



# Yacht P&I

Version 1/2021





## EMERGENCY CONTACT DETAILS

ROTTERDAM OFFICE, THE NETHERLANDS

### **MS Amlin Marine N.V.**

Telephone +31 10 7995 800  
Fax +31 10 2121 918  
E-mail [pandiclaims@msamlin.com](mailto:pandiclaims@msamlin.com)

After office hours Please dial +31 6 53 90 27 78  
From a menu you can choose to whom you wish to speak.  
Press 1 (one) for the claims duty officer.

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PARIS OFFICE, FRANCE

### **MS Amlin Marine N.V.**

Succursale en France

Telephone +33 1 44 39 1000  
Fax +33 1 42 22 2534  
E-mail [pandiparis@msamlin.com](mailto:pandiparis@msamlin.com)

After office hours Please dial +33 1 44 39 10 00  
From a menu you can choose to whom you wish to speak.  
Press 1 (one) for the claims duty officer.

---

SINGAPORE OFFICE, SINGAPORE

### **MS Amlin Asia Pacific Pte Ltd**

Telephone +65 6593 6008 / +65 6593 6002 / +65 6593 6593  
Fax +65 6593 6000 / +65 6593 6001  
E-mail [pandiasia@msamlin.com](mailto:pandiasia@msamlin.com)

After office hours +65 9736 9306 / +65 9619 7901  
(Mobile numbers)

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Data Protection Officer  
MS Amlin  
The Leadenhall Building  
122 Leadenhall Street  
London  
EC3V 4AG



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## PART 1

### PROTECTION & INDEMNITY (CLASS 1)

The Company shall indemnify the Assured against the legal liabilities, costs and expenses which are incurred in respect of and in connection with the Assured's ownership and the operation of the Yacht, arising from Events occurring during the Period of Insurance, as set out below.

The cover under this insurance is extended to cover the legal liability of the Assured in respect of the Yacht's Crew for claims made against them as a result of carrying out their professional duties onboard of the Yacht or in respect of duties carried out ashore in respect of the Yacht as well as the Yacht's Guests for claims made against them arising directly from their use of the Yacht or her equipment.

If the Assured is acting as Charterer of the Yacht, cover is only in place if the Yacht is chartered on standard MYBA charter party terms provided that such contract is not amended in any manner which increases the Assured's liability. Any other type of Charter Party shall be prior agreed by the Company and endorsed hereto.

The Yacht's Charterers are covered for claims arising directly from their charter and use of the Yacht and her equipment provided that the Yacht is under control and command of the Assured's qualified captain and Crew, if applicable, during the charter.

#### Section 1

##### **Injury, illness or death, medical and funeral expenses and repatriation costs**

Loss of life, illness, or bodily injury and payments made on account of life salvage of Crew, Day Workers, Guests or any Third Party as well as necessary and reasonable hospital and medical expenses including ancillary expenses in relation to any loss of life, illness or bodily injury, funeral arrangements, repatriation of an injured person (or a deceased's remains) incurred in respect of:

- 1.1 Any person onboard the Yacht and any Crew only to the extent that these costs exceed the amount that may be recoverable under the separate Crew cover, if any, that has been afforded by insurances effected by or on behalf of the Assured with other insurers.
- 1.2 Any person who is on a vessel which is in collision with the Yacht or who is injured by the Yacht or on any property or object damaged by the Yacht.

#### Section 2

##### **Crew**

- 2.1 Costs of repatriation incurred under contract of service or employment or under statutory obligation, including the Maritime Labour Convention 2006 or equivalent domestic legislation by a State Party to the Convention.
- 2.2 Loss of or damage to Personal Effects belonging to a member of the Crew on board of the Yacht during her operation.
- 2.3 Expenses necessarily incurred in sending a substitute or in securing or engaging and subsequently repatriating a substitute to replace a member of the Crew, who shall have died or been left behind in consequence of illness, injury, desertion or any other cause, where such expenses could not be reasonably avoided. Wages shall only be recoverable as part of the said expenses when payable to a substitute engaged abroad while awaiting or during repatriation.
- 2.4 Compensation for loss of employment to serving Crew members as a result of being signed off due to a major casualty to the Yacht which renders the vessel unseaworthy and necessitates the signing off of the Crew.

#### Section 3

##### **Guests**

Loss of or damage to Personal Effects belonging to a Guest whilst on board of the Yacht.



**Section 4**

**Diversion Expenses**

Liability to pay the costs of port charges, bunkers, insurance, stores, provisions and Crew wages, but excluding loss of profit, hire, freight or otherwise incurred by the Assured in deviating the Yacht to land or to obtain medical attention for a sick or injured member of the Crew and/or any person onboard the Yacht or for landing or dealing with stowaways, refugees or persons saved at sea.

**Section 5**

**Stowaways, refugees or persons saved at sea**

Costs and expenses other than costs of diversion of the Yacht necessarily incurred by the Assured in meeting its legal obligations in respect of stowaways, refugees or persons saved.

**Section 6**

**Contracts and indemnities**

The Assured is insured for any contractual indemnity which would be recoverable under this insurance had it not arisen solely by reason of liability under a contract and which arises solely by reason of one of the following written contracts entered into by the Assured or by the captain of the Yacht on the Assured's behalf in connection with the operation of the Yacht:

- 6.1 The following standard form contracts: the MYBA Charter Agreement (revised 2009); Towcon or Towhire, provided that such contract is not amended in any manner which increases the Assured's liability;
- 6.2 an MLC compliant Seafarer's Employment Agreement ("SEA") no wider than the provisions of the Standard Cayman Islands Seafarer Employment Agreement (Revision Date: 27/03/2013) unless otherwise agreed;
- 6.3 a contract which the Assured is required to accept under a shipyard's, port's, marina's, club's or supplier's standard terms of business, provided that such contract is not amended in any manner which increases the Assured's liability; or
- 6.4 terms of any contract or indemnity made or given by the Assured in respect of facilities or services rendered or to be rendered to the Yacht during her operation, but only if and to the extent that the terms have been agreed and cover for the liability has been agreed in writing between the Assured and the Company.

Provided always that the maximum liability of the Company for all liability, loss, costs and expenses arising from any one Event of series of Events shall be USD 5,000,000.00 any one accident or Occurrence, combined single limit, unless otherwise agreed.

**Section 7**

**Property**

- 7.1 Liability to pay compensation or damages for any loss of or damage to any vessel, property whether on land or water and whether fixed or moveable, incurred during the Operation of the Yacht.
- 7.2 Loss suffered by the Assured as a result of the loss of or damage to his own property, to the extent that the Company would have been obliged to indemnify the Assured in respect of liability had the property been owned by a Third Party.
- 7.3 If a claim arises under this section in respect of a collision involving two vessels belonging wholly or partly to the same owner, the Assured shall be entitled to recover from the Company, and the Company shall have the same rights, as if the vessels had belonged to different owners.
- 7.4 Exclusions and Limitations
  - 7.4.1 Loss of or damage to the Yacht, her equipment, stores, bunkers or supplies;
  - 7.4.2 liability or loss recoverable under any other insurances.

**Section 8**

**Wreck removal**

- 8.1 Liability for the costs and expenses of raising, removing, destroying, lighting or marking the wreck of the Yacht or its equipment, whether under an obligation by law or voluntarily. Voluntary wreck removal is covered from mooring or anchor locations owned, leased or occupied by the Assured.



- 8.2 Exclusions and Limitations
- 8.2.1 In respect of a recovery from the Company under this section the value of the wreck and anything else salvaged shall be deducted and set off against the recoverable costs and expenses;
- 8.2.2 the Assured shall not have transferred its interest in the wreck prior to the raising, removal, destruction, lighting or marking of the wreck or prior to the incident giving rise to liability, save by abandonment with the Company's approval in writing;
- 8.2.3 excluding liabilities, costs or expenses recoverable under the Yacht's Hull, Increased Value or War Risks policies.

### Section 9

#### Obstruction

When the Yacht is causing an obstruction as a result of a casualty the Assured is covered for Third Party liabilities in respect of their interest in marinas, harbours, shipyards, wharves, canals or similar structures or vessels.

### Section 10

#### Quarantine expenses

Liability to pay damages or compensation and/or additional expenses incurred by the Assured as a direct consequence of an outbreak of a contagious or infectious disease on the Yacht during her Operation, including quarantine and disinfection expenses and the net loss to the Assured in respect of bunkers, insurance, wages, stores, provisions and port charges.

### Section 11

#### Towage

- 11.1 Towage of the Yacht
- 11.1.1 Liability under the terms of a contract for the customary towage of the Yacht for the purpose of entering or leaving a port or maneuvering within the port during the ordinary course of sailing.
- 11.1.2 Liability in the ordinary course of trading if the Yacht is habitually towed from port to port or from place to place.
- 11.1.3 Liability under the terms of a contract for towage of the Yacht, other than customary towage, provided that the tow is being conducted in accordance with a written agreement on standard unamended Towcon or Towhire BIMCO forms, or any other standard form towage contract which affords the Assured the equivalent or better protection than the standard forms referred to above, or in accordance with an agreement that has been agreed by the Company in writing.
- 11.2 Towage by the Yacht
- 11.2.1 Liability arising from the towage of another ship or object is only recoverable from the Company, if agreed by the Company in writing.
- 11.2.2 Liability arising from the towage of the Yacht's Tender(s) and Toy(s) provided that the equipment used for the towing is appropriate for the weight of the tender or toy being towed in the prevailing conditions.

### Section 12

#### Pollution risks

- 12.1 The liabilities, losses, damages, costs and expenses set out below under (a) to (d) when and to the extent that they are caused by or incurred in consequence of the accidental or threatened accidental discharge or escape from the Yacht, of oil or any other substance incurred during her operation:
- a. Liability for loss, damage or contamination.
- b. The costs of any measures reasonably taken for the purpose of avoiding or minimizing pollution or any resulting loss or damage together with any liability for loss of or damage to property caused by measures so taken.
- c. The costs of any measures reasonably taken to prevent an imminent danger of the accidental discharge or escape from the Yacht of oil or any hazardous substance which may cause pollution.





- d. The costs or liabilities incurred as a result of compliance with any order or direction given by any government or authority for the purpose of preventing or reducing pollution or the risk of pollution, provided always that such costs or liabilities are not recoverable under any other insurance.
- 12.2 Exclusions and Limitations
- 12.2.1 Costs which are required as part of the normal operation of repair of the Yacht;
  - 12.2.2 pollution resulting from the presence in or the threatened escape or discharge from any land based dump, site, storage or disposal facility of any substance previously carried on the Yacht as fuel, stores, waste or otherwise;
  - 12.2.3 any Certificate of Insurance or confirmation of cover pursuant to this policy shall not be deemed to be evidence of financial responsibility under the Oil Pollution Act of 1990 or any similar federal or State law and may not be shown or tendered to the United States Coast Guard or any federal or State agency as evidence of insurance. The Company does not consent to be a guarantor.

### Section 13

#### Life salvage

Sums which are legally payable to third parties by reason of their having saved, or attempted to save, the life of any person on or from the Yacht, but only to the extent as such sums are not recoverable under the Hull policies or any other policies.

### Section 14

#### Salvage operations for saving life at sea

Extra Costs necessarily, reasonably and solely incurred for salvage operations conducted by the Yacht for the purpose of saving life at sea.

### Section 15

#### Uninsured boater wording

The Company will pay the medical costs and expenses incurred directly in respect of bodily injury sustained onboard the Yacht by the Assured, Crew or Guests which are caused by an uninsured or underinsured Third Party vessel and which the Assured is entitled to recover from the uninsured owner or operator of another Yacht to whom no liability policy applies or who cannot be identified (such as a hit and run operator), provided that such medical costs and expenses are not recoverable from the Yacht's Hull insurance or any other insurance.

### Section 16

#### Fines

Liability for fines imposed by any court, tribunal, or authority of competent jurisdiction upon the Assured or upon any person for whom the Assured is legally liable to reimburse for:

- a. In respect of accidental pollution by oil or other substance;
- b. breach of any immigration law or regulation;
- c. smuggling or any infringement of any customs law or customs regulation other than in relation to VAT, taxes and/or duties of any nature whatsoever;
- d. any act, neglect or default, other than those specified above, of any servant or agent of the Assured in the course of their duties in respect of the Insured Yacht.

### Section 17

#### Special compensation for salvors

Liability to pay special compensation to a salvor in respect of the Yacht under the provisions of Article 14 of the International Convention on Salvage 1989, or under a Lloyd's Open Form or salvage agreement, or any standard form of salvage agreement approved by the Company, or under the Special Compensation P&I Club's (SCOPIC) clause, except where excluded by the provisions of this insurance.

### Section 18

#### Piracy

Liabilities expressly covered under this insurance arising from acts of piracy against the Yacht, but excluding kidnap and ransom payments.

**Section 19****Watersports**

Liability to Crew, Guests or any other person arising from the operation of the Yacht's Tender(s), Toy(s) and diving equipment used in conjunction with the insured Yacht.

**Section 20****Helicopters and other airborne craft**

The Company agrees to extend the cover to include liabilities, costs and expenses arising from any aircraft whilst being based stationary and fully secured onboard or when being towed or during re-fueling, de-fueling and maintenance performed on board of the Insured Yacht.

Provided that:

- a. Recommendations and procedures contained in International Chamber of Shipping Report entitled "Guide to Helicopter/Ship Operations" complied with.
- b. It is a condition precedent hereunder that the Assured has in place an aviation insurance covering full liabilities which must be valid and maintained for the duration of this insurance. It is agreed and understood that the Company, subject to receipt of written proof, renounces all rights to subrogation against the insurers of helicopters or other airborne craft if the insurers of helicopters or other airborne craft renounce all rights to subrogation against the insurers of the vessel in the Event of damage to the vessel caused by the helicopter or damage to the helicopter caused by the vessel.
- c. This insurance shall not cover any liability for loss of or damage to any helicopter or airborne craft of any nature whatsoever owned or leased by the Assured.
- d. This insurance shall not cover any liability to and of the helicopter and any person whilst boarding, onboard or alighting the helicopter.

**Section 21****Tenders, Toys and diving equipment**

Including liabilities, losses, expenses or costs for any claim involving the Yacht's Tenders, Toys and diving equipment (or Submarine(s) provided there is cover under Section 30) provided they are being operated at the time of the Event by and/or under the control and/or instruction of a member of the Crew who is both adequately qualified (where it is a flag state requirement or legal requirement where the Yacht is situated to be so qualified) and is also adequately experienced in the operation of such Tender, Toy and/or diving equipment (or Submarine).

**Section 22****Pre-delivery Crew cover**

Where the Assured has entered into a written contract with:

- 22.1 A yard for the purchase of a new Yacht and stations Crew at the yard or the port where the Assured's Yacht is being constructed and/or completed prior to hand-over and delivery of the Yacht by the yard to the Assured; or
- 22.2 The Seller for the purchase of a second hand Yacht and stations Crew onboard the Yacht for the purpose of inspection, work, familiarization or hand-over;  
The Assured will be insured for liabilities, costs and expenses covered under this insurance for:
- 22.3 The actions or omissions of such Crew; and
- 22.4 claims brought against the Assured by such Crew provided that:
  - a. The Certificate of Insurance or an Endorsement specifies that the Assured is insured for pre-delivery Crew cover;
  - b. cover under this Section shall only cover such liabilities, costs and expenses insofar not covered under any other insurance; and
  - c. no claim for damage caused to the Yacht or any equipment allocated to the Yacht shall be recoverable under this insurance.



## Section 23

### **Handguns and shotguns**

Liability to a Third Party arisen from having handguns and shotguns onboard the Yacht provided that such handguns and shotguns are carried, stored and used in strict compliance with all applicable local and international laws and regulations.

## Section 24

### **Sue & labour and legal costs**

Costs, including legal costs, and expenses reasonably incurred by the Assured, on the Occurrence of an Event or matter liable to give rise to a claim, in avoiding or seeking to avoid or minimize any liability or expenditure or loss against which it is insured by the Company, provided that no such costs or expenses shall be recoverable unless either they have been incurred with the Company's prior agreement or the Company determines that such costs or expenses were reasonably incurred.

## Section 25

### **Enquiry expenses**

Expenses reasonably incurred at the discretion of the Company by the Assured in defending itself and/or protecting its interests before a formal enquiry into a casualty involving the Yacht during her Operation.

## Section 26

### **Risks incidental to shipowning**

The Company may cover, in its absolute discretion, the Assured's liabilities, losses or expenses to third parties, being parties other than the Assured, Joint (or Co-) Assured or Associated persons, which are incidental to the business of shipowning and which are not specified or expressly excluded in this Policy of Insurance, but only to such extent that the Company may decide on any request under this section in its sole discretion.



## PART 2

### LEGAL EXPENSES (CLASS 2)

This cover will provide reimbursement in relation to any legal or other costs incurred by the Assured as a result of pursuing or opposing claims, which arise out of the operation of the Insured Yacht.

The Company has the authority to exclude, limit or modify standard cover by special terms, following Assured's agreement these will then form part of the contract.

#### Section 27

##### Insurance cover

Any disputes arising in respect of the following will be covered, however any additional issue or matter in connection with the insured Yacht will be protected.

It is important to note that any claim under this section must have taken place after the Inception Date and the Company must be notified within the Period of Insurance.

- 27.1 Under any contract or charter agreement including:
- 27.1.1 Disputes over charter fees, amounts agreed as compensation for any breach of the terms of the contract, compensation payable to any Third Party for their lost time, any amount that has been deducted from monies due to the Assured, breakdown or disablement, description and performance of the insured Yacht, port safety and orders to the insured Yacht.
  - 27.1.2 Supplies to the insured Yacht.
  - 27.1.3 In connection with charges, disbursements and accounts received from agents, stevedores, customs, brokers, harbour authorities or others connected with the running, management and operation of the insured Yacht.
  - 27.1.4 Loss of, damage to or detention of the insured Yacht.
  - 27.1.5 Salvage or towage services rendered to the insured Yacht.
  - 27.1.6 In connection with the Assured's representation at official investigations or other inquiries in relation to the insured Yacht.
  - 27.1.7 Actions by, or against, Guests intended to be or being or having been carried on the insured Yacht.
  - 27.1.8 Actions by, or against, Crew members or their personal representatives, dependents or stowaways.
  - 27.1.9 Actions by, or on behalf of, a State or public body against the Assured or the insured Yacht, but not taxes or dues payable in countries where the insured Yacht is registered or where the owner is resident or has a permanent place of business.
  - 27.1.10 Amounts due from, or to, insurers other than the insurers named herein.
  - 27.1.11 Sale and purchase of the Yacht.
  - 27.1.12 Actions by, or against, builders and/or repairers of the insured Yacht.
- The Assured will be covered for reasonable and necessary legal costs and expenses arising from claims/disputes from the risks listed above. This will also include any costs and expenses, which the Assured may become liable to pay to another party. However, there are some exclusions and limitations that are detailed below.

#### Section 28

##### Exclusions and Limitations

- 28.1 There will be no recovery under the insurance, if:
- 28.1.1 The claim, liability or dispute would or could have been covered under the Assured's Protection & Indemnity cover.
  - 28.1.2 There is no reasonable relationship between the amount in dispute or the prospects of successfully obtaining payment and the costs, which are likely to be incurred.
  - 28.1.3 The claim is unreasonable or tainted with illegality or other inappropriate conduct.



- 28.2 Any recovery under this Class of Insurance shall be subject always to the following:
  - 28.2.1 The Company shall support the Assured in connection with any claim/dispute referred to in section 27 on such terms we deem appropriate. This includes but is not limited to a term that Assured's reimbursement shall be capped or the Assured shall not be reimbursed in respect of any specified amount or proportion of the costs and expenses incurred/to be incurred.
  - 28.2.2 The Company has the authority to discontinue its support in connection with any claim/dispute referred to in section 27, regardless of any previous decision made to support similar Occurrences.
  - 28.2.3 At any time it is possible that the Company may direct the Assured and relevant parties (appointed lawyers, surveyors or other persons) to take particular action and to continue or discontinue any legal proceedings.
  - 28.2.4 Failure to abide these actions makes the Assured ineligible for reimbursement in respect of any legal costs and expenses.
  - 28.2.5 The Company shall be entitled either directly on its own behalf or with the full cooperation of the Assured to take all such steps as it deems a appropriate to satisfy itself that the legal costs and expenses incurred in respect of this part 2 are reasonable. The Company shall have full authority and right to make enquiry of any appointed lawyers and to negotiate with them, to require a full schedule of costs and disbursements and to tax or assess the same as the Company in its sole discretion shall consider appropriate whether formally or otherwise and the Assured shall provide all consents as may be necessary in this regard.
  - 28.2.6 If the Assured is to settle or compromise a claim within this cover for legal costs the Company shall determine how much shall be attributable to costs.



## PART 3

### ADDITIONAL COVER AND EXTENSION CLAUSES

In addition to the risks covered under Part 1 of this policy wording, the Protection and Indemnity cover can be extended with the following optional clauses at terms and conditions to be approved and confirmed by the Company in writing prior to commencement of such risk.

#### Section 29

##### **War Risks P&I Cover**

Including War Risk P&I as per Shipowners' War Risk P&I policy wording version 2014, but excluding Iran.

#### Section 30

##### **Submarines**

Liabilities covered under this insurance incurred in respect of the Yacht's Submarine(s) provided that:

- 30.1 The Certificate of Insurance or an Endorsement specifies that the Assured is insured in respect of the Yacht's Submarine(s); and
- 30.2 the Yacht's Submarine(s) is/are constructed, surveyed, certified and operated in conformity with the applicable requirements, rules and regulations of the Yacht's Classification Society and Flag State.

#### Section 31

##### **Loss of Hire Indemnity Inclusion Clause**

It is noted and agreed that the Yacht is commercially used. The Company agrees to indemnify the Assured for loss of hire following a constructive or actual total loss of the Yacht or following machinery breakdown, not resulting from fair wear and tear or want of due diligence by the Assured, which prevents the Yacht completing its commercial operations partially or in full. An aggregate maximum limit per policy year, per vessel shall apply for any written charter agreements entered in at least 7 days prior to the covered loss that could not take place as a result of the covered loss. The limit will be stipulated in the Certificate of Insurance. When more than one vessel is insured under this policy the total recoverable amount under this clause shall never exceed the aggregate maximum limit mentioned in the Certificate of Insurance. The Company will cover the loss of hire in the amount provided in the written charter agreements on a per day basis up to a maximum of 60 days per Occurrence, where the aforementioned aggregate limit(s) shall never be exceeded. When calculating the recoverable loss of hire, time is calculated in days and hours. A Deductible will apply and shall be stated in the Certificate of Insurance. Loss of Hire indemnity is only payable after the Deductible period has elapsed. The Deductible period only starts counting after the Assured has notified the Company that the Yacht has become a constructive or actual total loss or has suffered a machinery breakdown. If the interruption occurs on several occasions, separate notice shall be given for each loss and a separate Deductible and incident limit will be applied with the understanding that amounts recoverable hereunder shall never exceed the aforementioned aggregate limit(s). There is no coverage under this policy for paid Crew unless so stated in the Certificate of Insurance. Such coverage for paid Crew shall be subject to all terms, conditions and notification provisions of the policy.

In order to extend the cover to include this section, the Company needs to be provided with a copy of the Hull and Machinery insurance loss record and a copy of the charter party showing the daily hire rate of the Yacht. Additional premium and additional terms and conditions may apply.

#### Section 32

##### **Personal Accident and Illness Cover for Yacht Crew**

Including Personal Accident and Illness Cover for Yacht Crew as per applicable Policy Wording, version 1/2014.



## PART 4

### EXCLUSIONS AND LIMITATIONS

#### Section 33

#### Exclusions and Limitations

- 33.1 The Assured shall not be entitled to recover under any part of this Insurance if or in case of:
- 33.1.1 The Assured has failed to exercise reasonable care in the chartering, ownership, operation or management of the Yacht.
  - 33.1.2 Any claim resulting from the Assured's deliberate breach of any contract, fraudulent act or willful misconduct.
  - 33.1.3 Bodily injury to or death of any person:
    - a. To or for whom benefits are payable under any Workmen's Compensation Workmen's Compensation or under the Federal Longshoremen's and Harbor Workers' Compensation Act;
    - b. who is a trespasser in or upon or boarding or leaving;
    - c. Who is an employee of the Assured while engaged in the employment of the Assured except those in domestic service for whom no benefits are payable or required to be provided under any Workmen's Compensation Law.
  - 33.1.4 Liability assumed by the Assured under any contract or agreement, unless approved by the Company and endorsed hereon and unless covered under Section 6.
  - 33.1.5 While the Yacht is being used for other than private pleasure purposes, unless approved by the Company and endorsed hereon.
  - 33.1.6 Death of the Assured or registered owner of the Yacht.
  - 33.1.7 Bodily injury to the Assured or registered owner of the Yacht, unless in excess of any other medical payments insurance collectible.
  - 33.1.8 Any claim related to Personal Effects of Crew, Guests or others consisting of cash, cheques, credit cards, precious or rare metals or stones, valuables or objects of a rare or precious nature.
  - 33.1.9 Claims resulting directly or indirectly from the Assured's failure to keep and/or operate the Yacht in compliance with the applicable requirements of her Flag State, Class (if the Yacht is classed with a Classification Society at the inception of this insurance), Certification (which is mandatory for the size, tonnage and operation of the Yacht) as well as all applicable requirements of the ISM and ISPS Codes, unless such failure was committed without the Assured's knowledge, consent or approval.
  - 33.1.10 Liabilities, costs, losses or expenses are caused by:
    - a. War, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, whether war is declared or not;
    - b. capture, seizure, arrest, restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt thereat, whether in time of peace or war and whether lawful or otherwise;
    - c. derelict mines, torpedoes, bombs or other derelict weapons of war;
    - d. any terrorist or politically motivated act.
  - 33.1.11 Loss, damage, liability or expenses directly or indirectly caused by or contributed to, by, or arising from:
    - a. Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
    - b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
    - c. any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.



- 33.1.12 Any physical damages, losses or Third Party claims caused by hostile use of weapons of war, including but not limited to the use of chemical, biological, or biochemical substances or electromagnetic waves as weapons, regardless of the cause of their use.
- 33.1.13 Unless prior approved by the Company and mentioned in the Certificate of Insurance or Endorsed hereto, this insurance excludes any physical damages, losses, or Third Party claims arising directly or indirectly, in whole or in part from an Occurrence during instruction, testing or participation for or in any race, speed contests, or pre-arranged handling and performance test. This exception does not apply to predicted log contests.
- 33.1.14 Coronavirus Limitation – [LMA 5395] (amended)
- 33.1.14.1 This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.
- 33.1.14.2 This insurance excludes coverage for:
- 33.1.14.2.1 subject only to section 33.1.14.3, any loss, damage, liability, cost, or expense directly arising from the transmission or alleged transmission of:
- a. Coronavirus disease (COVID-19);
  - b. Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2); or
  - c. any mutation or variation of SARS-CoV-2; or from any fear or threat of a), b) or c) above;
- 33.1.14.2.2 subject only to section 33.1.14.3, any liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for a), b) or c) above;
- 33.1.14.2.3 any liability for or loss, cost or expense arising out of any loss of revenue, loss of hire, business interruption, loss of market, delay or any indirect financial loss, howsoever described, as a result of any of a), b) or c) above or the fear or the threat thereof.
- 33.1.14.3 The exclusions under section 33.1.14.2.1 and 33.1.14.2.2 above, only apply to any loss, damage, liability, cost or expense of the Assured which exceed(s) USD 10 million per Event.
- 33.1.14.4 Section 33.1.14.3 does not apply to any loss, damage, liability, cost or expense of the Assured relating to Passengers and to Persons (other than Crew) on board of the Insured Vessel, unless otherwise agreed by the Company in writing.
- 33.1.14.5 All other terms, conditions and limitations of the insurance remain the same.

## Section 34

### Institute Cyber Attack Exclusion Clause

- 34.1 Subject only to Section 34.2 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 of inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.
- 34.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any other hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Section 34.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software program or any other electronic system in the launch and/or guidance system and/or firing mechanism or any weapon or missile.





**Section 35**

**Sanctions Limitation and Exclusion Clause**

There shall be no recovery in respect of any liabilities, costs or expenses where the provision of cover, the payment of any claim or the provision of any benefit in respect of those liabilities, costs and expenses would expose the Company to the risk of being or becoming subject to any sanction, prohibition or adverse in any form whatsoever by any state or international organization.

In the Event of the insured Yacht having been engaged or engaging in any activity whatsoever that may expose the Company to any sanction, prohibition, restriction, law or regulation in any form whatsoever by any state or international organization the Company shall be entitled to terminate the insurance with immediate effect. The Company shall inform the Assured accordingly in writing. Termination also applies to the rights of the mortgagee, but the Insurer shall immediately notify the mortgagee of the termination.

**Section 36**

**Total Asbestos Exclusion**

It is hereby understood and agreed that this contract shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.



## PART 5

### GENERAL TERMS AND CONDITIONS

#### Section 37

##### Insurance policy

This insurance policy is a legal contract between the named Assured (as set forth in the declarations) and the Company.

This policy provides the general terms and the conditions that are superseded by the terms and conditions mentioned in the Certificate of Insurance and any other amendments that modify the general terms and conditions or the terms and conditions in the Certificate of Insurance will be endorsed.

Insurance terms which are local practice can be incorporated and will be mentioned in the Certificate of Insurance.

The policy, Certificate of Insurance, Deductibles and any Endorsement form the entire insurance policy.

The Assureds' insurance coverage is subject to all the exclusions and conditions of the policy, the Certificate of Insurance and Endorsements and therefore all these documents must be reviewed in its entirety to determine the insured rights and obligations under this policy.

#### Section 38

##### Insured period

The insurance coverage will commence at 12:00 GMT mentioned as Period of Insurance on the Certificate of Insurance or as otherwise agreed and stipulated in the Certificate of Insurance.

The Company shall have the right not to renew or modify the policy conditions and premium upon every renewal of the policy. Any such changes will be advised to the named Assured in writing 30 days before the renewal date. If the vessel ownership is transferred, the policy automatically terminates on the date and time of transfer. The named Assured will immediately notify the Company of the actual date of transfer providing a copy of the contract of sale, so that any refund of premium can be calculated. If the named Assured dies or becomes bankrupt or insolvent during the insured period, the insurance policy remains in force until the end of the policy year. The policy is automatically terminated at the end of the policy year without further notice if the named Assured dies or becomes bankrupt or insolvent. The named Assureds estate or bankruptcy trustee shall not have greater rights than the named Assured.

#### Section 39

##### Continuation clause

If the vessel insured hereunder is at sea, at the expiration of this policy, the risk may be continued until the arrival of the vessel at her port of destination or her being moored therein twenty-four (24) hours in good safety, provided notice be given to the Company and additional premium paid as required.

#### Section 40

##### Notice of Cancellation and Return Premiums or Cancellation

This policy may be cancelled by the Assured by surrender thereof to the Company or their representative by mailing to the Company or their representative written notice stating when thereafter such cancellation shall be effective.

This policy may be cancelled by the Company or their representative by mailing to the Assured at the address shown in this policy or at last known address, written notice stating when not less than ten (10) days thereafter such cancellation shall be effective.

The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date of the cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Assured or by the Company or their representative shall be equivalent to mailing.

If the Company cancels, earned premium shall be computed pro-rata.



Premium adjustment may be made at the time cancellation is effected and, if not then made, shall be made as soon as practicable after cancellation becomes effective. The Company or their representative's check mailed or delivered as aforesaid shall be sufficient tender of any refund of premium due to the Assured.

There shall be no return of premium under any section of this policy if the insured Yacht is a total or constructive total loss by a peril insured against.

#### Section 41

##### **Deductible**

The Deductible(s) stated on the Certificate of Insurance will apply to every claim, except in the case of a total loss, constructive total loss, loss or damage due to fire or lightning, loss or damage to Personal Effects.

#### Section 42

##### **Increase of risk**

If the insured risk has been materially increased, the Company upon written notice to the named Assured may cancel the policy effective thirty (30) days after it has sent the notice.

#### Section 43

##### **Failure of the Assured to exercise due diligence**

If the Assured, by its own actions or the actions of the agents of the Assured, fails to exercise reasonable diligence in maintaining the Yacht and all other insured property, in good condition and repair, the Company may upon written notice to the named Assured, cancel the policy effective thirty (30) days after it has sent the notice.

#### Section 44

##### **Assured**

The Assured includes the named Assured on the Certificate of Insurance and co-insured persons.

Co-insured persons are the following:

- a. The beneficial owner and the owner of the vessel (if not the insured);
- b. skipper and Crew members, as well as any other person who is a Guest on board the vessel with the consent of the owner or named Assured;
- c. any person who, with the consent of the insured uses, in connection with the vessel, a tender, water toy or diving equipment belonging to the vessel;
- d. water skiers and para sailors towed by the vessel or its Tenders, if this risk is not covered by any other insurance policy of the insured.

#### Section 45

##### **Newly acquired Tenders and Toys by the Assured or owner**

The Company will automatically cover Tenders newly acquired by the Assured or owner which are to be used in conjunction with a Yacht already insured by the Company under a policy on which the Assured or owner is named. The newly acquired Tenders do not have to be submitted to the Company, unless:

- a. The nature of the newly acquired tender or toy is materially different from the Tenders or Toys on board when the insurance commenced (i.e. materially changing the risk profile);
- b. If the maximum speed of the tender is exceeding 45 knots.

#### Section 46

##### **Newly acquired Yacht by named Assured or owner**

The Company will automatically cover any Yacht and/or Tenders acquired by the named Assured or owner used solely for sport or pleasure that the Assured purchases during the policy period. This coverage is in effect for only a period of 60 days from the date of purchase and is subject to all the the conditions and exclusions of the policy, the Certificate of Insurance, Deductibles, and other amendments of this policy. It is noted and agreed that Tenders and/or Toys are covered whilst used in conjunction with or independently of the parent vessel.

The named Assured shall provide the Company with an Application Form for the newly acquired Yacht and/or Toys and/or Tenders within the 60 days period. Cover will only continue after the 60 days period if the Company confirms acceptance of the Yacht and/or Tenders in writing.

**Section 47****Privileges**

The insurance is effective only within the “trading area” specified on the Certificate of Insurance which includes stay in port and at sea, under power or sail, in docks and graving docks, in hauling and launching, on ways, gridirons, pontoons, and on shore.

**Section 48****Private pleasure warranty**

Warranted to be used solely for private pleasure purposes and not to be hired or chartered unless prior approved by the Company and endorsed hereon. This warranty does not apply if the vessel is being used for business entertainment of the insured.

When the vessel is chartered with the agreement of the Company, there is no coverage under this policy for paid Crew unless so stated on the Certificate of Insurance. Such coverage for paid Crew shall be subject to all terms, conditions and notification provisions of the policy.

**Section 49****Personal negligence**

Personal negligence or fault of the Owner or Assured in the navigation of the Yacht or privity or knowledge in respect thereto (excepting loss, damage or liability willfully or intentionally caused by the Owner or Assured) shall not relieve the Company of liability under this Policy.

**Section 50****Other insurance**

If a named Assured has other insurance against a loss covered by any section of this policy, the Company shall not be liable under this policy for a greater proportion of such loss than the applicable amount stated bears to the total amount of all valid and collectible insurance against such loss. If an Assured other than a named Assured has other insurance against a loss covered by any section of this policy, this insurance shall be excess over other such insurance.

**Section 51****Notice of claim**

All claims must be submitted in writing or electronically to the Company and acknowledged by the Company.

**Section 52****Notice of loss and filing of proof**

It is agreed by the Assured to report immediately to the Company or to their representative which shall have issued this policy every Occurrence which may become a claim under this policy without delay, and shall also file with the Company or their representative, a detailed sworn proof of loss and proof of interest and/or receipted bills in case of a partial loss.

**Section 53****Subrogation**

It is agreed that upon payment of any loss, damage, or expense the Company is subrogated to all the rights of the Assured to the extent of such payment.

**Section 54****Time for suit against the Company**

No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless the Assured shall have fully complied with all the requirements of this policy, nor unless commenced within two (2) years from the date of the happening or the Occurrence out of which the claim arose, provided that where such limitation of time is prohibited by the laws of the state wherein this policy is issued, then, and in that Event, no suit or action under this policy shall be sustainable unless commenced within the shortest limitation permitted under the laws of such state.

**Section 55****Legal representation and co-operations clause**

The Assured shall co-operate with the Company and shall not assume any obligation, admit any liability or incur any expense for which the Company may be liable, without the written approval of the Company, except as may be necessary and permitted to safeguard the Yacht under the sue and labour clause in Part 1 of this policy. In case the liability of the Assured shall be contested with the written approval of the Company first obtained, the Company will pay the cost and expense of such defence, in which event the Company shall have the option of naming the lawyers who shall represent the Assured in said defence, and, if such option is exercised, shall have the direction and control thereof. The Assured shall whenever required, attend hearings and trial and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses, and in the conduct of suits and limitations proceedings.

**Section 56****Examination under oath**

The Assured as often as may be reasonably required, shall exhibit to any person designated by the Company all that remains of any property herein described, and shall submit, and insofar as is within his or their power cause his or their employees, members of the household and other to submit to examinations under oath by any person named by the Company and subscribe the same; and as often as may be reasonably required, shall produce for examination all writings, books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, as such reasonable time and place as may be designated by the Company or their representative, and shall permit extracts and copies thereof to be made. No such examinations under oath or examination of books or documents, nor any other act of the Company or any of their employees or representatives in connection with the investigation of any loss or claim hereunder, shall be deemed a waiver of any defence which the Company might otherwise have with respect to any loss or claim, but all such examinations and acts shall be deemed to have been made or done without prejudice to the Company' liability.

**Section 57****Misrepresentation or fraud**

This entire policy shall be void if the Assured or their representative has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the Assured therein, or in case of fraud or false swearing by the Assured touching any matter relating to this insurance or the subject thereof whether before or after a loss.

**Section 58****Conformity clause**

Any provision of this insurance policy, which is in conflict with the applicable state law, is amended to conform to the minimum requirements of that law.

**Section 59****Liberalization clause**

The insurance policy may be extended or broaden the insurance coverage provided by this policy without increasing the premium. If the terms are so modified during the policy period, then such terms will be applied to this policy for the benefit of the insured hereon.

**Section 60****Jurisdiction and choice of law**

This policy shall be governed by, and construed in accordance with, English Law. The High Court in London shall have exclusive jurisdiction to hear and determine any claim or dispute under this policy. This policy incorporates the provisions of the Marine Insurance Act 1906 and all amendments to it. The Insurance provided by the Company shall not nor is intended to confer any right or benefit on any Third Party under the Contracts (Rights of Third Parties) Act 1999 or any similar provision, enactment or principle of law contained in the laws of any State which purports to do so.

**Section 61****Conflicting or inconsistent terms and conditions**

This policy is made and accepted subject to the foregoing stipulations and conditions, which are hereby specially referred to and made a part of this policy. It being understood and agreed that in the case of any conflict or inconsistency between the foregoing provisions and the terms and conditions mentioned in the Certificate of Insurance, the terms and conditions in the Certificate of Insurance will prevail.



## PART 6

### DEFINITIONS

<b>Application Form</b>	An application for insurance, duly signed by the Assured, in the standard format stipulated by the Company, providing information material to the risk to be insured and which shall be attached and form part of the Policy of Insurance.
<b>Assured</b>	The person insured under the Policy of Insurance and who is stated to be the Assured in the Certificate of Insurance.
<b>Certificate of Insurance</b>	The document issued by the Company stating the details of the risks attached and which is evidence of the contract of insurance.
<b>Co-assured</b>	Any person or Company named in the Certificate of Insurance, who is covered on the basis of 'misdirected arrow' only.
<b>Company</b>	The carriers as mentioned in the Certificate of Insurance under the Security heading.
<b>Crew</b>	Any person (including the Master) employed or engaged to serve on board the Insured Yacht under Articles of Agreement or other Crew agreement or contract of service of or employment, including a substitute for such person.
<b>Day Worker</b>	A person, not being a member of the Crew, employed by or on behalf of the Assured to carry out casual work onboard the Yacht on a temporary basis.
<b>Deductible</b>	The proportion, percentage or the limited sum of money to be borne by the Assured in respect of any claim.
<b>Endorsement</b>	A document that makes a change to an insurance policy, showing an amendment or addition to an insurance policy.
<b>Event</b>	Any Event, including any Occurrence or Occurrences arising out of any such Event unless the Company decides to treat each Occurrence as a separate Event. An Event shall be deemed to have taken place at the time of the first Occurrence which results in a claim or claims.
<b>Extra Costs</b>	Those additional costs necessarily and reasonably incurred by the Assured over and above the costs that would have been incurred by the Assured had the Event giving rise to the claim under this Insurance not occurred.
<b>Guest</b>	Non fare paying passenger on board of the Yacht.
<b>Inception Date</b>	The first date on which the insurance commences.
<b>Joint Assured</b>	Where the Certificate of Insurance names more than one person as the Assured, any of those so named.
<b>Occurrence</b>	A sudden and unexpected Event or an accident to which this insurance applies which happens within the policy period. Continuous or repeated exposure to substantially the same general condition, unless excluded, is considered one Occurrence. For coverage under this policy to apply, all physical loss or damage, bodily injury, liability and all Occurrences giving rise to any claim under this policy must occur during the policy period.
<b>Period of Insurance</b>	Twelve months as from the attachment date of insurance of the insured Yacht or such lesser period as the Company shall agree.
<b>Personal Effects</b>	Any items owned by the insured that do not exceed in value the amount stated on the Certificate of Insurance and are normally worn or carried on a person while on board the vessel. Personal Effects do not include jewelry, watches, cell phones, PDA's, personal computers, eye wear, money, credit, debit or other bankcards, checks, notes stocks or any other financial instruments, securities or intangible property.
<b>Submarine</b>	A craft that is designed to travel under the surface of the water and where its occupant(s) is/are fully enclosed inside such craft or vessel.
<b>Tenders</b>	Any vessels, including water Toys (such as jet skis, but excluding wind kites) that are carried on board the vessel, permanently belong to the vessel, are used in connection with the vessel, and owned by the Assured.



**Third Party**

Any person or Company other than the Assured.

**Toys**

Any personal watercraft (PWC), jet ski and other watercraft (other than the Yacht or Tender), para-sailers, para-gliders, bananas, doughnuts or other watersports equipment owned by the Assured and stored onboard the Yacht when underway.

**Yacht**

A power or sail vessel used for recreation and pleasure, as opposed to work (whether under construction or otherwise), the name of which appears in the Certificate of Insurance.

## CONTACT DETAILS

ROTTERDAM OFFICE, THE NETHERLANDS

**MS Amlin Marine N.V.**

Postal Address

P.O. Box 30152

3001 DD Rotterdam, The Netherlands

Visiting Address

Beursplein 37

3011 AA Rotterdam, The Netherlands

Telephone +31 10 7995 800

Faxnumber +31 10 2121 918

E-mail [office@msamlin.com](mailto:office@msamlin.com)

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PARIS OFFICE, FRANCE

**MS Amlin Marine N.V.**

Succursale en France

58 bis, rue La Boétie

75008 Paris, France

Telephone +33 1 44 39 1000

Faxnumber +33 1 42 22 2534

E-mail [pandiparis@msamlin.com](mailto:pandiparis@msamlin.com)

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SINGAPORE OFFICE, SINGAPORE

**MS Amlin Asia Pacific Pte Ltd**

138 Market Street

#04-03 CapitaGreen

Singapore

048946

Telephone +65 6593 6593

Faxnumber +65 9736 9306

E-mail [pandiasia@msamlin.com](mailto:pandiasia@msamlin.com)

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LONDON OFFICE, UNITED KINGDOM

**MS Amlin Marine N.V.**

UK Branch

The Leadenhall Building, 122 Leadenhall Street,

London EC3V 4AG, United Kingdom

Telephone +44 207 746 7389

E-mail [london@msamlin.com](mailto:london@msamlin.com)

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**MS Amlin**

Tel: +31 10 799 5800

Fax: +31 10 212 1918

Email: [office@msamlin.com](mailto:office@msamlin.com)

[msamlin.com/pandi](http://msamlin.com/pandi)