ASSOCIATES LTD

Yacht and Liability Clauses

Crew's Mess AmTrust 1.3.17 (CMAT 1.3.17)

CO-INSURED CLAUSE

Notwithstanding the fact that such parties as advised are hereby named in their capacity as advised as Co-Insured in this Policy, this cover will only extend insofar as they may be found liable to pay in the first instance for liabilities which are properly the responsibility of the Insured, and nothing herein contained shall be construed as extending cover in respect of any amount which would not have been recoverable hereunder by the Insured had such claim been made or enforced against him. Once indemnification hereunder has been made there shall be no further liability hereunder to make any further payment to any person or company whatsoever, including the Insured, in respect of that Claim.

CROATIA EXCLUSIONS AND WARRANTIES

1) All deductibles are doubled whilst in Croatian waters.

2) Excludes losses arising from war declared or not, civil war, insurrection, rebellion, revolution or the consequence of any of these.

3) Excludes losses arising from capture, seizure, arrest or detainment by any government power or authority, lawful or otherwise.

4) Piracy of, and/or, to, and/or taking of insured vessel, or loss or losses arising therefrom are excluded.

5) Theft cover, in respect of property on board and/or the insured vessel itself, or any part thereof, or loss or damage arising out of Theft, or attempted theft is excluded absolutely: unless insured vessel is moored within a commercial marina agreed in writing by Underwriters hereon.

CUBA, COLOMBIA AND HAITI EXCLUSIONS AND WARRANTIES

1) All deductibles are doubled whilst in Cuban/Colombian/Haitian waters.

2) Confiscation by any Authority is excluded.

3) Piracy of, and/or, to, and/or taking of the insured vessel, or loss or losses arising therefrom are excluded.

4) Theft cover, in respect of property on board and/or the insured vessel itself, or any part thereof, or loss or damage arising out of theft, or attempted theft is excluded absolutely: unless the insured vessel is moored within a commercial marina previously agreed in writing by the Underwriters thereon.

COLOMBIA AND HAITI EXCLUSIONS AND WARRANTIES (USA Flag / Insured)

1) All deductibles are doubled whilst in Colombian/Haitian waters.

2) Confiscation by any Authority is excluded.

3) Piracy of, and/or, to, and/or taking of the insured vessel, or loss or losses arising therefrom are excluded.

4) Theft cover, in respect of property on board and/or the insured vessel itself, or any part thereof, or loss or damage arising out of theft, or attempted theft is excluded absolutely: unless the insured vessel is moored within a commercial marina previously agreed in writing by the Underwriters thereon.

LENDER'S LOSS PAYABLE ENDORSEMENT

1) Loss or damage, if any, under this policy, shall be paid to the Payee named within this policy, its successors and assigns, hereinafter referred to as "the Lender" in whatever form or capacity its interests may appear and whether said interest be vested in said Lender to its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said Lender.

2) In the event of failure of the Insured to pay any premium or additional premium which shall be or become due under the terms of this policy or on account of any change in occupancy or increase in hazard not permitted by this policy,

the Underwriters agree to give written notice to the Lender of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lender hereunder that the Lender when so notified in writing by the Underwriters of the failure of the Insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Underwriter's demand in writing thereof. If the Lender shall decline to pay said premium or additional premium, the rights of the Lender under this Lender's Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lender.

3) Whenever the Underwriters shall pay to the Lender any sum for loss or damage under this policy and shall claim that as to the insured no liability therefore exists, the Underwriters, at their option, may pay to the Lender the whole principle sum and interest and other indebtedness due or to become due from the insured, whether secured or unsecured, (with refund of all interest not accrued), and the Underwriters, to the extent of such payment, shall thereupon receive a full assignment and transfer, without recourse, of the debt and all rights and securities held as collateral thereto.

4) If there be any other insurance upon the within described property, the Underwriters shall be liable under this policy as to the Lender for the proportion of such loss or damage that the sum hereby Insured bears to the entire insurance of similar character on said property under policies held by, payable to and expressly consented by the Lender. Any Contribution Clause included in any Fallen Building Clause Waiver or any Extended Coverage Endorsement attached to this contract of insurance is hereby nullified, and also any Contribution Clauses in any other endorsement or rider attached to this contract of insurance is hereby nullified except Contribution Clauses for the compliance with which the Insured has received reduction in the rate charged or has received extension of coverage to include hazards other than fire and compliance with such Contribution Clause is made part of the consideration for insuring such other hazards. The Lender upon payment to it of the full amount of its claim, will subrogate the Underwriters (pro rata with all other insurers contributing to said payment) to all of the Lender's rights of contribution under said other Insurance.

5) The Underwriters reserve the right to cancel this policy at any time, as provided by its terms, but in such case this policy shall continue in force for the benefit of the Lender for ten (10) days after written notice of such cancellation is received by the Lender and then cease.

6) This policy shall remain in full force and effect as to the interest of the Lender for a period of ten (10) days after its expiration unless an acceptable policy, in renewal thereof with loss thereunder payable to the Lender in accordance with the terms of this Lender's Loss Payable Endorsement, shall have been issued by some insurance company and accepted by the Lender.

7) Should legal title to and beneficial ownership of any property covered under this policy become vested in the Lender or its agents, insurance under this policy shall continue for the term thereof for the benefit of the Lender but, in such event, any privileges granted by this Lender's Loss Payable endorsement which are not also granted the Insured under the terms and conditions of this policy and/or under other riders or endorsements attached thereto shall not apply to the insurance hereunder as respects such property.

8) All notices herein provided to be given by the Underwriters to the Lender in connection with this policy and this Lender's Loss Payable Endorsement shall be mailed to or delivered to the Lender at its office or branch described within this policy.

LIMITED POLLUTION COVERAGE ENDORSEMENT

It is hereby noted and agreed, that in consideration of the premium charged herein, we agree to indemnify you for reasonable costs incurred by you preventing or mitigating a pollution hazard or threat thereof resulting directly from damage to the scheduled vessel, where coverage is afforded under this insuring agreement, provided always that such pollution hazard or the threat thereof:

a) Was sudden, unintentional and unexpected by you.

b) That the incident commenced during the period of this insuring agreement.

c) It became known to you not later than 72 hours of its commencement.

d) Was reported in writing not later than seven days after having become known to you.

e) Was not a result of your want of due diligence of that or your managers, servants or agents to prevent or mitigate such pollution hazard or thereat thereof.

The maximum amount recoverable under this section shall be as shown in the schedule less the policy deductible detailed in the Schedule. These reasonable expenses must be incurred within one year from the commencement of the incident giving rise to a claim hereunder, and will reduce any amount payable under this insuring agreement.

Nothing herein contained shall be held to vary, waive or extend any other term, clause, condition, warranty or exclusion contained in this insuring agreement.

LOSS OF YACHT CHARTER HIRE

A) If in consequence of any loss, damage or occurrence covered hereon and occurring during the period of this insurance the vessel is prevented from earning hire then this policy shall indemnify the Insured to the extent of the net charter fees so lost (as defined below) for each 24 hours during which the vessel is so prevented from earning hire for not exceeding sixty seven (67) days in respect of any one accident or occurrence and in all provided that the repairs in respect of which a claim is made hereunder are completed within three months of the expiry of the period covered by this policy.

For the purposes of this clause the daily charter fee shall be calculated at pro rata of the appropriate published weekly rate of hire (as agreed with Underwriters) less all normal expenses not incurred during the period the vessel is off hire. Normal expenses are deemed to be the cost of fuel, stores and provisions, and commissions, dues or similar expenditure.

Any indemnity recoverable under this policy will be restricted to losses incurred under signed charter agreement for which payment of a binding deposit has been made prior to the date of casualty, and only for the amount in excess of the first seven days charter hire so lost in respect of each accident.

B) No claim to attach to this policy if the accident in respect of which such claim arises in the cause of the vessel becoming a Total or Constructive Total Loss.

C) In all cases where a recovery is obtained from third parties in respect of loss of earnings or demurrage such recovery shall be apportioned between the Insured and the Underwriters as their respective interests may appear.

D) Subject to cruising confined to Policy Limits. Cruising outside these limits may be covered at terms to be agreed subject to prior notice.

E) Should the vessel at the expiration of this policy be at sea or in distress at a port of refuge or of call, the vessel shall, provided previous notice be given to the Underwriters, be held covered at a pro rata daily premium to the port of destination

F) In the event of the vessel named herein being sold this insurance is automatically cancelled, unless Underwriters written agreement to the transfer of ownership is obtained prior to the date of sale.

G) (1) Warranted that hull insurance is maintained during the period of this insurance on full conditions.
(2) Warranted that the vessel named herein is under the charge of a professional skipper appointed by the Owner or his Agent.

H) In the event of an accident which may give rise to a claim hereon immediate notification is to be given to the Underwriters advising location of the vessel, nature of the damage and an estimate of the time required to effect repairs. Subject to this condition the Insured shall effect or cause to have affected, all repairs (temporary or permanent) with due diligence and dispatch. Underwriters to have the right to require the Insured to incur and expense that would reduce Underwriters' Liability under this policy provided such expense is for Underwriters account.

I) Underwriters reserve the right to appoint an independent examiner to inspect the books and accounts of the Insured at any time.

J) For the purpose of this insurance the maximum daily hire rates are agreed at €600.00

NON-EMERGENCY TOWING & ASSISTANCE ENDORSEMENT

It is hereby noted and agreed that cover hereon is extended to include Non Emergency Towing and Assistance if for any reason the Insured vessel becomes disabled, other than for a peril covered by this policy, and while away from a "safe" harbour, Underwriters will pay reasonable costs up to the Sum Insured shown under "Towing" within the Schedule and subject to the deductible, as below:-

1) Towing to the nearest appropriate place where necessary repairs may be made,

OR

2) The cost of delivery of necessary fuel or repair parts to the site of disablement (excluding the cost of such items to be delivered),

OR

3) The cost of emergency labour performed at the site of disablement.

RACING ENDORSEMENT

It is hereby noted and agreed that cover hereon is extended to include Sailboat Racing, provided there is no International Yacht Racing Union Jury, and subject to the following endorsement.

In consideration of the premium charged this policy is extended to include risks whilst racing or simulated racing, but excluding damage to Masts, Spars, Sails, Running and Standard Rigging and subject to the deductibles shown under sections Hull & Machinery", "Protection & Indemnity", "Crew Liability", "Passenger Liability" and "Personal Property" being doubled in respect of each and every loss arising from or during Racing and or simulated racing.

WATER SKIING COVERAGE LIMITATION OF LIABILITY ENDORSEMENT

It is hereby noted and agreed that whilst the schedule vessel is being used for water skiing the Third Party Liability Limits are as below:-

Property Damage	USD 25,000,
Bodily Injury	USD 25,000
Maximum any one incident	USD 50,000

The above limits shall apply from the time any person or persons shall begin to leave the schedule vessel, or such activity commences, and will continue until the person or persons are safely back on board the vessel, or such activity ceases completely, nothing herein contained shall be held to vary, waive, or extend any of the exclusion conditions or other terms of this insuring agreement.

HURRICANE PLAN CLAUSE

It is a condition precedent to liability under this Policy that a signed and dated Hurricane Plan is to be agreed by underwriters prior to cover being granted for Named Windstorm coverage.

PROPOSAL FORM CLAUSE

It is a condition precedent to liability under this Policy that a satisfactory signed proposal form is to be agreed by underwriters within 14 days of attachment of this Policy.

CAPTAINS RESUME CLAUSE

It is a condition precedent to liability under this Policy that the Captains resume, loss record and license are to be agreed by underwriters prior to attachment.

BROKERS CANCELLATION CLAUSE

In the event of the Insured, or their agents on whose instructions this insurance may have been effected, failing to pay London Marine Insurance Services Ltd the premium or any instalment thereof on the due date, this policy may be cancelled forthwith by London Marine Insurance Services Ltd giving to the underwriters notice in writing and the underwriters will thereupon return to London Marine Insurance Services Ltd pro rata premium from the date of notice or from such later date as cancellation may be required in the said notice.

In the event of cancellation under this agreement or by virtue of curtailment of cover for any other reason whatever, London Marine Insurance Services Ltd shall be entitled to all brokerage or commissions under this insurance without regard to the time the cover was in force. This clause shall not prejudice or affect London Marine Insurance Services Ltd's lien on this insurance for any amounts remaining due to it from the Insured, whether in connection with this insurance or otherwise, or any other rights of London Marine Insurance Services Ltd against the Insured.

UNREPAIRED DAMAGE VALUATION ENDORSEMENT

It is hereby understood and agreed that in the event of an incident giving rise to a claim under this policy the INSURED BOAT shall be valued on the basis of the actual market value at the time of the incident. However at no time shall the actual market value exceed the scheduled value of the INSURED BOAT unless the Underwriters have agreed in writing and the appropriate additional premium paid.

The policy shall revert to an agreed value policy once the repairs have been satisfactorily completed.

All other terms clauses and conditions of the policy remain unchanged.

It is hereby understood and agreed that in the event of an incident-giving rise to a claim under this policy, the INSURED BOAT shall be valued on the basis of the actual market value at the time of the incident. However at no time shall the actual market value exceed the scheduled value of the INSURED BOAT unless the COMPANY has agreed in writing and the appropriated additional premium paid.

This policy shall revert to an agreed value policy once the repairs have been satisfactorily completed and this policy has been amended in writing.

MINIMUM PREMIUM EARNED

Minimum premium is deemed 25% earned if cancelled by the Insured within 91 days of inception

SURVEY REQUIREMENT

It is warranted that a survey is in force and that all of the Surveyor's recommendations contained therein have been complied with

PHOTOGRAPH REQUIREMENT

This insurance is subject to a photograph of the insured vessel being provided to Underwriters within 14 days of the attachment date

HULL DEDUCTIBLE

The Insurer will not indemnify the Insured in respect of 1% of the hull value on each and every claim.

If any amount paid by the Insurer includes the above amount then the Insured shall immediately reimburse the Insurer.

All other terms clauses and conditions of the policy remain unchanged.

HULL DEDUCTIBLE

The Insurer will not indemnify the Insured in respect of 2% of the hull value on each and every claim.

If any amount paid by the Insurer includes the above amount then the Insured shall immediately reimburse the Insurer.

All other terms clauses and conditions of the policy remain unchanged.

HULL DEDUCTIBLE

The Insurer will not indemnify the Insured in respect of 3% of the hull value on each and every claim.

If any amount paid by the Insurer includes the above amount then the Insured shall immediately reimburse the Insurer.

All other terms clauses and conditions of the policy remain unchanged.

HULL DEDUCTIBLE

The Insurer will not indemnify the Insured in respect of 4% of the hull value on each and every claim.

If any amount paid by the Insurer includes the above amount then the Insured shall immediately reimburse the Insurer.

All other terms clauses and conditions of the policy remain unchanged.

HULL DEDUCTIBLE

The Insurer will not indemnify the Insured in respect of 5% of the hull value on each and every claim.

If any amount paid by the Insurer includes the above amount then the Insured shall immediately reimburse the Insurer.

All other terms clauses and conditions of the policy remain unchanged.

ARBITRATION CLAUSE - US LAW

It is hereby agreed by Underwriters that the Pre-Dispute Arbitration Clause English Law section in the Wording be deleted in its' entirety and replaced with the following;

Pre-Dispute Arbitration Clause US Law Amendment

A. You the insured(s) by accepting this insuring agreement agree(s) that the following disclosures are part and parcel of the Pre-dispute Arbitration Clause and are conditions precedent to the issuance of the insuring agreement:

   1. The parties are hereby waiving their right to seek remedies in Court, including a jury trial.
   2. Pre-arbitration discovery is generally more limited than and different from Court proceedings.
   3. The arbitrator's award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.
   4. Arbitration is final and binding on all parties.

B. The Insured agrees to submit any and all controversies arising under this insuring agreement to arbitration. This includes if that person is entitled to recover at all and if so how much in damages;

   1. When any party makes a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third arbitrator.
   2. Each party will pay the expenses it incurs; and bear the expenses of the third arbitrator equally.
   3. No person will bring a putative or certified class action to arbitration.
   4. Both parties to agree as to the location of the arbitration, agreement not to be withheld unreasonably. If the parties fail to agree, then arbitration will take place in New York, New York State USA and a decision agreed to by two of the arbitrators will be binding.
   5. This arbitration and any coverage or damages will be interpreted in accordance with the laws of the state of New York as pertaining to Maritime Federal Law and Customs.

SINGLE HANDED SAILING ENDORSEMENT

It is hereby noted and agreed that cover hereon is extended to include “Single Handed” sailing subject to the terms and conditions as below:-

1) Move the Insured vessel with-in a Marina from a storage unit or dock for refuel and return.

2) During Day Light hours only, being "dawn to dusk".

3) All deductibles are doubled.

4) Maximum “offshore” mileage limit is as declared within the policy, however at no time will this exceed 50 miles.

THEFT EXTENSION WHILST VESSEL STORED ON LAND ENDORSEMENT

It is hereby noted and agreed that whilst vessel stored on land, theft coverage is restated as if vessel afloat

USA ARBITRATION CLAUSE

If this policy is subject to US Law and Practice, both parties to agree as to the location of the arbitration, agreement not to be withheld unreasonably. If the parties fail to agree, then arbitration will take place in New York, New York State USA and a decision agreed to by two of the arbitrators will be binding.