

HULL INSURANCE

1. PROPERTY COVERED

Subject to payment of the premium and except as otherwise stated, this insurance covers the insured vessel and the equipment and the accessories normally required to be on board for its operation and maintenance while afloat or on shore.

2. VALUATION CLAUSE

The amount stated under "Interest Insured" on the Certificate Schedule for the purpose of this insurance is the maximum Underwriters are liable to pay, less applicable deductible, in the event of a loss.

Notwithstanding the foregoing if the insured vessel is made available for sale at any time during the period of this insurance the amount stated under the heading "Interest Insured" on the Certificate Schedule for the purpose of this insurance shall be reduced to the advertised sale price or the survey valuation, whichever is the lower.

3. PERILS INSURED

This insurance covers, subject to the exclusions and limitations specified herein, theft of the vessel and/or the vessel's gear and equipment and direct physical loss or damage to the vessel from any external cause, as well as physical loss or damage directly caused by fire, lightning or explosion, provided such loss or damage has not resulted from want of due diligence, willful misconduct or an intentional act by the Insured or the owners of the vessel.

4. EXCLUSIONS

This insurance does not cover:

- (a) Loss, damage or expense caused by or resulting from a lack of reasonable care in the maintenance or operation of the insured vessel, or intentional misuse of the insured vessel;
- (b) Loss, damage or expense caused by or resulting from wear and tear, gradual deterioration (including effects of marine life), inherent vice, insects, vermin, marring, denting, scratching, electrolysis, mechanical breakdown, electrical breakdown or derangement (unless caused by lightning), corrosion, rust, mould, dampness of atmosphere or weathering;
- (c) Loss of or damage to the insured vessel's engine(s), transmission(s), strut(s), shaft(s), propeller(s), electrical equipment and apparatus including connections and wiring unless resulting from fire, lightning, explosion, theft, vandalism, sinking, stranding or collision with any natural or manmade fixed or floating object;
- (d) Theft or mysterious disappearance of any part of the insured vessel including contents unless occurring in conjunction with theft of the entire vessel or unless there be visible evidence of forcible entry or forcible taking;
- (e) Theft of an outboard motor unless it is securely locked to the insured vessel and/or insured dinghy and/or tender by a motor lock or equally efficient theft deterrent mechanism in addition to its normal method of attachment;
- (f) Wages, provisions, consumable stores, fishing gear or moorings;

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- (g) Personal effects, unless otherwise specifically declared, agreed and a separate value in respect thereof is shown on the Certificate Schedule;
- (h) Loss, damage or expense caused by or resulting from any defect in the design of the insured vessel;
- (i) Loss or expenditure incurred in remedying a fault in design or construction or any cost or expense incurred by reason of betterment or alteration in design or construction;
- (j) Sails and protective covers split by the wind or blown away while set;
- (k) Loss, damage or expense caused by or resulting from the insured vessel participating in any race or speed test whilst under power, except for sailing yachts;
- (l) Sails, masts, spars, or standing and running rigging while the insured vessel is racing, unless the loss or damage is caused by the insured vessel being stranded, sunk, burnt, on fire or in collision or in contact with any natural or manmade fixed or floating object;
- (m) Consequential loss of use, warranty, guarantee or depreciation;
- (n) Personal expenses including but not limited to, cost of your own labour, travel, hotel or accommodation costs, car rentals, communication costs, food, drink or general provisions.
- (o) Loss, damage or expense whilst under refit or repair other than normal maintenance. Any Hot Work during normal maintenance must be notified in advance.
- (p) Loss, damage, liability or expense arising from:
  - (i) Any detonation of any weapon of war employing nuclear fission and/or fusion or other like reaction or radioactive force or matter, hereinafter called a nuclear weapon of war;
  - (ii) The outbreak of war (whether there be a declaration of war or not) between any of the following countries: United Kingdom, United States of America, the Russian Federation, the People's Republic of China;
  - (iii) Requisition or pre-emption;
  - (iv) Capture, seizure, arrest, restraint, detainment, confiscation or expropriation by or under the order of the government or any public or local authority of the country in which the vessel is owned or registered;
  - (v) Arrest, restraint, detainment, confiscation or expropriation under quarantine regulations or by reason of infringement of any customs or trading regulations;
  - (vi) The operation of ordinary judicial process, failure to provide or to pay any fine or penalty, or any financial cause.

### 5. DEDUCTIBLE CLAUSE

The amount of the 'deductible' stated on the Certificate Schedule shall be deducted from each and every loss and Underwriters shall be liable for such amount of the loss only in excess of the deductible.

6. WINDSTORM DEDUCTIBLE AND SPECIFIC EXCLUSIONS CLAUSE

In the event of loss or damage to the insured vessel as a result of a named windstorm during the period 30<sup>th</sup> June to 30<sup>th</sup> November the amount of the 'windstorm deductible' stated on of the Certificate Schedule shall be deducted from each loss and Underwriters shall be liable for such amount of the loss only in excess of the deductible.

No claim resulting from the effects of a named windstorm will be paid for loss of or damage to bimini or canvas tops, awnings, loose deck furnishings, gear and equipment, roller-furled sails, outriggers and antennas unless securely stowed inside the vessel or stored in protected premises ashore.

No claim or expense resulting from the effects of a named windstorm shall be paid for loss of or damage to any vessel which has a length overall under 26 feet unless removed from the water and stored securely ashore.

No claim or expense shall be paid for loss of or damage to any vessel which remains on a swinging mooring during the passing of a named windstorm.

7. ADJUSTMENT OF LOSS

In the event of a claim Underwriters' liability shall be limited to the reasonable cost of repairing the vessel to its pre-accident condition and all claims in respect of the following items shall be adjusted on the basis of their depreciated cash market value at the time of loss or damage, less the applicable deductible:

- (a) Mast, spars, sails, standing and running rigging, stanchions and lifelines;
- (b) Machinery including but not limited to engines, gearboxes, generators, water makers and waste systems;
- (c) Outboard Motors, out-drives, propellers, shafts, rudders, struts, couplings, trim tabs, stabilizers;
- (d) Electrical equipment and apparatus including but not limited to internal and external appliances, winches, pump motors and electric deck gear;
- (e) Batteries and solar charging panels;
- (f) Tenders and dinghies;
- (g) Internal and/or external protective covers, canvas, vinyl and other materials, and;
- (h) Internal and/or external upholstery, fabrics, wall coverings, carpets and rugs.

Any cost, labour and expense incurred in respect of internal and/or external paints, finishes, gel-coat or other covering shall be subject to a depreciation of 10% per annum.

Any cost, labour and expense incurred in respect of bottom paint including but not limited to anti-foul or barrier coat finishes shall be subject to a depreciation of 50% per annum.

The cost of dry docking and/or lay-days shall be adjusted in accordance with the required time to complete the repair of covered losses.

If the hull is made in whole or in part of plywood, fibreglass, metal or other material of similar nature its repair shall be made by applying suitable patches to the damaged hull area in accordance with generally accepted good repair practice. This insuring agreement does not cover the cost or expense of painting or impregnating colour beyond the immediate damaged area or areas.

We have the right to settle any physical loss or damage claim under this insuring agreement, either by making payment to you of the estimated loss agreed between you and us, or by making repairs or replacements, like with like, for your lost or damaged property.

8. TRANSIT RISKS

This insurance covers land transportation of the insured vessel and/or its dinghies, boats and launches within a radius of 100 miles from the home port or storage yard providing the vessel and/or its dinghies, boats and launches do not exceed 30 feet in length overall. The transportation of any vessel and/or its dinghies, boats and launches over 30 feet in length overall shall only be covered hereunder subject to prior advice and the use of professional hauliers. This Insurance does not cover the vessel insured shipped by waterborne or airborne conveyance.

No claim shall be allowed in respect of scratching, bruising, chipping and denting and any liability of the Insured to third parties howsoever arising while the vessel is being transported.

9. PERSONAL EFFECTS

If an amount is stated for the purpose of this insurance under the heading 'Personal Effects' in the Certificate Schedule, coverage is extended to include the Personal Effects of the Insured and/or Insured's family and guests against all risks of direct physical loss or damage, while on board or used in connection with the insured vessel, including while in transit from the Insured's place of residence to the insured vessel, and until return to place of residence, but excluding claims arising from:

- (a) Wear and tear, gradual deterioration, inherent vice, changes in temperature, damp, mould, mildew, moth and vermin;
- (b) Breakage of articles of a brittle nature unless caused by stranding, sinking, fire, collision, stress of weather, burglars or thieves;
- (c) Loss of or damage to personal adornment items, jewelry, currency, travelers cheques, passports, securities, evidence of debt, stamps, works of art, coins, gold bullion, valuable papers, documents, computers software, consumable stores and provisions;
- (d) Loss of or damage to fishing gear, diving gear, moorings, wetsuits, water skis and water sports equipment unless caused by the vessel stranding, sinking, fire, collision, stress of weather, burglars or thieves.

Personal Effects coverage provided by this insurance is subject to the condition of average, that is to say, if the property covered shall at the time of any loss be of greater value than the sum insured hereby, the Insured shall only be entitled to recover hereunder such proportion of the said loss as the sum insured bears to the total value of the said property.

Underwriters shall not be liable for more than the replacement cost of the covered property at the time of loss less depreciation. The amount stated for the purpose of this insurance under the heading 'Personal Effects' in the Certificate Schedule is the most Underwriters will pay for losses which arise from any one accident or series of accidents caused by the same event.

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In the event of a loss Underwriters' liability shall be limited to a maximum of US\$500 any one item unless an inventory of all Personal Effects valued in excess of US\$500 has been provided and agreed at the inception of the this insurance.

### BODILY INJURY AND PROPERTY DAMAGE LIABILITY

The Underwriters agree to indemnify the Insured for any sum or sums which the Insured shall become legally liable to pay and shall pay by reason of interest in the insured vessel arising out of accidents occurring during the currency of this insurance, in respect of:

1. **BODILY INJURY**

Loss of life, bodily injury or illness, including payments made for life salvage.

2. **PROPERTY DAMAGE**

Loss of or damage to any other vessel or property whatsoever.

3. **REMOVAL OF WRECK**

Cost or expense of, or incidental to, any attempted or actual raising, removal or destruction of the wreck of the insured vessel or the cargo thereof, or any neglect or failure to raise, remove or destroy the same.

4. **LEGAL COSTS**

Provided their written consent has been obtained, Underwriters will also pay the legal costs incurred by the Insured or for which the Insured may be compelled to pay in contesting liability or taking proceedings to limit liability, including costs for representation at any Coroner's Inquest or fatal accident enquiry.

5. **OMNIBUS CLAUSE (Navigation By Others)**

It is understood and agreed that the word 'Insured', for the purposes of BODILY INJURY AND PROPERTY DAMAGE LIABILITY, includes, in addition to the Named Insured, any person, firm, corporation or other legal entity who may be operating the insured vessel with the prior permission of the Named Insured but does not include a person, firm, corporation or other legal entity, or any agent or employee thereof, operating a shipyard, boat repair yard, marina, yacht club, sales agency, boat service station, or similar organization. Notwithstanding anything contained herein to the contrary the insurance provided by this clause does not cover liability of such an additional Insured to the Insured named in this Certificate. The insurance provided by this clause is conditional upon compliance by an Insured with all the terms, conditions and warranties applicable to the Named Insured. Nothing contained in clause shall be construed to increase the limits of the Underwriters' liability as stated in the Certificate Schedule.

6. **LIABILITY EXCLUSIONS**

This insurance does not cover:

- (a) Any liability assumed by the Insured under contract or otherwise if such liability is greater than or different from liability imposed upon the Insured by law in the absence of such contact;
- (b) Any liability for bodily injury to the Insured;

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- (c) Any liability for damage to property owned or rented by, or in the care, custody and control of the Insured;
- (d) Any liability arising out of water-sport activities including but not limited to, water-skiing, aquaplaning, parasailing, kite-boarding, scuba diving, swimming, snorkeling, windsurfing, kayaking, or operating a jet-ski or similar craft;
- (e) Any liability arising out of scuba and diving activities of any type whatsoever, including instruction thereof, and the sale, supply or servicing of diving gear and equipment;
- (f) Any liability, cost or expense whatsoever arising out of the willful misconduct or intentional act of the Insured;
- (g) Any liability in respect of bodily injury to or the death of workmen or any other persons employed in any capacity whatsoever by the Insured in, on, or about, or in connection with the insured vessel or any work or repair to it;
- (h) Any liability arising out of the transportation of the insured vessel on land;
- (i) Any liability arising out of or in any way related to the sale, supply, service or consumption of food or drink on board the vessel;
- (j) Any fines, penalties, punitive or exemplary damages.

### 7. LIMIT OF LIABILITY

The liability of the Underwriters, in respect of any one accident or series of accidents arising out of the same event, shall in no case exceed the sum stated for this purpose on the Certificate Schedule, but when the liability of the Insured has been contested with the consent in writing of the Underwriters, the Underwriters will also pay a like proportion of the costs which the Insured shall thereby incur or be compelled to pay.

### 8. LITIGATION

The Underwriters shall have the option of naming the attorneys who shall represent the Insured in the prosecution or defense of any litigation or negotiations between the Insured and third parties concerning any claim covered by this Insurance, and shall have the direction of such litigation or negotiations. If the Insured shall fail or refuse to settle any claim as authorized by the Underwriters, the liability of the Underwriters, shall be limited to the amount for which settlement could have been made. The Insured shall at the option of the Underwriters, permit the Underwriters to conduct, with an attorney of the Underwriters' selection, at the

Underwriters' cost and expense and under its exclusive control, a proceeding in the Insured's name to limit the Insured's liability to the extent, and in the manner provided by the present or any future statutes relative to the limitation of a vessel owner's liability.

GENERAL CONDITIONS  
APPLYING TO ALL SECTIONS OF THIS INSURANCE

1. NAVIGATION, PRIVATE PLEASURE AND CHARTER HIRE WARRANTIES

Warranted vessel not navigated outside the limits stated in the Certificate Schedule or, provided previous notice shall be given to Underwriters, held covered on terms to be agreed.

Unless otherwise agreed in writing warranted vessel to be used solely for private pleasure and/or skippered charter purposes provided the Insured or the Insured's qualified captain is on board and in control of the vessel.

2. SEAWORTHINESS WARRANTY

Warranted all vessels covered by this insurance are maintained in a seaworthy condition throughout the period of insurance.

*"Seaworthy" means fit for the insured vessel's intended purpose. Seaworthiness applies not only to the physical condition of the Hull, but to all its parts, equipment and gear and includes the responsibility of assigning an adequate crew. For a vessel to be seaworthy, it and its crew must be reasonably proper and suitable for its intended use.*

3. SURVEY WARRANTY

It is warranted that if this insurance is subject to a satisfactory out of water condition survey and valuation, and the validity of the survey (not more than 24 months) provided for such purposes expires during the course of the policy insured period, it is the Insured's sole responsibility to ensure that a new condition survey and valuation, including confirmation that any recommendations contained therein have been properly complied with, is made available to and agreed by Underwriters prior to such expiry. Failure to comply will result in automatic cancellation of all coverage provided herein from the date of expiry of validity.

4. CONTINUATION

Should the insured vessel at the expiration of this insurance be at sea or in distress or at a port or place of refuge or of call, she shall, provided prompt notice be given to the Underwriters, be held covered at a premium to be agreed until anchored or moored at her next port of call in good safety.

5. SALE OR TRANSFER OF INTEREST

This insurance shall be void if this insurance or the insured interest is sold, transferred, or pledged to another person or organization without the express consent in writing of Underwriters.

Transfer includes any assignment or pledge as a security for a debt.

6. ASSIGNMENT

No claim or demand against the Underwriters under this insurance shall be assigned or transferred, and no person or organization shall acquire any right against the Underwriters by virtue of this insurance without the express consent of the Underwriters.

7. PROOF AND PAYMENT OF CLAIM

In case of loss, such loss is to be paid in thirty (30) days after satisfactory proof of loss and interest in the insured vessel, all indebtedness of the Insured being first deducted.

8. PREMIUM EARNED

In the event of payment by Underwriters of a loss under this insurance the full annual premium shall be deemed earned.

9. CANCELLATION

This insurance may be cancelled at any time at the Insured's request, or by the Underwriters by giving thirty (30) days written notice of such cancellation to the Insured at the address shown in the Certificate Schedule. If this insurance is cancelled by the Insured, a pro-rata daily return of the unearned hull premium shall be made, subject to minimum short period premium of 25%, but any premium paid in respect of liability coverage shall be deemed to have been earned in full at inception. If this insurance is cancelled by Underwriters a pro-rata daily return of the total premium paid shall be made.

10. CONCEALMENT OR MISREPRESENTATION

The application completed for the purposes of this insurance forms an integral part of this contract.

This insurance shall be void from inception and the full annual premium shall be deemed earned if the Insured, or his agent, has concealed or misrepresented in writing, or otherwise, any material facts or circumstances concerning this insurance or the subject thereof, or if the Insured or his agent has been guilty of a fraudulent action or attempted fraud or has sworn falsely in reference to any matter or subject relating to this insurance, whether before or after a loss.

*All material facts must be disclosed to Underwriters whether or not the subject of a specific question in the application for this insurance. A material fact is one which a prudent Underwriter would regard as likely to influence acceptance or assessment of this insurance. Non-disclosure or misrepresentation of material facts may nullify any Policy or Certificate issued. If you are in any doubt whether facts would be considered material, you should disclose them.*

11. OTHER INSURANCE

Insurers shall not be liable for any loss if at the time of the loss or damage there is any other valid and collectible insurance which would attach if this insurance had not been effected, except that this insurance shall apply only as excess and in no event as contributing insurance and then only after all such other insurance has been exhausted. This clause shall also apply if an Insured other than the Named Insured has other insurance against a loss covered by any section of this insurance.

12. DINGHIES, BOATS AND LAUNCHES CLAUSE

Whenever the term "vessel" is used in this Certificate, it shall be understood to include the vessel's dinghies, boats and launches, whether attached to the vessel or not, subject to all terms and conditions of this insurance, provided the value of such dinghies, boats and launches is included separately under "Sum Insured" on the Certificate Schedule.

Warranted, however, that dinghies, boats and launches shall be permanently marked with the name of the vessel to which they belong.

13. PROCEEDURE AND INSURED'S RESPONSIBILITIES IN THE EVENT OF A LOSS

(a) NOTIFICATION

In the event of an accident or occurrence which may result in a claim under this insurance, the Insured must give immediate notice to Underwriters or to the Underwriters' agent countersigning the Certificate Schedule, so that a surveyor and/or adjuster may be appointed to represent Underwriters should they so require.

A written signed statement must be provided as soon as possible. This statement must include:

- (i) a full description of the circumstances and extent of the loss;
- (ii) the time and place of the accident or occurrence;
- (iii) the names and addresses of anyone injured and any witnesses;

Any injury or collision must be reported to the Coastguard.

Any theft, suspected theft, malicious damage or fire must be reported to the Police or Fire Department.

In the event of a liability claim, the Insured shall forward to the Underwriters as soon as practicable all communications, processes, pleadings or other legal papers or documents relating to such occurrence.

(b) INSPECTION OF DAMAGES

Unless otherwise agreed, Underwriters will require their surveyor to inspect the damages before repairs are made.

(c) REPAIRS

It is the Insured's responsibility to authorise repairs, after notice to Underwriters or Underwriters' agent and approval of estimates for repair, but Underwriters shall not be liable for more than:

- (i) The cost of making repairs in accordance with customary and generally accepted repair practices, or
- (ii) The cost of making repairs in accordance with repair procedures recommended by the manufacturer of the insured vessel; whichever is the least amount.

This principle shall also apply in determining whether or not the insured vessel is a constructive total loss.

No recovery for a constructive total loss shall be had hereunder unless the expense of recovering and repairing the vessel shall exceed the value stated for "Interest Insured" on the Certificate Schedule.

In no case shall Underwriters be liable for un-repaired damage in addition to a subsequent total loss sustained during the period covered by this insurance.

(d) MITIGATION OF LOSS

It is the duty of the Insured, in the event of any loss, damage or occurrence, to protect the insured property from further loss. Underwriters will contribute to costs and expenses properly and reasonably incurred in minimizing or averting a greater loss which would have formed a claim under this insurance. If repairs are made, the Insured shall instruct the repair yard to retain all parts replaced for inspection by Underwriters' surveyor.

Measures taken by the Insured or Underwriters with the object of saving, protecting or recovering the property insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

The Insured shall give Underwriters all possible assistance in securing information, evidence and witnesses and shall co-operate with the Underwriters in the defence of any claim or suit or in the appeal from any judgment.

The Insured shall not make any admission of liability, either before or after any occurrence, which could result in a claim for which the Underwriters may be liable. The Insured shall not interfere in any negotiations of the Underwriters for settlement of any legal proceedings in respect of any occurrence for which the Underwriters may be liable under this insurance, provided however, that in respect of any occurrence likely to give rise to a claim under this insurance, the Insured is obligated to and shall take such steps to protect his and/or the Underwriters' interests as would reasonably be taken in the absence of this or similar insurance.

(e) RIGHT TO RECOVER FROM THIRD PARTY (subrogation)

The Insured may have the right to recover for a loss from someone else. Once Underwriters pay the loss under this insurance, this right of recovery will belong to Underwriters. The Insured must do everything possible to preserve Underwriters' right to recover.

The Insured shall give Underwriters all possible assistance in obtaining information and evidence should Underwriters desire to take proceedings at their own expense and for their own benefit in the name of the Insured to recover compensation or secure an indemnity from any third party in respect of anything covered by this insurance.

14. LIMITATION OF ACTION AGAINST UNDERWRITERS

Any action or proceeding against Underwriters under this insurance in respect of loss or damage shall be commenced within one year next after the happening of the loss and not afterwards.

15. SERVICE OF SUIT AND JURISDICTION CLAUSE

It is agreed that this Insurance shall be governed exclusively by the law and practice of the British Virgin Islands, and any disputes arising under, out of or in connection with this Insurance shall be exclusively subject to the jurisdiction of any competent court in the British Virgin Islands.

The Underwriters hereon agree that all summonses, notices or processes requiring to be served upon them for the purpose of instituting any legal proceedings against them in connection with this Insurance shall be properly served if addressed to them and delivered to them care of

**Walkers, Chambers, Mill Mall, Box 92, Road Town, Tortola, British Virgin Islands.**

**Telephone: 284 494 2204 - Facsimile: 284 494 5535 - Email: [info@walkersbvi.com](mailto:info@walkersbvi.com)**

who in this instance, have authority to accept service on their behalf.

DINGHY & OUTBOARD ENDORSEMENT

Notwithstanding anything contained herein to the contrary any claim payable for loss, damage or expense resulting from the theft, removal or misappropriation of any dinghy, tender or outboard motor insured hereunder whilst left unattended at any dock, mooring, beach, foreshore or on a trailer shall be subject to a deductible of 25% of the amount declared for the purpose of this insurance, or US\$500 whichever is the higher, and shall apply separately in respect of the insured dinghy, tender and outboard.

Claims in respect of loss or damage to dinghies, tenders and outboard motors shall be adjusted on the basis of their cash depreciated value at the time of loss.

All other terms and conditions of this insurance remain unaltered

SMALL COMMERCIAL VESSELS (SCV) ENDORSEMENT

Notwithstanding anything contained herein to the contrary it is hereby warranted that all mandatory and statutory rules and regulations regarding the operation of small commercial vessels are complied with and all necessary licenses and certificates are in effect and maintained. It is also warranted that any taxes, duties, fees, levies and subscriptions in respect of the foregoing have been paid to the appropriate authorities.

All other terms and conditions of this insurance remain unaltered

The text below in italics does not form part of the terms and conditions of this insurance and is for information purposes only

*BVI MARITIME ADMINISTRATION*

*MINISTRY OF COMMUNICATIONS AND WORKS*

*MERCHANT SHIPPING (SAFETY OF SMALL COMMERCIAL SAILING AND MOTOR VESSELS) REGULATIONS, 2004*

*Small Commercial Vessels (SCV) are defined as less than 24 meters load line (or less than 24 meters on your registered document) and do not carry cargo and do not carry more than 12 passengers. This includes all crewed charter boats doing business in the BVI and not just BVI documented vessels.*

*All SCV should comply with the MCA 'Blue Book' (sailing boats) or 'Yellow Book' (motor boats) after the 1st February 2005.*

## CARIBBEAN INSURERS MARINE LIMITED – 'LATITUDES' YACHT INSURANCE WORDING

If by prior agreement this insurance has been extended to include bareboat charter operations the following endorsement shall apply.

### MISAPPROPRIATION - BREACH OF NAVIGATION WARRANTY ENDORSEMENT

Notwithstanding anything contained herein to the contrary this Insurance is hereby amended to include coverage to the Insured providing they are not in charge of the vessel at the time, for loss of or damage to the Vessel and reasonable legal fees or reasonable expenses incurred in obtaining the release of the Vessel following impounding, arrest, detention, confiscation or any like act by any government or legally appointed authority of same as a result of any act (whether it be legal or otherwise) committed by a Charterer and/or Captain and/or Crewmember(s) and committed without the Insured's consent, knowledge or approval.

This insurance is also hereby amended to include coverage in the event of a breach of Warranty by a Charterer and/or Captain and/or Crewmember(s), whether it be intentional or otherwise, and, in the event, is to cover loss of and/or damage to the Vessel as a result thereof or during such breach of Warranty providing such breach of Warranty is committed without the Insured's consent, approval or knowledge.

No claim for loss, damage or expense arising from misappropriation or breach of navigation warranty shall be paid unless the Insured has obtained copies of passports, including passport numbers and dates and places of issue, of all members of the Charter Group and full payment for the Charter has been made by credit card, cheque or bank transfer from the account of the Charterer signing the Charter Agreement.

Unless the vessel is fitted with an approved GPS tracking system any claim for loss, damage or expense arising from misappropriation or breach of navigation warranty shall be subject to a deductible of 10% of the hull insured value each and every claim including arranged, compromised, constructive or actual total loss of the insured vessel.

In no event will the limit of the coverage stated above exceed the amount shown for Hull, Machinery and Equipment on the Certificate and nothing set forth herein will in any way otherwise alter, amend or modify the terms of this insurance.

All other terms and conditions of this insurance remain unaltered

#### PRIVACY NOTICE.

Neither the agents that handled this insurance nor the insurers that have underwritten this insurance will disclose non-public information concerning the buyer to non-affiliates of the agents or insurers except as permitted or required by law.

CARIBBEAN INSURERS MARINE LIMITED  
P.O. BOX 129 – ROAD TOWN – TORTOLA – BRITISH VIRGIN ISLANDS

TEL: 284 494 8239/2728    FAX: 284 494 6655/4393    EMAIL: [ciml@caribbins.com](mailto:ciml@caribbins.com)