

PRIVATE AND PLEASURE AND CHARTER MARINE YACHT INSURING AGREEMENT

DEFINITIONS

- 1) "You and your" refer to the insured(s) named in the cover note.
- 2) "We, us and our" refer to the insurers named in the cover note.
- 3) "Divers" means any person using underwater artificial breathing apparatus, and/or submersible mechanical or electrical devices including, but not limited to, submarines, diving bells and/or dive suits.
- 4) "Insured vessel" means the vessel described in the cover note, including machinery, electrical equipment, sails, masts, spars, rigging, furniture, and all other equipment normally required for the operation and maintenance of the vessel and which would normally be sold with the vessel.
- 5) "Trailer" refers to the trailer, which is used exclusively for that purpose by insured vessel.
- 6) Words of masculine gender are deemed to encompass the female gender and vice versa. Words in the singular are deemed to encompass the plural and vice versa.
- 7) "Navigational limits" means all waters as limited and shown in the cover note or amended by endorsement to the cover note.
- 8) "Salvage charges" means those reasonable charges and expenses which may be incurred by you if necessary, to prevent or minimise damage, injury or loss of life and with our permission to prevent or minimise any further loss or damage covered by the Hull Section of this insuring agreement.
- 9) "Deductible" is the first amount of any claim, which must be paid by you. If a deductible is applicable to any cover afforded by this insuring agreement the amount will be shown in the cover note and this amount would be deducted from the amount payable on each agreed claim.
- 10) "Bodily injury/property damage" means actual bodily injury, illness, disease, death or damage to property which may occur during the period of this insuring wording arising from the ownership of or use of the insured vessel.
- 11) "Seaworthy" means fit for the insured vessel's intended purpose and applies not only to the physical condition of the vessel's hull, but to all its parts, equipment and gear and includes the responsibility of assigning an adequate crew. For a vessel to be seaworthy, it and the crew must be reasonably proper, fit, able and suitable for its intended use.
- 12) "Sinking" means when the scheduled vessel has sunk as far as is physically possible for the vessel to sink, and is totally submerged under water.
- 13) "Family" means any person related to you by blood, marriage or adoption, including wards and foster children.
- 14) "Personal Property" means property purchased and owned by you or any member of your family, provided that such property is situated on the scheduled vessel insured hereunder at the time of the loss excluding the scheduled vessel as defined in (4) above.
- 15) "Race or speed trial" means any event involving speed and or of a competitive nature, including, but not limited to, regattas and or rallies. "Preparing for a race or speed trial," means any navigation of the vessel necessary to ensure eligibility of either you or your vessel to participate in a race or speed trial.
- 16) "Named Windstorm" damage is damage related to or resulting from a named windstorm or any numbered tropical weather pattern from the time the "named windstorm" or "numbered tropical weather pattern" impacts the area and until 72 hours later.
 - 16a) The area of the "named windstorm" or "tropical weather pattern" is an area encompassed by a circle of radius not exceeding 150 nautical miles from the path of the storm's forward travel.
- 17) "Piracy pirates or assailing thieves" means and act of robbery on the high seas and/or in a port and/or at a mooring and/or at anchor or any act resembling such a robbery.

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COINSURANCE NOTICE

This policy contains a coinsurance clause. It is a requirement of this clause the watercraft is insured to One Hundred Percent (100%) of its value. If the watercraft is underinsured, it could result in your sustaining a penalty meaning you will share in the loss. This clause applies to partial and total losses.

INSURING AGREEMENT

This is a legally binding insurance agreement between you and us, and includes in full the information given by you contained in the application form signed by you. We will provide the insurance coverage described in this insuring agreement and its endorsements, in return for the remuneration due and compliance by you with the provisions, conditions and warranties of this insuring agreement.

Coverage for, Hull, Machinery, Equipment and Dinghy

If a sum insured is shown for Hull in the insuring agreement cover note, we will provide coverage for accidental physical loss of, or damage to the insured vessel, which occurs during the period of this insurance and within the limits set out in the cover note, subject to the insuring agreement provisions, conditions, warranties, deductibles and exclusions herein.

Reasonable expenses incurred by you in attempting to avert or minimise a loss covered by this insuring agreement will be paid by us whether successful or not. These will be paid in addition to the sum insured under the Hull section and Personal Property section however we would pay a maximum of 80% of such expenses.

We will pay salvage charges incurred by you occasioned by a peril covered by this insuring agreement, up to the limit of the sum insured under the Hull section of this insuring agreement.

If the insured vessel shall come into collision with any other ship or vessel and, you, in consequence thereof, become legally liable to pay, by way of damages to any other person or persons, an amount not exceeding the agreed value of the insured vessel, we will reimburse you for the amount paid, up to the agreed value hereby insured. If your liability has been contested, and, we have given consent in writing, we will also pay the costs thereby incurred and paid.

If both vessels are to blame, then, unless the liability of the owners of one or both vessels becomes limited by law, claims under this section shall be settled on the principles of cross liabilities, as if the owners of each vessel had been compelled to pay the owners of the other vessel(s) such as one half or other proportion of the latter's damages as may have been properly allowed in ascertaining the amount payable by or to you in consequence of such a collision.

This principle shall apply in cases where both vessels are owned in part or in whole by you and all questions of responsibility and amount of liability between two vessels shall be left to a single Arbitrator.

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.

If this policy is subject to English 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 London, United Kingdom and a decision agreed to by two of the arbitrators will be binding.

In no case shall the foregoing clause extend to cover any amount you may become legally liable to pay in respect of removal of obstructions under statutory powers or for injury or damages to harbours, wharves, piers, stages or similar structures consequent on such collisions, or in respect of the cargo or engagements of the Insured vessel or for loss of life or personal injury.

Whilst the insured vessel is afloat, theft coverage shall exclude theft or mysterious disappearance of equipment or personal property unless occurring in conjunction with theft of the entire vessel or unless there is visible evidence of forcible entry and/or removal; made by tools, explosives, electricity or chemicals.

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Coverage for, Hull, Machinery, Equipment and Dinghy continued.

Whilst on land coverage is restricted to theft of the entire vessel including its equipment from a locked garage or locked storage building, or from such other storage place and subject to such other storage conditions, as we have prior approved in writing.

Whilst the insured vessel is stored on a trailer, coverage is restricted to theft of the entire vessel including equipment from a locked garage or locked storage building or a locked fenced enclosure. If secured to a vehicle the trailer must be secured with a trailer ball lock.

It is understood and agreed that this insuring agreement does not cover loss or damage caused by the theft of your vessel and/or equipment whilst stored on a trailer unless occasioned by person or persons making forced entry into the locked fenced enclosure, garage or building and by destruction of the ball lock. Theft must be accompanied by actual force and violence of which there shall be visible marks made by tools, explosives, electricity or chemicals.

The deductible shown within the insuring agreement cover note page shall apply to each claim under the insuring agreement, including for claims for actual and/or constructive and/or compromised total loss of the scheduled vessel and claims for expenses incurred in attempting to avoid or minimise a loss covered by the insuring agreement.

Loss or damage to the vessel arising from a named windstorm or a numbered tropical weather pattern shall be subject to a deductible of twice the hull/machinery deductible within the cover note and shall apply to all claims, including actual and/or constructive and/or compromised Total Loss of the insured vessel

Exclusions to Hull Machinery Equipment and Dinghy Coverage

Unless specifically agreed by us in writing and an additional premium paid the following exclusions apply:

- 1) Damage sustained by your insured property whilst being transported over land, more than 150 miles from the normal place of storage.
- 2) Losses caused by or due to wear and tear, gradual deterioration, lack of maintenance, inherent vice, weathering, insects, mould, animal and marine life.
- 3) Marring, scratching or denting.
- 4) Osmosis, blistering or electrolysis.
- 5) Manufacturing defects or design defects, including latent defects.
- 6) Unrepaired damage claims if the insured vessel is subsequently an actual or agreed or constructive total loss, due to an insured peril, during the insuring agreement period.
- 7) Losses caused directly or indirectly by ice or freezing.
- 8) Theft of the dinghy or tender and/or its outboard motor unless stolen together with the insured vessel from a storage place approved for theft coverage.
- 9) Loss or damage to the towing vessel or dinghy and/or tender whilst being towed.
- 10) Damage to the insured vessel caused by theft, and/or attempted theft unless coverage would have been provided under the theft provisions and restrictions.
- 11) Losses caused by delay and or loss of use and or enjoyment of the scheduled vessel and or its equipment.
- 12) Your personal expenses or those of your family included but not limited to, cost of your own labour, hotel or accommodation costs, travelling expenses, repatriation or evacuation costs, car rentals and communication costs.
- 13) Losses or damage arising from the actions of pirates, piracy or assailing thieves.

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Exclusions to Hull Machinery Equipment and Dinghy Coverage continued

14) We do not provide coverage for loss resulting from cancellation of charters, non-collectibility of fare or freight, bad debt, insolvency of agents or others, detention or demurrage of the Vessel.

Coverage for Third Party Liability

If a sum insured is shown under the Liability section of the insuring agreement cover note, we will provide coverage for any sum or sums which you become legally liable to pay and shall pay as a result of ownership or operation of the insured vessel.

We will settle or defend as we deem appropriate any claims or suits brought against you, using attorneys of our choice. Our obligation to settle or defend all third party liability claims under this insuring agreement ends when the amount we pay for damages, legal expenses and removal of wreck equals the sum insured under this section of the insuring agreement.

The deductibles shown in the liability section of the insuring agreement cover note shall apply to each third party liability claim.

Exclusions to Third Party Liability Coverage

Unless specifically agreed by us otherwise in writing liability cover is not provided for:

- 1) Your liability to your spouse, or other members of your family or persons who reside in your household, or their liability to you.
- 2) Liability assumed by you under any contract or agreement.
- 3) Liability which may arise while the scheduled vessel is being transported on it's own trailer or otherwise, except where the vessel is being hauled out or launched by an insured person.
- 4) Fines or penalties imposed by any Government agency.
- 5) Punitive damages.
- 6) Intentional acts.
- 7) Bodily injury or death benefits which are required to be or are covered by any State or Federal Act or Statute.
- 8) Bodily injury or death benefit to any persons employed by you, hired as crew or not.
- 9) Liability to persons being towed, or to be towed, or having been towed in or on the water or in the air, from the time they commence to leave the insured vessel until they are back safely on board.
- 10) Liability to divers operating from the insured vessel, from the time they commence to leave the scheduled vessel, until they are back safely on board.
- 11) Liability to fare paying passengers or passengers carried under charter.
- 12) Liability for damage to any marine estuary, artificial or natural reef, living or dead coral or other marine organisms, caused by the insured vessel or its operators or passengers.
- 13) Loss or damage to any other vessel caused by the insured vessel in so far as the same would have been covered under the Hull / /Equipment /Dinghy section of this insuring agreement.
- 14) Liabilities, medical expenses, costs, fees or any other related expense whatsoever arising out of illness or injury in any way related to or caused by exposure to the sun or the suns rays either cumulatively or suddenly.
- 15) Any claim arising from directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus type III (HILV II) or Lymphadenopathy Associated Virus (LAV) or the mutants derivatives or variations

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Exclusions to Third Party Liability Coverage continued

there from or in any way related to Acquired Immune Deficiency Syndrome or any syndrome or condition of a similar kind howsoever it may be named.

Third Party Liability Coverage Extension to include Crew Liability

If a sum insured is shown in the "crew liability" section of the insuring agreement cover note we will extend this insuring agreement to cover maintenance and cure for and/or Jones Act Liability for hired crew. The maximum amount recoverable in respect of crew liability claims shall be the amount shown in the insuring agreement cover note less the deductible; such deductible will apply to each crew liability claim and shall form part of the maximum recoverable under the Third Party Liability sum insured.

Third Party Liability Coverage Extension to include Commercial Passenger Liability

If a sum insured is shown in the "passenger liability section of the insuring agreement cover note we will extend this insuring agreement to cover all sums which you become legally liable to pay to fare paying passengers or passengers carried under charter as a result of ownership or operation of the insured vessel. We will settle or defend as we deem appropriate any claims or suits brought against you using attorneys of our choice. The maximum amount recoverable in respect of Passenger Liability claims shall be the amount shown in the insuring agreement cover note less the deductible; such deductible will apply to each passenger liability claim and shall form part of the a maximum recoverable under the Third Party Liability sum insured.

Exclusions to Coverage Commercial Passenger Liability

Passenger Liability coverage is not provided for:

- 1) Your liability to your spouse, other members of your family or persons who reside in your household, or their liability to you.
- 2) Liability assumed by you under any contract or agreement.
- 3) Liability that arises while the insured vessel is being transported on its own trailer or otherwise, except where the vessel is being hauled out or launched by an insured person.
- 4) Punitive damages.
- 5) Intentional acts.
- 6) Bodily injury or death benefits which are required to be or are covered by any State or Federal Act or Statute.
- 7) Bodily injury or death benefits to any person employed by you, hired as crew or not.
- 8) Liability to persons being towed, or to be towed, or having been towed in or on the water or in the air, from the time they commence to leave the insured vessel until they are back safely on board.
- 9) Liabilities, medical expenses, costs, fees or any other related expense whatsoever arising out of illness or injury in any way related to or caused by exposure to the sun or the suns rays either cumulatively or suddenly.
- 10) Any claim arising from directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus type III (HILV II) or Lymphadenopathy Associated Virus (LAV) or the mutants derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome or any syndrome or condition of a similar kind howsoever it may be named.

Limited Pollution Coverage

If a sum insured is shown in the "pollution" section of the insuring agreement cover note we will extend this insuring agreement to include pollution cover provided that the pollution is caused by an occurrence neither intended or expected by you which takes place in it entirety at a specific time and place during the period of this insurance, became known to you within seventy two (72) hours of the pollution commencement and is

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Limited Pollution Coverage continued.

reported to insurers in writing within seven (7) days of becoming known to you. The maximum amount recoverable for a pollution claim shall be the sum insured shown in the "pollution" section of the insuring agreement cover note less the shown deductible; such deductible will apply to each pollution claim and shall form part of the maximum amount recoverable under the Third Party Liability sum insured.

RECREATIONAL DIVE BOAT/SNORKEL BOAT GENERAL ENDORSEMENT AND LIMITED PASSENGER/CREW LIABILITY EXTENSION

Notwithstanding anything to the contrary contained within this insuring agreement, if so indicated in the insuring agreement cover note, it is hereby noted and agreed that in consideration of the additional premium paid, permission is granted to use the insured vessel(s) for the commercial purpose of carrying passengers for hire on sport diving/snorkel excursions.

In consideration of this endorsement it is mutually agreed, understood and warranted that:

- A) Commercial Passenger Liability is extended to cover divers and/or snorkelers for water ingress and water egress for an aggregate sub-limit of \$100,000 or the amount shown as sum insured under Commercial Passenger Liability, whichever is less, as the maximum amount recoverable in respect of any claim(s) arising from diving or snorkelling activity. Nothing in this paragraph A) shall serve to increase the total coverage afforded under the Liability Section to exceed \$100,000 or the amount shown as sum insured under Commercial Passenger Liability, whichever is less, for all claims submitted from any one accident, incident or occurrence.
- B) Life vests are always made available to all persons on board the scheduled vessel(s).
- C) The insured vessels(s) shall have suitable ladder(s) for access to and from the water.
- D) The number of passengers on board shall not exceed the certified number of passengers for the insured vessel(s).
- E) You the insured shall promptly advise insurers in writing of any incident which may give rise to a claim being made hereunder.
- F) You the insured will require all passengers (including any instructor or assistant not declared as paid crew) intending to engage in diving/snorkel activity to read and sign an approved Complete Liability Release and that any person who does not sign or refuses to sign this release shall not be permitted to participate in any diving/snorkel activity.
- G) You the insured will ensure that all necessary licenses, permits and certificate pertaining to the use and operation of the vessel as a dive and/or snorkel excursion vessel shall remain in full force and effect throughout the period of this insuring agreement.
- H) For diving activity you the insured will ensure that the instructor or diving leader on board the insured vessel(s) will have Professional Liability Insurance placed elsewhere, if there is no instructor on board, the diving activity leader will oversee the diving operations, including any divers assist and/or rescue. The instructor and/or diving leader shall name the vessel and the vessel's owner as an Additional Assured in the said Professional Liability Insurance which shall remain in full force and effect through out the period of the policy.
- I) For diving activity you the insured will ensure that liability coverage is provided elsewhere for all claims for loss of life or bodily injury as a result or as a consequence of any person engaging in diving activity.

EXCLUSIONS

- J) We do not provide coverage for any person for bodily Injury, illness, disease, death or property damage while in the water in connection with any diving activity, or as a consequence of any diving activity.
- K) We do not provide coverage for any person for bodily injury, illness, disease, death or property damage while in the water in connection with any snorkel activity, or as a consequence of any snorkel activity.
- L) We do not provide coverage for bodily injury, illness, disease, death or property damage arising out of any sales, servicing or the use of diving or snorkel equipment of any kind.
- M) We do not provide coverage for loss or damage to diving/snorkel equipment unless include in the schedule attached hereto, and then only in the case of Total or Constructive Total Loss of the insured vessel.
- N) We do not provide coverage for loss resulting from cancellation of charters, non-collectibility of fare(s) or freight, bad debt(s), insolvency of agents or others, detention or demurrage of the Vessel.

Persons participating in any Diving/Snorkel activity are covered only as Commercial Passengers and only while aboard the vessel, or the vessel's diving platform or the Vessel's boarding ladder.

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Medical Payments Coverage

If a sum insured is shown under the Medical Payments section of the insuring agreement cover note we will pay reasonable medical and funeral expenses necessary due to accidental bodily injury of third parties, incurred whilst embarking disembarking or onboard the insured vessel. These expenses must be incurred within one year from the date of the accident and will reduce any amount payable under the Third Party Liability section of the insuring agreement, arising from the same occurrence.

This coverage will be excess over any other applicable insurance.

Any sum insured under this section is our maximum liability for all claims arising from any one event, regardless of the number of persons involved. Any payment made by us under this section is not an admission of liability for you or by us.

The deductible shown in the insuring agreement cover note shall apply to each claim made under this section of the insuring agreement cover note.

Exclusions to Medical Payments Coverage

We do not provide medical payment coverage for:

- 1) You, your spouse, or other members of your family or persons who reside with you, or your employees or anyone that is or should be covered under a State, Provincial or Federal Act or Statute of any jurisdiction or country.
- 2) Responsibility assumed under any contract or agreement.
- 3) Anyone injured whilst the scheduled vessel is being transported, hauled out or launched, or whilst undergoing repair.
- 4) Trespassers on the insured vessel or injuries arising from any illegal or unlawful activity.
- 5) Anyone to or for whom benefits are payable under any Workers Compensation or under "Federal Longshoreman's and Harbour Workers Compensation Act" or similar or equivalent law.

Uninsured Boaters Coverage.

If a sum insured is shown under the Uninsured Boaters section of the insuring agreement cover note, we will provide coverage for any sums which you are legally entitled to recover from a third party vessel owner or operator, but which cannot be recovered after your diligent effort to recover from any third party vessel owner or operator, either because they have no marine liability insurance and no realisable assets, or they cannot be identified, such as a hit-and-run operator.

The deductible shown in the insuring agreement cover note shall apply to each claim made under this section of the insuring agreement.

The sum insured in respect of this coverage is our maximum liability for all uninsured boater claims regardless of the number of people involved and the number of claims made.

Exclusions to Uninsured Boaters Coverage.

We do not provide coverage for:

- 1) Claims settled without our prior written consent.
- 2) Loss due to an uninsured vessel which is a Government vessel.
- 3) Loss due to a vessel operated or owned by you.
- 4) Loss where no physical damage to your insured property exists, evidencing collision.

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Exclusions to Uninsured Boaters Coverage continued

5) Loss where no written report has been made to the Police, Coast Guard or any appropriate authority, of the loss/occurrence and its circumstances, such report to be submitted to Underwriters.

Trailer Coverage.

If a sum insured is shown under the Trailer section of the insuring agreement cover note, we will provide coverage for accidental physical loss of or damage to the trailer if it is used exclusively for the transportation of the insured vessel insured under the insuring agreement.

Claims will be paid up to the limit of the sum insured, on the basis of the actual cost of repairing or replacing the trailer with a trailer of like kind and value.

Reasonable expenses incurred by you in attempting to avert or minimise a loss covered by this insuring agreement will be paid by us, whether such attempts are successful or not. These will be paid in addition to the sum insured under the trailer section without application of the deductible shown in the insuring agreement cover note, but only up to 80% of such expenses.

Theft of the trailer is covered if the trailer is stolen from a marina, locked garage or locked storage building, or from such other storage place and subject to such storage conditions as we have prior approved in writing.

The deductible shown in the insuring agreement cover note shall apply to each claim under the insuring agreement except for claims for actual or constructive total loss of the insured vessel plus the trailer and claims for expenses incurred in attempting to avoid or minimise a loss covered by the insuring agreement.

Exclusions to Trailer Coverage

- 1) Damages sustained whilst being transported over land, more than 150 miles from the normal place of storage.
- 2) Losses due to wear and tear, gradual deterioration, lack of maintenance, weathering, and insects, mould animal or marine life.
- 3) Marring, scratching or denting.
- 4) Manufacturing defects or design defects, including latent defects.
- 5) Tyre damages.
- 6) Losses resulting from exceeding the manufacturers recommended maximum load or speed specifications.
- 7) Losses caused directly or indirectly by ice or freezing.
- 8) Your personal expenses or those of your family included, but not limited to, cost of your own labour, hotel or accommodation costs, car rentals, or communication costs.

Personal Property Coverage

If a sum insured is shown under the Personal Property section of the insuring agreement cover note, we will provide coverage for direct loss or damage to personal property from any accidental cause, whilst the property is onboard, being loaded onto, or unloading from the insured vessel.

Theft losses shall only be recoverable in accordance with the conditions detailed under the Hull Section "of the insuring agreement cover note. Our maximum liability in respect of all claims arising from one event is the amount of the sum insured and our maximum liability for any one item, pair or set is \$1000.

Claims will be settled on the basis of actual cash value of personal property, less the deductible shown in the insuring agreement cover note.

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Exclusions to Personal Property Coverage

We will not cover loss or damage to:

- 1) Money, jewellery, watches, traveller's cheques or any form of paper of value, furs, china, glass, and silverware, antiques collectibles or computer software.
- 2) Fishing gear or fishing tackle, which is permanently affixed to the insured vessel, unless the insured vessel shall become an actual or constructive total loss.
- 3) Wear and tear, gradual deterioration, inherent vice, corrosion, damage due to changes in humidity or temperature or mechanical or electrical failure.
- 4) Breakage of articles of a brittle nature unless caused by the vessel being stranded, sunk, burnt, on fire, or in collision or by stress of weather, burglars or thieves.
- 5) Loss of water-skis or diving equipment, unless as a result of fire, or theft following forcible entry, or a total loss of the scheduled vessel.

General Conditions & Warranties

- 1) It is warranted that the scheduled vessel is seaworthy at the inception of the insuring agreement. Violation of this warranty will void this insuring agreement from its inception.
- 2) This insuring agreement does not cover any loss or damage caused by your failure to exercise due diligence properly to manage the insured vessel or maintain it in a seaworthy condition.
- 3) This insuring agreement incorporates in full your application for insurance and it constitutes the entire contract between us. At your request, various provisions of this insuring agreement may be varied but only with our prior written agreement.
- 4) This insuring agreement does not cover any loss or damage, which occurs after its expiration. However, if you have been at sea in the scheduled vessel for at least 24 hours and this insuring agreement expires other than due to cancellation, you may renew or reinstate the insuring agreement at such time as the scheduled vessel arrives safely at its next port of call and for a further 24 hours thereafter, provided that you contact us during that 24 hours and make the necessary arrangements required by us to renew or reinstate the insuring agreement.
- 5) This insuring agreement may be cancelled by either you or by us at any time, subject to 10 days prior written notice. If it is cancelled by us, we will pay you a pro rata return of premium. If you cancel it, we shall pay you a short rate return of premium calculated as pro rata less 10%. Cancellations due to sale of the scheduled vessel or non-payment of the due premium are deemed to be cancellations by you.
- 6) If you sell or pledge the insured vessel or otherwise transfer ownership in part or in full, this insuring agreement is immediately cancelled.
- 7) In the event of a claim under this insuring agreement for an actual or constructive total loss, the premium is deemed as being fully earned.
- 8) It is hereby agreed that your brokers or any substituted brokers (whether surplus lines approved or otherwise or duly licenced to act as your insurance agent, broker or intermediary or not), shall be deemed to be exclusively the agent(s) of you and not of us in any and all matters relating to, connected with or affecting this insurance. Any notice given or mailed by or on behalf of us to the said brokers in connection with or affecting this insurance, or its cancellation, shall be deemed to have been delivered to you.
- 9) We need not accept or pay for any property abandoned by you. At our option however we are entitled to the salvage value of any property or equipment where we have settled a claim in full under this insuring agreement, in respect of such property or equipment.
- 10) It is warranted that covered persons must at all times comply with relevant Statutes, Laws, By-laws and US Coast Guard, Transport Canada, Canadian Coast Guard, MCA and/or other similar local regulations, governing the use of the insured vessel(s).

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General Conditions & Warranties continued

11) If the insured vessel is fitted with fire extinguishing equipment, then it is warranted that such equipment is properly sized for the area to be protected, properly installed and properly maintained in good working order at all times. This includes the weighing of tanks once a year and recharging as necessary.

12) If you give up your rights or our rights to recover damages from anyone who may be liable to you, denying us the benefit of the right of recovery, payment of any admissible loss under this insuring agreement shall be reduced by the amount we have been denied.

13) This contract is null and void in the event of non-disclosure or misrepresentation of a fact or circumstances material to our acceptance or continuance of this insurance. No action or inaction by us shall be deemed a waiver of this provision.

14) We will not pay for any loss resulting from

- i) Radioactive contamination, or nuclear reaction
- ii) War declared or not, civil war, insurrection, riot, civil commotion, unlawful assembly, rebellion, revolution or the consequences of any of these
- iii) Capture, seizure, arrest, restraint or detainment by any government power or authority, lawful or otherwise.
 - a. Notwithstanding the foregoing the Assured shall notify insurers of any capture, seizure, restraint or detainment of any vessel(s) covered under this policy, within ten (10) days of the actual appropriation of said vessel(s).
 - b. The Assured shall file a written complaint opposing the appropriation and/or procedure and/or correctness of said confiscation, within ten (10) days of the actual appropriation of said vessel(s) and file with the proper authorities, at the Assured's expense, whatever bond is necessary in order to take immediate possession of the vessel(s).
- iv) Any loss or losses arising out of the actions of Pirates, Piracy or Assailing thieves

15) If we take steps to protect the damaged or endangered property, this action does not constitute acceptance of abandonment of that property by us.

16) If any insured person has any other relevant insurance for a property damage loss covered by this insuring agreement, we will only pay the proportion of the claim which our sum insured bears to the total of all the sums insured covering the loss. If this insuring agreement provides liability coverage, this insurance shall be excess over all other valid and collectible liability insurances.

17) Unless it is agreed between us and you in writing, and the appropriate endorsement issued, this insuring agreement does not cover any loss or liability incurred during a race or speed trial or during preparation, setup and/or takedown for a race or speed trial.

18) Unless we agree in writing to the contrary, if we request a survey of the scheduled vessel then such survey must be received by us within 45 days of the effective date of this agreement. If the survey contains any recommendations with respect to the insured vessel, then it is warranted that all such recommendations are completed prior to any incident that may give rise to a claim hereunder, by skilled workmen using fit and proper materials and that you have signed a compliance form to that effect.

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

19) The insured vessel shall be valued at the agreed valuation shown in the insuring agreement cover note or on any endorsement thereto issued by us.

20) If the hull is made in whole or in part of plywood, fibreglass, metal or other material of similar nature its repair shall be made by applying suitable patches to the damaged hull area in accordance with generally accepted good repair practice. It is a condition of this insurance, in respect of any damage occurring to the vessel or any of its parts, components or fittings which requires replacement of planking or wood, structural

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General Conditions & Warranties Continued

20) or nonstructural, insurers have the option to elect any such damage be repaired using any suitable alternative hardwood or softwood.

21) This insuring agreement does not cover the cost or expense of painting or impregnating colour beyond the immediate damaged area or areas.

22) We have the right to settle any physical loss or damage claim under this insuring agreement, either by making payment to you of the estimated loss agreed between you and us, or by making repairs or replacements, like with like, for your lost or damaged property.

23) No suit or action on this insuring agreement for the recovery of any claim will be sustainable in any court of law or equity, unless you have fully complied with all the requirements of this insuring agreement, nor unless commenced within one (1) year from the date of the happening or the occurrence out of which the claim arose. However that where such limitation of time is prohibited by law or statute wherein this Insuring agreement is issued, then, and in that event, no suit or action under this Insuring agreement shall be sustainable unless commenced within the shortest limitations permitted under such law or statute.

24) Unless specifically agreed in writing otherwise, it is hereby noted and agreed by all parties hereto, that this insuring agreement shall be subject to the exclusive jurisdiction of the English Courts and to English Law and Practice. However if any incident or claim occurs within the jurisdiction of the United States, then and only then, if a provision is in conflict with United States law it is agreed US law would apply.

25) Neither this insuring agreement nor any document issued pursuant to this insuring agreement shall confer any benefits on any Third Parties. No Third Party may enforce any term of this insuring agreement or any provision contained in any document issued under this insuring agreement.

26) The Contracts (Rights of Third Parties) Act 1999 is hereby expressly excluded from this from this insuring agreement, including any other document issued pursuant thereto.

27) Where a lay up period has been specified within the insuring agreement cover note, it is warranted that the scheduled vessel will not be used, navigated or utilised, in any manner whatsoever, during the dates so specified. This includes, but is not restricted to, living on board the insured vessel.

28) No coverage is provided under this policy when the Insured vessel(s) is/are being operated by anyone other than those listed as operators including those listed on any bareboat charter agreement.

29) It is warranted any insured vessel insured as a bareboat charter vessel shall be rented to others subject to a bareboat charter agreement that shall include a "Hold Harmless" agreement in favour of Underwriters. Failure to provide such "Hold Harmless" protection to insurers shall be grounds to avoid a claim under this policy.

SEXUAL AND/OR PHYSICAL ABUSE AND HARASSMENT EXCLUSION

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

A: Sexual and/or Physical Abuse or Harassment by any person whosoever, regardless of degree of culpability or intent and whether the acts are alleged to have been committed by the insured or any representative, officer, agent, servant or employee of the insured or by any other person; or

B: Any actual or alleged negligent act or omission in the:

- 1: Employment;
- 2: Investigation;
- 3: Supervision;
- 4: Reporting to the proper authorities or failure to so report; or
- 5: Retention of a person for whom the insured is or ever was legally responsible, which results in Sexual and/or Physical Abuse; or

C: Any actual or alleged negligent act or omission in the prevention or suppression of any act of Sexual and/or Physical Abuse or Harassment.

Sexual and/or Physical Abuse or Harassment are defined as sexual or physical injury or abuse, including but not limited to assault and battery, negligent or deliberate touching, corporal punishment and verbal, mental or emotional abuse or harassment of any person.

PRIVATE AND PLEASURE AND CHARTER MARINE YACHT INSURING AGREEMENT

YOUR DUTIES IN THE EVENT OF A LOSS

- 1) Immediately take all possible steps to minimise the loss and protect the insured vessel from further loss or damage. Failure to do so may invalidate your insurance coverage or reduce the amount of any claim that may be payable hereunder.
- 2) As soon as possible give us direct written notification of the loss and its circumstances.
- 3) Comply with any reasonable request made of you, by us with regard to the loss.
- 4) Advise the Police, Coast Guard, or any appropriate authority of the loss and its circumstances.
- 5) Give us an opportunity to examine the damaged property before it is repaired or discarded.
- 6) Submit a claim form and/or statement describing the loss, together with two estimates of repair cost and/or records to substantiate the amount of the loss.
- 7) Neither assume obligation, nor admit liability without our express written permission to do so.
- 8) Immediately forward to us any legal papers or notices received in connection with the loss.
- 9) Co-operate with us in the investigation, defence or settlement of any loss and agree to be examined under oath if we so request
- 10) Allow examination by physicians of our choice.
- 11) Assist us in obtaining copies of medical records and reports.
- 12) Give us a notarised statement or statutory declaration if we so request.
- 13) Give us a proof of loss and discharge of liability once the amount of the claim under this insuring agreement has been agreed with you.
- 14) Preserve your right of recovery from others. When we pay a loss, your right to recover becomes ours up to the amount of our payment together with any legal fees and expenses. You must also co-operate with us to recover the losses we may pay. Any amounts recovered from others belong to us up to the amount of our payment together with any legal fees and expenses.

PRIVATE AND PLEASURE AND CHARTER MARINE YACHT INSURING AGREEMENT

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. Assured 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.

Pre-Dispute Arbitration Clause English Law.

- 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.
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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 London, United Kingdom 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 English Maritime Law and Customs.