



We thank you for choosing Global Yacht Cover for your insurance requirements.

This Policy together with the *Proposal Form, Certificate* and any applicable endorsements form an integral part of the policy and are a legally binding contract between *You* and *Insurers*. These documents need to be examined thoroughly to ensure they are accurate and meet with *Your* requirements. If for any reason they do not, *You* must contact *Your* insurance adviser without delay.

The Information which *You* provided to the *Insurer* has been taken into account in the assessment and acceptance of this insurance. Any subsequent changes to this information must be notified to the *insurer* as soon as possible. Failure to do so may invalidate the policy or result in certain cover not operating fully.

Data Protection

In order to consider *Your* request for Insurance it is necessary for *Your* personal data to be held on *Insurers* central database. Under the Data Protection Act 2018 *Your* consent is required to hold this information, so if *You* have any objections please contact *Your* insurance adviser immediately. This information may be shared with other insurers or authorities in respect of underwriting or claim purposes relating to *Your* insurance with *Insurers*. *Your* personal data will not be used for any other purpose.

Facts Omitted and Misrepresented –

This policy or any subsequent renewal will be deemed null and void if *You* or anyone acting on *Your* behalf have obtained cover through the omission or inaccuracy of any response provided in the *Proposal Form*. In the event that *Insurers* void the policy a refund of premium may not be made.

Complaints Procedure:

Insurers aim to provide a high standard of service at all times but if *You* are not satisfied with the service provided please write, in the first instance, to *Your* insurance adviser as named on the *Certificate* and then in the event that *You* remain dissatisfied, to Global Yacht Cover as below:

The Complaints Director
Alwen Hough Johnson Limited
2 Minster Court
Mincing Lane
London EC3R 7BB

and/or

Complaints / Beschwerden
Great Lakes Insurance SE
Königinstraße 107
80802 München
Germany
Telephone: +49 (0)89 244455270
Email: contact_greatlakes@munichre.com

In the event that *You* are still dissatisfied with the handling of the complaint it may be possible for the matter to be referred to the Financial Ombudsman Service at:

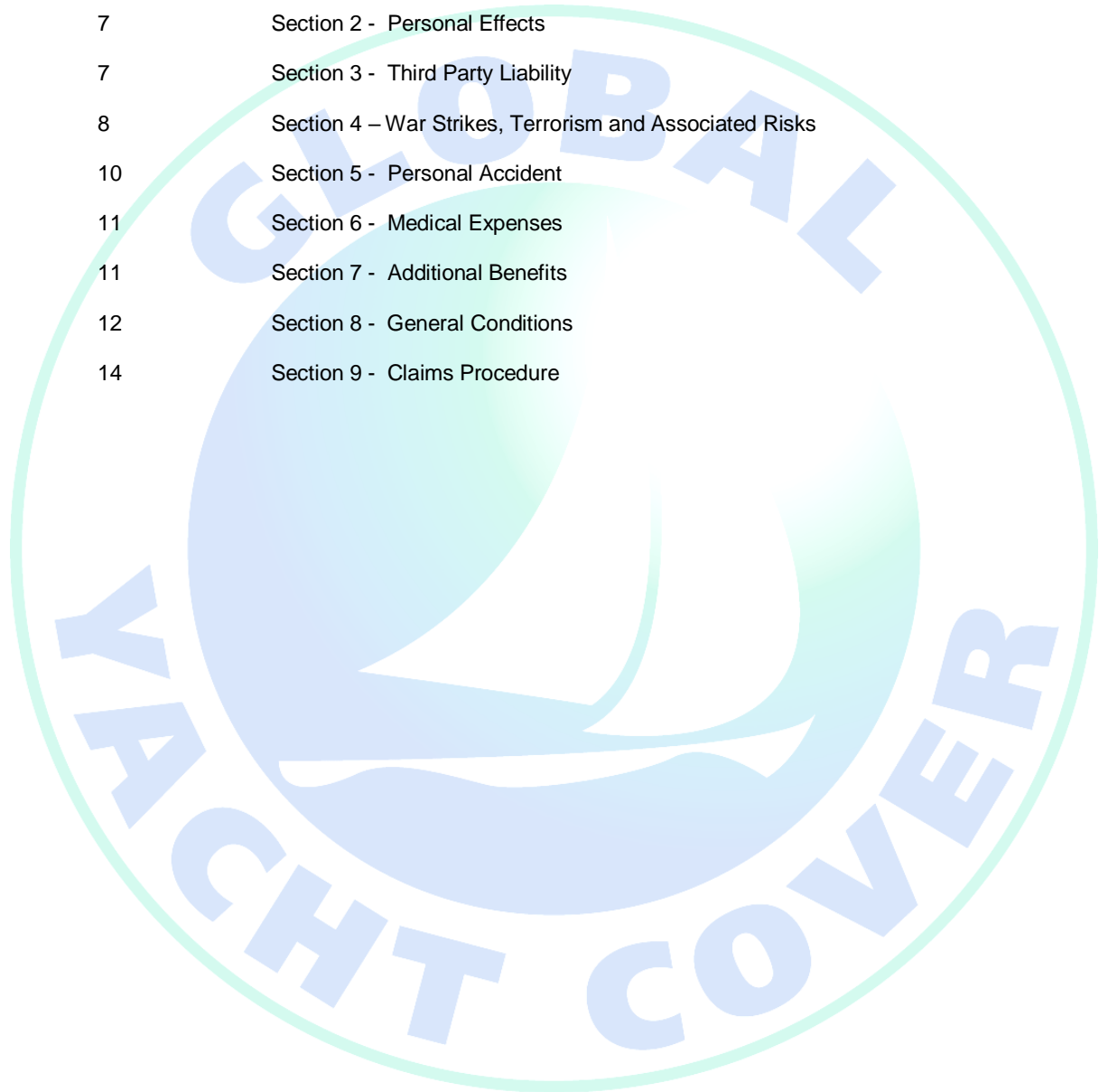
Financial Ombudsman Service
Exchange Tower
Harbour Exchange
London E14 9SR

Global Yacht Cover is a trading name of Alwen Hough Johnson Limited which is a Lloyd's Broker Authorised and regulated by the Financial Conduct Authority. Registration 308774. Registered office as above, in England Number 1195076 – VAT no 244 6704 60
www.globalyachtcover.london

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Definitions

Words in the masculine include the feminine and vice versa. Words in the singular include the plural and vice versa.

Agreed Value

This is the amount shown on the *Certificate* which must represent the true market value of *The Vessel* at date of policy inception, as declared by *You* and agreed by, *You* and *Your Insurers*

Certificate

The document issued by *Insurers* that details the terms of cover and all policy limitations and exclusions

Condition(s) Precedent to Liability.

A provision of this insurance that *You* need to meet as *Your* part of this contract. If *You* do not meet these conditions, *Insurers* may either suspend the contract until the provision(s) have been met, or *Insurers* may need to reject a claim payment or a claim payment could be reduced. In some circumstances *Your* policy may not be valid.

Constructive Total Loss

When *The Vessel* is damaged to such an extent that the cost of recovery or repair will exceed the sum insured

Due Diligence

The duty of care expected from and ordinarily exercised by a prudent owner

Gradual Deterioration

The progressive degradation of *The Vessel* caused by wear and tear, including but not limited to rust, rot, corrosion and weathering

Inherent Vice

A natural characteristic of an item or property which of itself is the cause of or contributes to its deterioration, damage, failure or wastage without the intervention of an external fortuitous cause

Injury

Means the sudden and accidental physical injury and any directly attributable non-physical injury but, not including sickness, disease or medical condition

Insured

The person, or legal entity shown on the *Certificate* who has a financial interest in *The Vessel*. Hereinafter referred to as *You, Your, Yours*

Insurers

Global Yacht Cover underwriting on behalf of ERGO Versicherung AG

Latent Defect

A hidden flaw or weakness to *The Vessel*, that is not apparent or discoverable by routine inspection and the failure of which has not been the result of wear and tear *Gradual Deterioration* and or a lack of maintenance

Loss of Limb

Physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and permanent loss of the use of the hand, arm or leg

Machinery

Including, but not limited to, *The Vessel's* main or auxiliary engine, outboard motor and generator together with all associated electrical parts and equipment, batteries, fittings, pipes, cables, shafts, air-con, gearbox, boilers, exhaust and propellers

Navigation Limits

The geographical area, as defined on the *Certificate* within which we have agreed to insure *The Vessel*

Permanent Total Disablement

Disablement which lasts for 52 weeks and which prevents *You* from engaging or returning to the or any similar, pre-accident employment subject to an evaluation by a medical practitioner agreed by *Insurers*

Personal Effects

Items of a personal nature, that *You* own and which would not normally be sold with *The Vessel* but are taken onboard for personal use or for the use in connection with *The Vessel*, including, but not limited to, binoculars, cameras, clothing, bicycles and personal computers.

Proposal Form

The form, which *You* have completed and signed or *Your* representative or insurance adviser has completed and signed on *Your* behalf. Failure to respond accurately and completely to the questions asked may invalidate *Your* insurance

Seaworthy Condition/Seaworthiness

Fit to encounter the ordinary perils of the sea, river, lakes or other navigable waters, adequately crewed and sufficiently equipped, fuelled, provisioned and with all equipment in proper working order. Seaworthiness applies not only to the physical conditions of the hull but to all its parts, gear and equipment

Total Loss

When *The Vessel* is totally lost, destroyed, stolen or *You* are irretrievably deprived of its use

The Vessel

As named on the *Certificate* including her hull, machinery, gear, fitted equipment and any tender declared on the *Proposal Form*, including navigation aids, tools and spares that would normally be sold with *The Vessel*

Underwater Gear

Rudder, strut, shaft, propeller, out-drives and jet drives

Warranty

An undertaking given by *You* to *Insurers*, or imposed by *Insurers*, requiring that a particular thing shall, or shall not be done, or whereby *You* affirm or deny the existence of particular state of facts or circumstances. A warranty must be complied with and if not *Insurers* may void the policy and be discharged from all liability under the policy from the time of the breach with no return of premium

You/ Your/ Yours

The person(s) named on the *Certificate* to whom we have agreed to provide cover or other permitted user in charge of *The Vessel* with your permission



Section 1 - Physical Loss or Damage

Subject to the terms and conditions of this policy, and to any endorsements, *Insurers* will cover *The Vessel* within the *Navigation Limit* whilst ashore and afloat, including whilst hauling and launching for private pleasure purposes, unless otherwise shown on the *Certificate*, against *Total Loss*, *Constructive Total Loss*, other loss or damage caused by an accidental fortuity, theft/ attempted theft, vandalism, and malicious and/or negligent acts by a third party, provided that the loss occurs during the period of this insurance.

The deductible shown on the *Certificate* will be applied in respect of each and every loss, other than following *Total Loss* of *The Vessel* when the amount will be paid in full unless specifically stated on the *Certificate*

Exclusions relating to Section 1

Insurers have no liability under this section, arising from: -

- 1.1 the failure to maintain *The Vessel* in a *Seaworthy Condition*
- 1.2 the wilful misconduct or act of recklessness by *You*
- 1.3 the operation of *The Vessel* by *You* whilst under the influence of alcohol or drugs other than prescribed drugs taken for a medical condition
- 1.4 the cost of replacing any part of *The Vessel* which is found to have a *Latent Defect*
- 1.5 fault or error in design or construction and any expense incurred in redesigning or reconstruction
- 1.6 a) theft or unauthorised removal by *You* or any permitted user
b) theft of the outboard motor unless secured to *The Vessel* by an anti-theft device, specifically designed, marketed and sold as such, in addition to its normal method of attachment or following forcible entry into a locked compartment or locked place of storage
c) theft of gear and equipment unless following forcible removal from *The Vessel* (provided securely fixed to *The Vessel*) or locked place of storage or following theft of the entire *Vessel*
d) theft of the trailer, and *The Vessel* whilst on the trailer unless the trailer is fitted with a wheel-clamp or is stolen from a locked building
- 1.7 any loss or damage arising directly from unrepaired damage, temporary repairs unless required to prevent or minimize a loss, or defective workmanship by anyone contracted to *The Vessel* to carry out repairs alterations modifications or maintenance work
- 1.8 the loss of value, rating or warranty coverage following repair to *The Vessel*
- 1.9 the costs of repairs or replacement to *Machinery* unless it has been maintained in accordance with the manufacturer's recommendation and in the event of freezing that the correct winterization process has been carried out by a qualified mechanic.
- 1.10. the cost of altering or replacing any part that is undamaged in order to match the part replaced or repaired
- 1.11 the mooring or any part thereof with the exception of warps, lines, anchor and anchor chain which are carried onboard
- 1.12 sails, protective covers and canopies split by the wind, unless the spars they are attached to are damaged at the same time
- 1.13 mast, spars, sails, standing and running rigging whilst racing or preparing to race and within the starting sequence of a race unless specifically agreed on the *Certificate*
- 1.14 detention, arrest, confiscation, impounding and/or requisition of *The Vessel* or such other similar eventuality.
- 1.15 any loss or damage directly or indirectly from wear, tear, *Gradual Deterioration*, *Inherent Vice*, corrosion, marine growth, vermin or mould

In respect of motorboats with a maximum designed speed in excess of 17 knots:

1.16 cover herein excludes all loss or damage to *Machinery* that is 7 years or older, from the date of manufacture, unless caused by fire, explosion, heavy weather, *The Vessel* sinking, stranding or in collision with any external substance other than water

1.17 it is *Warranted* that the engine compartment is fitted with an automatic fire extinguishing system which is properly installed and maintained in working order in accordance with manufacturers requirements

1.18 cover excludes all loss or damage to the *Underwater Gear* when *The Vessel* or *Tender* has an overall length of less than 8 meters or a maximum designed speed in excess of 40 knots

1.19 cover is excluded for *Vessels* less than 8 meters in length and RIBs (Rigid Inflatable Boat) of any length being stolen, swamped, stranded, sinking, or breaking adrift whilst left unattended on an exposed mooring or anchorage

1.20 cover excludes all loss or damage arising from racing, speed test or time trial.

Section 2 - Personal Effects

Subject to the terms and conditions of this policy, this insurance covers *Personal Effects* belonging to *You* and *Your* family against loss, damage, theft or vandalism whilst onboard *The Vessel* and during transit to and from *Your* place of residence to *The Vessel*. Unless a higher amount is shown on the *Certificate* this insurance automatically covers *Personal Effects* to the value of GBP 2,500 or 2% of the *Agreed Value*, whichever the lesser. The maximum value any one item under this section is GBP 500 unless specifically declared to, and agreed by *Insurers*.

2.1 subject to the provision of supporting evidence, as to ownership or purchase, cover in respect of devices such as, laptop computers, tablets and PC's as specified in the *Personal Effects* shown on the *Certificate* are limited to theft only following forcible entry into a locked cabin or place of storage or following *Total Loss* of *The Vessel*.

2.2 a new for old deduction will be applied in respect of laptop computers, tablets and PCs as follows:

- a) within 12 months of its manufacture date – 0% deduction on any claim
- b) from 12 to 24 months of its manufacture date – 10% deduction of any claim
- c) from 24 to 36 months of its manufacture date - 20% deduction of any claim
- d) 36 months after its manufacture date – 100% deduction, i.e. no claim paid.

2.3 the *Personal Effects* deductible shown on the *Certificate* will be applied in respect of each and every loss

2.4 if at the time of loss, the value of all *Personal Effects* exceeds the amount shown on the certificate the amount that may be claimed shall be reduced proportionately

Exclusions relating to Section 2

Insurers herein have no liability under this section in respect of the following:

2.5 we do not cover the loss or damage to mobile phones, smart phones, jewellery, watches, Unmanned Aerial Vehicles (Drones) and their cameras, consumable stores, documents, passports, cash, currency or collectable items such as coins and stamps.

2.6 mysterious disappearance, wear and tear, atmospheric conditions, vermin, mould or marine growth

2.7 theft by *You* or any permitted user

2.8 loss or damage to any diving equipment, unless as a result of *Total Loss* of *The Vessel* or theft following forcible entry into a locked compartment onboard *The Vessel*.

Section 3 - Third Party Liability

Subject to the terms and conditions of this policy, and to any endorsements, *Insurers* will indemnify *You* against claims relating to *Your* interest in *The Vessel*, arising from *Your* legal liability up to the amount shown on the *Certificate* any one accident or series of accidents arising from the same event for:

3.1 death or *Injury* to any person

3.2 loss of or damage to property not belonging to *You*

3.3 any action taken by *You* in an attempt to avoid or reduce *Your* liability

3.4 attempted or actual raising, removal and destruction of the wreck of *The Vessel*

3.5 clean-up costs legally imposed on *You* following the sudden and accidental discharge, spillage or escape of oil, fuel, waste material, chemicals or other pollutants from *The Vessel* up to a limit of GBP 500,000 or equivalent in any other currency

In addition to any claim for which coverage is provided under this section and with prior written consent and agreement *Insurers* will pay:

3.6 the reasonable expenses incurred by *You* in relation to coroner's inquests and other official enquiries

3.7 the legal costs incurred in defending or pursuing any action following an event covered under this policy whether or not such action results in court proceedings

Exclusions relating to Section 3

Insurers have no liability in respect of the following:

3.8 any form of illness, *Injury* or death to a person employed in any capacity by *You* in connection with *The Vessel*

3.9 accidents caused to or by any person from *The Vessel* engaged in any form of diving activities, until safely back on board *The Vessel*

3.10 accidents caused to or by water-skiers whilst being towed or preparing to be towed by *The Vessel*, unless the *Certificate* provides for such an extension, until safely back on board *The Vessel*

3.11 accidents caused to or by any person from *The Vessel*, engaged in water-sport activities including, but not limited to towing of bananas or rings, aquaplaning, kiting or any other airborne activities including whilst preparing to be towed, unless the *Certificate* provides for such an extension, until safely back on board *The Vessel*

3.12 punitive, exemplary damages, fines or penalties

3.13 any loss or damage to a third party caused during transit of *The Vessel* by road

3.14 any liability that has been admitted, without *Insurer's* consent

Section 4 - War, Strikes, Terrorism and Associated Risks

Subject to current Joint War Committee (JWC) Listed Areas, as may be in force from time to time (please contact *Your* insurance adviser for the latest version or alternatively use <https://www.lmalloyds.com/lma/jointwar> and subject to the exclusions indicated below, *Insurers* will insure *The Vessel* for the total sum insured indicated in the *Certificate* against physical loss or damage caused by the following:-

4.1 war, civil war, revolution, rebellion, insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power

4.2 capture, seizure, arrest, restraint or detainment and the consequences thereof or any attempt there at

4.3 derelict mines, torpedoes, bombs or other derelict weapons of war

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

4.5 any terrorist or any person acting from a political motive

4.6 piracy

4.7 confiscation or appropriation

Detainment - in the event that *The Vessel* shall have been the subject of capture, seizure, arrest, restraint, detainment, confiscation or expropriation and *You* have been deprived of the free use of *The Vessel* for a continuous period of 12 months and without the likelihood of recovery *Insurers* will pay the value as indicated in the *Certificate*.

Exclusions relating to Section 4

Insurers have no liability under this section for loss or damage arising from the following:-

4.8 detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter hereinafter called a nuclear weapon of war

4.9 outbreak of war between any two or more of the following countries: United Kingdom, United States of America, France, The Russian Federation, the People's Republic of China

4.10 requisition or pre-emption

4.11 capture, seizure, arrest, restraint, detention, confiscation or expropriation by or under the authority of the government or any public authority of the country in which *The Vessel* is owned or registered

4.12 arrest, restraint, detention, confiscation or expropriation under quarantine regulations or by reason of infringement of any customs or trading regulations

4.13 the operation of any ordinary judicial process, failure to provide security or to pay any fine or penalty or any financial cause

4.14 any claim for any sum recoverable under any other insurance on *The Vessel* or which would be recoverable under such insurance but for the existence of this policy

4.15 any claim or expense arising from delay

4.16 any claim arising from cyber-attack

Termination - Section 4 of the cover provided herein may be cancelled by either party by giving 7 days' notice of cancellation. The cancellation becomes effective at midnight on the seventh day from the date the cancellation notice was issued. Notice by either party should be by registered post to *Your* insurance advisor. *Insurers* however agree to reinstate Section 4 subject to prior agreement being reached as to the new rate of premium to be charged and conditions or *Warranties* to be applied.

Whether or not such notice of cancellation has been given, Section 4 will automatically terminate in the event of any of the following:-

4.17 hostile detonation of any nuclear weapon of war as defined in section 4.8 anywhere in the world

4.18 the outbreak of war between any two or more of the countries indicated in section 4.9

4.19 the requisition of *The Vessel* either for title or use

Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause (CL 370)

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:-

4.20 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

4.21 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

4.22 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

4.23 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

4.24 any chemical, biological, bio-chemical, or electromagnetic weapon

Marine Cyber Endorsement LMA5403

1 Subject only to paragraph 3 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.

2 Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.

3 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

Section 5 – Personal Accident

Subject to the terms and conditions of this policy whilst *The Vessel* is being used for private pleasure purposes, cover is extended to include *Injury* or death (as detailed in the Indemnity Schedule below) to *You* or any person on board *The Vessel* with *Your* permission including whilst embarking or disembarking.

In the event of a claim under Section 5 *Insurers* will only pay compensation of one single limit in respect of any one accident and may require the claimant, or the person on whose behalf the claim is being made, to agree to a medical examination by an appointed medical expert, at the reasonable cost to *Insurers*.

Indemnity Schedule

The limits any one occurrence for which *Insurers* will be liable under this section are as follows:

Death	GBP 25,000	Death if under 16 years of age	GBP 12,500
Permanent loss of a limb	GBP 10,000	Loss of multiple limbs	GBP 25,000
Total loss of sight in one eye	GBP 10,000	Total loss of sight in both eyes	GBP 25,000
<i>Permanent Total Disablement</i> after 52 weeks			GBP 25,000

Exclusions relating to Section 5

Insurers have no liability for:

- 5.1 any pre-existing illness, *Injury* or medical condition
- 5.2 pregnancy and complications arising out of
- 5.3 death or disablement arising 12 months from the date of the accident
- 5.4 any person aged 70 years or over at the time of the accident
- 5.5 an amount exceeding GBP 75,000 in the aggregate in any one period of insurance
- 5.6 *Injury* or death to any person under a contract of employment with *You*
- 5.7 any suicide, attempted suicide, wilful exposure to danger (unless if attempting to save human life) or deliberate self-injury
- 5.8 *Injury* or death to *You* whilst under the influence of alcohol, or drugs, other than prescription drugs taken for a medical condition.
- 5.9 a claim against *You* covered elsewhere in the policy

Section 6 - Medical Expenses

Subject to the terms and conditions of this policy, whilst *The Vessel* is being used for private pleasure purposes, cover is extended to include the cost of medical, surgical, ambulance, hospital or other professional medical services, up to a limit of GBP 1,000, or currency equivalent, where such expenses are incurred following injury during the period of this insurance to *You* or to any person onboard *The Vessel* with *Your* permission including whilst embarking or disembarking.

Exclusions relating to Section 6

Insurers have no liability for:

- 6.1 any pre-existing illness, injury or medical condition
- 6.2 pregnancy and complications arising out of
- 6.3 any person under a contract of employment with *You*
- 6.4 any suicide, attempted suicide wilful exposure to danger (unless if attempting to save human life) or deliberate self-injury
- 6.5 any person whilst under the influence of alcohol or drugs other than prescription drugs taken for a medical condition

Section 7 - Additional Benefits

7.1 Accommodation and repatriation expenses

Insurers will pay up to GBP 1,000, or currency equivalent, towards accommodation and repatriation costs incurred by *You* following an event covered under this policy if *The Vessel* is deemed uninhabitable whilst *You* are outside *Your* country of domicile and *The Vessel's* home port, as declared on the *Proposal Form*

7.2 Bottom inspection following grounding

Subject to prior agreement, *Insurers* will pay the reasonable costs to inspect the bottom of *The Vessel* following a grounding incident even if no damage is found and without application of the policy deductible

7.3 Continuation of coverage

If *The Vessel* is at sea or at a place of refuge at the time this insurance expires, *Insurers* will automatically continue cover. Upon arrival at the next port of call *You* must notify *Insurers* and make any necessary premium payments without any undue delay.

7.4 Minimising a loss

In circumstances which are likely to cause physical loss or damage to *The Vessel* or otherwise result in a claim under this policy it is *Your* duty to take such measures as may be reasonable to avert or minimize such loss. Subject to the application of the deductible *Insurers* will reimburse the reasonable expense incurred in taking such action up to the sum insured on the *Certificate*

7.5 Pollution

If *The Vessel* is damaged by an event covered under Section 1 of this policy and subsequently becomes a pollution hazard, *Insurers* will pay for loss or damage to *The Vessel* directly caused by any Governmental Authority acting to prevent or minimize such pollution hazard.

7.6 Refit and repair

With prior notice Section 1 is extended to include cover whilst under refit, repair or general maintenance work which requires hot work subject to:

- 1 full details of the work carried out
- 2 a competent and authorized person is used for all hot work and the standard operating procedures are complied with
- 3 no waiver of recourse being signed or agreed with the yard or any sub-contractors

7.7 Salvage

This policy covers salvage charges reasonably incurred in averting or minimizing a loss recoverable under Section 1. It is a condition of this insurance that *You* shall not agree to compensation relating to salvage services without *Insurers* prior consent. It is, however, agreed that *You* are permitted to take the necessary and reasonable actions to preserve the property covered under this insurance

7.8 Singlehanded sailing

This policy covers *You* for singlehanded sailing for a maximum of up to 24 hours in any 36 hour period provided *The Vessel* is set up and suitably equipped for such sailing and *You* have the appropriate experience

7.9 Transits

The Vessel is covered under Section 1 of this insurance whilst within the *Navigation Limit* for transit by road up to 100 miles provided *The Vessel* is carried on a suitable and roadworthy trailer and in accordance with all applicable laws and regulations. *The Vessel* is also covered for transit by a professional road haulier under a contract of carriage provided that *You* do not waive any rights of recovery against the haulier

Section 8 - General Conditions

These conditions apply to all sections of this policy;

8.1 New for old

A deduction of up to one third will be applied to the replacement cost of the sails, standing and running rigging, protective covers and outboard motor

8.2 Seaworthiness

It is a condition of this insurance that *You* will take all reasonable steps to maintain *The Vessel* in a *Seaworthy Condition* and *You* will take all reasonable steps to avert or minimize a loss. Insurance is not a maintenance policy and therefore it is your responsibility to maintain *The Vessel* accordingly. Failure to comply with this condition may prejudice a claim under the policy

8.3 Capture and seizure of persons

This policy excludes loss, damage, ransom, expense or any other liability whatsoever arising from or connected to the capture, seizure, arrest, restraint, detainment, hijack or kidnap of any person onboard

8.4 Sale or transfer of ownership

This insurance is a contract between *You* and the *Insurers* and is not assignable or transferable unless agreed in writing by *Insurers* prior to any assignment or transfer taking place. If *The Vessel* is sold or transferred to new ownership, unless agreed by *Insurers*, this insurance is cancelled from the time of sale or transfer

8.5 Return of premium

If *The Vessel* is sold or transferred to new ownership, this policy shall be automatically cancelled from the time of sale or transfer and a daily pro-rata return of premium will be paid, subject to *Insurers* retaining any minimum premium as detailed on the *Certificate*. Where an additional premium has been charged for a specific voyage or event or to include cover for racing risks, such premium shall be deemed earned in full.

In the event of a claim being paid under this policy, no return premium will be made in respect of the unexpired period.

In the case of an extension to this policy which has not taken place the return premium for the extension will not be reimbursed unless *Insurers* are advised of the non-occurrence of the event within 7 days of its intended commencement.

8.6 Policy cancellation

If *You* decide not to proceed with this insurance *You* have the statutory right, in the United Kingdom to cancel the policy within 14 days from the date *You* receive the policy documentation and unless otherwise detailed on the *Certificate* the pro-rata time on risk premium will be charged. Beyond this 14 day period this insurance may be cancelled by either party at any time by giving 30 days written notice. If *You* do wish to cancel the policy *You* should notify *Your* insurance advisor in writing and a pro-rata refund of premium will be made, subject to *Insurers* retaining any minimum premium as detailed on the *Certificate*.

8.7 Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America. Such trade or economic sanctions, laws or regulations of the United Kingdom or United States of America can only be applied, if they do not contravene the laws or regulations of the European Union or Germany.

8.8 Contracts (Rights of Third Parties) Act 1999 Exclusion Clause

Neither this policy nor any document issued pursuant to this policy shall confer any benefits on any third parties. No third party may enforce any term of this policy or of any provision contained in any document issued under this policy. The Contracts (Rights of Third Parties) Act 1999 is hereby expressly excluded from this policy, including the Schedule or any other document issued pursuant thereto

This clause shall not affect the rights of the Assured (as assignee or otherwise) or the rights of any loss payee.
JH 2000/007 13 June 2000

8.9 LSW 1001 Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligation

8.10 Governing Law

Unless *Insurers* have agreed otherwise and the *Certificate* specifically shows such agreement, this insurance is governed and construed in accordance with the Laws of England and Wales.

8.11 Jurisdiction

Where *You* are domiciled in a Member State or in Gibraltar then, in the event of a dispute between *You* and *Insurers*, *You* must bring proceedings against the *Insurers*: -

In the courts of England and Wales OR

in the courts for the Member State where *You* are domiciled, or in Gibraltar if *You* are domiciled there OR

in respect of liability cover provided under this insurance either:

(a) in the courts for the place where the harmful event giving rise to the claim against *You* occurred

b) in the courts in which the injured party has brought proceedings against *You*, if the law of those courts permits the *Insurers* to be joined in such proceedings, and

Insurers may bring proceedings against *You* only in the courts of the Member State in which *You* are domiciled, or in Gibraltar if *You* are domiciled there.

Where *You* are domiciled other than in a Member State or in Gibraltar, in the event of a dispute between *You* and the *Insurers*, both parties may bring proceedings only in the Courts of England and Wales which shall have exclusive jurisdiction to determine any such dispute.

A Member State shall be a state of the EU bound by the provisions of Council Regulation EC No 44/2001, namely Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, or the United Kingdom.

8.12 Communicable Disease Exclusion

1. Notwithstanding any provision to the contrary within this insurance, this insurance does not insure any loss, damage, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

2.3. the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

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8.13 Pure Data Exclusion Clause

It is agreed and understood that any kind of electronic data including programs and software shall not be considered as insured property and therefore pure data losses (i.e. any damaged or lost data without any physical damage to the hardware where the damaged or lost data have been stored) shall not be covered under this insurance

Section 9 - Claims Procedures

In the event of any occurrence which may give rise to a claim under this Policy, notice must be given to *Insurers* in writing using the attached Preliminary Claim Notification or on a similar format via *Your* insurance advisor.

You must also obtain and submit a written repair estimate for the damage sustained. If requested an alternative repair estimates must be obtained. This information will enable *Insurers* to make an initial evaluation on policy liability and coverage however additional information may be requested depending upon circumstances. A claim form will be required from *You* as soon as is practicable, and it may also be necessary to appoint a surveyor or loss adjuster to discuss the circumstances of the claim, inspect the damage or to undertake further investigations.

All damaged parts should be retained for inspection. *You* must obtain *Insurers* written consent prior to selecting and authorising repairs

In the event of a claim being made against *You* by a third party, as soon as is practicable all claim letters, summonses, writs or documents which are received from a third party, need to be given to *Insurers* unanswered, and *You* must provide any assistance and information as reasonably required

No liability of any sort should be admitted, and no undertaking given, nor should any offer, promise or payment be made, or legal expenses incurred by *You* or any person onboard, without *Insurers* prior approval

In the event of any claim arising under this policy which is also recoverable under another policy *Insurers* shall only be liable for their rate-able proportion of the claim

