

Fines

Fines imposed on *You* or any crew that *You* are obliged to reimburse for accidental escape or discharge of oil or other substances from *Your* vessel, breach by *You* of any immigration law or regulation, and smuggling or any breach by the Master or crew of any customs law or regulation.

Communicable ~~infectious~~ Disease on board *your* vessel

Additional expenses incurred by *you* as a direct result of an outbreak of Communicable ~~infectious~~ Ddisease on board *your* vessel, including quarantine and disinfection expense, and the net loss to *you* (over and above your expenses absent the outbreak) in respect of fuel, insurance, wages, stores, provisions and port charges.

Explanation

This change reflects the revised terminology and limitation in cover adopted in the wider insurance market in respect of liabilities arising out of Communicable Diseases.

15. Communicable~~Infectious~~ Disease on board your vessel

Any and all liabilities, costs and expenses related to an ~~infectious~~ Communicable Ddisease outbreak not on board *your* vessel except where cover is otherwise specifically set out above under any written section of 'Your Cover', or unless it is agreed by us in writing.

Additional expenses incurred in trading to a port at which the Member knew or ought to have known that such expenses were likely to be incurred.

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

~~This insurance excludes coverage for claims in excess of US\$ 10 million arising from any one incident for:~~

~~Cover in any event is excluded for claims in excess for US\$ 10 million arising from any one incident for:~~

- ~~1. 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;~~
- ~~2. any liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for a), b) or c) above;~~
- ~~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.~~

In the event that the World Health Organization ('WHO') has determined an outbreak of a Communicable Disease to be a Public Health Emergency of International Concern (a 'Declared Communicable Disease'), You are not insured for any loss, damage, liability, cost or expense directly arising from any transmission or alleged transmission of the Declared Communicable Disease.

1. This exclusion will not apply to any liability where the liability directly arises from an identified instance of a transmission of a Declared Communicable Disease and where You prove that identified instance of a transmission took place before the date of determination by the WHO of the Declared Communicable Disease.

2. However even if the requirements of paragraph 1 are met, no coverage will be provided for any:

A. liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for the Declared Communicable Disease whether the measures are preventative or remedial;

B. 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 the Declared Communicable Disease;

C. loss, damage, liability, cost or expense caused by or arising out of fear of or the threat of the Declared Communicable Disease.

3. This exclusion shall not extend Your cover to any liability which would not have been covered under this policy had this exclusion not been included.

Cover in any event is excluded for claims in excess of US\$ 10 million arising from any one incident.

All other terms, conditions and limitations of the insurance remain the same.

Explanation

This change reflects the revised terminology and limitation in cover adopted in the wider insurance market in respect of liabilities arising out of Communicable Diseases.

Automatic Termination

Your policy for any of Your vessel(s) will automatically terminate for that vessel upon the date shown on Your Certificate of Insurance or upon the happening of any of the following : the sale or transfer of Your vessel; a change of beneficial owner(s); a change of management of Your vessel; upon the mortgage of Your vessel; Your vessel becoming an actual or constructive total loss; Your vessel no longer being classed with the classification society or certifying authority that it was at the time We agreed to insure it; should Your insured vessel(s) or their activities or any named insured expose the Shipowners' Club or it's Managers to Sanctions risks; should You or Your insured vessel be designated by any State where the association or its Managers have their registered offices or permanent places of business or by any State being a Major Power or by the United Nations or the European Union.

Your insurance will automatically terminate, if your vessel becomes listed during its policy period on the Combined Illegal, Unreported and Unregulated ("IUU") Vessel List. Cover shall terminate for your vessel from the date of such listing and no subsequent claims shall be payable.

Explanation

In 2017, the Club signed a statement in support of 'THE INSURANCE INDUSTRY'S STATEMENT AGAINST ILLEGAL, UNREPORTED AND UNREGULATED (IUU FISHING)'. To reinforce this and to emphasise the exclusion of illegal fishing within 'What is not covered' number 32 of this policy, any fishing vessel added to the IUU list will automatically have its insurance with us terminated.

Data protection

We process personal information about You to provide You with insurance that benefits You and meets Our legal and regulatory requirements. For more information about how we process your personal information, including our full privacy notice that sets out Your rights in relation to the information we hold about You, please visit our website (www.shipownersclub.com/data-protection/) or contact the Club's Data Protection Officer.

Explanation

This section has been added to ensure our Members are aware of the Club's data protection policy and to enable them to easily locate further information about their rights in relation to their data held by the Club.

Additional Definition:

Communicable Disease means any disease, known or unknown, which can be transmitted by means of any substance or agent from any organism to another organism where:

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

B. the method of transmission, whether direct or indirect, includes but is not limited to human touch or contact, airborne transmission, bodily fluid transmission, transmission to or from or via any solid object or surface or liquid or gas, and

C. the disease, substance or agent may, acting alone or in conjunction with other co-morbidities, conditions, genetic susceptibilities, or with the human immune system, cause death, illness or bodily harm or temporarily or permanently impair human physical or mental health or adversely affect the value of or safe use of property of any kind.

Explanation

This change reflects the revised terminology and limitation in cover adopted in the wider insurance market in respect of liabilities arising out of Communicable Diseases.

Incident means an accident or occurrence relating to the operation or use of Your Yacht. A series of incidents which have the same cause will be treated as one incident.

Explanation

This definition has been changed to align with cover provided under the Rules and other Plain Language Policies.