华泰财产保险有限公司 协会游艇保险竞赛风险扩展条款

(仅与《协会游艇保险条款(1/11/85)》共同使用)

- 1 尽管《协会游艇保险条款(1/11/85)》第 10.4 和 10.5 条另有规定,鉴于保单明细表中额外保险费的支付,双方同意:
 - 1.1 保险人承保船舶在竞赛时,因发生承保风险造成船帆、船桅、帆桁或静索与动索的灭失或损害而产生的重置或修理费用,但只赔偿该费用的 2/3 (《协会游艇保险条款(1/11/85)》第 12 条免赔额条款不适用),除非该灭失或损害因船舶搁浅、沉没、烧毁、失火、碰撞或与其他除水之外的外物(包括冰在内的)接触所致,此时保险人应当全额赔偿重置和修理费用,但应根据以新换旧的原则并扣减上述本保险第 12 条中的免赔额。

被保险人保证没有购买或将会购买承保上述第 1.1 款中未包括的任何部分的重置和修理费用的保险。

1.2 保险人根据上述第 1.1 款对船舶竞赛过程中出现的每个事故所应赔偿的责任范围应当以所有固定或非固定的船帆、船桅、帆桁、静索与动索的全部重置价值不超过保险明细单中就此列明的数额为限。

INSTITUTE YACHT CLAUSES RACING RISK EXTENSION CLAUSE

(for use only with Institute Yacht Clauses 1/11/85)

- 2. In consideration of the payment of an additional premium as stated in the Schedule of the policy, it is agreed that, notwithstanding the provisions of Clauses 10.4 and 10.5 of the Institute Yacht Clauses 1/11/85:
 - 1.1 The cost of replacing or repairing sails, masts, spars, standing and running rigging lost or damages by an insured peril whilst the Vessel hereby insured is racing shall be recoverable hereunder, to the extent only of 2/3rds of such cost (without application of Clause 12 Excess and Deductible of the Institute Yacht Clauses 1/11/85 of this insurance), unless the loss or damage be caused by the Vessel being stranded, sunk, burnt, on fire, in collision or in contact with any external substance (ice included) other than water, when the cost of replacement or repair shall be recoverable in full, subject only to the deduction new for old and to the excess or deductible in the said Clause 12 in this insurance.

Warranted that no additional insurance is or shall be placed covering any part of the cost of replacement or repair not recoverable under the foregoing Clause 1.1.

1.2 The Underwriters' liability under Clause 1.1 above arising out of any one occurrence whilst racing shall be calculated upon the basis that the full replacement cost of all sails carried whether set or not, masts, spars, standing and running rigging shall not exceed the sum stated for this purpose in the Schedule to the policy.