



▶ **YACHT PERSONAL
ACCIDENT COVER**
ENHANCED



YACHTOWNERS
LIABILITY INSURANCE FROM SHIPOWNERS

YACHT PERSONAL ACCIDENT COVER

ENHANCED

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

Section 1: Accident, illness and disablement

The insurer hereby agrees with the Assured, to the extent and in the manner herein provided, that if the insured person sustains *bodily injury*, or suffers *illness* during the period of this insurance, the insurer will pay to the Assured, or to the Assured's executors or administrators, in accordance with the schedule of compensation, after the total claim has been substantiated under this insurance.

Provided always that:

1. a. Compensation shall not be payable under more than one of the included items in the schedule of compensation in respect of the consequences of one *accident* or of one *illness* to any one insured person, and
 - b. No weekly compensation shall become payable until the total amount thereof has been ascertained and agreed. If, nevertheless, a weekly compensation payment is made under item 3 of the schedule of compensation (*temporary total disablement as a result of accident*) or item 6 of the schedule of compensation (*temporary total disablement as a result of illness*), the amount so paid shall be deducted from any lump sum becoming claimable in respect of the same *accident* or *illness*.
 - c. Under item 3 of the schedule of compensation (*temporary total disablement as a result of accident*) and item 6 of the schedule of compensation (*temporary total disablement as a result of illness*), the amount payable will be limited to 100% of the insured person's usual gross weekly income.
2. The total sum payable under this insurance in respect of any one or more claims in respect of any one insured person shall not exceed, in all, the largest sum insured under any one of the included items contained in the schedule of compensation 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 item 2 of the schedule of compensation (permanent disablement), there shall be paid only the compensation provided for in the case of death.
4. No claim shall be payable under included items 4 of the schedule of compensation (total and irrecoverable loss of sight of both eyes due to *illness*) or 5 of the schedule of compensation (*permanent total disablement by paralysis due to illness*) should *illness* cause the death of the insured person within 12 months of that *illness* declaring itself.

5. Compensation shall only be payable under included items in the schedule of compensation if:
 - a. Under item 1 (accidental death), death occurs within 12 months of the *accident*.
 - b. Under item 2 (permanent disablement), loss occurs within 12 months of the date of the *accident*.
 - c. Under items 4 (total and irrecoverable loss of sight of both eyes due to *illness*) or 5 (*permanent total disablement by paralysis due to illness*), loss occurs within 12 months of *illness* declaring itself.
 - d. Under items 3 (*temporary total disablement as a result of accident*) and 6 (*temporary total disablement as a result of illness*), the insured person becomes totally disabled within 12 months of the date of the *accident*, or of the *illness* declaring itself, disablement payments last for a maximum of 12 months.

Exclusions (applicable to all cover)

This insurance does not cover death or disablement directly or indirectly arising out of or consequent upon 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, device or 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.

Conditions (applicable to all cover)

1. 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 the insurer and obtaining their written agreement to the amendment of this insurance (subject to the payment of such additional premium as the insurer may reasonably require as the consideration for such agreement), then no claim shall be payable in respect of any *accident* or *illness* arising therefrom.
2. 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.
3. Notice must be given to the insurer as soon as reasonably practicable of any *accident* or *illness* 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*.

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.

4. 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 insured 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.
5. If the insurer exercises its right under clause (4) (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

6. 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 (4) 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.

Definitions (applicable to all cover)

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.

Bodily injury means identifiable physical injury which:

- a. is caused by an *accident*, and
- b. 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*, item 1, 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.

Illness means *illness* of the insured person which declares itself during the period of this insurance and occasions the total disablement of the insured person within 12 months after declaring itself.

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.

Temporary total disablement means disablement which entirely prevents the insured person from attending to his usual business or occupation of any and every kind.

Words in the masculine gender shall include the feminine.

Section II

A – Medical expenses and travel expenses

The insurer will indemnify the Assured in respect of *medical expenses* and *travel expenses* necessarily incurred as a direct result of an insured person sustaining *bodily injury* or contracting *illness* up to the limit as stated for medical expenses and travel expenses in the Certificate of Insurance.

B – Contingent medical expenses and travel expenses in country of domicile

Following *bodily injury* the insurer will indemnify the Assured in respect of contingent *medical expenses* and *travel expenses* necessarily incurred as a direct result of an insured person sustaining *bodily injury* during the period of Insurance up to €20,000 or currency equivalent in all.

Following *illness* the insurer will indemnify the Assured in respect of contingent *medical expenses* and *travel expenses* necessarily incurred as a direct result of an insured person contracting *illness* whilst outside their country of domicile up to the limit up to €20,000 or currency equivalent in all.

To be eligible for a claim payment under this *medical expenses* and *travel expenses* section, the insured person must be under a current contract of employment with the Assured. If it is the practice to sign off insured persons on the basis that they are liable to be recalled or employed on another of the Assured's vessels when required, the insurer confirms that this is acceptable for the purposes of making a claim.

Exclusions (applicable to Section II)

Medical expenses and travel expenses

The insurer will not be liable for:

1. Any expenses incurred where a journey is undertaken against the advice of a qualified medical practitioner or for the purpose of obtaining treatment.
2. Any expenses incurred after 12 months of the insured person first incurring either *medical expenses* or *travel expenses* arising from the same cause under this cover.
3. Any expenses which form an amount less than the deductible stated in the Certificate of Insurance.
4. Any expenses in respect of any pre-existing defect, infirmity or condition for which an insured person has received treatment, advice or consultation during the 12 months prior to the incident leading to the claim.
5. Dental and optical expenses other than those due to treatment required as a result of *bodily injury* or arising from an emergency.
6. Any expenses otherwise recoverable under any other insurance policy or national insurance programme.
7. Any expense where the insurer is unable to provide cover due to local legislation.

Conditions (applicable to Section II – Medical expenses and travel expenses)

1. The insurer will be entitled, at its own expense, to require any insured person to undergo medical examination and, in the event of the death of an insured person, to carry out a post mortem examination of the body.
2. The prior approval and consent of the insurer and/or any other appointed agent of the insurer must be obtained before *travel expenses* are incurred.
3. If at the time of a loss there is another policy of insurance effected in the Assured's name which provides cover for the event or events as insured within this section, the liability of the insurer will be limited to their rateable proportion of any such loss.
4. Any incident which is likely to result in a claim against this insurance must be reported in writing to the underwriter as soon as reasonably possible and in any event within 60 days of the date of the incident. Failure to comply with this condition may result in the claim being declined by the insurer.

Definitions

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

Medical expenses are usual, customary and reasonable expenses necessarily incurred in respect of medical, surgical or remedial attention or treatment given or prescribed by a qualified medical practitioner, hospital, nursing home, ambulance charges and dental and optical expenses.

Travel expenses are reasonable additional costs necessarily incurred:

- a. For travel and accommodation in respect of an insured person and up to two persons who, on the advice of a registered medical practitioner, are required to travel with, or remain with, or escort that insured person. In the case of travel such expense will be limited to €100,000 or currency equivalent for *travel expenses* outside the country of domicile and sub-limited to €20,000 for *travel expenses* in country of domicile.
- b. Travel for an insured person will only be deemed necessary if a qualified medical practitioner estimates that the insured person is likely to be totally disabled for a period in excess of eight weeks and/or a qualified medical practitioner certifies that the insured person should travel because local facilities are inadequate for the treatment of his condition or his prospects of recovery will be substantially improved.

- c. In the case of death, up to the limit of €7,500 or currency equivalent for either expenses incurred in respect of burial or cremation of an insured person outside his country of domicile or the reasonable expenses incurred in transporting an insured person's body or ashes to his normal place of residence from outside his country of domicile.

Section III – Crew replacement

The insurer will indemnify the Assured up to the limit as stated for crew replacement in the Certificate of Insurance in respect of reasonable travel and accommodation costs (hereinafter referred to as replacement costs) necessarily incurred in:

- a. Sending a substitute insured person in order to carry out the duties of the original insured person.
- b. Returning the substitute insured person following completion of duties as a direct result of an insured person being repatriated under the *medical expenses* and *travel expenses* cover (section II).

Replacement costs (as detailed above) shall be limited to economy return air flight and other essential expenses incurred in the transportation of the substitute insured person.

Section IV – Personal baggage

The insurer will indemnify the Assured on behalf of the insured person in respect of loss of or damage to the insured person's *personal baggage* while on an *assignment* up to the limit as stated for *personal baggage* in the Certificate of Insurance. In the event of an insured person experiencing the temporary loss of his *personal baggage* for more than 12 hours, the insurer will reimburse the insured person in respect of emergency purchases of clothing and toiletries up to €500 or currency equivalent. Any amount payable in respect of this temporary loss will be deducted from the total amount paid if the *personal baggage* proves to be permanently lost.

Exclusions (applicable to Section IV – Personal baggage)

The insurer will not be liable for:

1. Loss of or damage to cash, currency, bank notes, passports, postal orders, money orders, travellers' and other cheques, letters of credit, travel tickets, petrol and other coupons which have a monetary value, credit cards, debit cards, charge cards, cheque guarantee cards, bankers' cards, and cash card issued to the Assured or insured person
2. Loss, damage or destruction caused by:
 - a. Wear and tear or depreciation.
 - b. Moth, vermin or insect.
 - c. Gradual deterioration or decay.
 - d. Any process of cleaning, dyeing, repairing or restoring.
 - e. Delay, confiscation or detention by order of any Government or Public Authority.
3. Any loss which is not reported to the Police or transport carrier within 24 hours of discovery.
4. Chipping, scratching or breakage of articles of a brittle nature unless caused by an *accident* to the conveyance in which the article is being carried.
5. More than a reasonable proportion of the total value of the set where the lost or damaged article is part of a set or pair.
6. Any loss where property is stolen from a vehicle left unattended unless such property is locked in a glove compartment or boot which is separate from the passenger compartment.
7. Any loss where the total amount is less than the deductible stated in the Certificate of Insurance.

Conditions (applicable to Section IV - Personal baggage)

1. The insured person shall take all reasonable precautions for the safety of *personal baggage*.
2. The insurer's liability will not exceed the amount stated as the single article limit as stated in the Certificate of Insurance.
3. The insurer will be entitled, in the event of a loss under this cover, to replace or repair any article lost or damaged (whether wholly or in part) or to pay cash for such loss up to, but not exceeding the limit stated in the Certificate of Insurance.
4. The insurer will be entitled to take and keep possession of any property, and to deal with the salvage of such, following a loss within this cover.
5. In the event of the total loss or destruction of any article insured under this cover the amount payable will be calculated on a full replacement basis up to the maximum limit provided the article is not more than three years old.
6. If at the time of a loss there is another policy of insurance effected in the Assured's name which provides cover for the event or events as insured by the extension, the liability of the insurer will be limited to their rateable proportion of any such loss.

Definitions

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

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).

Personal baggage means clothing and personal effects belonging to the insured person or for which he is responsible and which are carried by him.

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.

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.

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.

Complaints

If the insured person or the Assured's executors or administrators are unhappy about the handling of a claim or any other aspect of the insurance, please contact the insurer. Details of the insurer's complaints handling policy are detailed on the website at:

www.shipownersclub.com

Claims

In the event of any claim, please contact either of our regional offices using the following contact details, or alternatively, our Emergency Medical Helpline that is operated by Speciality Assist Ltd. Speciality Assist provides experienced medical co-ordinators ensuring appropriate advice and care 24/7. The medical cover is applicable to crew whether they are onboard or not at the time of the emergency. Speciality Assist's service includes multi-lingual staff with 24hr access to medical expertise and a comprehensive network of practitioners, clinics and hospitals around the world. All costs incurred will be billed direct to Yachtowners.

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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 the insurer can call you.

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

www.shipownersclub.com/correspondents

SCALE OF PERMANENT DISABILITIES BY ACCIDENT

The percentage of the sum insured under item 2 in respect of permanent disablement shall be as follows:

Total loss of sight of both eyes	100%	Anchylosis of the wrist in favourable position (straight and in pronation)	20%	15%
Total incurable insanity	100%	Anchylosis of the wrist in unfavourable position (flexion or strained extension or supine position)	30%	25%
Loss of both arms or both hands	100%	Total loss of thumb	20%	15%
Complete deafness of both ears, of traumatic origin	100%	Partial loss of thumb (ungual phalanx)	10%	5%
Removal of the lower jaw	100%	Total anchylosis of thumb	20%	15%
Loss of speech	100%	Total amputation of forefinger	15%	10%
Loss of one arm and one leg	100%	Amputation of two phalanges or forefinger	10%	8%
Loss of one arm and one foot	100%	Amputation of the unguual phalanx of forefinger	5%	3%
Loss of one hand and one foot	100%	Simultaneous amputation of thumb and forefinger	35%	25%
Loss of one hand and one leg	100%	Amputation of thumb and a finger other than forefinger	25%	20%
Loss of both legs	100%	Amputation of two fingers other than thumb and forefinger	12%	8%
Loss of both feet	100%	Amputation of three fingers other than thumb and forefinger	20%	15%
Head		Amputation of four fingers including thumb	45%	40%
Loss of osseous substance of the skull in all its thickness		Amputation of four fingers excluding thumb	40%	35%
surface of at least 6 sq cm	40%	Amputation of the median finger	10%	8%
surface of 3 to 6 sq cm	20%	Amputation of a finger other than thumb, forefinger and median	7%	3%
surface of less than 3 sq cm	10%			
Partial removal of the lower jaw, rising section in its entirety or half of the maxillary bone	40%			
Loss of one eye	40%			
Complete deafness of one ear	30%			
		Lower limbs		
Upper limbs		Amputation of thigh (upper half)		60%
	Right	Left		
Loss of one arm or one hand	60%	50%	Amputation of thigh (lower half) and leg	50%
Considerable loss of osseous substance of the arm (definite and incurable lesion)	50%	40%	Total loss of foot (tibio-tarsal disarticulation)	45%
Total paralysis of the upper limb (incurable lesion of the nerves)	65%	55%	Partial loss of foot (sub-ankle-bone disarticulation)	40%
Total paralysis of the circumflex nerve	20%	15%	Partial loss of foot (medio-tarsal disarticulation)	35%
Shoulder anchylosis	40%	30%	Partial loss of foot (tarso-metatarsal disarticulation)	30%
Elbow anchylosis			Total paralysis of lower limb (incurable nerve lesion)	60%
in favourable position (15 degrees round the right angle)	25%	20%	Complete paralysis of the external poplitic sciatic nerve	30%
in unfavourable position	40%	35%	Complete paralysis of the internal poplitic sciatic nerve	20%
Extensive loss of osseous substance of the two bones of the forearm (definite and incurable lesion)	40%	30%	Complete paralysis of two nerves (poplitic sciatic external and internal)	40%
Total paralysis of the median nerve	45%	35%	Anchylosis of the hip	40%
Total paralysis of the radial nerve at the torsion cradle	40%	35%	Anchylosis of the knee	20%
Total paralysis of the forearm radial nerve	30%	25%	Loss of osseous substance from thigh or both bones of the leg (incurable condition)	60%
Total paralysis of the hand radial nerve	20%	15%	Loss of osseous substance of the knee-pan with considerable separation of the fragments and considerable difficulty of movements in stretching the leg	40%
Total paralysis of the cubital nerve	30%	25%	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 schedule of compensation.

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.