

# YACHT & PLEASURE CRAFT POLICY

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## GENERAL PROVISIONS

The Insured has by a Proposal and Declaration which is the basis of and forms part of this contract applied to Bahamas First General Insurance Company Limited (hereinafter called the Insurers) for this insurance and has paid or agreed to pay the premium for the first period of insurance and for any subsequent period which may be agreed.

The Insurers agree to indemnify the Insured against loss, damage and liability as defined in this contract occurring during the period of insurance.

This policy, the Schedule and any memoranda thereon shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy, Schedule or Memoranda shall bear such meaning wherever it may appear.

The Insurers shall not be liable under this Policy unless the conditions have been fulfilled.

Signed for and on behalf of the Insurers  
Bahamas First General Insurance Company Limited

Date

## **YACHT & PLEASURE CRAFT POLICY**

### **DEFINITIONS**

The following definitions apply to this insurance:

- VESSEL** the vessel herself, her machinery, boat(s), gear and equipment, such as would normally be sold with the vessel;
- IN COMMISSION** the period when the vessel is fitted out or available for immediate use;
- LAI D UP** the period when the vessel is in a safe berth for storage out of use and not available for use nor used for living on board.

### **SCOPE OF COVER**

The vessel is covered

- (a) whilst in commission within the cruising limits stated in the Schedule at sea or on inland waters or in ports, in docks, on ways, grid-irons, including hauling out and launching with leave to sail or navigate with or without pilots, to go on trial trips and to assist and to tow vessels or craft in distress or as is customary, but it is warranted that the vessel shall not be towed, except as is customary or when in need of assistance, or undertake towage or salvage services under a contract previously arranged by Owners, Masters, Managers or Charterers.
- (b) whilst laid up as provided for in the Schedule or renewal endorsement including hauling out and launching, striking over, dismantling, fitting out, overhauling or whilst under survey (also to include docking and undocking and periods laid up afloat incidental to laying up of fitting out and with leave to shift in tow or otherwise to or from her lay up berth but not outside the limits of the port or place in which the vessel is laid up) but excluding, unless notice be given to and any additional premium agreed by the Insurers, any period for which the vessel is used as a houseboat or is under major repair or undergoing alteration.

**A. COVER FOR LOSS OR DAMAGE**

This policy covers, subject to the exclusions below and any special conditions, loss of or damage to the vessel caused by fire, external accidental means or by

- (1) accidents in loading, discharging or handling stores, gear, equipment, machinery or fuel,
- (2) bursting of boilers, breakage of shafts, explosions, contact with aircraft, malicious acts or latent defects in the hull or machinery (excluding the cost and expense of replacing or repairing the defective part),
- (3) theft of the entire vessel or her boat(s),
- (4) theft of outboard motor(s) provided it is securely locked to the vessel or her boat(s) by an approved anti-theft device in addition to the normal method of attachment,
- (5) theft of machinery including outboard motor(s), gear or equipment, following upon forcible entry into the vessel or place of storage,
- (6) negligence of any person whatsoever, but excluding the cost of making good any defect resulting from either negligence or breach of contract in respect of any repair or alteration work carried out for the account of the Insured and/or the Owners or in respect of the maintenance of the vessel, and
- (7) outboard motors dropping off or falling overboard,

**PROVISO**

Provided such loss or damage has not resulted from want of due diligence by the Owners of the vessel, or any of them, or by the Managers, or by the Insured.

**NEW FOR OLD**

Deductions not exceeding one-third on account of new material replacing old may be made at the Insurers' discretion in respect of loss or damage to

- (a) protective covers, sails and running rigging, spars and standing rigging
- (b) outboard motors whether or not insured by separate valuation under this policy,

**EXCLUSIONS TO A**

The Insurers shall not be liable for:-

- (1) wear and tear, depreciation, deterioration from use, or loss or damage caused by vermin,
- (2) loss of or damage to ship's boats(s) having a maximum designed speed exceeding 17 knots, unless such boat(s) is specially covered herein and is subject also to the conditions of the Speedboat Clause (Endorsement 2), or is on the parent vessel or laid up ashore,
- (3) loss of ship's boats(s) not permanently marked with the name of the parent vessel,
- (4) loss of or damage to sails and protective covers split by the wind or blown away while set, unless in consequence of damage to the spars to which sails are bent or occasioned by the vessel being stranded, in collision or contact with any external substance (ice included) other than water,

- (5) loss of or damage to sails, masts, spars or standing and running rigging while the vessel is racing, unless such loss or damage is caused by the vessel being stranded, sunk, burnt, on fire, in collision or contact with any external substance (ice included) other than water,
- (6) loss of or damage to personal effects, consumable stores, fishing gear or moorings,
- (7) loss of or damage to motor and electrical machinery and batteries and their connections (other than the shaft and propeller), unless the loss or damage is caused by the accidental incursion of water into the hull or by the vessel being stranded, sunk, burnt, on fire, in collision or contact with any external substance (ice included) other than water, or whilst being removed from or placed in the vessel, or by theft of the entire vessel, or by theft following upon forcible entry into the vessel or store, or by theft of outboard motor provided it is securely locked to the vessel or her boat(s) by an approved anti-theft device in addition to its normal method of attachment, or by fire in the store ashore, or by malicious acts,
- (8) any loss or expenditure incurred solely in remedying a fault in design or, in the event of damage resulting from faulty design and giving rise to a claim under the conditions of this insurance, for any additional expenditure incurred by reason of betterment or alteration in design, or for the cost and expense of replacing or repairing any part condemned solely in consequence of a latent defect or fault or error in design or construction.

## **B. ADDITIONAL COVER**

In addition, subject to the terms and conditions hereunder this policy covers

### **(1) Sighting Expenses**

the expenses, of sighting the bottom after stranding if reasonably incurred specially for that purpose even if no damage is found.

### **(2) Salvage Charges etc.**

all salvage charges and necessary expenses up to the sum insured incurred in minimising or averting a loss covered by the policy.

### **(3) Medical Expenses**

the refunding of doctor's or surgeon's fees up to (\$150) for emergency attendance upon the Insured or the Insured's spouse as a direct result of the insured vessel sinking or being in collision with another vessel or in contact with any external substance other than water.

### **(4) Death Benefit**

in the event of the death of the insured or his/her spouse solely and directly resulting from, and within 12 months of sustaining bodily injury by, violent, accidental, external means whilst on or embarking on or disembarking from the insured vessel during the in commission period, the Insurers will pay \$1,500 in respect of each death to the legal representatives of the deceased, provided that the injured person is 18 years of age or older and under 65 years of age at the time of sustaining the injury, and subject to a maximum of \$3,000 any one year of insurance.

**(5) POLLUTION HAZARD CLAUSE**

loss of or damage to the vessel directly caused by any governmental authority acting under the powers vested in them to prevent or mitigate a pollution hazard, or threat thereof, resulting directly from damage to the vessel for which the Insurers are liable under this policy, provided such act of governmental authority has not resulted from want of due diligence by the Insured, the Owners, or Managers of the vessel or any of them to prevent or mitigate such hazard or threat. Masters, Officers, Crew or Pilots not to be considered Owners within the meaning of this clause should they hold shares in the vessel.

**COVER**

This policy covers:-

- (1) CLAIMS MADE BY THIRD PARTIES (OTHER THAN PASSENGERS) for which the Insured shall by reason of his interest in the insured vessel become legally liable to pay and shall pay for loss of life or personal injury or loss of or damage to property, including damage to piers, docks, wharves and jetties and/or cost of any attempted or actual raising, removal or destruction of the wreck of the insured vessel or any neglect or failure to raise, remove or destroy the wreck up to the limit of liability shown on the schedule for section 2 in respect of any one accident or series of accidents arising out of the same event,
- (2) the expenses incurred by the Insured by reason of his interest in the insured vessel in connection with Official Enquiries and Coroners' Inquests,
- (3) Legal Costs incurred, with the consent in writing of the Insurers, in defending any action or contesting liability.

**EXCLUSIONS**

The Insurers shall not be liable for:-

- (1) claims in respect of any person or property being or about to be conveyed in the insured vessel and/or claims in respect of property belonging to the Insured or the Insured's employees or members of the Insured's household or under the custody or control of any such persons,
- (2) claims howsoever arising in respect of accidents to or illness of workmen or any other persons employed in any capacity whatsoever by the Insured or by any person to whom the protection of this policy is afforded in on or about or in connection with the insured vessel or any work or repair thereto,
- (3) claims in respect of water skiers operating from the insured vessel.

**NAVIGATION BY OTHER PERSONS**

The provisions of this Section shall extend to any person, other than a person operating or employed by the operator of a shipyard, repair yard, slipway, yacht club, sales agency or similar organization, navigating or in charge of the insured vessel with the permission of the Insured named in this policy and who whilst so navigating or in charge of the insured vessel shall in consequence of any occurrence enumerated in this Section become liable to pay and shall pay any sum or sums by way of damages to any person or persons, other than to the Insured named in this policy; but indemnity under this Clause shall inure to the benefit of the Insured, and only to a person navigating or in charge of the vessel as described above at the written request of and through the agency of the Insured.

This extension shall be subject to the limitations of Insurers' liabilities imposed by this Section and to all other terms conditions and warranties of this policy.

**COVER**

This policy covers:-

- (1) **CLAIMS MADE BY PASSENGERS** for which the Insured shall by reason of his interest in the insured vessel become legally liable to pay and shall pay for death of or bodily injuries sustained by persons or damage to their property, whilst travelling upon the insured vessel or embarking thereon or disembarking therefrom, up to the limit of liability shown on the schedule for section 3 in respect of any one accident or series of accidents arising out of the same event,
- (2) the expenses incurred by the Insured by reason of his interest in the insured vessel, in connection with official Enquiries and Coroners' Inquests,
- (3) Legal Costs incurred, with the consent in writing of the Insurers, in defending any action or contesting liability.

**EXCLUSIONS**

The Insurers shall not be liable for:-

- (1) claims howsoever arising in respect of accidents to or illness of workmen or any other persons employed in any capacity whatsoever by the Insured, or by any person to whom the protection of this policy is afforded, in on or about or in connection with the insured vessel or any work or repair thereto,
- (2) claims in respect of fare-paying passengers.

**NAVIGATION BY OTHER PERSONS**

The provisions of this Section shall extend to any person other than a person operating or employed by the operator of a shipyard, repair yard, slipway, yacht club, sales agency or similar organization, navigating or in charge of the insured vessel with the permission of the Insured named in this policy and who whilst so navigating or in charge of the insured vessel shall in consequence of any occurrence enumerated in this Section become liable to pay and shall pay any sum or sums by way of damages to any person or persons, other than to the Insured named in this policy; but indemnity under this Clause shall inure to the benefit of the Insured, and only to a person navigating or in charge of the vessel as described above at the written request of and through the agency of the Insured.

This extension shall be subject to the limitations of Insurers' liabilities imposed by this Section and to all other terms conditions and warranties of this policy.

This policy does not cover loss, damage, cost or expense or any legal liability of whatsoever nature directly and/or indirectly caused by or contributed to by or arising from:-

(1) **WAR AND TERRORISM EXCLUSION**

- (a) capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this clause shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly ( and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by hostile act by or against a belligerent power; and for the purpose of this clause “power” includes any authority maintaining naval, military or air forces in association with a power;
- (b) the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy;
- (c) any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organizations(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Also excluded are loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

(2) **STRIKES EXCLUSION**

strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;

(3) **RADIOACTIVE CONTAMINATION EXCLUSION**

- (a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste 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 of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, and



- (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- (4) **CHEMICAL, ELECTROMAGNETIC WEAPONS AND CYBER ATTACK EXCLUSION**
  - (a) any chemical, biological, bio-chemical or electromagnetic weapon;
  - (b) the use or operation, as means for inflicting harm, of any computer, computer system, computer software programme, computer virus or process, or any other electronic system.
- (5) **SONIC BANGS EXCLUSION**

pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- (6) **ELECTRONIC DATE RECOGNITION CLAUSE**
  - (a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not; or
  - (b) any change, alteration or modification involving the date change to the year 2000 or any other date change, including leap year calculations, to any such computer system, hardware, programme software or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage or injury, cost, claim or expense.

**1. RETURNS OF PREMIUM**

Should the vessel be sold or transferred to new ownership, then, unless the Insurers agree in writing to continue the insurance, this policy shall become cancelled from the time of sale or transfer and a pro rata daily return of premium will be made calculated on the premium charged for the in commission and/or laying up periods. If however the insured vessel shall have left her moorings or be at sea at the time of sale or transfer such cancellation shall if required by the Insured be suspended until arrival at port or place of destination.

Provided that the vessel is not lost during the currency of the policy, returns of premium shall be allowable for each period of thirty consecutive days that the vessel is laid up during the in-commission period provided by the policy, subject to:-

- (a) the Insurers receiving prior advice in writing of the variation in the period in commission
- (b) no return of premium being made for amounts of less than \$10.

**2. ASSIGNMENT**

No assignment of or interest in this policy or in any monies which may be or become payable thereunder is to be binding on or recognised by the Insurers unless a dated notice of such assignment or interest signed by the Insured and (in the case of subsequent assignment) by the assignor be endorsed on this policy and the policy with such endorsement be produced before payment of any claim or return of premium thereunder. But nothing in this clause to have effect as an agreement by the Insurers to a sale or transfer.

**3. CONTINUATION**

Should the vessel at the expiration of this policy be at sea or in distress or at a port or place of refuge or of call, she shall, provided prompt notice be given to the Insurers, be held covered at a premium to be arranged until anchored or moored at her next port of call in good safety.

**4. SISTERSHIPS**

Should the insured vessel come into collision with or receive salvage services from another vessel belonging wholly or in part to the Insured, or under the same management, the Insured shall have the same rights under this policy as he would have were the other vessel entirely the property of Owners not interested in the insured vessel; but in such cases the liability for the collision shall be referred to a sole arbitrator to be agreed upon between the Insurers and the Insured.

**5. NO CLAIM DISCOUNT**

In the event of no claim being made or arising under this policy the same having been in force for 12 consecutive months (including an in commission period of not less than 4 months), the renewal premium shall be reduced in accordance with the scale prevailing at the renewal date.

**1. OMISSION AND MIS-STATEMENT**

If this policy or any renewal thereof has been obtained through omission to declare any circumstances known to the Insured or which he might reasonably be expected to know which might influence the Insurers' assessment of acceptance of the risk or the policy or renewal has been obtained by misstatement by the Insured or by anyone acting on the Insured's behalf or if in any statement or declaration made in support of any claim there shall be any untruth or suppression, then this policy and any renewal thereof is null and void, and the premium paid in respect thereof shall be retained by the Insurers and all benefits hereunder and all rights to recover for past or future damage or loss shall be absolutely forfeited.

**2. CRUISING LIMITS**

Warranted cruising within the limits stated in the Schedule or, provided previous notice be give to the Insurers, held covered on terms to be arranged.

**3. LAID UP AND IN COMMISSION PERIODS**

Warranted laid up out of commission between the dates shown in the Schedule inclusive or provided previous notice be given to the Insurers, held covered on terms to be arranged. The Insured must appreciate in his own interests that **UNLESS PRIOR NOTICE BE GIVEN TO THE INSURERS IN WRITING** of his intentions:

- (a) no return of premium can be made if the vessel is laid up during the "in commission" period provided by the policy, and
- (b) the policy will not apply whilst the vessel is "in commission" during the "laid up" period stated in the policy

Particular attention is drawn to the definitions in the policy of "in commission" and "laid up"

**(Note that it is not only the period when the vessel is actually cruising which constitutes being "in commission" but the whole of the period when she is available for immediate use)**

**4. SPEED**

Warranted that the maximum designed speed of the insured vessel, or the parent vessel in the case of a vessel with boat(s), does not exceed 17 knots.

Where the Insurers have agreed to delete this warranty, the conditions of the Speedboat Clause (endorsement No. 2) shall also apply.

**5. USE OF VESSEL**

Warranted to be used solely for private pleasure purposes and not to be let out on hire or charter unless specially agreed by the Insurers.

**6. CONDITION OF VESSEL**

Warranted that the Insured shall take all reasonable steps to maintain the vessel in a proper state of repair and seaworthiness and to safeguard it from loss or damage.

## **7. CANCELLATION**

This insurance may be cancelled by the Insurers at any time subject to 30 days notice to the Insured or by mutual agreement, when pro-rata daily net return of premium shall be made calculated on the premium charged for the in commission and/or laid up period.

## **8. SECURITY WARRANTY**

Vessels of 30 feet or less in length overall:-

WARRANTED drawn ashore and secured when the Insured to be absent from The Bahamas for a period exceeding 30 days.

Vessels exceeding 30 feet in length overall:-

WARRANTED Security arrangements approved by Insurers when Insured to be absent from The Bahamas for a period exceeding 30 days.

## **9. JURISDICTION CLAUSE**

Notwithstanding anything contained herein to the contrary it is agreed that the indemnity provided herein shall not apply to:-

(i) compensation for damages in respect of judgements delivered or obtained in the first instance otherwise than by a Court of Competent Jurisdiction within the Commonwealth of The Bahamas;

(ii) costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in the Commonwealth of The Bahamas.

## **10. THEFT COVER**

Section 1 of the policy provides that theft, other than theft of the entire vessel or her boats(s) is covered only if following forcible entry into the vessel or store, or in the case of an outboard motor, provided it is securely locked to the insured vessel or her boats(s) by an anti-theft device in addition to its normal method of attachment.

The mere removal of an item of equipment or the vessel's trailer, for instance, by unauthorized persons is not covered in the absence of forcible entry and the Insured should keep such items under lock and key when left unattended.

**1. NOTIFICATION OF CLAIMS**

In the event of any occurrence which may give rise to a claim under this insurance notice must be given to the Insurers as soon as practicable.

Full information of the occurrence must be given in writing as soon as possible thereafter with names and addresses of witnesses and any third party claimants.

The Insured must send to the Insurers as soon as possible all claims, letters, summonses, writs or documents which he receives from third parties and give to the Insurers whatever assistance and information they may require.

**2. ADMISSIONS TO THIRD PARTIES**

No liability of any sort shall be admitted and no undertaking given, nor may any offer promise or payment be made or legal expenses incurred by the Insured without the written consent of the Insurers, who shall be entitled, if they so desire, to take over and conduct in the name of the Insured the defence of any action, or to prosecute any claim for indemnity or damages or otherwise against any third party.

**3. REPAIRS AND TENDERS**

The Insurers shall be entitled to decide the port to which the vessel shall proceed for docking or repair, the additional expense of the voyage arising from compliance with the Insurer's requirements being refunded to the Insured. The Insurers shall have a right of veto concerning the place of repair or repairing firm and may also take tenders or may require tenders to be taken for the repairs of the vessel.

**4. REINSTATEMENT**

The Insurers may at their option reinstate or replace any part of the insured property damaged or destroyed instead of paying the amount of the loss or damage in money. Reinstatement and/or replacement shall be as close to original specification as possible but it is understood and agreed that it shall not be incumbent upon Insurers to achieve an exact restoration. If the Insurers elect to reinstate or replace, the Insured shall take all reasonable steps to provide them when required with all such plans, specifications and information as may be deemed necessary or expedient for the purpose.

**5. CONSTRUCTIVE TOTAL LOSS**

In ascertaining whether the vessel is a constructive total loss the insured value shall be taken as the repaired value, and nothing in respect of the damaged or break-up value of the vessel or wreck shall be taken into account. No claim for constructive total loss based upon the cost of recovery and/or repair of the vessel shall be recoverable hereunder unless such cost would exceed the insured value.

**6. UNREPAIRED DAMAGE**

In no case shall the Insurers be liable for unrepaired damage in addition to a subsequent total loss sustained during the period of insurance shown in the Schedule.

**7. OTHER INSURANCES**

In the event of any claim arising which is also recoverable under any other insurance, the Insurers shall not be liable for more than their rateable proportion for such claim.

**THIS ENDORSEMENT APPLIES ONLY IF INCORPORATED BY COMPLETION OF THE APPROPRIATE SECTION IN THE SCHEDULE.**

**Endorsement 1. EXCESS CLAUSE**

The Insured shall bear the first loss up to the amount specified in the Schedule in respect of each and every claim, excepting an actual arranged or constructive total loss which shall be payable in full.

**THEFT OF OUTBOARD MOTORS – EXCESS**

(a) Inadequate Anti-Theft Device

In the event that

- (i) an **unapproved** anti-theft device was being used

or

- (ii) an **approved** anti-theft device failed to be used or properly fitted

at the time of loss or damage by theft or attempted theft, and provided such loss or damage would otherwise have been indemnifiable under the terms of the Policy, then the following applies in respect of claims for outboard motors their connections and/or accessories.

The Excess is the first 20% (twenty percent) of the value of insured outboard motors their connections and accessories for each insured vessel separately, subject to a minimum amount of \$2,500 each and every loss.

(b) Approved Anti-theft Device

In the event an approved anti-theft device is used and properly fitted at time of loss or damage by theft or attempted theft, then the standard Policy excess shown in the Policy or its Schedule applies, subject to a minimum \$500 in respect of claims for outboard motors their connections and/or accessories.

All Noting

- (i) An “approved anti-theft device” is a type of device which must have been previously approved and confirmed by insurers.
- (ii) None of the above affects or replaces any other excess relating to Hull or other insured Property referred to in the Policy or its Schedule.
- (iii) The foregoing does not affect any other existing Terms, Conditions or Exceptions of the Policy (including Section 1A (4) and Exclusion (7) to Section 1A should no anti-theft device be in use).

**THE FOLLOWING ENDORSEMENTS APPLY ONLY IF THEY ARE SPECIFICALLY INCORPORATED BY REFERENCE NUMBER IN THE SCHEDULE.**

**Endorsement 2. SPEEDBOAT CLAUSE**

The Speed Warranty (Warranty No. 4) is hereby deleted.

No Claim shall be allowed in respect of:-

- (a) loss damage liability or any salvage services arising while the vessel is participating in racing or speed tests, or any trials in connection therewith,
- (b) any liability to or incurred by any person engaged in water ski-ing, aquaplaning or similar sport, whilst being towed by vessel or preparing to be towed or after being towed until safely on board the vessel,
- (c) any liability to or incurred by any person engaged in kiting or other airborne sport, whilst being towed by the vessel or preparing to be towed or after being towed until safely on board the vessel.

**Endorsement 3. LIABILITY TO WATER SKIERS**

Including liability to water skiers operating with the insured vessel, in the terms of section 2 so far as applicable, up to the amount specified in the Schedule.

Section 2 Exclusion 3 and Section (b) of the Speedboat Clause are hereby deemed to be deleted.

**Endorsement 4. LIABILITY OF WATER SKIERS**

Including liability incurred by water skiers operating with the insured vessel, in the terms of Sections 2 and 3 up to the amount specified in the Schedule. For the purposes of this extension water skiers shall have the same protection in respect of their liability as if they were persons using the vessel with the Owner's permission.

Section 2 Exclusion 3 and Section (b) of the Speedboat Clause are hereby deemed to be deleted.

**Endorsement 5. PERSONAL EFFECTS**

The Personal Effects as specified in the Schedule are insured whilst on board the vessel during the in-commission period only and are covered against loss or damage caused by the vessel being stranded, sunk, burnt, on fire or in collision, and theft following forcible entry.

The words "Personal Effects" are hereby deemed to be deleted from Section 1 Exclusion 6.

The sum of \$200.00 will be deducted from each adjusted loss.

**Endorsement 6. TRAILER**

The trailer specified in the schedule is covered against loss or damage caused by external accidental means or by theft if stolen with the entire vessel or if following upon forcible entry into a place of storage.

Third party risks are covered in the terms of the policy conditions when the trailer is intentionally uncoupled from the towing vehicle.

The sum of \$200 will be deducted from each adjusted loss except in the event of a total loss or constructive total loss of the trailer.

**Endorsement 7. TRANSIT RISKS**  
Including transit by road or rail during the in-commission period but excluding scratching, bruising and Third Party risks.  
The risks of loading and unloading are covered including claims by Third Parties during these operations.

**Endorsement 8. MULTIHULLS CLAUSE**  
In the event of damage to one or more of the vessel’s hulls this policy shall pay only the reasonable cost of repairs and no claim shall be admitted for replacing one or more hulls unless the cost of such repairs would exceed the cost of replacement.

**Endorsement 9. DRAWN ASHORE CLAUSE**  
Warranted drawn ashore when not being used during the in commission period.

**Endorsement 10. INFLATABLE RUBBER CRAFT**  
The Insurers shall not be liable for any loss of inflatable craft by theft whilst deflated unless following upon forcible entry into another vessel or into a store. The term “store” shall not include a vehicle.

**Endorsement 11. SURVEY CLAUSE**  
Warranted that surveys at the Insured’s expense are provided as follow:-

<u>Usage</u>	<u>Vessel Description</u>	<u>Age of Craft</u>	<u>Frequency of Survey</u>
Pleasure	All vessels	New	No Survey requirement
Pleasure	25 ft. and over	Up to 25 years	On purchase (if not new) and every 3 years thereafter.
Pleasure	25ft. and over	25 years and over	Annually unless agreed otherwise.
Pleasure	Under 25 ft. in length	Up to 25 years	on purchase if not new) and every 5 years thereafter.
Pleasure	under 25 ft. in length	25 years and over	Every two years unless agreed otherwise.
Commercial	All Vessels	New	No survey requirement
Commercial	All vessels	Other than new	Annually

In addition all re-built vessels will be required to be surveyed immediately after the work has been completed.



**Endorsement 12.**

**MEDICAL PAYMENTS INSURANCE**

1. Medical Payments Coverage

The Insurers agree to pay the reasonable expenses of necessary medical, surgical, ambulance, hospital, professional nursing services and in the event of death funeral costs incurred within one year from the date of and resulting from an accident to any person while in or upon, boarding or leaving the insured vessel.

2. Limits of Liability

The Insurer shall not be liable under this Section for any expenses incurred by one or more persons in any accident or series of accidents arising out of the same event in excess of \$5,000.

3. Exclusions

This insurance does not cover:

- (a) bodily injury to or death of any person,
  - (i) to or for whom benefits are payable under any Workmen's Compensation Act or under the Federal Long Shoremen's & Harbour Worker's Compensation Act
  - (ii) who in being in or upon or on boarding or leaving the vessel, is a trespasser,
  - (iii) who is an employee of the Insured while engaged in the employment of the Insured, or while engaged in the operation, maintenance, or repairs of the vessel,
- (b) any liability assumed by the Insured under any contract or agreement,
- (c) while that vessel is in or on any land or other conveyance away from the premises at the point of hauling out or launching.

**Endorsement 13.**

Racing Risk Extension Clause  
(To be attached)

**Endorsement 14.**

Permission to Charter Clause  
(To be attached)