



▶ **YACHT PERSONAL
ACCIDENT COVER**
BASIC



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Important notice: this is an optional cover which is not intended to be a substitute for compulsory state Personal Accident and/or compensation schemes.

This Personal Accident insurance policy is a contract between the insurer and the Assured and is made up of:

- The current Certificate of Insurance.
- Any endorsements or extensions to the Certificate of Insurance.
- The scale of permanent disabilities by *accident*.
- The terms and conditions herein.

We the insurer hereby agree with the Assured, to the extent and in the manner herein provided, that if the insured person sustains *bodily injury* during the period of this insurance, we will pay to the Assured, or to the Assured's executors or administrators, in accordance with the Certificate of Insurance, after the total claim shall be substantiated under this insurance.

Provided always that:

1. Compensation shall not be payable under more than one of the included heads of cover in the Certificate of Insurance in respect of the consequences of one *accident* to any one insured person.
2. The total sum payable under this insurance in respect of any one or more claims for any one insured person shall not exceed, in all, the largest sum insured under any one of the included heads of cover contained in the Certificate of Insurance or added to this insurance by endorsement.
3. If an *accident* causes the death of the insured person within 12 months following the date of the *accident* and prior to the definite settlement of the compensation for disablement provided for under Permanent disablement under the Certificate of Insurance, there shall be paid only the compensation provided for in the case of death.
4. Compensation shall only be payable under included heads of cover in the Certificate of Insurance if:
 - a. Under Accidental Death, death occurs within 12 months of the *accident*.
 - b. Under Permanent Total Disablement, loss occurs within 12 months of the date of the *accident*.
5. Compensation shall only be payable if the insured person is under a current contract of employment with the Assured at the inception date of the Policy or the date the insured person is included under the Policy, whichever is the later.
6. The Insurance shall terminate and cease to have effect in respect of an insured person:
 - a. upon the payment of the Death or Permanent total disablement benefit;
 - b. upon the death of the insured person;
 - c. upon the insured person ceasing to be gainfully employed by the *Assured*
 - d. if the *Assured* or the insured person make a fraudulent claim under this Insurance.

Exclusions

This Insurance does not cover death or disablement directly or indirectly arising out of, or as a consequence of, or contributed to by:

1. War, invasion, acts of foreign enemies, hostilities (whether war be

declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.

2. Radioactive contamination.
3. The insured person engaging in or taking part in:
 - a. naval, military or air force service or operations;
 - b. rock climbing or mountaineering normally involving the use of ropes or guides, potholing, hang gliding, parachuting, hunting on horseback, or driving or riding in any kind of race;
 - c. driving or riding on motor cycles.
4. The insured person engaging in *air travel* except as a passenger in a properly licensed aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial concern.
5. Suicide or attempted suicide or intentional self-injury or the insured person being in a state of insanity.
6. Deliberate exposure to exceptional danger (except in an attempt to save human life), or the insured person's own criminal act, or the insured person being under the influence of alcohol or drugs (other than drugs prescribed to the insured person by a qualified medical practitioner).
7. Regardless of any contributory cause(s), this Insurance does not cover any claim(s) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device, chemical or biological agent.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to, the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. If the Insurer alleges that by reason of this exclusion any claim is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

General Conditions

Assignment and Subrogation

You cannot assign *Your* policy to any other person other than with *Our* prior written approval.

If *We* make a payment to *You* or any Joint Member or Co-Assured under this policy, or under any Security *We* have given, and *You*, the Joint Member and Co-Assured have any rights to claim against a third party that are connected to the payment *We* make, then *We* will be subrogated to all of those rights to the extent of *Our* payment, including any interest and costs. *You* and the Joint Member and Co-Assured agree to take any steps that *We* reasonably require to this end.

Assistance and Availability of Medical Records

It is a condition precedent to Insurer's liability to pay compensation to the Assured or his representatives, that all medical records, notes, and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any

medical advisor appointed by or on behalf of Insurer and that such medical advisor or advisors shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make examination of the person of an insured person.

Claims Notification

Notice must be given to the Insurer as soon as reasonably practicable of any *accident* which causes or may cause disablement within the meaning of this Insurance, and the insured person must as early as possible place himself under the care of a duly qualified medical practitioner.

Notice must be given to the Insurer as soon as reasonably practicable in the event of the death of an insured person resulting or alleged to result from an *accident*.

Classification, Certifying Authority and flag State

Your Yacht must comply with all statutory requirements of its flag State and SOLAS, as applicable, and maintain and comply with all requirements of the classification society or certifying authority that it had at the time *We* agreed to insure it. Subject to the provisions of the Insurance Act 2015, *We* will not pay any claims arising during such time as *You* have failed to comply with this general condition, even if *Your* failure to comply has not increased the risk of any loss.

Complaints

We take all complaints seriously. If *You* are dissatisfied with *Our* handling of *Your* claim or any other aspect of *Your* insurance or the service *We* provide, please contact *Us*. *Our* complaints handling policy is detailed on *Our* website at: www.shipownersclub.com/complaints-handling-policy.

Deductibles *Your* entitlement to make a claim is subject to the deductible that appears on *Your* Certificate of Insurance.

Dispute resolution

In the unlikely event that the Insurer cannot resolve a complaint satisfactorily, the matter will be referred to arbitration in London, one arbitrator to be appointed by the insurer, one by the Assured and a third to be appointed by the arbitrators. The reference to arbitration and the arbitration proceedings themselves will be subject to the provisions of the Arbitration Act 1996 and any statutory modification or re-enactment thereof.

Fair Presentation/Duty to provide information

If *You* are not a Consumer, *You* have a duty to make a fair presentation of the risk, by disclosing all material matters which *You* know or ought to know or, failing that, by giving *Us* sufficient information to put as a prudent insurer, on notice that *We* need to make further enquiries in order to reveal material circumstances. If *You* fail to do so *Your* ability to recover a from *Us* may be prejudiced. If *You* are a Consumer, when *You* provide information in connection with *Your* proposed insurance or a proposed change to *Your* insurance, *You* must take reasonable care not to make any misrepresentation. Any misrepresentation that *You* make deliberately, recklessly, or carelessly could adversely affect *Your* cover and claims.

Fraudulent Claims

1. If the Assured makes a fraudulent claim under this Insurance contract, the Insurer:
 - a. Is not liable to pay the claim; and
 - b. May recover from the Assured any sums paid by the Insurer to the Assured in respect of the claim; and
 - c. May by notice to the Assured treat the contract as having been terminated with effect from the time of the fraudulent act.
2. If the Insurer exercises its right under clause (1) (c) above:
 - a. The Insurer shall not be liable to the Assured in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever would otherwise have given rise to the Insurer's liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,

- b. The Insurer need not return any of the premiums paid.

Fraudulent claims – group insurance

3. As this Insurance contract provides cover for persons who are not a party to the contract ('insured persons'), should a fraudulent claim be made under the contract by or on behalf of an insured person, the Insurer may exercise the rights set out in clause (1) above as if there were an individual insurance contract between the insurer and the insured person. However, the exercise of any of those rights shall not affect the cover provided under the contract for any other person.

Nothing in these clauses is intended to vary the position under the Insurance Act 2015.

Governing Law

Your policy is governed by and will be construed in accordance with English law. In particular, it is subject to and incorporates the provisions of the Marine Insurance Act 1906 and the Insurance Act 2015 and all amendments thereto except to the extent that such Act or modification may have been excluded by this policy or any contract of insurance between the insurer and any insured party. It is not intended that rights should be acquired by any third party through the operation of the Contracts (Rights of Third Parties) Act 1999 or similar legislation.

Joint Members and Co-Assureds

If *We* issue a Certificate of Insurance in the name of more than one person or company, those additional parties will be known as Joint Members. Joint Members are bound by all the terms and conditions of *Your* policy and Certificate of Insurance and each of them are individually responsible for paying all premium and any other sums due to *Us* under *Your* policy and are bound by all of the terms and conditions of *Your* policy and *Your* Certificate of Insurance. If *We* make payment to, or on behalf of, any Joint Members for any amount due under *Your* policy, *We* will make no further payment to any person, including *You*, in relation to the amount that was due.

If *We* issue a Certificate of Insurance naming a Co-Assured then *We* agree to extend cover to that named Co-Assured, but only if: the named Co-Assured is held responsible for a claim which is properly *Your* responsibility and for which *You* would have been able to recover from *Us* under this policy, had that claim been made and enforced against *You*. If *You* have a contract with a named Co-Assured, *Your* responsibility means *Your* responsibility as agreed in that contract.

If *We* make a payment to, or on behalf of, a named Co-Assured for a claim then, in relation to that claim, *We* will not make payment to any other person, including *You*, and *We* agree to waive *Our* rights of subrogation, if any, against the named Co-Assured.

If there is a failure by any Joint Member to comply with the 'Fair presentation/ Duty to provide information' section of *Your* policy or if the conduct of any Joint Member or Co-Assured would entitle *Us* to decline a claim, then *We* will treat such failure and/or conduct as extending to all insureds.

If more than one person is named on the Certificate of Insurance *We* will treat an act, omission, statement or a claim by any one of those persons as an act, omission, statement or claim by all of them.

We direct all correspondence to *You* and *You* receive it on behalf of all insureds.

Lay-up

If *Your Yacht* has been laid-up for six months or more outside its usual seasonal trading pattern, *You* must give *Us* notice that the *Yacht* will be reactivated no less than seven days before the *Yacht* leaves its place of lay-up. When *We* receive notice from *You* *We* may appoint a surveyor, at *Your* cost, to inspect the *Yacht* on *Our* behalf and *You* must provide *Your* full cooperation to this end. *You* must comply with any recommendations that *We* make following such an inspection. *We* do not pay any claims arising after *You* have failed to comply with

any requirement of this general condition, until *You* have complied with all requirements of it, subject always to the provisions of the Insurance Act 2015. In no case do *We* pay claims which arise out of defects identified during such an inspection.

We do not return premium for periods of lay-up notified in arrears.

Pre-Existing Conditions

If the consequences of an *accident* shall be aggravated by any condition or physical disability of the insured person which existed before the accident occurred, the amount of any compensation payable under this insurance in respect of the consequences of the accident shall be the amount which it is reasonably considered would have been payable if such consequences had not been so aggravated.

Premium

Your insurance premium will be fixed annually and no further premium will be payable, unless *You* ask *Us* to extend *Your* insurance cover or the material facts upon which *We* base the cover change. *You* must pay *Your* premium in such instalments and on such dates as *We* have specified. Premium is not considered paid until received by *Us*.

Reporting of Dangerous Activities

If an insured person shall regularly engage in any occupation, sport, pastime or activity in which materially greater risk may be incurred than disclosed in connection with this Insurance without first notifying *Us* and obtaining *Our* written agreement to the amendment of this Insurance (subject to the payment of such additional premium as *We* may reasonably require as the consideration for such agreement), then no claim shall be payable in respect of any accident or illness arising therefrom.

Severability clause

In the event that a court or tribunal finds any part of this policy to be unenforceable, invalid or to be in conflict with any mandatorily applicable statute or law, or public policy, such part shall be severed and such a finding shall not affect the enforceability, validity or legality of the remainder of the policy, which shall remain in full force and effect.

Termination by notice

Either *We* or *You* may terminate this policy by notice at noon GMT on the renewal date of any year by giving not less than 30 days written notice.

We may terminate the entirety of cover under *Your* policy by notice for each and every *Yacht* insured, in the following circumstances:

should any of *Your* insured *Yacht(s)* be used, in *Our* opinion, for a prohibited or unlawful activity or trade; or

should any of *Your* insured *Yacht(s)* or their activities, in *Our* opinion, expose the Shipowners' Club or its Managers to sanctions risks; or

upon 30 days written notice given by *Us* to *You*; or

If cover is provided for war risks in the *Yacht* Liability Insurance policy, *We* may terminate cover for war risks by notice for each and every *Yacht* insured upon written notice by *Us* to *You* to discontinue war risks cover, with cancellation becoming effective on no less than the expiry of 7 days from midnight on the day on which *We* issue notice of cancellation.

The effect of *Your* policy being terminated by notice also extends to Joint Members and Co-Assureds. Subject to the 'Automatic termination' and 'Cancellation' provisions of this policy, the effect of *Your* policy terminating by notice is that *You* will remain liable for premium under *Your* policy and for any other sums due to *Us* except that *You* will be entitled to a daily pro rata return of premium for sums paid, if any, from the date of termination until the expiration of *Your* policy. Likewise, subject to the Exclusion 20 'Sanctions', as set out in the *Yacht* Liability Insurance policy wording, *We* pay claims for events that arose prior to the date of termination but we will not pay claims arising from events after the date of termination.

Automatic termination

Your policy for any of *Your Yacht(s)* will automatically terminate for that *Yacht* upon the date shown on *Your* Certificate of Insurance or upon the happening of any of the following: the sale or transfer of *Your Yacht*; a change of beneficial owner(s); upon the mortgage of *Your Yacht*; *Your Yacht* becoming an actual or constructive total loss; *Your Yacht* 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 *Yacht(s)* or their activities or any named insured expose the Shipowners' Club or its Managers to Sanctions risks; should *You* or *Your* insured *Yacht* 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 for all *Yacht(s)* will automatically terminate upon the happening of any of the following: an Insolvency event; if *You* are an individual, upon *Your* death or upon *Your* becoming incapable by reason of mental disorder of managing or administering *Your* property and affairs.

If cover is provided for war risks in the *Yacht* Liability Insurance policy, the insurance which *We* provide to *You* for war risks will automatically terminate upon the happening of either of the following:

Should war break out between any of the following countries; the United Kingdom, the United States of America, France, the Russian Federation and the People's Republic of China; or

Should *Your Yacht* be requisitioned either for title or use.

The effect of *Your* policy being automatically terminated is the same as for termination by notice except that *We* do not pay claims for events arising after the date of automatic termination, other than claims arising from *Your Yacht* becoming an actual or constructive total loss thereby triggering automatic termination.

Cancellation

If *You* fail to pay premium in such instalments and on such dates as are agreed by *Us*, *We* may serve notice in writing requiring *You* to make payment by a specified date. If *You* fail to make payment in full, on, or before the specified date *We* shall immediately cancel *Your* insurance. If *We* cancel *Your* insurance *You* must pay all premium due up to the date of cancellation. *We* will not pay claims for events arising on or after the date of cancellation.

We will not pay claims for events arising before the date of cancellation if premium was owing at the time the event arose and remained unpaid at the date of cancellation.

Definitions

When used in this policy, the following words have a special meaning assigned to them, as follows:

Accident means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place, but shall also include exposure resulting from a mishap to a conveyance in which the insured person is travelling.

Air travel means being in or on or boarding an aircraft for the purpose of flying therein or alighting therefrom following a flight.

Assignment means any assignment undertaken by an insured person on behalf of the Assured. Cover will be operative from the departure of the insured person from residence or the commencement of the period of insurance (whichever occurs last) until arrival back at the insured person's residence or the expiry of the period of insurance (whichever occurs first).

Bodily injury means identifiable physical injury which:

- is caused by an *accident*, and
- solely and independently of any other cause, except *illness* directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the insured person within 12 months from the date of the *accident*.

In the event of disappearance of the insured person, if after a suitable period of time (and in any event not more than 60 days) it is reasonable to believe death has occurred as a result of *bodily injury*, the Accidental death limit, will become payable subject to a signed undertaking by or on behalf of the Assured that if the belief is subsequently found to be wrong, such benefit will be refunded to the Insurer.

Death or disablement caused as a direct result of exposure to the elements will be deemed to have been caused by *bodily injury* for the purposes of this insurance.

Conveyance limit means the maximum amount which the insurer will pay in respect of *bodily injury* arising from insured persons travelling in the same conveyance. Where this limit is exceeded the liability of the Insurer in respect of each insured person travelling in such conveyance will be proportionately reduced until the total does not exceed this limit.

Loss of limb(s) means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.

Material facts

The *Assured* has a duty to make a fair presentation of the risk, by disclosing all material matters which the Assured knows or ought to know or, failing that, by giving the insurer sufficient information to put the insurer, as a prudent insurer, on notice that the insurer need to make further enquiries in order to reveal material circumstances.

Permanent total disablement means disablement which entirely prevents the insured person from attending to any business or occupation of any and every kind and which lasts 12 months and at the expiry of that period is beyond hope of improvement.

Words in the masculine gender shall include the feminine.

We or **our** or **us** or Insurer means The Shipowners' Mutual Protection and Indemnity Association (Luxembourg), the insurer/underwriter.

You or **your** means the person or company named as the assured in the Certificate of Insurance.

Claims handling procedure

In the event of any claim, please contact our regional offices using the following contact details:

London

T +44 207 488 0911
F +44 207 480 5806
E info@shipownersclub.com
W www.shipownersclub.com

Singapore

T +65 6593 0420
F +65 6593 0449
E info@shipownersclub.com
W www.shipownersclub.com

Please provide:

1. The name of the vessel the insured person is signed on to.
2. Details of the *accident* including the date, time and location of when and where it occurred.
3. Details of the insured person who is injured and their current status and location.
4. Contact telephone numbers where we can call you.

Immediate advice and local assistance is also available from our Correspondents who are listed at:

www.shipownersclub.com/correspondents

and the Shipowners' 24/7 Emergency contact numbers below:

LONDON BRANCH: +44 (0) 203 829 5828

SINGAPORE BRANCH: +65 8683 3190

SCALE OF PERMANENT DISABILITIES BY ACCIDENT

The percentage of the sum insured in respect of permanent disablement shall be as follows:

Total loss of sight of both eyes	100%	Total paralysis of the radial nerve at the torsion cradle	40%	35%
Total incurable insanity	100%	Total paralysis of the forearm radial nerve	30%	25%
Loss of both arms or both hands	100%	Total paralysis of the hand radial nerve	20%	15%
Complete deafness of both ears, of traumatic origin	100%	Total paralysis of the cubital nerve	30%	25%
Removal of the lower jaw	100%	Anchylosis of the wrist in favourable position (straight and in pronation)	20%	15%
Loss of speech	100%	Anchylosis of the wrist in unfavourable position (flexion or strained extension or supine position)	30%	25%
Loss of one arm and one leg	100%	Total loss of thumb	20%	15%
Loss of one arm and one foot	100%	Partial loss of thumb (ungual phalanx)	10%	5%
Loss of one hand and one foot	100%	Total anchylosis of thumb	20%	15%
Loss of one hand and one leg	100%	Total amputation of forefinger	15%	10%
Loss of both legs	100%	Amputation of two phalanges or forefinger	10%	8%
Loss of both feet	100%	Amputation of the unguual phalanx of forefinger	5%	3%
Head		Simultaneous amputation of thumb and forefinger	35%	25%
Loss of osseous substance of the skull in all its thickness:		Amputation of thumb and a finger other than forefinger	25%	20%
Surface of at least 6 sq cm	40%	Amputation of two fingers other than thumb and forefinger	12%	8%
Surface of 3 to 6 sq cm	20%	Amputation of three fingers other than thumb and forefinger	20%	15%
Surface of less than 3 sq cm	10%	Amputation of four fingers including thumb	45%	40%
Partial removal of the lower jaw, rising section in its entirety or Half of the maxillary bone	40%	Amputation of four fingers excluding thumb	40%	35%
Loss of one eye	40%	Amputation of the median finger	10%	8%
Complete deafness of one ear	30%	Amputation of a finger other than thumb, forefinger and median	7%	3%
Upper limbs		Lower limbs		
Loss of one arm or one hand	Right 60%	Amputation of thigh (upper half)		60%
Considerable loss of osseous substance of the arm (definite and incurable lesion)	50%	Amputation of thigh (lower half) and leg		50%
Total paralysis of the upper limb (incurable lesion of the nerves)	65%	Total loss of foot (tibio-tarsal disarticulation)		45%
Total paralysis of the circumflex nerve	20%	Partial loss of foot (sub-ankle-bone disarticulation)		40%
Shoulder anchylosis	40%	Partial loss of foot (medio-tarsal disarticulation)		35%
Elbow anchylosis		Partial loss of foot (tarso-metatarsal disarticulation)		30%
in favourable position (15 degrees round the right angle)	25%	Total paralysis of lower limb (incurable nerve lesion)		60%
in unfavourable position	40%	Complete paralysis of the external poplitic sciatic nerve		30%
Extensive loss of osseous substance of the two bones of the forearm (definite and incurable lesion)	40%	Complete paralysis of the internal poplitic sciatic nerve		20%
Total paralysis of the median nerve	45%	Complete paralysis of two nerves (poplitic sciatic external and internal)		40%
		Anchylosis of the hip		40%

Anchylosis of the knee	20%
Loss of osseous substance from thigh or both bones of the leg (incurable condition)	60%
Loss of osseous substance of the knee-pan with considerable separation of the fragments and considerable difficulty of movements in stretching the leg	40%
Loss of osseous substance of the knee-pan while the movements are preserved	20%
Shortening of the lower limb by at least 5cm	30%
Shortening of the lower limb by 3 to 5cm	20%
Shortening of the lower limb by 1 to 3cm	10%
Total amputation of all the toes	25%
Amputation of four toes including big toe	20%
Amputation of four toes	10%
Anchylosis of the big toe	10%
Amputation of two toes	5%
Amputation of one toe other than the big toe	3%

Anchylosis of the fingers (other than thumb, and forefinger) and of the toes (other than the big toe) shall only entitle to 50% of the compensation which would be due for the loss of the said Members.

Permanent disabilities by *accident* not mentioned above shall be compensated in accordance with their seriousness as compared with that of those mentioned, the occupation of the insured person not being taken into consideration.

The partial or total 'functional' disablement, not specifically dealt with in the scale of permanent disabilities by *accident*, of a limb or an organ is treated like the partial or total loss of the said limb or organ.

The total compensation payable in respect of several disablements due to the same *accident* is arrived at by adding together the various sums, but shall not exceed the total sum insured under item 2 (permanent disablement), of the Certificate of Insurance.

If the insured person is left-handed and has specifically mentioned this on the proposal form, the percentages set out above for the various disabilities of the right upper limb and left upper limb will be transposed.