



# Yacht P&I

## Policy Wording



**MSIG**  
SPECIALTY MARINE

Version 1 - 2025

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MSIG Specialty Marine NV is a member of MS&AD Insurance Group Holdings, Inc.

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# Claim Reporting Form

Information to be reported to MSIG Specialty Marine NV when a claim occurs or can be expected to arise.

## Claim information

Assured's name / Policy number:

Insured Yacht's name / IMO number:

Date of incident:

Place of incident:

Nature of incident: *(please provide details about damage, loss, personal injury, witnesses, parties attending on site, local agents etc.)*

Any other relevant information: *(where applicable, please attach reports (e.g., Master's), notes of protest, claim letters, bill of lading and/or charter party, cargo documents, claim correspondence, photographs, and any other relevant information)*

*Is there a Crew Welfare policy in place?*

## MSIG Specialty Marine NV - Claims department

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# Table of contents

|               |                                                                               |           |
|---------------|-------------------------------------------------------------------------------|-----------|
| <b>PART 1</b> | <b>PROTECTION &amp; INDEMNITY (CLASS 1)</b>                                   | <b>7</b>  |
| Section 1     | Injury, illness or death, medical and funeral expenses and repatriation costs | 7         |
| Section 2     | Crew                                                                          | 7         |
| Section 3     | Guests                                                                        | 8         |
| Section 4     | Diversion expenses                                                            | 8         |
| Section 5     | Stowaways, refugees or persons saved at sea                                   | 8         |
| Section 6     | Contracts and indemnities                                                     | 8         |
| Section 7     | Property                                                                      | 8         |
| Section 8     | Wreck removal                                                                 | 9         |
| Section 9     | Obstruction                                                                   | 9         |
| Section 10    | Quarantine expenses                                                           | 9         |
| Section 11    | Towage                                                                        | 9         |
| Section 12    | Pollution risks                                                               | 10        |
| Section 13    | Life salvage                                                                  | 10        |
| Section 14    | Salvage operations for saving life at sea                                     | 10        |
| Section 15    | Uninsured boater cover                                                        | 10        |
| Section 16    | Fines                                                                         | 11        |
| Section 17    | Special compensation for salvors                                              | 11        |
| Section 18    | Piracy                                                                        | 11        |
| Section 19    | Helicopters and other airborne craft                                          | 11        |
| Section 20    | Tenders, Toys and water sports                                                | 12        |
| Section 21    | Sue & labour and legal costs                                                  | 12        |
| Section 22    | Enquiry expenses                                                              | 12        |
| Section 23    | Risks incidental to ship owning                                               | 12        |
| <b>PART 2</b> | <b>DEFENCE COVER FOR LEGAL COSTS (CLASS 2)</b>                                | <b>13</b> |
| Section 24    | Risks covered                                                                 | 13        |
| Section 25    | Exclusions and limitations                                                    | 14        |
| <b>PART 3</b> | <b>WAR PROTECTION &amp; INDEMNITY COVER</b>                                   | <b>15</b> |
| Section 26    | Conditions                                                                    | 15        |
| Section 27    | Trading                                                                       | 15        |
| Section 28    | Exclusions and limitations                                                    | 15        |
| Section 29    | Notice of cancellation and war automatic termination of cover                 | 16        |
| <b>PART 4</b> | <b>PERSONAL ACCIDENT AND ILLNESS INSURANCE (CLASS 3)</b>                      | <b>17</b> |
| Section 30    | Personal Accident and Illness                                                 | 17        |
| Section 31    | Cosmetic surgery                                                              | 18        |
| Section 32    | Medical and Travel Expenses                                                   | 19        |
| Section 33    | Crew replacement                                                              | 19        |
| Section 34    | Conditions                                                                    | 20        |
| Section 35    | Exclusions                                                                    | 20        |

|                        |                                                                                                                                                                                                         |           |
|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| <b>PART 5</b>          | <b>GENERAL TERMS AND CONDITIONS</b>                                                                                                                                                                     | <b>21</b> |
| Section 36             | Application of terms                                                                                                                                                                                    | 21        |
| Section 37             | Application of Insurance                                                                                                                                                                                | 21        |
| Section 38             | Certificate of Insurance                                                                                                                                                                                | 21        |
| Section 39             | Exclusions and limitations                                                                                                                                                                              | 21        |
| Section 40             | Payments to the Company                                                                                                                                                                                 | 24        |
| Section 41             | Cesser of Insurance                                                                                                                                                                                     | 24        |
| Section 42             | Effect of cesser of insurance                                                                                                                                                                           | 25        |
| Section 43             | Cancellation by the Company                                                                                                                                                                             | 25        |
| Section 44             | Double insurance                                                                                                                                                                                        | 26        |
| Section 45             | Claims                                                                                                                                                                                                  | 26        |
| Section 46             | Maximum insured amount                                                                                                                                                                                  | 27        |
| Section 47             | Deductibles                                                                                                                                                                                             | 27        |
| Section 48             | Joint Assureds and Co-Assureds                                                                                                                                                                          | 27        |
| Section 49             | Dispute between Assureds                                                                                                                                                                                | 28        |
| Section 50             | Interest and set off                                                                                                                                                                                    | 28        |
| Section 51             | Documentation                                                                                                                                                                                           | 28        |
| Section 52             | Newly acquired Tenders or Toys or water sports equipment by the Assured or owner                                                                                                                        | 28        |
| Section 53             | Lay-up                                                                                                                                                                                                  | 28        |
| Section 54             | Classification, certifying authority and flag State                                                                                                                                                     | 29        |
| Section 55             | Condition, other surveys and inspections                                                                                                                                                                | 29        |
| Section 56             | Private pleasure warranty                                                                                                                                                                               | 29        |
| Section 57             | Personal negligence                                                                                                                                                                                     | 29        |
| Section 58             | Assignment                                                                                                                                                                                              | 29        |
| Section 59             | Forbearance and waiver                                                                                                                                                                                  | 30        |
| Section 60             | Subrogation                                                                                                                                                                                             | 30        |
| Section 61             | Notification and time limit                                                                                                                                                                             | 30        |
| Section 62             | Law and jurisdiction                                                                                                                                                                                    | 30        |
| Section 63             | Insurance acts                                                                                                                                                                                          | 30        |
| Section 64             | Sanctions clause                                                                                                                                                                                        | 31        |
| Section 65             | Several liability clauses                                                                                                                                                                               | 31        |
| <b>PART 6</b>          | <b>ADDITIONAL COVER AND EXTENSION CLAUSES</b>                                                                                                                                                           | <b>33</b> |
| Clause 1               | Submarines, mini-sub and remotely operated vehicles (ROVs)                                                                                                                                              | 33        |
| Clause 2               | Pre-delivery Crew cover                                                                                                                                                                                 | 33        |
| Clause 3               | Charter use                                                                                                                                                                                             | 33        |
| <b>PART 7</b>          | <b>DEFINITIONS</b>                                                                                                                                                                                      | <b>35</b> |
| Definitions            | Part 1 Protection & Indemnity, Part 2 Defence Cover for Legal Costs,<br>Part 3 War Protection & Indemnity Cover, Part 5 General Terms and Conditions,<br>Part 6 Additional Cover and Extension Clauses. | 35        |
| Definitions for Part 4 | Personal Accident and Illness Insurance                                                                                                                                                                 | 37        |
| <b>ANNEX</b>           | <b>Scale of Permanent Disabilities by Accident</b>                                                                                                                                                      | <b>39</b> |

## Part 1

# Protection & Indemnity (Class 1)

**The Company shall indemnify the Assured against the legal liabilities, costs and expenses under this Class of Insurance, which are incurred in respect of and only in connection with the operation of the insured Yacht, arising from Events occurring during the Period of Insurance, as set out in Sections 1 to 23 below.**

The cover under this insurance is extended to cover the legal liability of the Assured in respect of (i) the Yacht's Crew for claims made against them as a result of carrying out their professional duties onboard of the Yacht or duties carried out ashore in respect of the Yacht as well as (ii) the Yacht's Guests for claims made against them arising directly from their use of the Yacht or her equipment.

It is warranted that the Yacht is to be used solely for private pleasure purposes, as per Section 56 (Private pleasure warranty), and not to be hired or chartered unless the Assured has opted for the optional coverage as per Part 6, Clause 3 "Charter use".

### Section 1

#### **Injury, illness or death, medical and funeral expenses and repatriation costs**

- 1.1 Liability for loss of life, illness, or bodily injury of Crew, Day Workers, Guests or any Third Party as well as necessary and reasonable hospital and medical expenses including ancillary expenses in relation to any loss of life, illness or bodily injury, funeral arrangements, repatriation of an injured person (or a deceased's remains) incurred in respect of:
  - 1.1.1 Any person onboard the Yacht and any Crew only to the extent that these costs exceed the amount that may be recoverable under a separate crew welfare cover, if any, that has been afforded by insurances effected by or on behalf of the Assured.
  - 1.1.2 Any person who is on a vessel which is in collision with the Yacht or who is injured by the Yacht or on any property or object damaged by the Yacht.
- 1.2 For Crew only, the Company shall indemnify the Assured for wages incurred during the medical treatment in relation to any illness or personal injury.

### Section 2

#### **Crew**

- 2.1 Costs of repatriation incurred under contract of service or employment or under statutory obligation.
- 2.2 Liabilities arising under MLC Certificates, if applicable, save that the Assured shall reimburse the Company in full any claim paid under the certificates issued under Regulation 2.5., Standard A2.5.2.
- 2.3 Loss of or damage to Personal Effects belonging to a member of the Crew on board of the Yacht during her operation.
- 2.4 Expenses necessarily incurred in providing a substitute and subsequently repatriating a substitute to replace a member of the Crew, as a result of injury, illness or death or repatriation under Section 2.2 or any other cause, where such expenses could not be reasonably avoided. Wages shall only be recoverable as part of the said expenses when payable to a substitute engaged abroad while awaiting or during repatriation.
- 2.5 Compensation for loss of employment to serving Crew members as a result of being signed off due to a major casualty to the Yacht which renders the Yacht unseaworthy and necessitates the signing off or termination of employment of the Crew for a maximum period of 60 days.

### Section 3

#### Guests

Loss of or damage to Personal Effects belonging to a Guest whilst on board the insured Yacht.

### Section 4

#### Diversion Expenses

Liability to pay the costs of port charges, bunkers, insurance, stores, provisions and Crew wages, but excluding loss of profit, hire, freight or otherwise incurred by the Assured in deviating the Yacht to land or to obtain medical attention for a sick or injured member of the Crew and/or any person onboard the Yacht or for landing or dealing with stowaways, refugees or persons saved at sea.

### Section 5

#### Stowaways, refugees or persons saved at sea

Costs and expenses other than costs of diversion of the Yacht necessarily incurred by the Assured in meeting its legal obligations in respect of stowaways, refugees or persons saved at sea.

### Section 6

#### Contracts and indemnities

The Assured is insured for any contractual indemnity which would be recoverable under this insurance had it not arisen solely by reason of liability under a contract and which arises solely by reason of one of the following written contracts entered into by the Assured or by the captain of the Yacht on the Assured's behalf in connection with the operation of the Yacht:

- 6.1 the following standard form contracts: the MYBA Charter Agreement (revised 2017); Towcon or Towhire, provided that such contracts are not amended in any manner which increases the Assured's liability;
- 6.2 an MLC compliant Seafarer's Employment Agreement ("SEA") so long as contractually agreed payments are reasonable and appropriate for the duties and position held by the Crew member when viewed against the prevailing compensation regime;
- 6.3 a contract which the Assured is required to accept under a shipyard's, port's, marina's, club's or supplier's standard terms of business, provided that such contract is not amended in any manner which increases the Assured's liability; or
- 6.4 terms of any contract or indemnity made or given by the Assured in respect of facilities or services rendered or to be rendered to the Yacht during her operation, but only if and to the extent that the terms have been agreed and cover for the liability has been agreed in writing between the Assured and the Company.

Provided always that the maximum liability of the Company for all liability, losses, costs and expenses arising from any one Event of series of Events shall be EUR 5,000,000.00 any one accident or occurrence, combined single limit, unless otherwise agreed by the Company in writing.

### Section 7

#### Property

- 7.1 Liability to pay compensation or damages for any loss of or damage to any vessel, property whether on land or water and whether fixed or moveable, incurred during the operation of the Yacht.
- 7.2 Loss suffered by the Assured as a result of the loss of or damage to his own property, to the extent that the Company would have been obliged to indemnify the Assured in respect of liability had the property been owned by a Third Party.
- 7.3 If a claim arises under this Section in respect of a collision involving two vessels belonging wholly or partly to the same owner, the Assured shall be entitled to recover from the Company, and the Company shall have the same rights, as if the vessels had belonged to different owners.
- 7.4 Exclusions and limitations

- 7.4.1 Loss of or damage to the Yacht, her equipment, stores, bunkers or supplies;
- 7.4.2 Liability or loss recoverable under any other insurances.

## **Section 8**                      **Wreck removal**

- 8.1 Liability for the costs and expenses of raising, removing, destruction, lighting or marking the wreck of the insured Yacht or its equipment, when such raising, removal, destruction, lighting or marking is compulsory by law or the costs thereof are legally recoverable from the Assured.
- 8.2 Exclusions and Limitations
  - 8.2.1 In respect of a recovery from the Company under this Section the value of the wreck and anything else salvaged shall be deducted and set off against the recoverable costs and expenses;
  - 8.2.2 The Assured shall not have transferred its interest in the wreck prior to the raising, removal, destruction, lighting or marking of the wreck or prior to the incident giving rise to liability, save by abandonment with the Company's approval in writing;
  - 8.2.3 Excluding liabilities, costs or expenses recoverable under the Yacht's Hull, Increased Value or War Risks policies.
  - 8.2.4 There shall be no right of recovery from the Company unless the occurrence or Event giving rise to the wreck of the insured Yacht arose during the Period of Insurance of the insured Yacht.

## **Section 9**                      **Obstruction**

When the Yacht is causing an obstruction as a result of a casualty the Assured is covered for Third Party liabilities in respect of their interest in marinas, harbours, shipyards, wharves, canals or similar structures or vessels.

## **Section 10**                      **Quarantine and disinfection expenses**

Liability to pay damages or compensation and/or additional expenses incurred by the Assured as a direct consequence of Communicable Disease on the Yacht during her operation, including quarantine and disinfection expenses and the net loss to the Assured in respect of bunkers, insurance, wages, stores, provisions and port charges.

## **Section 11**                      **Towage**

- 11.1 Towage of the Yacht
  - 11.1.1 Liability under the terms of a contract for the customary towage of the Yacht for the purpose of entering or leaving a port or manoeuvring within the port during the ordinary course of sailing.
  - 11.1.2 Liability under the terms of a contract for towage of the insured Yacht other than customary towage, but only if and to the extent that cover for such liability has been agreed by the Company in writing.
- 11.2 Towage by the Yacht
  - 11.2.1 Liability arising from the towage of another vessel or object is only recoverable from the Company, if agreed by the Company in writing.

## **Section 12**                      **Pollution risks**

- 12.1 The liabilities, losses, damages, costs and expenses set out below under (a) to (d) when and to the extent that they are caused by or incurred in consequence of the accidental or threatened accidental discharge or escape from the Yacht, of oil or any other substance incurred during her operation:

- a. Liability for loss, damage or contamination;
- b. The costs of any measures reasonably taken for the purpose of avoiding or minimizing pollution or any resulting loss or damage together with any liability for loss of or damage to property caused by measures so taken;
- c. The costs of any measures reasonably taken to prevent an imminent danger of the accidental discharge or escape from the Yacht of oil or any hazardous substance which may cause pollution;
- d. The costs or liabilities incurred as a result of compliance with any order or direction given by any government or authority for the purpose of preventing or reducing pollution or the risk of pollution, provided always that such costs or liabilities are not recoverable under any other insurance.

## 12.2 Exclusions and limitations

12.2.1 Costs which are required as part of the normal operation or repair of the Yacht.

12.2.2 Pollution resulting from the presence in or the threatened escape or discharge from any land based dump, site, storage or disposal facility of any substance previously carried on the Yacht as fuel, stores, waste or otherwise.

12.2.3 Any Certificate of Insurance or confirmation of cover pursuant to this Policy of insurance shall not be deemed to be evidence of financial responsibility under the Oil Pollution Act of 1990 or any similar federal or State law and may not be shown or tendered to the United States Coast Guard or any federal or State agency as evidence of insurance. The Company does not consent to be a guarantor.

## Section 13

### Life salvage

Sums which are legally payable to Third Parties by reason of their having saved, or attempted to save, the life of any person on or from the Yacht, but only to the extent as such sums are not recoverable under the Hull policies or any other policies.

## Section 14

### Salvage operations for saving life at sea

Extra Costs necessarily, reasonably and solely incurred for salvage operations conducted by the Yacht for the purpose of saving life at sea.

## Section 15

### Uninsured boater cover

The Company will pay the medical costs and expenses incurred directly in respect of bodily injury sustained onboard the Yacht by the Assured, Crew or Guests which are caused by an uninsured or underinsured Third Party vessel and which the Assured is entitled to recover from the uninsured owner or operator of another Yacht to whom no liability policy applies or who cannot be identified (such as a hit and run operator), provided that such medical costs and expenses are not recoverable from the Yacht's Hull insurance or any other insurance.

Provided always that the maximum liability of the Company for all costs and expenses arising from any one Event or series of Events shall be EUR 5,000,000.00 any one accident or occurrence, combined single limit, unless otherwise agreed by the Company in writing.

## Section 16

### Fines

16.1 Liability for fines in respect of the insured Yacht, imposed by any court, tribunal, or authority of competent jurisdiction upon the Assured or upon any person for whom the Assured is legally liable to reimburse, for any of the following:

- a. accidental pollution by oil or other substance,
- b. breach of immigration laws or regulations.

16.2 The Company may, in its sole discretion, cover in whole or in part liability for fines in respect of the insured Yacht imposed by any court, tribunal, or authority of competent jurisdiction upon the Assured, for any of the following:

- a. A fine other than those listed in Section 15.1 above, provided the Assured has satisfied the Company that he took steps as appear to the Company to be reasonable to avoid the Event giving rise to the fine or penalty;
- b. Any fine imposed not upon the Assured but upon the Crew of the Yacht or on other party, provided that the Assured has been compelled by law to pay or reimburse such fine or that the Company determines that it was reasonable for the Assured to have paid or reimbursed the same.

16.3 The Company shall be under no obligation to give reasons for its decision pursuant to Section 16.2 above.

## Section 17

### Special compensation for salvors

Liability to pay special compensation to a salvor in respect of the insured Yacht under the provisions of Article 14 of the International Convention on Salvage 1989, or under a Lloyd's Open Form or salvage agreement, or any standard form of salvage agreement approved by the Company in writing, or under the Special Compensation P&I Club's (SCOPIC) clause, except where excluded by the provisions of this insurance.

## Section 18

### Piracy

Liabilities expressly covered under this insurance arising from acts of piracy against the Yacht, but excluding kidnap and ransom payments.

## Section 19

### Helicopters and other airborne craft

19.1 Liabilities, costs and expenses arising from helicopters or airborne crafts whilst being based stationary and fully secured onboard the Yacht, meaning that all engines shall be switched off and all rotors and other propulsion mechanism have ceased to turn.

Provided that:

- a. Recommendations and procedures contained in International Chamber of Shipping Report entitled "Guide to Helicopter/Ship Operations" complied with;
- b. It is a condition precedent hereunder that the Assured has in place an aviation insurance covering full liabilities which must be valid and maintained for the Period of Insurance. It is agreed and understood that the Company, subject to receipt of written proof, renounces all rights to subrogation against the insurers of helicopters or other airborne craft if the insurers of helicopters or other airborne craft renounce all rights to subrogation against the Company in the event of damage to the Yacht caused by the helicopter or other airborne craft or in the event of damage to the helicopter or other airborne craft caused by the Yacht.

19.2 Exclusions and limitations:

19.2.1 This Policy of Insurance shall not cover any liability for loss of or damage to any helicopter or other airborne craft of any nature whatsoever owned or leased by the Assured.

19.2.2 This Policy of Insurance shall not cover any liability to and of the helicopter or other airborne craft and any person whilst boarding, onboard or alighting the helicopter or other airborne craft.

## **Section 20**

### **Tenders, Toys and water sports**

- 20.1 Liabilities, losses, expenses or costs for any claim to Crew, Guests or any other person arising from the operation of the Yacht's Tender, Toys and water sports equipment used in conjunction with the insured Yacht.
- 20.2 Liabilities, losses, expenses or costs for any claim involving the Yacht's Tenders, Toys and water sports equipment provided they are being operated at the time of the Event by and/or under the control and/or instruction of a member of the Crew who is both adequately qualified (where it is a flag state requirement or legal requirement where the Yacht is situated to be so qualified) and is also adequately experienced in the operation of such Tender, Toy and water sports equipment.
- 20.3 Exclusions and Limitations
- This Policy of Insurance shall not cover any liability for loss of or damage arising from commercial diving and diving bells.

## **Section 21**

### **Sue & labour and legal costs**

Costs, including legal costs, and expenses reasonably incurred by the Assured, on the occurrence of an Event or matter liable to give rise to a claim, in avoiding or seeking to avoid or minimize any liability or expenditure or loss against which it is insured by the Company, provided that no such costs or expenses shall be recoverable unless either they have been incurred with the Company's prior agreement or the Company determines that such costs or expenses were reasonably incurred.

## **Section 22**

### **Enquiry expenses**

Expenses reasonably incurred at the discretion of the Company by the Assured in defending itself and/or protecting its interests before a formal enquiry into a casualty involving the Yacht during her operation.

## **Section 23**

### **Risks incidental to ship owning**

The Company may cover, in its absolute discretion, the Assured's liabilities, losses and expenses to Third Parties, being parties other than the Assured, Joint Assured, Co-Assured, or Associated Persons, which are incidental to the business of ship owning and which are not specified or expressly excluded in the Policy of Insurance, but only to such extent that the Company may decide on any request under this Section in its sole discretion.

## Part 2

# Defence Cover for Legal Costs (Class 2)

The cover is set out in Section 24 (Risks covered) and is subject always to the terms and conditions of the Policy of Insurance and the provisions of Part 5 (General Terms and Conditions) and of Section 25 (Exclusions and limitations). The Company shall indemnify the Assured against the reasonable and necessary legal costs and expenses, which are incurred in relation to the operation of the insured Yacht, arising from Events occurring during the Period of Insurance.

The Company has the liberty to exclude, limit, modify or otherwise alter the cover by special terms, which have been agreed between the Company and the Assured in writing.

### Section 24

#### Risks covered

- 24.1 The reasonable and necessary legal costs and legal expenses incurred in establishing or resisting claims and disputes, including any such costs and expenses which the Assured may become liable to pay to any other party, arising in respect of:
- 24.1.1 Any contract or charter agreement including claims and disputes over charter fees, amounts agreed as compensation for any breach of the terms of the contract, compensation payable to any Third Party for their lost time, any amount that has been deducted from monies due to the Assured, breakdown or disablement, description and performance of the insured Yacht, port safety and orders to the insured Yacht.
  - 24.1.2 Supplies to the insured Yacht.
  - 24.1.3 In connection with charges, disbursements and accounts received from agents, stevedores, customs, brokers, harbour authorities or others connected with the running, management and operation of the insured Yacht.
  - 24.1.4 Loss of, damage to or detention of the insured Yacht.
  - 24.1.5 Salvage or towage services rendered to the insured Yacht.
  - 24.1.6 In connection with the Assured's representation at official investigations or other inquiries in relation to the insured Yacht.
  - 24.1.7 Actions by, or against, Guests intended to be or being or having been carried on the insured Yacht.
  - 24.1.8 Actions by, or against, members of the Crew or their personal representatives, dependent or stowaways.
  - 24.1.9 Actions by, or on behalf of, a State or public body against the Assured or the insured Yacht, but not taxes or dues payable in countries where the insured Yacht is registered or where the owner is resident or has a permanent place of business.
  - 24.1.10 Amounts due from, or to, insurers other than the Company.
  - 24.1.11 Sale and purchase of the Yacht.
  - 24.1.12 Actions by, or against, builders and/or repairers of the insured Yacht.
  - 24.1.13 Any other issue or matter in connection with the insured Yacht.
- 24.2 Any claim under this Section must have arisen from occurrences or circumstances, which have taken place after the Attachment Date under the Policy of Insurance and must be notified to the Company within the Period of Insurance.

## Section 25

### Exclusions and limitations

- 25.1 There will be no recovery under this Policy of Insurance, if:
- 25.1.1 The claim, liability or dispute would or could have been covered under the Assured's Protection & Indemnity cover;
  - 25.1.2 There is no reasonable relationship between the amount in dispute or the prospects of successfully obtaining payment (due to financial position of the other party or otherwise) and the costs, which are likely to be incurred;
  - 25.1.3 The claim or position adopted by the Assured is tainted with illegality or other improper conduct, or is based on conduct or matters which give rise to an exclusion of cover either this or any other policy of insurance concluded between the Assured and the Company, including the Company's General Terms and Conditions (Part 5) incorporated therein.
- 25.2 Any recovery under this Class of Insurance shall be subject always to the following:
- 25.2.1 The Company shall be entitled in its absolute discretion to support the Assured in connection with any claim or dispute referred to in Section 24 (Risks covered) to such stage or extent and in such manner and on such terms as the Company may think fit, including but not limited to a term that the amount that the Assured will be reimbursed by the Company shall be capped at a particular amount or alternatively that the Assured shall not be reimbursed in respect of any specified amount or proportion of the costs and expenses incurred or to be incurred.
  - 25.2.2 The Company shall be entitled at any time in its absolute discretion to discontinue its support or to refuse further support in connection with any claim or dispute referred to in Section 24 (Risks covered), notwithstanding any previous decision by the Company to support the same.
  - 25.2.3 Notwithstanding Section 45 (Claims) of Part 5 (General Terms and Conditions) of this Policy of insurance, the Company shall have an absolute discretion as to the conduct of any claim or dispute referred to in Section 23 (Risks covered) and may at any time direct an Assured and its appointed lawyers, surveyors or other persons to take whatever course in connection therewith as the Company may at its sole discretion require and upon such terms as the Company may deem appropriate and to continue or discontinue any legal proceedings.
  - 25.2.4 In the event of a failure by the Assured to act as directed by the Company whether under subsection 25.2 or howsoever, the Assured shall not be entitled to be reimbursed by the Company in respect of any legal costs and expenses so incurred unless and insofar as the Company shall, in its absolute discretion, otherwise determine.
  - 25.2.5 The Company shall be entitled either directly on its own behalf or with the full cooperation of the Assured to take all such steps as it deems as appropriate to satisfy itself that the legal costs and expenses incurred in respect of this Part 2 (Defence Cover for Legal Costs) are reasonable. The Company shall have full authority and right to make enquiry of any appointed lawyers and to negotiate with them, to require a full schedule of costs and disbursements and to tax or assess the same as the Company in its sole discretion shall consider appropriate whether formally or otherwise and the Assured shall provide all consents as may be necessary in this regard.
  - 25.2.6 Where a dispute falls within this Policy of Insurance, the Assured shall not settle or compromise the dispute or make any admissions without the prior written approval of the Company, failing which the Company may in its absolute discretion decline cover and/or require reimbursement from the Assured forthwith of any legal costs and/or expenses that it has already incurred in respect of the dispute. If a claim by the Assured has been compromised or settled on terms that either are inclusive of legal costs or make no provision as to costs, the Company shall in its absolute discretion be entitled to determine what part of any sum thus received by the Assured shall be deemed attributable to legal costs, and require that part to be paid forthwith to the Company to the extent that the Company has already incurred such costs.

## Part 3

# War Protection & Indemnity Cover

### Section 26

#### Conditions

Subject always to the exclusions hereinafter referred to and the provisions of this Policy of Insurance, the Company shall indemnify the Assured against all the Legal Liability, costs and expenses under Part 1 (Protection & Indemnity), and Part 2 (Defence cover for Legal Costs) if taken out, which are incurred in respect of the operation of the insured Yacht, arising from Events occurring during the Period of Insurance and caused by:

- 26.1 war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power,
- 26.2 capture, seizure, arrest, restraint or detainment,
- 26.3 derelict mines, torpedoes, bombs or other derelict weapons of war,
- 26.4 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions,
- 26.5 any terrorist or any person acting maliciously or from a political motive,
- 26.6 confiscation or expropriation.

### Section 27

#### Trading

Worldwide (unrestricted but excluding Iran) subject to 72 hours' notice of cancellation.

### Section 28

#### Exclusions and limitations

Loss, damage, liability and expense arising from or in connection with:

- 28.1 requisition, either for title or use, or pre-emption,
- 28.2 capture, seizure, arrest, restraint or detainment confiscation or expropriation by or under the order of the government or any public or local authority of the country in which the Yacht is owned or registered,
- 28.3 arrest, restraint, detainment, confiscation or expropriation under quarantine regulations or by reason of infringement of any customs or trading regulations,
- 28.4 operation of ordinary judicial process, failure to provide security or to pay any fine or penalty or any financial cause,
- 28.5 loss, damage, liability and expense covered by the Hull Policies or which would be recoverable thereunder but for the deductible thereof,
- 28.6 any claim for any sum recoverable under any other insurance on the Yacht or which would be recoverable under such insurance but for the existence of this insurance,
- 28.7 any claim for expenses arising from delay except such expenses as would be recoverable in principle in English law and practice under the York-Antwerp Rules 1994,
- 28.8
  - a. the Russia-Ukraine conflict and/or any expansion of such conflict, or
  - b. events in any area or territory or territorial waters where Russian armed forces, Russian-backed forces, and/or Russian authorities are engaged in conflict within the territories (including territorial waters) of the Russian Federation, Belarus, Ukraine and any disputed regions of Ukraine, the Crimean Peninsula and the Republic of Moldova; or

- c. events arising from capture, seizure, arrest, detainment, confiscation, nationalisation, expropriation, deprivation or requisition for title or use, or the restraint of movement of vessels and cargo in the territories (including territorial waters) of the Russian Federation, Belarus, Ukraine and any disputed regions of Ukraine, the Crimean Peninsula and the Republic of Moldova.

## Section 29

### Notice of cancellation and war automatic termination of cover

- 29.1 Cover hereunder may be cancelled by either the Company or the Assured giving 72 hours' notice (such cancellation becoming effective on the expiry of 72 hours from midnight of the day on which notice of cancellation is issued by or to the Company). The Company may however agree to reinstate cover subject to agreement between the Company and the Assured prior to the expiry of such notice of cancellation as to new rate of premium and/or conditions and/or warranties.
- 29.2 Whether or not such notice of cancellation has been given, cover hereunder in respect of the risks of war shall terminate automatically:
- 29.2.1 upon the occurrence of any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter wheresoever or whensoever such detonation may occur, whether or not the insured Yacht may be involved, and this insurance excludes loss, damage, liability and expense arising from such occurrence;
- 29.2.2 upon the outbreak of war (whether there be a declaration of war or not) between any of the following countries: United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China and this insurance excludes loss, damage, liability and expense arising from such outbreak of war;
- 29.2.3 in respect of any vessel, in connection with which cover is granted hereunder, in the event of such vessel being requisitioned either for title or use and this insurance excludes loss, damage, liability and expense arising from such requisition.
- 29.3 Cover in respect of the risks of war shall not become effective if, subsequent to acceptance by the Company and prior to the intended time of attachment of risk, there has occurred any event which would have automatically terminated cover under the provisions of this Section.
- 29.4 In the event either of cancellation by notice or of automatic termination of this insurance by reason of the operation of this termination clause, or of the sale of the insured Yacht, a pro rata net return of premium shall be payable to the Assured.

## Part 4

# Personal Accident and Illness Insurance

The cover is set out in Section 30 (Personal Accident and Illness) and is subject always to the terms and conditions of the Policy of Insurance and the provisions of Part 5 (General Terms and Conditions).

The Company has the liberty to exclude, limit, modify or otherwise alter the cover by special terms, which have been agreed between the Company and the Assured in writing.

This cover is not intended to be a substitute for compulsory state Personal Accident and/or compensation schemes. This Personal Accident and Illness insurance policy is made up of:

1. the Certificate of Insurance,
2. any endorsements or extensions to the Certificate of Insurance,
3. the Annex (Scale of Permanent Disabilities by Accident), and
4. the terms and conditions herein.

## Section 30

### Personal Accident and Illness

#### 30.1

Who and what is covered

The Insured Persons covered under this insurance are the Assured's Crew.

Guest can be covered by extending these terms and conditions but only on prior written approval of the Company.

This insurance covers Accidents, occurring worldwide within the Period of Insurance on a twenty four (24) hour basis, whether or not the Accident is in connection with the use of the insured Yacht.

It is a precondition of cover that the physical or mental capacity of the Insured Person is permanently impaired as a result of an Accident. This insurance covers Accidents, Illness and disablement of an Insured Person arising from an external cause during the Period of Insurance.

#### 30.2

Applicable maximum amounts of benefit, the calculation of benefit and the applicable Deductible.

The overall maximum amount insured applicable to this Policy of Insurance is EUR 1,000,000 annually aggregated. Where this overall maximum amount insured is exceeded, the liability of the Company in respect of each insured Person travelling in such conveyance will be proportionately reduced until the total does not exceed this overall maximum amount insured.

#### The following maximum amounts insured apply per category:

|                                                    |                    |
|----------------------------------------------------|--------------------|
| Accidental death                                   | EUR 100,000        |
| Permanent Disability                               | EUR 100,000        |
| Temporary Total Disability                         | EUR 1,000 per week |
| Total and irrecoverable loss of sight of both eyes | EUR 100,000        |
| Permanent Total Disability by paralysis            | EUR 100,000        |
| Temporary Total Disability by illness of any kind  | EUR 1,000 per week |

#### Applicable Deductibles:

|                                                   |                            |
|---------------------------------------------------|----------------------------|
| Temporary Total Disability                        | First 7 days of Disability |
| Temporary Total Disability by illness of any kind | First 7 days of Disability |

Provided always that:

1. Compensation shall not be payable under more than one of the included categories in respect of the consequences of one Accident or of one Illness to any one Insured Person,
2. No weekly compensation shall become payable until the total amount thereof has been ascertained and agreed. Any weekly compensation payment made under Temporary Total Disability (as a result of an Accident or Illness) shall be deducted from any benefit becoming claimable under any amount of benefit in respect of the same Accident.
3. Under the category for Temporary Total Disability (as a result of Accident or Illness), the amount payable will be limited to 100% of the Insured Person's usual gross weekly income.
4. Under the category for Temporary Total Disability (as a result of an Accident or Illness) a waiting period will apply of seven (7) calendar days during which no benefit will be paid, starting from the first date of disability.
5. Under the category for Temporary Total Disability (as a result of an Accident or Illness), benefit will be paid weekly from the date the Insured Person first becomes disabled, for a period time up to fifty two (52) weeks.  
If at the expiry of the fifty two (52) weeks, there is no possibility of the Insured Person returning to work, the Company will consider this to be Permanent Total Disability. Any payments made under Temporary Total Disability will be deducted from the Permanent Total Disability benefit.
6. If an Accident causes the death of the Insured Person within twelve (12) months following the date of the Accident and prior to the definite settlement of a Permanent Disability benefit, only the Accidental Death benefit shall be paid.
7. Benefit shall only be payable under the included categories as follows:
  - if death occurs within twelve (12) months of the Accident, or
  - if loss occurs within twelve (12) months of the date of the Accident, or of the Illness declaring itself;
8. This Policy of Insurance shall terminate and cease to have effect in respect of an Insured Person:
  - a. upon the payment of the Death or Permanent Total Disability benefit;
  - b. upon the death of the Insured Person;
  - c. upon the Insured Person (i) ceasing to be gainfully employed by the Assured, or (ii) ceasing to be a Guest;
  - d. if the Assured or the Insured Person make a fraudulent claim under this Policy of Insurance.

## Section 31

### Cosmetic surgery

Cosmetic surgery is defined as being a medical treatment when carried out following therapeutic treatment, and the objective of which is the correction of any serious disfigurement of the external appearance of the Insured Person caused by the Accident.

A maximum of EUR 10,000 shall be compensated to an Insured Person for evidenced qualified practitioners fees, other surgical costs, necessary costs of accommodation and care in the hospital and costs for dental treatment and dental prostheses accruing as a result of the loss or partial loss of incisors and canine teeth as a result of an Accident only. The cosmetic surgery must take place within twelve (12) months of the Accident. In the case of minors the cosmetic surgery may be delayed, but in no event after reaching the age of 18.

## Section 32

### Medical and Travel Expenses

The Company will indemnify the Assured in respect of Medical Expenses and Travel Expenses necessarily incurred as a direct result of an Insured Person sustaining Bodily Injury or contracting Illness up to EUR 100,000.

To be eligible for a claim payment under this Medical and Travel Expense section, the Insured Person must be employed by the Assured, or be a Guest. If it is the practice to sign off the Crew on the basis that they are liable to be recalled or employed on another of the Assured's Yacht when required, the Company confirms that this is acceptable for the purpose of making a claim.

32.1

#### Applicable Conditions

- a. The Company will be entitled, at its own expense, to require any Insured Person to undergo medical examination and, in the event of the death of an Insured Person, to carry out a post mortem examination of the body;
- b. The prior approval and consent of the Company and/or any other appointed agent of the Company must be obtained before Travel Expenses are incurred;
- c. Any incident which is likely to result in a claim against this Policy of Insurance must be reported in writing to the Company as soon as is reasonably possible and in any event within sixty (60) calendar days of the date of the incident. Failure to comply with this condition may result in the claim being declined by the Company.

32.2

#### Exclusions

The Company will not be liable for:

- a. any expenses incurred where a journey is undertaken against the advice of a qualified medical practitioner or for the purpose of obtaining treatment,
- b. any expenses incurred after twelve (12) months of the Insured Person first incurring either Medical Expenses or Travel Expenses arising from the same cause under this cover,
- c. any expenses incurred within the Insured Person's country of domicile,
- d. any expenses which form an amount less than the Deductible stated in the Certificate of Insurance,
- e. any expenses in respect of any pre-existing defect, infirmity or condition for which an Insured Person has received treatment, advice or consultation during the twelve (12) months prior to the incident leading to the claim,
- f. any expenses otherwise recoverable under any other insurance policy or national insurance program,
- g. any optical expenses other than those due to treatment required as a result of Bodily Injury or arising from an Emergency,
- h. any dental expenses other than those due to treatment required as a result of Bodily Injury or arising from an Emergency,
- i. any expenses where the Company is unable to provide cover due to local legislation.

## Section 33

### Crew replacement

The Company will indemnify the Assured for Crew replacement in respect of travel and accommodation costs (hereinafter referred to as replacement costs) necessarily incurred up to a limit of EUR 20,000 in:

- a. Sending a substitute Crew in order to carry out the duties of the original Crew;
- b. Returning the substitute Crew following completion of duties as a direct result of an original Crew being repatriated under the Medical and Travel Expenses cover (Section 31 - Medical and Travel Expenses). Replacement costs (as detailed above) shall be limited to economy return air flight and other essential expenses incurred in the transportation of the substitute Crew.

## Section 34

### Conditions

These conditions are applicable to all the Sections of this Part 4 (Personal Accident and Illness Insurance).

- 34.1 If the consequences of an Accident shall be aggravated by any condition or physical disability of the Insured Person which existed before the Accident occurred, the amount of any compensation payable under this Policy of Insurance in respect of the consequences of the Accident shall be the amount which it is reasonably considered would have been payable if such consequences had not been so aggravated.
- 34.2 Notice must be given to the Company as soon as reasonably practicable of any Accident or Illness which causes or may cause disability within the meaning of this Policy of Insurance, and the Insured Person must as early as possible place himself under the care of a duly qualified medical practitioner. Notice must be given to the Company as soon as reasonably practicable in the event of the death of an Insured Person resulting or alleged to result from an Accident.
- 34.3 It is a condition precedent to the Company's liability to pay compensation to the Assured or his representatives, that all medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical adviser appointed by or on behalf of the Company and that such medical adviser or advisers shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make examination of an Insured Person.
- 34.4 Any fraud, misstatement, or concealment by an Insured Person if unknown to the Assured either in the proposal on which this Policy of Insurance is based or in relation to any other matter affecting this Policy of Insurance or in connection with the making of any claim hereunder shall render this Policy of Insurance void in so far as it relates to the Insured Person in question but any such fraud, misstatement or concealment by or known to the Assured shall render the whole Policy of Insurance void and all claims hereunder shall be forfeited.

## Section 35

### Exclusions

These exclusions are applicable to all Sections of this Part 4 (Personal Accident and Illness Insurance).

There will be no recovery under this Policy of Insurance for death or disability directly or indirectly arising out of or consequent upon or contributed to:

- a. The Insured Person engaging in or taking part in:
  1. Naval, military or air force service or operations,
  2. Rock climbing or mountaineering normally involving the use of ropes or guides, potholing, hang-gliding, parachuting, hunting on horseback, or driving or riding in any kind of race, skiing and snowboarding,
  3. Driving or riding on motor cycles.
- b. The Insured Person engaging in Air Travel except as a passenger in a properly licensed aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial concern;
- c. Suicide or attempted suicide or intentional self-injury or the Insured Person being in a state of insanity;
- d. Deliberate exposure to exceptional danger (except in an attempt to save human life), or the Insured Person's own criminal act, or the Insured Person being under the influence of alcohol or drugs (other than drugs prescribed to the Insured Person by a qualified medical practitioner);
- e. Pregnancy or childbirth;
- f. Illness or disabilities existing prior to an insured Accident.

## Part 5

# General Terms and Conditions

### Section 36

#### Application of terms

The terms and conditions set out in each Class of Insurance, and in Part 3 (War Protection & Indemnity Cover), Part 4 (Personal Accident and Illness Insurance) and in Part 6 (Additional Cover and Extension Clauses) if applicable, shall prevail over Part 5 (General Terms and Conditions) in the event of any conflict between them, but any terms appearing in the Certificate of Insurance shall prevail above all others. Words and expressions in the Policy of Insurance shall have the same meanings as assigned to them in Part 7 (Definitions).

### Section 37

#### Application for Insurance

The Policy of Insurance between the Company and the Assured shall rely on the information and particulars provided by the Assured in the form supplied by the Company at the time of applying for insurance.

### Section 38

#### Certificate of Insurance

- 38.1 On acceptance of the application for insurance by the Company, a Certificate of Insurance will be issued by the Company evidencing the terms and conditions of the contract of insurance between the Company and the Assured, which shall also state:
- 38.1.1 The name of Assured on whose behalf the Yacht is insured, the name of the Yacht manager of the insured Yacht and the names of any Joint Assureds and/or Co-Assureds.
  - 38.1.2 The Class of Insurance and any special terms and/or warranties.
  - 38.1.3 The name and main details of the insured Yacht.
  - 38.1.4 The Attachment Date of the insured Yacht and the Period of Insurance.
  - 38.1.5 The maximum insured amount.
  - 38.1.6 The applicable Deductibles.
- 38.2 If at any time during the Period of Insurance the terms relating to the insured Yacht vary, the Company will issue an endorsement stating the terms and effective date of such variation. Any change of information related to the insured Yacht mentioned in the Certificate of Insurance or information that will influence the insurance risk shall be notified to the Company forthwith.
- 38.3 Every Certificate of Insurance issued by the Company shall be conclusive evidence as to the terms of the contract of insurance or as to the variation of such terms as the case may be.

### Section 39

#### Exclusions and limitations

- 39.1 Notwithstanding any other terms of this Policy of Insurance, there is no insurance under this Policy of Insurance and the Assured shall not be entitled to recover under any Part or Class of insurance if:
- 39.1.1 The Assured has failed, whether deliberately, recklessly or negligently to exercise reasonable care in the chartering, ownership, operation or management of the insured Yacht;
  - 39.1.2 Any physical damages, losses, or Third Party claims arise directly or indirectly, in whole or in part from an occurrence during instruction, testing for or participation in any race, speed contests, or pre- arranged handling and performance test;

- 39.1.3 Any claim resulting from the Assured's deliberate breach of any contract, or fraudulent act;
- 39.1.4 The claim or dispute is between Joint Assureds or between Associated Persons;
- 39.1.5 The claim or dispute arose out of or consequent upon:
- a. the insured Yacht carrying illegal goods, contraband, blockade running,
  - b. the Assured recklessly or intentionally engaging the Yacht in an unlawful or unduly hazardous or inappropriate voyage.
- 39.1.6 The liabilities, costs, losses and expenses are caused by:
- a. war, civil war, revolution, rebellion, insurrection, terrorist act or civil strife arising therefrom, or any hostile act by or against a belligerent power,
  - b. capture, seizure, arrest, restraint or detention (barratry and piracy excepted) and the consequences thereof or any attempt thereat,
  - c. any weapons of war,
  - d. wilful misconduct on the part of the Assured, such misconduct being an act intentionally done, or a deliberate omission by the Assured, with knowledge that the performance or omission will probably result in injury, or an act done or omitted in such way as to allow inference of a reckless disregard of the probable consequences.
- 39.1.7 The insured Yacht has been, or is intended to be, employed in trades or areas other than those agreed with the Company;
- 39.1.8 The liability is imposed on the Assured as punitive or exemplary damages, howsoever described;
- 39.1.9 Bodily injury to or death of any person:
- a. To or for whom benefits are payable under any Workmen's Compensation law or under the Federal Longshoremen's and Harbor Workers' Compensation Act,
  - b. Who is a trespasser in or upon or boarding or leaving,
  - c. Who is an employee of the Assured while in the Assured's service except those in domestic service for whom no benefits are payable or required to be provided under any Workmen's Compensation Law.
- 39.1.10 Liability assumed by the Assured under any contract or agreement, unless approved by the Company in writing and unless covered under Section 6 (Contracts and indemnities).
- 39.1.11 Death of the Assured or registered owner of the Yacht;
- 39.1.12 Bodily injury to the Assured or registered owner of the Yacht;
- 39.1.13 Any claim related to Personal Effects of Crew, Guests or others consisting of cash, bank cards, jewellery, watches, precious metals or stones or other objects of a rare or precious nature;
- 39.1.14 Claims resulting directly or indirectly from the Assured's failure to keep and/or operate the Yacht in compliance with the applicable requirements of her flag state, Class (if the Yacht is classed with a Classification Society at the Attachment Date), Certification (which is mandatory for the size, tonnage and operation of the Yacht), as well as all applicable requirements of the ISM and ISPS Codes, unless such failure was committed without the Assured's knowledge, consent or approval;
- 39.2 Institute radioactive contamination, chemical, biological, bio-chemical and electromagnetic weapons exclusion clause [CL. 370]:
- 39.2.1 This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.
- 39.2.2 In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
- a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;

- b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- c. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-section 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;
- e. any chemical, biological, bio-chemical, or electromagnetic weapon.

### 39.3

#### Marine Cyber Endorsement [LMA5403]

- 39.3.1 Subject only to Section 39.3.3 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to 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, computer process or any other electronic system.
- 39.3.2 Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.
- 39.3.3 Where this Section 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, Section 39.3.1 above 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.

### 39.4

#### Hull Policies

- 39.4.1 There shall be no recovery under any Part or Class of Insurance in respect of any liabilities, costs and expenses which would be recoverable under the insured Yacht's Hull Policies. Recovery from the Company shall be limited to the excess, if any, of the amount which would have been recoverable under the Hull Policies if the insured Yacht had been insured at a value which at the discretion of the Company would have been her full market value.
- 39.4.2 There shall be no recovery under any Part or Class of insurance in respect of any Deductible provided for under the terms of the insured Yacht's Hull Policies.

### 39.5

#### Communicable Disease and Declared Communicable Disease Limitation

- 39.5.1 This clause shall be paramount and shall override anything contained in this Policy of Insurance inconsistent therewith.
- 39.5.2 No coverage shall in any event be provided under this (re)insurance for any loss, damage, liability, cost or expense directly arising from any transmission or alleged transmission of the below scheduled Communicable Disease(s) under this (re)insurance:
  - i COVID-19; and
  - ii SARS-CoV-2; and
  - iii any mutation or variation of SARS-CoV-2.
- 39.5.3 In the event of a Communicable Disease scheduled in Section 39.5.2 or in the event that the World Health Organization ('WHO') has determined an outbreak of a Communicable Disease to be a Public Health Emergency of International Concern (a 'Declared Communicable Disease'), this insurance excludes coverage for:

- 39.5.3.1 any loss, damage, liability, cost, or expense directly arising from any transmission or alleged transmission of a Communicable Disease or of a Declared Communicable Disease, or from any fear or threat thereof, subject only to Section 39.5.4;
- 39.5.3.2 any liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for a Communicable Disease or for a Declared Communicable Disease whether the measures are preventative or remedial, subject only to Section 39.5.4;
- 39.5.3.3 any liability for or loss, cost or expense arising out of any loss of revenue, loss of hire, business interruption, loss of market, delay or any indirect financial loss, howsoever described, as a result of any Communicable Disease or of any Declared Communicable Disease or the fear or the threat thereof.
- 39.5.4 The exclusions under Section 39.5.3.1 and 39.5.3.2 above, only apply to any loss, damage, liability, cost or expense of the Assured which exceed(s) USD 10 million per Event.
- 39.5.5 Section 39.5.4 does not apply to any loss, damage, liability, cost or expense of the Assured relating to Guests and to Third Parties on board of the insured Yacht, unless otherwise agreed by the Company in writing.
- 39.5.6 All other terms, conditions and limitations of this Policy of Insurance remain the same.

## **Section 40**

### **Payments to the Company**

- 40.1 Section 53 of the Marine Insurance Act shall not apply, unless otherwise agreed.
- 40.2 The Assured will pay all premium and any other sums due to the Company on or before the agreed due date in the currency of account agreed without deduction or set off.
- 40.3 Where the Assured has failed to pay premium either in whole or in part, any premium or other sums due to the Company by the agreed due date, the Company shall have the right to serve notice upon the Assured requiring him to pay the premium or other sums due by any date specified in such notice, not being less than seven (7) calendar days from the date on which notice is given. If the Assured fails to make such payment in full on or before the date so specified, this insurance shall be cancelled forthwith without further notice or any other formality. The effect of such cancellation shall be as set out in Section 42 (Effect of cesser of insurance). Notwithstanding that the insurance has been cancelled by virtue of this Section, the Assured shall be liable for all or any amounts which have fallen due under the Policy of Insurance prior to such cancellation.
- 40.4 The Assured shall pay on demand to the Company the amount of any premium, tax or other tax levied on or in connection with the Policy of Insurance provided by the Company to the Assured for which the Company determines it or the Assured has or may become liable, and shall indemnify and hold harmless the Company in respect of any loss, damage, liability, cost or expense which the Company may incur in respect of such premium tax or other tax.

## **Section 41**

### **Cesser of insurance**

The Assured shall cease to be insured by the Company in respect of all insured Yachts upon the happening of any of the following:

- 41.1 In respect of the Assured:
  - 41.1.1 If there is a change of management or ownership of the insured Yacht.
  - 41.1.2 If the Assured is served in accordance with Section 40 (Payments to the Company) with a notice by the Company requiring him to pay any amount due to the Company and he fails to pay such amount on or before the date specified in such notice.
  - 41.1.3 Where the Assured is an individual, upon his death or if a receiving order shall be made against him or if he shall become bankrupt or make any composition or arrangement with his creditors generally or if he shall become incapable by reason of mental disorder of managing and administering his property and affairs.

41.1.4 Where the Assured is a corporation, upon the passing of any resolution for voluntary winding up (other than voluntary winding up for the purposes of company or group reorganisation) or upon an order being made for compulsory winding up or upon dissolution or upon a receiver or manager of all or part of the corporation's business or undertaking being appointed or upon possession being taken by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to the charge.

41.2 In respect of the insured Yacht:

41.2.1 If the insured Yacht becomes a total loss or is accepted under the Hull or War Risks Policies as being a constructive, compromised or arranged total loss. The Company will then be entitled to receive full annual premium and any outstanding payment will become immediately due in case the insured Yacht becomes a total loss or is accepted under the Hull or War Risks Policies as being a constructive, compromised or arranged total loss.

41.2.2 If the insured Yacht is missing for ten (10) calendar days from the date she was last heard of, or upon her being posted at Lloyd's as missing, whichever shall be the earlier.

41.2.3 If the insured Yacht is requisitioned by a State or government authority.

## Section 42

### Effect of cesser of insurance

42.1 If the cesser of the insurance occurs because of a cancellation for failure to pay premium or other sums due, the Assured shall cease to be insured as from the Attachment Date and the Company shall not be liable for any claims of whatsoever nature in respect of any insured Yacht under this Policy of Insurance, whether the incident giving rise to such claim occurred before or after the cesser of this insurance and notwithstanding the Company may have admitted liability for or appointed lawyers, surveyors or any other person to deal with any claims or the Company has posted or promised security. The Assured must in all cases make alternative arrangements for the defence or prosecution of any claims and for the provision of substitute security and do all things necessary to take over and handle any claims as prudent uninsured.

42.2 If the cesser of insurance occurs for any other reason, the Company shall remain liable for all claims under this Policy of Insurance arising from any incident which occurred before the cesser but shall be under no liability in respect of any claim arising out of any occurrence or Event after the cesser.

## Section 43

### Cancellation by the Company

43.1 The Company hereon may, upon notice in writing as the Company may decide, cancel the Company's participation under this Policy of Insurance in circumstances where the policyholder or Assured has exposed or may, in the opinion of the Company, expose the Company to the risk of being or becoming subject to any sanction, prohibition, restriction or adverse action in any form whatsoever, under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or any applicable sanctions law or regulation.

43.2 The Company hereon may, upon notice in writing as the Company may decide, cancel the Company's participation under this Policy of Insurance.

43.3 The Company hereon may serve immediate notice of cancellation to the Assured, where the Assured is in breach of his obligations of duty of fair presentation under Section 63 (Insurance Acts), breach of the Assured's obligations in respect of compliance with all requirements and recommendations of the Yacht's flag state, Class (if the Yacht is classed with a Classification society at the inception of this insurance), change of the Yacht's flag state or Class without prior approval of the Company, or, if in the sole opinion of the Company, the Assured has acted in a fraudulent manner or with wilful misconduct (in which case there shall be no return of premium to the Assured).

## Section 44

### Double insurance

- 44.1 There shall be no recovery from the Company of any claim in respect of liabilities and expenses which are recoverable under any other insurance effected by the Assured.
- 44.2 The Company shall not be liable for any franchise, deductible or deduction of a similar nature borne by the Assured under such other insurance.

## Section 45

### Claims

- 45.1 Upon the occurrence of any casualty, Event or matter likely to give rise to a claim under the Policy of Insurance, the Assured shall take all such steps as may be reasonable for the purpose of averting or minimising any expense of liability in respect of which he may be insured by the Company. Prompt notice must be given to the Company of any claim, dispute, matter or Event which has arisen or has occurred, all relevant facts of which the Assured has knowledge at the time of any notification shall be provided to the Company.
- 45.2 The Assured and his agents must provide the Company with any documents, reports, evidence or other information relevant to any claim, dispute, matter or Event which are within their possession, power or knowledge.
- 45.3 If the Assured fails in any of the obligations mentioned in Sections 45.1 and 45.2 above, the Company shall be entitled in its discretion to reject any claim arising out of the casualty.
- 45.4 The Company shall select any lawyer, surveyor or other expert or adviser and may, at its sole discretion, approve or decline any suggestions of the Assured in this regard. A lawyer, surveyor or other expert or adviser may report to the Company and provide documents or information to the Company, without prior referral of these matters to the Assured. The Company has the right to handle, settle or compromise claims or proceedings as it deems fit.
- 45.5 Notwithstanding Section 45.4 above, any reports or advices given pursuant to this Section shall not bind the Company to any course of action.
- 45.6 If the Assured makes any request for payment under the Policy of Insurance knowing it to be fraudulent or false in any respect (or in circumstances where it ought reasonably to be known to be so) or where the Assured colludes with a third party with a view to making a fraudulent claim hereunder then the Policy of Insurance shall be rendered automatically void and the Assured will forfeit all benefit under it and it shall be of no further effect. The Company shall be entitled to retain all and any premium already paid and to obtain a full indemnity from the Assured in respect of any costs and disbursements incurred by the Company in relation to the claim and in relation to the investigation of the Assured's conduct.
- 45.7 If the Assured becomes insolvent during the course of any claim to which the Company has given support, the Company shall thereupon reserve the right to withdraw that support forthwith.
- 45.8 Where the Company considers it appropriate and necessary it may provide letters of undertaking, bonds or bank guarantees on behalf of the Assured, as security for covered claims, providing the Assured has paid premium and any deductible due to the Company.
- 45.9 Where the Company has indemnified the Assured for any claim under the Policy of Insurance, the Company shall be entitled to any recovery from a Third Party in respect of that claim and the Assured shall, upon first request of the Company, provide all documents to enable the Company to exercise the Assured's rights of recovery.
- 45.10 The Assured must not admit liability for any claim and must not settle a claim without prior approval from the Company. The Assured must preserve any rights they may have to limit their liability and any rights they may have against any Third Party.
- If the Assured admits liability, settles or fails to preserve their limitation rights, or takes any action that encourages or results in a claim being made against them, or fails to promptly notify or provide information or access to their employees, the claim may be rejected or reduced.

If the Company pays the claimant, the Assured or the Assureds nominated broker, manager, agent or some other person whom the Assured nominates, the Companies liability shall be fully discharged.

- 45.11 Where an Assured or Co-Assured is entitled to limit any liability covered by the Company, there shall be no recovery in respect of such liability for more than the amount to which liability could have been limited.

#### **Section 46** **Maximum insured amount**

- 46.1 The maximum liability of the Company under this Policy of Insurance in respect of any one accident or occurrence relating to the insured Yacht and falling within the Period of Insurance shall be limited to the amounts specified in the Policy of Insurance.

- 46.2 Where more than one limit applies, the Company's liability shall not exceed the lowest applicable limit.

#### **Section 47** **Deductible**

The Deductible stated on the Certificate of Insurance will apply to every claim. If a single incident gives rise to a number of claims with different Deductibles then the total of all claims will be subject to the highest Deductible that applies to any one of the claims.

#### **Section 48** **Joint Assureds and Co-Assureds**

- 48.1 Joint Assureds

- 48.1.1 The Company may accept the insured Yacht owned by more than one party or managed by another company than the Assured, in which case each party shall be a Joint Assured.

- 48.1.2 Joint Assureds shall be jointly and severally liable to pay all amounts due to the Company.

- 48.2 Co-Assureds

- 48.2.1 The Company may agree to extend cover under the Policy of Insurance to Co-Assureds named in the Certificate of Insurance.

- 48.2.2 The cover afforded to the Co-Assured shall extend only insofar as such Co-Assureds may be found liable to pay in the first instance for loss or damage which is properly the responsibility of the Assured, and nothing herein contained shall be construed as extending cover in respect of any amount which would not have been recoverable from the Company by the Assured had the claim in respect of such loss or damage been made or enforced against him.

- 48.2.3 Co-Assureds shall not be liable for amounts due to the Company by the Assured, unless they approach the Company for cover in which case they will be jointly and severally liable to pay all amounts due to the Company.

- 48.3 Terms of cover

- 48.3.1 Any payment by the Company to the Assured or any one of the Joint Assureds, or any Co-Assureds, shall be deemed to be complete payment to the Assured and to all Joint Assureds and Co-Assureds jointly and shall fully discharge the obligations of the Company in respect of that payment.

- 48.3.2 The contents of any communication between the Company and the Assured, or any Joint Assured or any Co-Assureds, shall be deemed to be within the knowledge of the Assured and all Joint Assureds and Co-Assureds.

- 48.3.3 Any failure by the Assured, or any Joint Assured, or any Co-Assureds to comply with any of the obligations under this Policy of Insurance, shall be deemed to be a failure of the Assured and all Joint Assureds and Co-Assureds.

- 48.3.4 Any conduct or omission (including misrepresentation or non-disclosure) by the Assured, or any Joint Assured or any Co-Assureds, which would have entitled the Company to reject or reduce any claims shall be deemed to have been the failure of the Assured and all Joint Assureds and Co-Assureds.

- 48.3.5 The Company shall not cover any liability, loss, expenses and costs in respect of any dispute between the Assured and any Joint Assured, Co-Assureds or Affiliate, or between Joint Assureds, or between Co-Assureds and Affiliates.
- 48.3.6 The total liability of the Company in respect of any one Event, to the Assured, and to any Joint Assured or Co-Assureds shall not exceed such sum as would have been recoverable from the Company only by the Assured.
- 48.3.7 In the event that the total liability of the Company is less than the total sum claimed by the Assured and by any Joint Assured or Co-Assureds, the Company shall be entitled to apportion payment in proportion to the respective amounts claimed.

#### **Section 49**

##### **Disputes between Assureds**

In the event of a dispute between Assureds insured with the Company, the Company may insist that the dispute in question shall be submitted to the Company and/or to a legal, technical or other expert appointed by the Company, for an opinion prior to the commencement of court proceedings or arbitration. Any such opinion may not be referred to in any subsequent proceedings, but may be taken into account by the Company in determining to what extent the Company shall cover the costs of either Assured.

#### **Section 50**

##### **Interest and set off**

- 50.1 In no case whatsoever shall interest be paid on any amount due from the Company.
- 50.2 The Company shall be entitled to set off any amount due from the Assured against any amount due to the Assured.

#### **Section 51**

##### **Documentation**

It is warranted that the insured Yacht, its Crew, shall at all times, be properly documented, unless otherwise agreed in writing between the Assured and the Company.

Should the insured Yacht at any time to the knowledge of the Assured or any of its officers, or should any of them be reckless in relation thereto, carry false papers relating to the operation of the Yacht, the qualifications, number or competence of the Crew, then this Policy of Insurance shall be rendered automatically void and the Assured will forfeit all benefit under it and it shall be of no further effect.

#### **Section 52**

##### **Newly acquired Tenders or Toys or water sports equipment by the Assured or owner**

The Company will automatically cover Tenders or Toys or water sports equipment newly acquired by the Assured which are to be used in conjunction with a Yacht already insured by the Company.

The newly acquired Tenders or Toys or water sports equipment do not have to be submitted to the Company, unless:

- a. The nature of the newly acquired Tender or Toy or water sports equipment is materially different from the Tenders or Toys or water sports equipment on board already insured by the Company;
- b. The maximum speed of the Tender is exceeding 45 knots.

#### **Section 53**

##### **Lay-up**

If the Yacht has been laid-up for six (6) months or more outside its usual seasonal trading pattern, the Assured must give notice to the Company that the Yacht will be reactivated no less than seven (7) calendar days before the Yacht leaves its place of lay-up. When the Company receives notice from the Assured, the Company may appoint a surveyor, at the Assured's cost, to inspect the Yacht on behalf the

Company and the Assured must provide its full cooperation to this end. The Assured must comply with any recommendations that the Company makes following such an inspection. The company does not pay any claims arising after the Assured has failed to comply with any requirement of this Section 51, until the Assured has complied with all requirements of it, subject always to the provisions of the Insurance Act 2015. In no case does the Company pay claims which arise out of defects identified during such an inspection. The Company does not return premium for periods of lay-up notified in arrears.

#### **Section 54**

##### **Classification, certifying authority and flag state**

The insured Yacht must comply with all statutory requirements of its flag state and SOLAS, as applicable, and maintain and comply with all requirements of the classification society or certifying authority throughout the entire Period of Insurance. Even where there is no statutory requirement to do so, the Assured must ensure that a Master in command of the insured Yacht holds a navigational qualification that is suitable for a yacht of that size, the operations to be undertaken, and issued by an authority which is recognised by the Yacht's flag state. Subject to the provisions of the Insurance Act 2015, the Company will not pay any claims arising during such time as the Assured has failed to comply with this general condition, even if the Assured's failure to comply has not increased the risk of any loss.

#### **Section 55**

##### **Condition, other surveys and inspections**

55.1

The Company may at any time and for its sole benefit, conduct a survey of the condition or operation of the Yacht or an audit of the Assured's management systems.

55.2

If the survey or audit demonstrates that the condition or operation of the insured Yacht or her management systems are not satisfactory, the Company in its sole discretion, shall be entitled to restrict cover by way of an endorsement until the condition, operation and management of the insured Yacht or her management systems are satisfactory or issue a notice of cancellation of this insurance under Section 43.2 (Cancellation by the Company).

#### **Section 56**

##### **Private pleasure warranty**

It is warranted that the insured Yacht is to be used solely for private pleasure purposes and not to be hired or chartered unless prior written approval by the Company. This warranty does not apply if the insured Yacht is being used for corporate entertainment of the Assured.

#### **Section 57**

##### **Personal negligence**

Personal negligence or fault of the owner or Assured in the navigation of the insured Yacht or privity or knowledge in respect thereto (excepting loss, damage or liability wilfully or intentionally caused by the owner or Assured) shall not relieve the Company of liability under this Policy of Insurance.

#### **Section 58**

##### **Assignment**

58.1

No insurance provided by the Company and no interest in any contract between the Company and the Assured may be assigned without the written consent of the Company, who shall have the right in its sole discretion to give or refuse such consent without stating any reason or to give consent upon any such terms or conditions as the Company may think fit.

58.2

The Company shall be entitled, before paying any claim to an assignee of the Assured, to deduct or retain such amount as the Company may then estimate to be sufficient to discharge any liabilities of the Assured to the Company, whether existing at the time of the assignment or having accrued or being likely to accrue thereafter.

## **Section 59**

### **Forbearance and waiver**

No act, omission, course of dealing, forbearance, delay or indulgence by the Company, whether by its officers, servants, agents or otherwise, shall be treated as a waiver of any of his rights in respect of any of the terms and conditions in this Policy of Insurance.

## **Section 60**

### **Subrogation**

60.1

The Company shall be subrogated to all the rights which the Assured may have against any other Person or entity, in respect of any payment or promise of payment made in accordance with this Policy of Insurance, to the extent of such payment or that promise of payment, and the Assured shall, upon the request of the Company, execute all documents necessary to secure to the Company such rights.

60.2

The Company shall have the right to sue in the name of the Assured, and the Assured shall execute all papers and documents in connection therewith, as requested by the Company, and shall lend all assistance to the prosecution of any suit. The balance of any amount recovered after full reimbursement of the Company for its loss and all expenses incurred shall be paid to the Assured. Compliance with this requirement may, in the Company's discretion, be made a condition of the payment of a loss.

## **Section 61**

### **Notification and time limit**

Without prejudice to the duty of prompt notification contained in Section 45.1 (Claims), the Assured's claim against the Company shall be extinguished and the Company shall be under no further liability in respect thereof, if an Assured:

- a. fails to notify the Company of any casualty, Event or claim referred to in Section 45.1 (Claims) within one year after he has knowledge thereof or ought to have had knowledge thereof or;
- b. fails to submit a claim to the Company for reimbursement of any liabilities, costs and expenses within one year after discharging the same.

## **Section 62**

### **Law and jurisdiction**

62.1

This Policy of Insurance shall be governed by and construed in accordance with English Law.

62.2

The High Court in London shall have exclusive jurisdiction to hear and determine any claim or dispute under this Policy of Insurance.

62.3

The Insurance provided by the Company shall not, nor is it intended to, confer any right or benefit on any third party under the Contracts (Rights of Third Parties) Act 1999 or any similar provision, enactment or principle of law contained in the laws of any State which purports to do so.

## **Section 63**

### **Insurance Acts**

63.1

The Policy of Insurance and all contracts of insurance made by the Company shall be subject to and incorporate the provisions of the Marine Insurance Act and the Insurance Act and any statutory modification thereof except insofar as such Acts or modifications may have been expressly excluded by the Policy of Insurance or by any term of such contracts.

63.2

The following provisions of the Insurance Act 2015 ("the Act") are excluded from the Policy of Insurance and any contract of insurance as follows, save where the Assured is a Consumer as defined in Part 7 of the Policy Wording:

- a. Section 8 of the Act, on remedies for breach of duty of fair presentation, is excluded. As a result any breach of the duty of fair presentation shall entitle the Company to avoid the Policy of Insurance, regardless of whether the breach of the duty of fair presentation is innocent, deliberate or reckless.

- b. Section 10 of the Act, on breach of warranty, is excluded. As a result all warranties in the Policy of Insurance or any contract of insurance must be strictly complied with and if the Assured or any insured party fails to comply with any warranty the Company shall be discharged from liability from the date of the breach, regardless of whether the breach is subsequently remedied.
- c. Section 11 of the Act, on terms not relevant to the actual loss, is excluded. As a result the Policy of Insurance and all terms of the contract of insurance between the Company and the Assured and any insured party, including terms which tend to reduce the risk of loss of a particular kind, loss at a particular location and/ or loss at a particular time, must be strictly complied with and if the Assured or any insured party fails to comply with any such term, the Company's liability may be excluded, limited or discharged in accordance with the Policy of Insurance notwithstanding that the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.
- d. Section 13 of the Act, on remedies for fraudulent claims in group insurance, is excluded. As a result the Company shall be entitled to exercise its right to terminate the contract of insurance in respect of the Assured and all insured parties in the event that a fraudulent claim is submitted by or on behalf of the Assured and/or any insured party and/or any affiliated or associated company of the Assured.
- e. Section 13A of the Act, on implied term on payment of claims, is excluded. As a result the Policy of Insurance and the contract of insurance between the Company and the Assured and any insured party shall not be subject to nor shall the Company be in breach of any implied term that they will pay any sums due in respect of a claim within a reasonable time save where the breach is deliberate or reckless and Section 13A of the Act is excluded to this extent.
- f. Section 14 of the Act, on good faith, is excluded. As a result, the contract of insurance between the Company, the Assured and any insured party shall be deemed to be a contract of the utmost good faith, and any breach of the duty of the utmost good faith shall entitle the Company to avoid the contract of insurance.

## Section 64

### Sanctions clause

Notwithstanding any other terms under this Policy of Insurance, no insurance cover shall apply under this Policy of Insurance and the Company shall not be deemed to provide any cover, benefit or service or shall be liable to pay any sum in respect of any claim or to assist under this Policy of Insurance to the extent that the provision of such benefit, the settlement of any such claim or the provision of assistance or service would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions under the laws or regulations of the European Union or any applicable national law.

## Section 65

### Several liability clauses

A contract of insurance effected pursuant to the Policy of Insurance may incorporate one of the following subsections as will appear on the Certificate of Insurance.

65.1

Several Liability Clause I [CL. LSW 1001]

#### a. Insurance

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co subscribing insurer who for any reason does not satisfy all or part of its obligations.

#### b. Reinsurance

The subscribing reinsurers' obligations under contracts of reinsurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing reinsurers are not responsible for the subscription of any co-subscribing reinsurer who for any reason does not satisfy all or part of its obligations.

## Insurance or Reinsurance

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together).

The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA.

The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

## Part 6

# Additional Cover and Extension Clauses

In addition to the risks covered under Part 1 (Protection & Indemnity) of this Policy of Insurance, the Protection and Indemnity can be extended with the following optional clauses at terms and conditions to be approved and confirmed by the Company in writing prior commencement of such risk and included the Certificate of Insurance.

### Clause 1

#### Submarines, mini-sub and remotely operated vehicles (ROVs)

1.1

The coverage is extended to include liabilities arising out of the insured Yacht's Submarines, mini-sub and ROVs when under the control of the Assured's qualified Crew and provided that:

- a. the insured Yacht's Submarines, mini-sub and ROVs are constructed, surveyed, certified and operated in conformity with the applicable requirements, rules and regulations of the Yacht's Classification Society and flag state; and
- b. the insured Yacht's Submarines, mini-sub and ROVs are operated when the Assured is responsible for such activities and when these activities are taking place from the insured Yacht and only when the operator has been trained and certified in accordance with the manufacturer's guidelines;

Provided always that the maximum liability of the Company for all liability, losses, costs and expenses arising from any one Event of series of Events shall be EUR 5,000,000 any one accident or occurrence, combined single limit, and the Deductible is EUR 20,000 any one accident or occurrence, unless otherwise agreed by the Company in writing.

### Clause 2

#### Pre-delivery Crew cover

The coverage is extended to include liabilities, costs and expenses arising out of:

Actions or omissions of such Crew, and claims brought against the Assured by such Crew, where the Assured has entered into a written contract with:

- a. a yard for the purchase of a new Yacht and stations Crew at the yard or the port where the Assured's Yacht is being constructed and/or completed prior to hand-over and delivery of the Yacht by the yard to the Assured; or
- b. the seller for the purchase of a second hand Yacht and stations Crew onboard the Yacht for the purpose of inspection, work, familiarisation or hand-over.

Provided that:

- a. the cover under this Clause shall only cover such liabilities, costs and expenses insofar not covered under any other insurance; and
- b. no claim for damage caused to the Yacht or any equipment allocated to the Yacht shall be recoverable under the Policy of Insurance.

### Clause 3

#### Charter Use

3.1

The coverage is extended to include liabilities, costs and expenses when

- a. the Yacht is chartered on standard MYBA charter party terms provided that such contract is not amended in any manner which increases the Assured's liability. Any other type of Charter Party shall be previously approved by the Company in writing.

- b. the Yacht's charterers and the Guests are covered for claims arising directly from their charter and use of the Yacht and her equipment provided that the Yacht is under control and command of the Assured's qualified captain and Crew during the charter.

### 3.2

#### Exclusions and limitations

Bare-boat chartering: Claims arising from bare-boat chartering the Yacht are excluded, but if the Company pays certificated claims arising from bare-boat chartering, the Insured will reimburse the Company in full for such claims.

## Part 7

# Definitions

**Definitions for Part 1 Protection & Indemnity, Part 2 Defence Cover for Legal Costs, Part 3 War Protection & Indemnity Cover, Part 5 General Terms and Conditions, Part 6 Additional Cover and Extension Clauses.**

|                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Affiliate</b>                | A person who is affiliated to or associated with the Assured and to whom the Company has agreed (subject to restrictions) to extend the cover afforded to the Assured.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Application Form</b>         | An application for insurance, duly signed by the Assured, in the standard format stipulated by the Company, requiring the Assured to make a fair presentation of the risk to be insured in accordance with its duty under the Insurance Act and which makes disclosure in a reasonably clear and accessible way of every material circumstance of which the Assured knows or ought to know and which shall, together with any other relevant documents and representations, form the basis of the contract of insurance between the Assured and the Company.                                                                                                                     |
| <b>Associated Person</b>        | A company or other legal entity which controls or is controlled by or is under common control with the Assured.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Assured</b>                  | The person or company named as the Assured in the Certificate of Insurance. Where the Yacht is owned by a corporate entity, the beneficial owner will also benefit from the protection of the Policy of Insurance.                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Attachment Date</b>          | The first date on which the insurance commences.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Certificate of Insurance</b> | The document issued by the Company stating brief details of the risks attached and which is evidence of the contract of insurance including the endorsements provided as per Part 5 (General Terms and Conditions) Section 37 (Application of Insurance) under the Policy of Insurance.                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Class of Insurance</b>       | Any class of insurance which is referred to in the Policy of Insurance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Co-assured</b>               | Any person or Company named in the Certificate of Insurance, who is covered on the basis of "misdirected arrow" only.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Communicable Disease</b>     | <p>Communicable Disease means any disease, known or unknown, which can be transmitted by means of any substance or agent from any organism to another organism where:</p> <ol style="list-style-type: none"><li>The substance or agent includes but is not limited to a virus, bacterium, parasite or other organism or any variation or mutation of any of the foregoing, whether deemed living or not, and</li><li>The method of transmission, whether direct or indirect, includes but is not limited to human touch or contact, airborne transmission, bodily fluid transmission, transmission to or from or via any solid object or surface or liquid or gas, and</li></ol> |

- c. The disease, substance or agent may, acting alone or in conjunction with other co- morbidities, conditions, genetic susceptibilities, or with the human immune system, cause death, illness or bodily harm or temporarily or permanently impair human physical or mental health or adversely affect the value of or safe use of property of any kind.

|                             |                                                                                                                                                                                                                                                                                                                             |
|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Company</b>              | The carriers as mentioned in the Certificate of Insurance under the Security heading.                                                                                                                                                                                                                                       |
| <b>Consumer</b>             | An individual who enters into the Policy of Insurance wholly or mainly for purposes unrelated to his or her trade, business or profession.                                                                                                                                                                                  |
| <b>Crew</b>                 | Persons, including the Master, contractually obliged to serve on board the insured Yacht, including substitutes and including such persons while proceeding to or from the insured Yacht.                                                                                                                                   |
| <b>Day Worker</b>           | A person, not being a member of the Crew, employed by or on behalf of the Assured to carry out casual work onboard the Yacht on a temporary basis.                                                                                                                                                                          |
| <b>Deductible</b>           | The proportion, percentage or the limited sum of money to be borne by the Assured in respect of any claim.                                                                                                                                                                                                                  |
| <b>Event</b>                | Any event, including any occurrence or occurrences arising out of any such event unless the Company decides to treat each occurrence as a separate Event. An Event shall be deemed to have taken place at the time of the first occurrence which results in a claim or claims.                                              |
| <b>Extra Costs</b>          | Those additional costs necessarily and reasonably incurred by the Assured over and above the costs that would have been incurred by the Assured had the Event giving rise to the claim under this Insurance not occurred.                                                                                                   |
| <b>Insurance Act</b>        | The Insurance Act 2015 of the United Kingdom.                                                                                                                                                                                                                                                                               |
| <b>Guest</b>                | Non fare paying passenger on board of the Yacht.                                                                                                                                                                                                                                                                            |
| <b>Joint Assured</b>        | Where the Certificate of Insurance names more than one person as the Assured, any of those so named.                                                                                                                                                                                                                        |
| <b>Marine Insurance Act</b> | The Marine Insurance Act of 1906 of England and Wales.                                                                                                                                                                                                                                                                      |
| <b>Period of Insurance</b>  | Twelve months as from the Attachment Date of the insured Yacht or such lesser period as the Company shall agree.                                                                                                                                                                                                            |
| <b>Personal Effects</b>     | Cash, bank cards, jewellery, watches, precious metals or stones or other objects of a rare or precious nature, of Crew or Guests or others.                                                                                                                                                                                 |
| <b>Policy of Insurance</b>  | The Company's Yacht P&I Policy Wording consisting of Part 1 Protection & Indemnity (Class 1), Part 2 Defence Cover for Legal Costs (Class 2) if applicable, Part 3 War Protection& Indemnity Cover if applicable, Part 4 Personal Accident and Illness Insurance if applicable, Part 5 General Terms and Conditions, Part 6 |

Additional Cover and Extension Clauses if applicable, Part 7 Definitions, the Annex, the Application Form and the Certificate of Insurance.

**Submarine**

A craft that is designed to travel under the surface of the water and where its occupant(s) is/are fully enclosed inside such craft or vessel.

**Tenders**

Any craft that is carried on board the Yacht and/or towed by the Yacht, permanently belonging to the Yacht, and used in connection with the Yacht, and owned by the Assured.

**Third Party**

Any person or company other than the Assured, Joint Assured or Co-Assured or Associated Persons.

**Toys**

Any personal watercraft (PWC), jet ski, sea bob and other watercraft (other than the Yacht or Tender), para-sailers, para-gliders, bananas, doughnuts or any inflatable equipment or other watersports equipment, unmanned aerial vehicles (drones) owned and/or operated by the Assured, which are designed and built for recreational use in and stored onboard the Yacht.

**Yacht**

A motor and/or sailing vessel used for recreation and pleasure, as opposed to work (whether under construction or otherwise), the name of which appears in the Certificate of Insurance.

**Definitions for Part 4 Personal Accident and Illness Insurance**

**Accident**

A sudden, unexpected, unusual, specific Event which occurs at an identifiable time and place, but shall also include exposure resulting from a mishap to a conveyance in which the insured Person is travelling.

**Air Travel**

To be in or on or boarding an aircraft for the purpose of flying therein or alighting therefrom following a flight.

**Assignment**

Any Assignment undertaken by an Insured Person on behalf of the Assured. Cover will be operative from the departure of the Insured Person from residence or the commencement of the Period of Insurance (whichever occurs last) until arrival back at the Insured Person's residence or the expiry of the Period of Insurance (whichever occurs first).

**Bodily Injury**

An identifiable physical injury which:

- a. is caused by an Accident, and
- b. solely and independently of any other cause, except Illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or Disability of the insured Person within 12 months from the date of the Accident.

In the event of disappearance of the Insured Person, if after a suitable period of time (and in any event not more than 60 days) it is reasonable to believe death has occurred as a result of Bodily Injury, and the total sum insured under category "Accidental death" will become payable subject to a signed undertaking by or on behalf of the Assured that if the belief is subsequently found to be wrong, such benefit will be refunded to the Company.

Death or Disability caused as a direct result of exposure to the elements will be deemed to have been caused by Bodily Injury for the purposes of this Policy of Insurance.

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Emergency</b>                  | A serious situation or occurrence that happens unexpectedly and demands immediate action.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Guest</b>                      | Non fare paying passenger on board the Yacht.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Illness</b>                    | Illness of the Insured Person which declares itself during the period of this Policy of Insurance and occasions the total Disability of the Insured Person within twelve (12) months after declaring itself.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Insured Person</b>             | Crew and/or Guest.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Loss of Limb</b>               | A loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Medical Expenses</b>           | <p>Usual, customary and reasonable expenses necessarily incurred in respect of medical, surgical or remedial attention or treatment given or prescribed by a qualified medical practitioner, hospital, nursing home, ambulance charges and dental and optical treatment undertaken outside of the Insured Person's country of domicile.</p> <p>Dental and optical expenses however will be limited to expenses incurred due to treatment required as a result of Bodily Injury or in an Emergency.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Permanent Total Disability</b> | Disability which entirely prevents the Insured Person from attending to any business or occupation of any and every kind and which lasts twelve (12) months and at the expiry of that period is beyond hope of improvement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Personal Baggage</b>           | Clothing and Personal Effects belonging to the Insured Person or for which he is responsible and which are carried by him.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Temporary Total Disability</b> | Disability which entirely prevents the Insured Person from attending to his usual business or occupation of any and every kind.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Travel Expenses</b>            | <p>Reasonable additional costs necessarily incurred:</p> <ol style="list-style-type: none"> <li>For travel and accommodation in respect of an Insured Person and up to two persons who on the advice of a registered medical practitioner, are required to travel with, or remain with, or escort that Insured Person. In the case of travel such expense will be limited to EUR 100,000 or currency equivalent. Travel for an Insured Person will only be deemed necessary if a qualified medical practitioner estimates that the Insured Person is likely to be totally disabled for a period in excess of eight weeks and/or a qualified medical practitioner certifies that the Insured Person should travel because local facilities are inadequate for the treatment of his condition or his prospects of recovery will be substantially improved.</li> <li>In the case of death, up to the limit of EUR 7,500 or currency equivalent for either expenses incurred in respect of burial or cremation of an Insured Person outside his country of domicile or the reasonable expenses incurred in transporting an Insured Person's body or ashes to his normal place of residence.</li> </ol> |

Words in the singular shall include the plural and vice versa. Words in the masculine shall include the feminine. The headings and subheadings in this Policy of Insurance are for guidance only and are not to be taken into account in its construction or interpretation.

# ANNEX

## Scale of Permanent Disabilities by Accident

### Amount of benefit

The amount of benefit is calculated as a percentage of the individual benefit awarded to the Insured Person based on the degree of disability caused by the Accident. In the event of loss of or total functional incapacity of sensory organs or the following body as a result of an Accident the following percentages shall apply:

| Permanent Total Disability                         |      |
|----------------------------------------------------|------|
| Total loss of sight of both eyes                   | 100% |
| Total incurable insanity                           | 100% |
| Loss of both arms or both hands                    | 100% |
| Complete deafness of both ears of traumatic origin | 100% |
| Removal of the lower jaw                           | 100% |
| Loss of speech                                     | 50%  |
| Sense of smell                                     | 50%  |
| Loss of one arm and one leg                        | 100% |
| Loss of one arm and one foot                       | 100% |
| Loss of one hand and one foot                      | 100% |
| Loss of one hand and one leg                       | 100% |
| Loss of both legs                                  | 100% |
| Loss of both feet                                  | 100% |

Anchyllosis of the fingers (other than thumb, and forefinger) and of the toes (other than the big toe) shall only entitle to 50% of the compensation which would be due for the loss of the said members.

| Permanent Partial Disability                                                                   |     |
|------------------------------------------------------------------------------------------------|-----|
| <b>Head:</b>                                                                                   |     |
| Loss of osseous substance of the skull in all its thickness surface of at least 6 sq cm        | 40% |
| Loss of osseous substance of the skull in all its thickness surface of 3 to 6 sq cm            | 20% |
| Loss of osseous substance of the skull in all its thickness surface of less than 3 sq cm       | 10% |
| Partial removal of the lower jaw, rising section in its entirety or half of the maxillary bone | 40% |
| Loss of one eye                                                                                | 40% |
| Complete deafness of one ear                                                                   | 30% |

**Permanent Partial Disability (continued)**

| <b>Upper limbs:</b>                                                                                 | <b>Right</b> | <b>Left</b> |
|-----------------------------------------------------------------------------------------------------|--------------|-------------|
| Loss of one arm or one hand                                                                         | 60%          | 50%         |
| Considerable loss of osseous substance of the arm (definite and incurable lesion)                   | 50%          | 40%         |
| Total paralysis of the upper limb (incurable lesion of the nerves)                                  | 65%          | 55%         |
| Total paralysis of the circumflex nerve                                                             | 20%          | 15%         |
| Shoulder ankylosis                                                                                  | 40%          | 30%         |
| Elbow ankylosis in favourable position (15 degrees round the right angle)                           | 25%          | 20%         |
| Elbow ankylosis in unfavourable position                                                            | 40%          | 35%         |
| Extensive loss of osseous substance of the two bones of the forearm (Definite and incurable lesion) | 40%          | 30%         |
| Total paralysis of the median nerve                                                                 | 45%          | 35%         |
| Total paralysis of the radial nerve at the torsion cradle                                           | 40%          | 35%         |
| Total paralysis of the forearm radial nerve                                                         | 30%          | 25%         |
| Total paralysis of the hand radial nerve                                                            | 20%          | 15%         |
| Total paralysis of the cubital nerve                                                                | 30%          | 25%         |
| Ankylosis of the wrist in favourable position (straight and in pronation)                           | 20%          | 15%         |
| Ankylosis of the wrist in unfavourable position (flexion or strained extension or supine position)  | 30%          | 25%         |
| Total loss of thumb                                                                                 | 20%          | 15%         |
| Partial loss of thumb (ungual phalanx)                                                              | 10%          | 5%          |
| Total ankylosis of thumb                                                                            | 20%          | 15%         |
| Total amputation of forefinger                                                                      | 15%          | 10%         |
| Amputation of two phalanges or forefinger                                                           | 10%          | 8%          |
| Amputation of the ungual phalanx or forefinger                                                      | 5%           | 3%          |
| Simultaneous amputation of thumb and forefinger                                                     | 35%          | 25%         |
| Amputation of thumb and a finger other than forefinger                                              | 25%          | 20%         |
| Amputation of two fingers other than thumb and forefinger                                           | 12%          | 8%          |
| Amputation of three fingers other than thumb and forefinger                                         | 20%          | 15%         |
| Amputation of four fingers including thumb                                                          | 45%          | 40%         |
| Amputation of four fingers excluding thumb                                                          | 40%          | 35%         |
| Amputation of the median fingers                                                                    | 10%          | 8%          |
| Amputation of a fingers other than thumb, forefinger and median                                     | 7%           | 3%          |

| Permanent Partial Disability (continued)                                                                                                               |     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| <b>Lower limbs</b>                                                                                                                                     |     |
| Amputation on thigh (upper half)                                                                                                                       | 60% |
| Amputation on thigh (lower half) and leg                                                                                                               | 50% |
| Total loss of foot (tibio-tarsal disarticulation)                                                                                                      | 45% |
| Partial loss of foot (sub-ankle-bone disarticulation)                                                                                                  | 40% |
| Partial loss of foot (medio-tarsal disarticulation)                                                                                                    | 35% |
| Partial loss of foot (tarso-metatarsal disarticulation)                                                                                                | 30% |
| Total paralysis of lower limb (incurable nerve lesion)                                                                                                 | 60% |
| Complete paralysis of the external popliteal sciatic nerve                                                                                             | 30% |
| Complete paralysis of the internal popliteal sciatic nerve                                                                                             | 20% |
| Complete paralysis of two nerves (popliteal sciatic external and internal)                                                                             | 40% |
| Anchylosis of the hip                                                                                                                                  | 40% |
| Anchylosis of the knee                                                                                                                                 | 20% |
| Loss of osseous substance from thigh or both bones of the leg (incurable condition)                                                                    | 60% |
| Loss of osseous substance of the knee-pan with considerable separation of the fragments and considerable difficulty of movements in stretching the leg | 40% |
| Loss of osseous substance of the knee-pan while the movements are preserved                                                                            | 20% |
| Shortening of the lower limb by at least 5 cm                                                                                                          | 30% |
| Shortening of the lower limb by 3 to 5 cm                                                                                                              | 20% |
| Shortening of the lower limb by 1 to 3 cm                                                                                                              | 10% |
| Total amputation of the entire toe                                                                                                                     | 25% |
| Amputation of four toes including big toe                                                                                                              | 20% |
| Amputation of four toes                                                                                                                                | 10% |
| Anchylosis of the big toe                                                                                                                              | 10% |
| Amputation of two toes                                                                                                                                 | 5%  |
| Amputation of one toe other than the big toe                                                                                                           | 3%  |

Permanent disabilities by Accident not mentioned above shall be compensated in accordance with their seriousness as compared with that of those mentioned, the occupation of the Insured Person not being taken into consideration.

The partial or total "functional" disability not specifically dealt with in the scale of permanent disabilities by Accident, of a limb or an organ is treated like the partial or total loss of the said limb or organ.

The total compensation payable in respect of several disabilities due to the same Accident is calculated by adding together the various sums, but shall not exceed the total sum insured under category "Permanent Disability".

If the Insured Person is left-handed and has specifically mentioned this on the proposal form, the percentages set out above for the various disabilities of the right upper limb and left upper limb will be transposed.

# Complaints Clause

**Do you have a complaint about an MSIG Specialty Marine NV product, our services or any third party acting on our behalf?**

**Please find our complaint procedure on our website:** <https://www.msamlin-marine.com/contact-us/complaints/>

We recommend that you first contact the manager of the records concerned at MSIG Specialty Marine NV and/or that person's supervisor. If this fails to lead to a satisfactory outcome, you can submit a formal complaint.

You can submit the formal complaint by letter to:

MSIG Specialty Marine NV  
Complaints Manager  
Boulevard du Roi Albert II, 37  
B-1030 Brussels, Belgium.

Or you can send it by e-mail to [MSAM.Complaints@msamlin.com](mailto:MSAM.Complaints@msamlin.com)

Your complaint will be handled according to the rules of your country of residence.

If you disagree with the final response you received from us please follow the steps below.

Within the EU you can contact your local national Ombudsman and if you reside in the UK, you can contact the Financial Ombudsman Service. If none of these are applicable, please follow the rules of your country of residence.

In all cases, the Ombudsman can be contacted unless otherwise agreed in your contract.

Within the EU and the UK, you may still be able to take your complaint to court if you are not satisfied with the outcome. In other cases, please follow the rules of your country of residence.

# Contact Details

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MSIG Specialty Marine - BR&BD - SHIPOWNERS P&I - JAN 2025

MSIG Specialty Marine NV - Registered office at Boulevard du Roi Albert II 37, 1030 Brussels (Belgium) - [www.msigspecialtymarine.com](http://www.msigspecialtymarine.com)  
Registration Number BCE 0670.726.393 - Supervisory Authority : Financial Services and Markets Authority ("FSMA") Brussels  
Statute : Belgian Mandated Underwriters and Belgian Reinsurance agents

UK branch - The Leadenhall Building 122 Leadenhall Street, London, EC3V 4AG - Registration number of the company Companies House number FC031206 - Registration Number of the Branch BR016272 - Registered with the Financial Conduct Authority ("FCA") number 985124  
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