

华泰财产保险有限公司

协会游艇保险条款（1/11/85）

第1条 船舶条款

船舶是指船壳，机器，救生艇，船具和设备，诸如若船舶转卖时，通常可与船舶一起转卖者。

第2条 在使用中和停泊中的船舶条款

2.1 船舶按照本保险条款的规定承保：

2.1.1 当船舶在海上，或内河，港口，船坞，游艇停泊港，航道，船台，浮码头，或在硬地或泥地，或在岸上的仓库中使用，包括起浮或是拖带及船舶下水，在有领航员或没有领航员的情况下，为进行试航，协助、拖带遇难船舶或船只，或是依习惯船舶出海航行时，**但须保证该船舶不能被拖带**，除非是依习惯或是基于协助的需要，或是为执行船舶所有人、船长、船舶管理人、或是在承租人事先安排的合同项下的拖带或救助服务。

2.1.2 在下述第4条规定的船舶搁置不用，包括起浮或拖带及船舶下水，以及在船舶被移入船坞或游艇停泊港、拆除设备、配置设备、彻底检修、日常保养，或是在船舶接受检验的情况下（也包括进或出船坞、偶尔搁置不用或配置设备而造成的船舶搁置、离开原地去进行救助或基于其他目的，开往其泊位或从泊位离开，但以不离开该船舶被搁置的港口或地点为限），**但不包括船舶被用做船宅或船舶正在进行重大修理或船舶正在改造的情形**，除非保险人得到通知并愿意收取额外的保险费。

2.2 尽管有上述第2条第1款的规定，当船舶在岸上的仓库或修理地点时，对设备及船具的保险，包括舷外发动机，都可依据本保险的规定承保。

第3条 航行和租船保证条款

3.1 保证不在**保险单**条款规定的范围之外航行，除非保险人事先得到通知并按约定的条件续保。

3.2 保证游艇只能用于私人娱乐的目的，除非经保险人的特别同意，不得用于租船或用于获取报酬。

第4条 停泊保证条款

保证按照保险单条款的规定将船舶停泊，否则应事先通知保险人，保险人按照约定的条件续保。

第5条 航速保证条款

5.1 保证船舶设计的最高时速，或是在有子船的情形下，母船的最高时速，不得超过17节。

5.2 如果保险人同意删除该保证条款，则应适用下述第19条快艇条款的条件。

第6条 延续条款

如果保险期间终止时，船舶正在海上，或处于危急中，在避难港或其他地方避难或是在中途港，假如立即通知保险人，那么船舶将按约定保险费续保，直至该船舶安全地锚泊或系泊在下一个停靠港口。

第7条 转让条款

本保险利益或依本保险得付或应付款项的转让，除非经被保险人，和在后续转让时经受让人签署载有日期的此种转让通知批注在保险单上，并在支付赔偿或退还保险费之前将如此批注的保险单提交给保险人，否则不约束保险人或为保险人承认。

第8条 所有权变更条款

如本保险的任何条款，无论是手写的、打印的或印刷的，与本条规定不一致，则以本第8条为准。

8.1 假若船舶售给、转让给新的所有人，或若船舶是由公司所有，而公司的控股权发生变更，那么，除非保险人书面同意续保，本保险自此种出售、转让或变更发生时终止，按照船舶使用和/或搁置期间计算的保险费，将按日净保险费比例退回。

8.2 若船舶出售或转让时已离开锚地或在海上，经被保险人要求，本保险在船舶抵达目的地或目的港前不得终止。

第9条 风险条款

本保险受制于下列除外条件

9.1 本保险承保下列原因造成的保险标的的灭失或损害：

9.1.1 海上、江河、湖泊或其他可航水域的风险；

9.1.2 火灾；

9.1.3 抛弃；

9.1.4 海盗；

9.1.5 与码头、港口设备或装置、陆上运输工具、航空器或类似装置及从其上跌落的物体的接触；

9.1.6 火山爆发或闪电。

9.2 如果此种灭失或损害并非由于被保险人、船东、或管理人未谨慎处理所致，本保险承保：

9.2.1 由于下列原因引起的保险标的的灭失或损害：

9.2.1.1 在装卸或移动备用品、船具、设备机器或燃料过程中的意外事故；

9.2.1.2 爆炸；

9.2.1.3 恶意行为；

9.2.1.4 偷窃整艘船舶或其救生艇，或其舷外发动机，但仅限于其在通常的连接方式之外，通过某种防盗装置安全地锁定在船上或其救生艇上，或经强行进入船内或积载或检修场所，偷窃机器设备包括舷外发动机，船具或设施。

9.2.2 由于下列原因所致的保险标的（除了发动机及其接管（但不包括轴架或推进器）电器设备及电池、接线之外）的灭失或损害：

9.2.2.1 船壳或机器的潜在缺陷，尾轴断裂或锅炉破裂（不包括更换或修理有缺陷的零部件，断裂的尾轴，破裂的锅炉本身的费用或花费）；

9.2.2.2 无论任何人的过失，但不包括修复任何缺陷的费用（此种缺陷是由于对有关被保险人或船东履行其修理或更换工作或有关船舶保养维修工作的过失或违约所致）。

9.3 本保险承保船舶搁浅后检查船底的费用，包括未发现任何损害时而产生的合理的检查船底的费用。

第10条 除外条款

以下情况不得索赔：

10.1 舷外发动机脱落或从舷外落入水中；

10.2 最大设计时速超过 17 节的船载快艇，除非在保险合同中特别承保并符合下述第 19 条快艇条款规定的条件或者载于母船之上或系泊于岸；

10.3 非永久记载有母船名的船载快艇；

10.4 固定的船帆或防护罩被风扯破或吹走，除非是由于有船帆挂着的帆桁受到损害，或船舶搁浅、碰撞、或与其他除水外的外物（包括冰）接触所致；

10.5 船舶竞赛时，船帆、船桅、帆桁或静索与动索的灭失或损害，除非该灭失或损害因船舶搁浅、沉没、烧毁、失火、碰撞或与其他除水外的外物（包括冰）接触所致；

10.6 个人物品；

10.7 易耗物料、捕捞设备或系泊属具；

10.8 铠装物、维修物的灭失或损害，除非因船舶搁浅、沉没、烧毁、失火、碰撞或与其他除水外的外物（包括冰）接触所致；

10.9 弥补设计或建造中的缺陷而致的损失或费用或者设计或建造中的改良或改变而致的费用；

10.10 由于恶劣天气所致的发动机、接管（非轴架或推进器）、电器设备、电池、接线的灭失或损害，除非该灭失或损害是由于船舶浸水导致；但本 10.10 款不排除船舶搁浅、碰撞或与另一船舶、码头、栈桥接触而导致的灭失或损害。

第 11 条 对第三方责任条款

本条仅适用于在保单明细表中为此目的载明保险金额的情形。

11.1 保险人同意赔偿被保险人因负法律责任而付的一笔或数笔金额，此法律责任是基于被保险人对被保险船舶享有的利益或在保险期间发生的意外事故，具体包括以下方面：

11.1.1 对其他船舶或任何财产造成灭失或损害；

11.1.2 人员伤亡、伤害或疾病，包括在被保险船舶或其他船舶上或附近救助人命而支付的费用；

11.1.3 打捞、清除、销毁被保险船舶残骸或货物的任何企图或实际举措，或因过失或未能采取这些措施。

11.2 法律费用

如果事先获得保险人的书面同意，保险人也将赔偿以下费用：

11.2.1 被保险人的法律费用或被保险人在责任抗辩或因责任限制提起诉讼而被迫支付的费用；

11.2.2 验尸或人命事故调查费用。

11.3 姐妹船

如果保险船舶与全部或部分属于同一所有人所有，或在同一管理下的另一船舶碰撞，或接受该船的救助服务，被保险人应享有的权利，与另一船完全属于与保险船舶无关的第三者时被保险人按本保险所应享有的权利相同。

11.4 由他人驾驶船舶

第 11 款的规定将扩展至在保险合同中指定的被保险人同意下的驾驶或负责保险船舶的任何人员（而不是任何操作船舶的人，或由造船厂，修理厂，船台，船艇俱乐部，销售代理商或类似组织里的操作人员雇佣的人员），且此人在驾驶和负责船舶时出现本第 11 条规定的保险事故而需对除被保险人之外的人负有赔偿责任；但是根据本条的赔偿须利于被保险人，且在被保险人代理人的书面要求下，仅适用于以上所述的负责该船舶的人。该扩

展条款不得提高第 11.8 款规定的责任限额，并且该扩展条款受本保险其他条款和保证的约束。本第 11.4 款的效力不优先于第 3.2 款的效力。

11.5 清除残骸延伸条款

本保险将赔偿除救助费用以外的从被保险人所有、租借或占有的任何地方清除残骸的费用。

11.6 除外责任

尽管有第 11 款的规定，本保险不承保因下列原因引起的任何责任、支出或费用：

11.6.1 根据劳工赔偿法和雇主责任法及其他任何成文或普通法责任，有关劳工或被保险人或受本保险保护的人雇用的任何身份的人因第 11.4 款的规定，且与被保险船舶及其货物、原材料、维修有关的事项而发生的意外事件或疾病所产生的直接或间接费用；

11.6.2 船舶上的有最大设计时速超过 17 节的小艇，除非该小艇已特别承保且符合下述第 19 款快艇条款规定的条件，或者该小艇在母船上或系泊于岸；

11.6.3 对于由船舶牵引或准备牵引或牵引后的情况下直至他们安全登船或上岸后为止，从事水橇运动或滑水运动的任何人员的任何责任；

11.6.4 对于由船舶牵引或准备牵引或牵引后的情况下直至他们安全登船或上岸后为止，从事除水橇运动或滑水运动外的其他运动或活动的人引起任何责任；

11.6.5 无论何因引起的惩罚性或警戒性的损害赔偿。

11.7 水橇运动者的责任

如果以上第 11.6.3 和/或 11.6.4 款被取消，本保险承保以上一款或两款的责任且上述责任受本保险中的保证条款、条件和限额的约束。

11.8 责任限额

对一个事故或从同一事件中引出的数个事故，保险人在第 11 款项下的责任不得超过保单明细表中载明的金额；但是当被保险人的责任在保险人书面同意的情况下受到抗辩，保险人将偿付被保险人发生或被迫付出费用中的一部分。

第 12 条免赔额条款

12.1 在每一次单独事故或事件中，对承保危险造成的损失索赔，除非累积金额（包括根据第 11、14 和 15 条的索赔）超过为此目的在保单明细表中载明的金额，否则保险人不予赔偿；在超过该免赔额的情况下，该金额应从赔偿总额中扣除。本 12.1 款不适用于对保险船舶的全损或推定全损索赔，也不适用于第 15 条中由同一事故或事件产生的相关索赔。

12.2 在适用以上第 12.1 款之前和适用 12.1 款之外，以下物品的灭失或损害的以新换旧不超过 1/3 的可以由保险人酌情扣减：

12.2.1 保护性覆盖物，船帆和动索；

12.2.2 根据本保险，不管是否有单独保险价值评估的外舷发动机。

第 13 条 索赔通知和招标条款

13.1 根据本保险，任何产生索赔的事件应尽快通知保险人；任何盗窃或恶意损害应迅速报告警察。

13.2 灭失或损害发生的情况下，须在检验前通知保险人；如果船舶在国外，还应通知最近地区的劳合社代理人，以便保险人在认为需要时，委派检验人代表保险人进行检验。

13. 3 保险人有权决定船舶驶往入坞或修理的港口（因遵循保险人的要求所产生的实际额外航程费用， 应由保险人偿还给被保险人）并对船舶的修理地点或修船公司有否决权。

13. 4 保险人为修理船舶也可以招标或可以要求（被保险人）招标。

第 14 条 救助费用条款

根据本保险明示条款的规定， 为防止承保危险所致的灭失而产生的救助费用可以作为那些风险所致的灭失而获得赔偿。

第 15 条 被保险人义务条款

15. 1 若发生任何灭失或灾难， 被保险人及其雇员和代理人有义务采取合理措施， 以避免或减轻根据本保险可获赔偿的损失。

15. 2 依据以下条款和第 12 条各项规定， 保险人将赔偿由被保险人， 其雇员或代理人因此种措施而适当合理地产生的费用。 **共同海损， 救助费用， 碰撞抗辩或诉讼费用及被保险人因第 11. 2 款的抗辩而发生的费用， 均不能根据本第 15 条获得赔偿。**

15. 3 若保险人为自身利益以被保险人名义自费向第三方提起关于本保险承保的任何事项的诉讼， 被保险人应给予保险人一切可能的帮助以便获得相关信息和证据， 使保险人可以从第三方获得赔偿。

15. 4 被保险人或保险人为拯救、保护和恢复保险标的而采取的措施， 不应视为放弃或接受委付， 或者有损于任何一方的权利。

15. 5 根据本第 15 条可获赔偿的数额， 应在本保险负责赔偿的其他损失之外支付， 但在任何情况下， 根据第 15. 2 款可获赔偿的数额， 不得超过保险船舶的保险金额。

第 16 条 未修理损害条款

16. 1 未修理的损害赔偿限额， 应为本保险终止时， 船舶市场价值因此种未修理的损害引起的合理贬值， 但不得超过合理的修理费用。

16. 2 **若未修理的损害出现后在本保险期间内或本保险的扩展期内船舶发生全损（不论本保险是否承保该全损）， 保险人对未修理的损害不再负赔偿责任。**

16. 3 保险人对未修理损害的赔偿责任， 不应超过本保险终止时的保险价值。

第 17 条 推定全损条款

17. 1 在确定船舶是否构成推定全损时， 船舶保险价值应以船舶修理后的价值为准， 不应考虑船舶或残骸的受损或解体价值。

17. 2 基于保险船舶的恢复和/或修理费用而提出推定全损的索赔不能得到赔偿， 除非此种费用已超过保险价值。 在确定是否构成推定全损时， 应以单一事故或由于同一事故引起的连续的损害赔偿费用为准。

第 18 条 船舶营运费用保证条款

保证被保险人， 船舶抵押权人或船舶所有人的营运费用、佣金、利润或其他利益或船体或机器的超值或增值不得为保单证明的利益或许可金额的利益， 除非船舶的保险价值超过 5 万英镑且不超过在保单明细表中载明的船舶保险总额的 10%； 保险人不得以违反本保险为由， 抗辩在接受本保险时不知道此项违反的抵押权人提出的索赔。

第 19 条 快艇条款

本保险其它条款与本条款抵触的， 本条款优先适用。

19. 1 **本保险的前提条件是： 当有关船舶航行时， 保单明细表中指定的被保险人或其他合格人员须在船上并控制船舶。**

19. 2 因以下原因引起的船舶灭失或损害或对第三方责任或任何救助服务，不得索赔：

19. 2. 1 船舶系泊，抛锚或离岸无人看管时而搁浅，沉没，淹没，浸没或漂泊；

19. 2. 2 船舶参加比赛或速度测试或进行任何相关的试验。

19. 3 有关舵板轴架或推进器的以下情况不得索赔：

19. 3. 1 符合 9. 2. 2. 1 和 9. 2. 2. 2 款的情形；

19. 3. 2 由恶劣天气，汹涌海浪和除了与另一船舶，码头，栈桥的接触引起的灭失或损害，但本第 19. 3. 2 款不排除因恶劣天气而浸没引起的损害。

19. 4 如果船舶安装有舷内机器，那么由失火或爆炸引起的任何索赔，本保险不负责任，除非该船舶的机舱（或机器间），油柜和厨房正确地安装了自动灭火系统或该系统可以自动对操作台进行控制，且维持了良好的工作状态。

第 20 条 解除保险和退还保险费条款

经保险人提前 30 天通知被保险人，保险人可随时解除保险合同，双方也可协商解除保险合同，按日比例退还的净保险费应按使用中或停泊期间收取的保险费计算。

以下条款为最高效力条款，本保险其他条款与以下条款不一致时，以下条款应优先适用。

第 21 条 战争除外条款

21 在任何情况下，本保险不承保由于下列原因引起的灭失，损害，责任和费用：

21. 1 战争，内战，革命，叛乱，暴动或由此引起的内乱或由某一交战方采取的或针对某一交战方的任何敌对行为；

21. 2 捕获，扣押，扣留，管制或拘押（欺诈恶行和海盗除外）及这些行为引起的后果或进行这些行为的威胁企图；

21. 3 被遗弃的水雷，鱼雷，炸弹或其他被遗弃的战争武器。

第 22 条 罢工和政治行为除外条款

在任何情况下，本保险不承保由于下列原因引起的灭失、损害、责任或费用：

22. 1 罢工者，雇主拒纳的工人或参加工潮，暴动或民变的人员；

22. 2 任何恐怖分子或出于政治目的而采取行动的人员。

第 23 条 核除外条款

在任何情况下，本保险不承保由于下列原因引起的灭失，损害，责任或费用：

23. 1 用原子或核裂变或核聚变或类似反应或放射性力量或物质制造的任何战争武器；

23. 2 从核燃料燃烧的废物或和核燃料的放射引起的电离辐射或污染；

23. 3 任何爆炸性的核装置或核部件中具有放射性，有毒性，爆炸性或其他有害特性的物质。

Institute Yacht Clauses (1/11/85)

1. VESSEL

Vessel means the hull, Machinery, boat(s), gear and equipment, such as would normally be sold with her if she changed hands.

2. IN COMMISSION AND LAID UP

- 2.1 The Vessel is covered subject to the provisions of this insurance
 - 2.1.1 While in commission at sea or on inland waters or in port, docks, marinas, on ways, gridirons, pontoons, or on the hard or mud or at place of storage ashore including lifting or hauling out and launching, with leave to sail or navigate with or without pilots, to go on trial trips and to assist and tow vessels or crafts 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.
 - 2.1.2 While laid up out of commission as provided for in Clause 4 below, including lifting or hauling out and launching, while being moved in shipyard or marina, dismantling, fitting out, overhauling, normal maintenance or while under survey, (also to include docking and undocking and periods laid up afloat incidental to laying up or 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 to be given to the Underwriters and any additional premium required by them agreed, any period for which the Vessel is used as a Houseboat or is under major repair or undergoing alteration.
- 2.2 Notwithstanding Clause 2.1 above the gear and equipment, including outboard motors, are covered subject to the provisions of this insurance while in place of storage or repair ashore.

3. NAVIGATING AND CHARTER HIRE WARRANTIES

- 3.1 Warranted not navigating outside the limits stated in the Schedule to the policy or, provided previous notice to be given to the Underwriters, held covered on terms to be agreed.
- 3.2 Warranted to be used solely for private pleasure purposes and not for hire charter or reward, unless specially agreed by the Underwriters.

4. LAID UP WARRANTY

Warranted laid up out of commission as stated in the schedule to the policy, or held covered on terms to be agreed provided previous notice to the given to the Underwriters.

5. SPEED WARRANTY

- 5.1 Warranted that the maximum designed speed of the Vessel, or the parent Vessel in the case of a Vessel with boat(s), does not exceed 17 knots.
- 5.2 Where the Underwriters have agreed to delete this warranty, the conditions of the speedboat Clause 19 below shall also apply.

6. CONTINUATION

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

7. ASSIGNMENT

No assignment of or interest in this insurance or in any moneys which may be or become payable there under is to be binding on or recognized by the Underwriters unless a dated notice of such assignment or interest signed by the Assured, and by the assignor in the case of subsequent assignment, is endorsed on the policy and the policy with such endorsement is produced before payment of any claim or return of premium there under.

8. CHANGE OF OWNERSHIP

This Clause 8 shall prevail notwithstanding any provision whether written typed or printed in this insurance inconsistent herewith.

- 8.1 Should the Vessel be sold or transferred to new ownership, or where the Vessel is owned by a company, should there be a change in the controlling interest(s) of the company, then, unless the Underwriters agree in writing to continue the insurance, this insurance shall become cancelled from the time of such sale, transfer, or change, and a pro rata daily net return of premium be made calculated on the premium charged for the in commission and/or laid up period.
- 8.2 If however, the Vessel shall have left her moorings or be at sea at the time of sale or transfer such cancellation shall if required by the Assured, be suspended until arrival at port or place of destination.

9. PERILS

Subject always to the exclusions in this insurance

- 9.1 This insurance covers loss of or damage to the subject matter insured caused by:
 - 9.1.1 Perils of the seas, rivers, lakes, or other navigable waters
 - 9.1.2 Fire
 - 9.1.3 Jettison
 - 9.1.4 Piracy
 - 9.1.5 Contact with dock or harbor equipment of installation, land conveyance, aircraft or similar objects or objects falling there from
 - 9.1.6 Earthquake Volcanic eruption or lightning
- 9.2 and, provided such loss or damage has not resulted from want of due diligence by the assured Owners or Managers, this insurance covers
 - 9.2.1 Loss of or damage to the subject matter insured caused by
 - 9.2.1.1 Accidents in loading, discharging or moving stores, gear, equipment, machinery or fuel
 - 9.2.1.2 Explosions
 - 9.2.1.3 Malicious Acts
 - 9.2.1.4 Theft of the entire Vessel or her boat(s) or outboard motor(s) provided it is securely locked to the vessel or her boat(s) by an anti-theft device in addition to its normal method of attachment, or following upon forcible entry into the Vessel or place of storage or repair, theft of machinery including outboard motor(s), gear or equipment
 - 9.2.2 Loss of or damage to the subject matter insured, excepting motor and connections (but not strut, shaft or propeller), electrical equipment and batteries and connections, caused by:
 - 9.2.2.1 Latent defects in hull or machinery, breakage of shafts or bursting of boilers (excluding the cost and expense of replacing or repairing the defective part broken shaft or burst boiler)
 - 9.2.2.2 The 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 assured and/or the Owners or in respect of the maintenance of the Vessel,
- 9.3 This insurance covers the expense of sighting the bottom after stranding, if reasonable incurred especially for that purpose, even if no damage is found.

10. EXCLUSIONS

No claim shall be allowed in respect of any:

- 10.1 Outboard motor dropping off or falling overboard
- 10.2 Ship's boat having a maximum designed speed exceeding 17 knots, unless such boat is specially covered herein and subject also to the conditions of the speedboat Clause 19 below, or is on the parent Vessel or laid up ashore
- 10.3 Ship's boat not permanently marked with the name of the parent Vessel
- 10.4 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 or in collision or contact with any external substance (ice included) other than water
- 10.5 Sails, masts, spars or standing and running rigging while the Vessel is racing, unless the loss or damage is caused by the Vessel being stranded, or sunk burnt, on fire or in collision or contact with any external substance (ice included) other than water
- 10.6 Personal effects
- 10.7 Consumable stores, fishing gear or moorings
- 10.8 Loss or expenditure incurred in remedying a fault in design or construction or any cost of expense incurred by reason of betterment of alteration in design or construction
- 10.9 Motor and connections (but not strut shaft or propeller) electrical equipment and batteries and connections, where the loss or damage has caused by heavy weather, unless the loss or damage has been caused by the Vessel being immersed, but this clause 10.10 shall not exclude loss or damage caused by the Vessel being stranded or in collision or contact with another vessel, pier or jetty.

11. 11 LIABILITY TO THIRD PARTIES

This clause only applies when a sum is stated for this purpose in the schedule to the policy.

- 11.1 The Underwriters agree to indemnify the assured for any sum or sums which, the assured shall become legally liable to pay and shall pay, by reason of interest in the insured Vessel and arising out of accidents occurring during the currency of this insurance, in respect to:
 - 11.1.1 Loss of or damage to any other vessel or property whatsoever
 - 11.1.2 Loss of life, personal injury or illness, including payments made for life salvage, caused on or near the Vessel or any other vessel
 - 11.1.3 Any attempted or actual raising, removal or destruction of the wreck of the assured Vessel or the cargo thereof or any neglect of failure to raise, remove or destroy same.

11.2 LEGAL COSTS

The Underwriters will also pay, provided their prior written consent has been obtained:

- 11.2.1 The legal costs incurred by the assured or which the assured may be compelled to pay in contesting liability or taking proceedings to limit liability.
- 11.2.2 The costs for representation at any coroner's inquest or fatal accident enquiry.

11.3 SISTERSHIP

Should the vessel hereby insured come into collision with or receive salvage services from another vessel belonging wholly or in part to the same Owners or under the same management, the assured shall have the same rights under this insurance as they would have were the other vessel entirely the property of Owners not interested in the Vessel hereby insured.

11.4 NAVIGATION BY OTHER PERSONS

The provisions of the Clause 11 shall extend to any person navigating or in charge of the insured Vessel with the permission of the assured named in this insurance (other than a person operating, or employed by the operator of, a shipyard, marina, repair yard, slipway, yacht club, sales agency or similar organization) and who while navigating or in charge of the Vessel shall in consequence of any occurrence covered by this Clause 11 become liable to pay and shall pay any sum or sums to any person or persons, other than to the assured named in this insurance, but indemnity under this Clause shall insure above, at the written request of and through the agency of the assured. Nothing in this extension shall increase the underwriters' liability beyond the limitation of liability imposed by Clause 11.8 below and this extension shall be subject to all other terms conditions and warranties of this insurance. Nothing in this Clause 11.4 shall be deemed to override the provisions of Clause 3.2 above.

11.5 REMOVAL OF WRECK EXTENSION

This insurance also to pay the expenses, after deduction of the proceeds of the salvage, of the removal of the wreck of the insured Vessel from any place owned, leased or occupied by the assured.

11.6 LIABILITIES SECTION EXCLUSIONS

Notwithstanding the provisions of the Clause 11 this insurance does not cover any liability cost of expense arising in respect of:

- 11.6.1 Any direct or indirect payment by the Assured under Workmen's Compensation or Employers' Liability acts and any other statutory or common law liability in respect of accidents to or illness of workmen or any other persons employed in any capacity whatsoever by the Assured or by any person to whom the protection of this insurance is afforded by reason of the provisions of Clause 11.4 above, in on or about or in connection with the Vessel hereby insured or her cargo, materials or repairs
- 11.6.2 Any boat belonging to the Vessel and having a maximum designed speed exceeding 17 knots, unless such boat is specially covered herein and subject also to the conditions of the speedboat Clause 19 below, or is on the parent Vessel or laid up ashore
- 11.6.3 Any liability to or incurred by any person engaged in water skiing or aquaplaning, while being towed by the Vessel or preparing to be towed or after being towed until safely aboard or ashore
- 11.6.4 Any liability to or incurred by any person engaged in a sport or activity, other than water skiing or aquaplaning, while being towed by the Vessel or preparing to be towed or after being towed until safely on board or ashore
- 11.6.5 Punitive or exemplary damages, however described

11.7 WATER – SKIERS LIABILITIES

Should Clause 11.6.3 and/or Clause 11.6.4 above be deleted, the liabilities mentioned in such clause(s) shall be covered hereunder, subject always to the warranties, conditions and limits of this insurance.

11.8 LIMIT OF LIABILITY

The liability of the Underwriters under this Clause 11, in respect of any one accident or series of accidents arising out of the same event, shall in no case exceed the sum stated for this purpose in the Schedule of the policy, but when the liability of the assured has been contested with the consent in writing of the Underwriters, the Underwriters will also pay a like proportion of the costs which the Assured shall thereby incur or be compelled to pay.

12. EXCESS AND DEDUCTIBLE

- 12.1 No claim arising from a peril insured against shall be payable under this insurance unless the aggregate of all such claims arising out of each separate accident or occurrence (including claims under Clauses 11, 14 and 15) exceeds the amount stated for this purpose in the schedule to the policy, in which case this sum shall be deducted. This Clause 12.1 shall not apply to a claim for total or constructive total loss of the Vessel or, in the event of such a claim, to any associated claim under Clause 15 arising from the same accident or occurrence.
- 12.2 Prior to the application of Clause 12.1 above and in addition, thereto, deductions new for old not exceeding one-third may be made at the Underwriters' discretion in respect of loss of or damage to:
 - 12.2.1 Protective covers, sails and running rigging
 - 12.2.2 Outboard motors whether or not insured by separate valuation under this insurance.

13. NOTICE OF CLAIM AND TENDERS

- 13.1 Prompt notice shall be given to the Underwriters in the event of any occurrence, which may give rise to a claim under this insurance, and any theft or malicious damage shall also be reported promptly to the Police.
- 13.2 Where loss or damage has occurred, notice shall be given to the Underwriters prior to survey and, if the Vessel is abroad, also to the nearest Lloyd's Agent so that a surveyor may be appointed to represent the Underwriters should they so desire.
- 13.3 The Underwriters shall be entitled to decide the port to which the Vessel shall proceed for docking or repair (the actual additional expense of the voyage arising from compliance with Underwriters' requirements being refunded to the assured) and have a right of veto concerning a place of repair or a repairing firm.
- 13.4 The Underwriters may also take tenders or may require tenders to be taken for the repair of the Vessel.

14. SALVAGE CHARGES

Subject to any express provision in this insurance, salvage charges incurred in preventing a loss by perils insured against may be recovered as a loss by those perils.

15. DUTY OF ASSURED

- 15.1 In case of any loss or misfortune it is the duty of the Assured and their servants and agents to take such measures as may be reasonable for the purpose of averting or minimizing a loss which would be recoverable under this insurance.
- 15.2 Subject to the provisions below and to Clause 12 the Underwriters will contribute to charges properly and reasonably incurred by the Assured, their servants or agents for such measures. General average, salvage charges, collision defense or attack cost and costs incurred by the Assured in contesting liability covered by Clause 11.2 are not recoverable under this Clause 15.
- 15.3 The Assured shall render to the Underwriters all possible aid in obtaining information and evidence should the Underwriters desire to proceed at their own expense and for their own benefit in the name of the Assured to recover compensation or to secure an indemnity from any third party in respect of anything covered by this insurance.
- 15.4 Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.
- 15.5 The sum recoverable under this Clause 15 shall be in addition to the loss otherwise recoverable under this insurance but in no circumstances shall amounts recoverable under Clause 15.2 exceed the sum insured under this insurance in respect to the Vessel.

16. UNREPAIRED DAMAGE

- 16.1 The measure of indemnity in respect of claims for un-repaired damage shall be the reasonable depreciation in the market value of the Vessel at the time this insurance terminates arising from such un-repaired damage, but not exceeding the reasonable cost of repairs.
- 16.2 In no case shall the Underwriters be liable for un-repaired damage in the event of a subsequent total loss (whether or not covered under this insurance) sustained during the period covered by this insurance or any extension thereof.
- 16.3 The underwriters shall not be liable in respect of un-repaired damage for more than the insured value at the time this insurance terminates.

17. CONSTRUCTIVE TOTAL LOSS

- 17.1 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.
- 17.2 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. In making this determination, only the cost relating to a single accident or sequence of damages arising from the same accident shall be taken into account.

18. DISBURSEMENTS WARRANTY

Warranted that no amount shall be insured policy proof of interest or full interest admitted for account of the Assured, Mortgages or Owners on disbursements, commission, profits or other interests or excess or increased value of hull or machinery however described unless the insured value of the Vessel is over \$50,000.00 and then not to exceed 10 percent to the total amount insured in respect of the Vessel as stated in the Schedule to the policy. Provided always that a breach of this warranty shall not afford the Underwriters any defense to a claim by a Mortgagee who has accepted this insurance without knowledge of such breach.

19. SPEEDBOAT CLAUSE

WHERE THIS CLAUSE 19 APPLIES IT SHALL OVERRIDE ANY CONFLICTING

PROVISIONS IN THE CLAUSES ABOVE.

- 19.1 It is a condition of this insurance that when the Vessel concerned is underway the Assured named in the schedule to the policy or other competent person(s) shall be on board and in control of the Vessel.
- 19.2 No Claim shall be allowed in respect of loss of or damage to the Vessel or liability to any third party or any salvage services.
 - 19.2.1 caused by or arising from the Vessel being stranded sunk swamped immersed breaking adrift while moored or anchored unattended off an exposed beach or shore.
 - 19.2.2 Arising while the Vessel is participation in racing or speed tests, or any trials on connection therewith.
- 19.3 No claim shall be allowed in respect of rudder strut shaft or propeller
 - 19.2.3 under Clauses 9.2.2.1 and 9.2.2.2
 - 19.2.4 For any loss or damage caused by heavy weather, water or contact other than with another vessel pier or jetty, but this Clause 19.3.2 shall not exclude damage caused by the Vessel being immersed as a result of heavy weather.
- 19.4 If the Vessel is fitted with inboard machinery no liability shall attach to this insurance in respect of any claim caused by or arising through fire or explosion unless the vessel is equipped in the engine room (or engine space) tank space and galley, with a fire extinguishing system automatically operated or having controls at the steering position and properly installed and maintained in efficient working order.

20. CANCELLATION AND RETURN OF PREMIUM

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

THE FOLLOWING CLAUSES SHALL BE PARAMOUNT AND SHALL OVERRIDE ANYTHING CONTAINED IN THIS INSURANCE INCONSISTENT THEREWITH.

21. WAR EXCLUSION

In no case shall this insurance cover loss damage liability or expense caused by:

- 21.1 War civil war revolution rebellion insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 21.2 Capture seizure arrest restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt thereat
- 21.3 Derelict mines torpedoes bombs or other derelict weapons of war.

22. STRIKES AND POLITICAL ACTS EXCLUSION

In no case shall this insurance cover loss damage liability or expense caused by:

- 22.1 Strikers, locked-out workmen, or persons taking part in labor disturbances, riots or civil commotions
- 22.2 Any terrorist or any person acting from a political motive.

23. NUCLEAR EXCLUSIONS

In no case shall this insurance cover loss damage liability or expense caused by:

- 23.1 Any weapon of war employing atomic or nuclear fission and/or other like reaction or radioactive force or matter.
- 23.2 Ionizing radiations from or contamination by radioactive from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel.
- 23.3 The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly component thereof.