

Unseaworthiness and Unfitness Exclusion

(Registration No.: 09AD2020000210215)

In no case shall this insurance cover loss damage liability or expense howsoever caused by resulting from or connected with

1. Unseaworthiness of vessel or craft, or

2. Unfitness of vessel craft container liftvan or land conveyance for the safe carriage of the Subject Matter Insured.

Where this insurance has been assigned to a party claiming hereunder who has bought or agreed to buy the Subject Matter Insured in good faith under a binding contract, the above exclusion shall not apply.

Where the Insured can demonstrate they took all reasonable steps to establish the seaworthiness of the vessel or craft and fitness of the vessel craft container liftvan or land conveyance, Underwriters waive any breach of the implied warranties of seaworthiness of the vessel or craft and fitness of the vessel craft container liftvan or land conveyance to carry the Subject Matter Insured to destination.

Wherever the words "ship, vessel or (un)seaworthiness" appear in this insurance and any endorsements hereto, they are deemed to include the words "aircraft and (un)seaworthiness" as appropriate.