

YACHT CREW WELFARE

Policy Document



2024 Edition

British Marine





Yacht Crew Welfare Policy Document

About Your Policy

This insurance is underwritten on behalf of British Marine by Brit Syndicate 2987 at Lloyd's. Brit Syndicates Ltd is registered in the UK and authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority – Register No. 204930.

This Policy has been prepared in accordance with *Your* instructions. It is a legal contract. Please read it carefully to ensure that it is in accordance with *Your* requirements and that *You* understand its limits, terms, conditions and Exclusions. *You* should contact the insurance broker or other intermediary who arranged this Insurance immediately if any correction is necessary.

This Policy consists of:

- the **General Insuring Clause** which explains the basis on which cover is provided;
- **Definitions** which define particular words and expressions applying to the whole of this Policy or, where specifically stated, applying to a particular Section;
- the **Coverage** Section of the Policy which give precise details of the cover being provided;
- the **General Conditions** and **General Exclusions** of cover applying to the whole of this Policy;
- any **Endorsements** which might apply to the Policy.

You should immediately notify the *Insurers* via *Your* insurance broker or other intermediary of any changes which may affect the insurance provided by this Policy.

Alterations to the cover required after issue of the Policy will be confirmed by separate *Schedules* and/or Endorsements which *You* should file with the Policy. *You* should refer to these *Schedules* and/or Endorsements and the Policy to ascertain precise details of cover currently in force.

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Group Yacht Crew Welfare Insurance

Policy Document

General Insuring Clause

This Group Yacht Crew Welfare Insurance contract is underwritten by the *Insurers* in consideration of the payment of premium. The *Insurers* agree to provide insurance in accordance with the terms and conditions of this Policy during the *Period of Insurance*. The *Insurers* have relied on the accuracy of all written information provided and representations made by or on behalf of the *Insured* in the application of this insurance, which include but are not limited to the proposal (if any) and all written materials provided in support thereof.

Where insurance is provided by more than one insurer, the *Insurers'* obligations under this Policy in accordance with the terms and conditions contained in or endorsed on the Policy, are several and not joint. The *Insurers* are limited solely to the extent of their individual subscriptions and are not jointly liable for the proportion of any co-subscribing insurer who for any reason do not satisfy all or part of its obligations.

This Policy, the Market Reform Contract (if any), *Schedule*, any Endorsements or Memoranda, including any documents issued in addition or substitution thereof, are considered one document and embody the legal agreement between the *Insured* and the *Insurer*. Any word or expression to which a specific meaning is attached will bear such meaning wherever it appears.

General Definitions

These Definitions are applicable to the whole Policy. Other Definitions which are applicable to specific sections of this Policy are shown within those sections. Wherever the following words appear in italics starting with a capital letter, they have the same meaning as defined here.

Where the context requires,

- a) words importing the singular include the plural and vice versa;
- b) references to persons include bodies corporate or unincorporated;
- c) words importing any gender include all genders;
- d) reference to any statute or statutory provision and orders or regulations include a reference to that provision, order or regulation as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this Policy; and
- e) reference to any statutory or other body include the successor to that body.

These Definitions are subject to the terms, conditions, limits and exclusions of the Policy.

A

Accident

means a sudden, unexpected, unusual, specific, external event which occurs at an identifiable time and place during the *Period of Insurance*.

Air Travel

means being in or on or boarding an aircraft for the purpose of flying in or alighting from following a flight.

B

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 *Covered Person* within twelve months from the date of the *Accident*.

C

Condition(s) Precedent

means that these clauses must be satisfied before the *Insurer* becomes liable to make any payment to the *Insured* under this Policy. In the event of the *Insured's* breach of any *Condition Precedent*, in respect of any claim arising or contributed to by such breach, the *Insurer* can decline liability and will not be required to make any payment to the *Insured* for such claim.

Covered Person

means the *Vessel's* captain and crew including *Seasonal Workers* but only for the duration of their contract of employment with the *Vessel's* owners/managers.

D

Deductible

means the amount specified in the *Schedule* of which this Insurance will pay the excess subject to the *Sum Insured* and any *Limit of Liability*.

I

Illness

means sickness or disease of the *Covered Person* the symptoms of which first appear during the *Period of Insurance* and which solely and independently of any other cause results in the total disablement of the *Covered Person* within twelve months after the symptoms first appear.

Insured/ You/ Your

means the *Insured* as stated in the *Schedule*.

Insurers/ We/ Us/ Our

means Brit Syndicate 2987 and any other Lloyd's Insurers as shown elsewhere in this Policy.

L

Limit of Liability

means the limit of liability for each *Covered Person* for each of the coverages stated in the *Limits of Liability Schedule*. Any *Limit of Liability* is part of and not in addition to the *Sum Insured* stated in the *Schedule*.

Limit of Liability Schedule

means the document headed 'Limit of Liability Schedule' attaching to and forming part of this Policy.

M

Medical Assistance Company

means the emergency medical assistance company named in the *Schedule*.

P

Period of Insurance

means the period as stated in the *Schedule*.

S

Schedule

means the document headed 'Schedule' attaching to and forming part of this Policy, alternatively the 'Risk Details'.

Seasonal Workers

means workers engaged to work as crew members on the *Vessel* for a defined period and declared to *Insurers* during the *Period of Insurance* as *Seasonal Workers*.

V

Vessel

means the yacht or vessel as stated in the *Schedule*.

Section 1

Medical, Travel, Follow-Home and Repatriation Expenses

Cover

In return for payment of the premium shown in the *Schedule*, *Insurers* agree to insure the *Insured* or the *Covered Persons*, subject to the terms and conditions contained in or endorsed on this Policy of insurance, against *Bodily Injury*, *Illness* and for the other Sections of cover as detailed in this Policy during the *Period of Insurance*.

The *Insurers* will indemnify the *Covered Persons* in respect of reasonable Medical Expenses, Travel Expenses, Follow-Home Cover and Repatriation Expenses as specified below necessarily incurred during the *Period of Insurance* up to the Sum Insured stated in the *Schedule*.

1 Emergency Medical Expenses

Medical Expenses include the reasonable expenses necessarily incurred as a direct result of a *Covered Person* sustaining *Bodily Injury* or contracting *Illness* during the *Period of Insurance* in respect of medical, surgical or remedial attention or treatment given or prescribed by a qualified medical practitioner, up to the *Limit of Liability* in the *Schedule* for this Section.

2 Travel Expenses

Travel Expenses are covered in the aggregate up to the *Limit of Liability* specified in the *Schedule* and include the following:

A. Emergency Travel and Accommodation

Reasonable costs necessarily incurred for travel and accommodation for urgent and immediate medical treatment as a direct result of a *Covered Person* sustaining *Bodily Injury* or contracting *Illness* during the *Period of Insurance*. Travel expenses are limited to a *Covered Person* and up to one person who, on the advice of a qualified medical practitioner, is required to travel with or remain with or escort that *Covered Person*.

Travel for a *Covered Person* will only be deemed necessary if a qualified medical practitioner certifies (or the *Medical Assistance Company* determines) that the *Covered Person* should travel because local facilities are inadequate for the treatment of a *Covered Person's* condition or their prospects of recovery will be substantially improved.

B. Travel Home

Reasonable costs to Travel Home where the *Medical Assistance Company* considers necessary, following a covered claim for Emergency Medical Expenses in respect of the *Covered Person* sustaining *Bodily Injury* or contracting *Illness* during the *Period of Insurance*.

Travel Home costs will only be recoverable where Travel Home is arranged and pre-approved by the *Medical Assistance Company*.

3 Follow-Home Cover

Where Travel Home is indemnified, the usual, customary and reasonable expenses necessarily incurred as a direct result of a *Covered Person* sustaining *Bodily Injury* or contracting *Illness* during the *Period of Insurance* in respect of medical, surgical or remedial attention or treatment given or prescribed by a qualified medical practitioner following Travel Home are limited to a maximum period of 12 (twelve) weeks from the date of the Travel Home, but only up to the *Limit of Liability* specified in the *Schedule*.

No Follow-Home Cover or any other Medical Expenses will be payable where these would otherwise be provided free of charge under a national health service or would be covered by any other state provision, or where the Insurer is not legally permitted to provide such cover.

4 Repatriation of Mortal Remains Expenses

In the case of death, reasonable costs necessarily incurred for either burial or cremation of a *Covered Person's* body outside his country of domicile, or the reasonable expenses incurred in transporting a *Covered Person's* body or ashes to his country of domicile.

Special Definitions (applicable only to this Section 1)

1 Elective Procedure

Any treatment, procedure, test or surgery including but not limited to any cosmetic or aesthetic procedure which is done at the request of the *Covered Person* and which has not been determined by a qualified medical practitioner to be medically necessary to preserve the *Covered Person's* life or physical health.

2 Travel Home

Travel to the *Covered Person's* country of domicile as specified in the *Covered Person's* contract of employment. Where the *Covered Person's* Country of domicile is not specified in the contract of employment, the *Covered Person's* country of domicile will be considered the *Covered Person's* country of citizenship.

Exclusions to Section 1

The *Insurers* will not be liable for:

- 1 Any costs or expenses whatsoever associated with any Elective Procedure.
- 2 Any expenses at all incurred after 12 (twelve) months of the *Covered Person* first incurring either Medical Expenses, Travel Expenses, Follow-Home Cover or Repatriation Expenses arising from the same cause under this Section.
- 3 Any Medical Expenses or any other expenses at all after Travel Home other than Follow-Home Cover.
- 4 Any expenses which form an amount less than the *Deductible* stated in the *Schedule*.
- 5 Any expenses in respect of any pre-existing infirmity or medical condition for which a *Covered Person* has received a diagnosis of and has had treatment, advice or consultation for during the 12 (twelve) months prior to the inclusion of the *Covered Person* under this Insurance.

Conditions to Section 1

- 1 The *Insurers* will be entitled, at their own expense, to require any *Covered Person* to undergo medical examination and, in the event of the death of a *Covered Person*, will be entitled to arrange a postmortem examination of the body.
- 2 If, at the time of a loss, the *Covered Person* is the beneficiary of another insurance which provides cover for the event(s) or expenses insured within this section, the liability of the *Insurers* will be limited to their rateable proportion of any such loss.
- 3 The prior approval and consent of the *Insurers* and/or the *Medical Assistance Company*, and/or any other appointed agent of the *Insurers*, must be obtained and is a *Condition Precedent* to *Insurers'* liability in respect of Medical Expenses, Travel Expenses, Follow-Home Cover or Repatriation Expenses. Please refer to Assistance Services below.

Assistance Services

The *Insured* and *Covered Persons* must use the services of the *Medical Assistance Company* to the full for all emergency matters, medical emergency matters, in-patient hospital treatment and travel/evacuation/repatriation. The *Medical Assistance Company* will be solely responsible for all decisions on the most suitable practical and reasonable solution to any problem, and all such assistance is subject to the prior approval of said assistance company.

The *Medical Assistance Company* may be contacted at any time should the *Covered Person* require advice or assistance regarding all emergency matters.

In the event of a *Covered Person* requiring in-patient hospital treatment and/or travel/repatriation, it is imperative that the *Medical Assistance Company* is contacted and authorisation obtained prior to such treatment and/or travel/repatriation taking place.

The *Medical Assistance Company* must be informed that this Insurance covers the person concerned and the following details must be provided:

- The *Insured's* name
- The name of the *Vessel*
- The *Covered Person's* name, location and contact details
- The name and phone number of the doctor and hospital treating the *Covered Person*
- The nature of the emergency

Failure to contact the *Medical Assistance Company* and obtain authorisation may prejudice the claim and could mean that some or all of the costs involved may not be paid.

The *Insured* and the *Covered Person* should not attempt to find their own solution and then expect full reimbursement from the *Insurers* without prior approval first having been obtained from the *Medical Assistance Company*.

In the event that liability cannot be established at the outset of an emergency it is agreed that the *Insured* will guarantee payment until such time that liability can be accepted by *Insurers*.

Section 2

Substitution of Personnel

Cover

The *Insurers* will indemnify the *Insured* up to the Sum Insured stated in the *Schedule* in respect of reasonable travel and accommodation costs necessarily incurred in:

- 1 sending a substitute *Covered Person* in order to carry out the duties of the original *Covered Person*; and
- 2 returning the substitute *Covered Person* following completion of duties,

as a direct result of a *Covered Person* being repatriated under the Medical, Travel, Follow-Home and Repatriation Expenses Section of this Policy.

Replacement costs (as detailed above) will be limited to economy return air flight and other essential expenses incurred in the transportation of the substitute *Covered Person*.

Section 3

Personal Possessions

Cover

The *Insurers* will indemnify the *Insured* on behalf of the *Covered Person* in respect of loss of or damage to the *Covered Person's* Personal Baggage whilst they are:

- A. on the *Vessel*; or
- B. in transit between their place of domicile and the *Vessel* at the start and end of their rotation with the *Insured*, during the *Period of Insurance* up to the Sum Insured as stated in the *Schedule*.

Special Definitions (applicable only to this Section 3)

1 Personal Baggage

Clothing, personal effects and money belonging to the *Covered Person* or for which they are responsible, and which are carried by them.

Exclusions to Section 3

The *Insurers* will not be liable for:

- 1 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.
- 2 Any loss which is not reported to the police or transport carrier within 24 (twenty-four) hours of discovery.
- 3 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.
- 4 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.
- 5 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.
- 6 Any loss where the total amount is less than the Deductible shown in the *Schedule*.

Conditions to Section 3

- 1 The *Covered Person* must take all reasonable precautions for the safety of Personal Baggage.
- 2 In the event of a loss under this Section the *Insurers* will be entitled, 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 Sum Insured stated in the *Schedule*.
- 3 The *Insurers* will be entitled to take and keep possession of any property, and to deal with the salvage following a loss under this Section.
- 4 In the event of the total loss or destruction of any article insured under this Section, the amount payable will be calculated on a full replacement basis up to the maximum Sum Insured, provided the article is not more than three (3) years old.
- 5 If, at the time of a loss, there is another insurance effected in the *Insured's* name which provides cover for the event or events as insured under this Section, the liability of the *Insurers* will be limited to their rateable proportion of any such loss.

Section 4

Personal Accident and Illness

Cover

If a *Covered Person* sustains *Bodily Injury* or suffers *Illness* during the *Period of Insurance*, following completion of *Insurers'* investigation *Insurers* will pay the *Covered Person* in accordance with the Tables of Compensation below.

Provided always that:

1. No weekly benefit will be payable until the total amount thereof has been ascertained and agreed. If, nevertheless, partial payment of the weekly benefit is made before the total sum has been ascertained, the amount so paid will be deducted from any lump sum paid in respect of the same *Accident* or *Illness*.
2. The total sum payable in respect of any one or more claims in respect of any one *Covered Person* will not exceed the largest sum insured under any one of the items contained in the Tables of Compensation (below) and listed on the *Schedule*.
3. Compensation will only be payable under items of the Tables of Compensation (below) if the loss occurs and is proven within 12 (twelve) months of the date of an *Accident*, or manifestation of *Illness*. Should any disablement or loss of sight not be proven to be permanent, or if death does not occur within a period of 12 (twelve) months following an *Accident*, then no benefit will be payable by *Insurers*.

Special Definitions (applicable only to this Section 4)

1 Loss of Limb

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.

2 Permanent Total Disablement

disablement which entirely prevents the *Covered Person* from attending to any business or occupation of any and every kind, and which lasts 12 (twelve) months, and at the expiry of that period is beyond hope of improvement.

3 Temporary Total Disablement

disablement which entirely prevents the *Covered Person* from attending to their business or occupation.

Conditions to Section 4

The weekly benefit payment for Temporary Total Disablement caused by *Illness* or *Accident* in respect of *Seasonal Workers* is limited to the following:

- A. a maximum benefit payment period of 16 (sixteen) weeks; or
- B. if the *Seasonal Worker* remains a *Covered Person* under this *Insurance*, such period of time until:
 - a. the *Covered Person* is fit to return to work; or
 - b. the *Covered Person's* contract of employment is terminated/comes to an end,whichever comes sooner, and in any event up to a maximum of 52 (fifty-two) weeks, from the date on which the *Covered Person* became disabled, and excluding the first seven (7) days of disablement.

Tables of Compensation

In respect of each *Covered Person* this Insurance provides cover in respect of the following benefits in accordance with Section 4.

CAPITAL SUM (see <i>Schedule</i>)	
Accident	% of Capital Sum payable
Death	100
Total and irrecoverable loss of sight in both eyes	100
Total and irrecoverable loss of sight in one eye	50
Loss of two limbs	100
Loss of one limb	50
Total and irrecoverable loss of sight in one eye and loss of one limb	100
Permanent Total Disablement	100

CAPITAL SUM (see <i>Schedule</i>)	
Illness*	% of Capital Sum payable
Total and irrecoverable loss of sight in both eyes	100
Permanent Total Disablement by paralysis	100

Notwithstanding the above, in no event will the Capital Sum Payable in respect of Accident or Illness exceed the equivalent of three times the Covered Person's annual salary if the amount is less than the sum shown on the Schedule.

WEEKLY BENEFIT	
Accident or Illness*	Weekly Benefit payable
Temporary Total Disablement	<i>See Schedule</i>

*Illness as used above means an illness of the *Covered Person* which manifests during the *Period of Insurance* and causes the total disablement of the *Covered Person* within 12 (twelve) months of it first manifesting.

Claims Conditions

1) Notification of Claims

In The Event of a Medical Emergency:

For 24-hour emergency assistance please contact the *Medical Assistance Provider* as soon as possible via one of the methods listed in the *Schedule*.

For Non-Urgent Claims:

For all other non-emergency medical claims please contact the agent or organisation who arranged this Insurance for *You* as soon as possible. *You* may be asked to complete a claim form.

You must keep all receipts, medical certificates and relevant correspondence, and provide these promptly to *Insurers* if asked to produce these documents in support of *Your* claim.

2) Payment of Claims

Unless *We* and *You* have agreed otherwise, *We* will pay all benefits directly to the policyholder.

Failure to obtain pre-approval for expenses relating to in-patient hospitalisation or repatriation or when seeking private medical or dental treatment and/or advice whilst in your country of domicile/repatriation, may result in delays in claims payments, a reduced claims payment, or a refusal by the *Insurer* to accept liability for the loss.

General Conditions

The following General Conditions apply to this Policy unless stated otherwise.

1 Alteration of Risk

If at any time:

- a. any change is made in the description of the *Insured's* operations;
- b. anything occurs materially varying the information supplied to *Us* at the time this Insurance was effected,

it is a *Condition Precedent* that *You* must give written notice to *Us* as soon as reasonably practical and in any event no later than 14 (fourteen) days from the *Insured's* knowledge of a. and/or b. above.

We reserve the right to amend the terms of this Policy at the time of such notification, and no indemnity will be provided until You have accepted the terms, which offer and acceptance must be signified by an Endorsement attaching to this Policy.

If a Covered Person regularly engages in any occupation, sport, pastime or activity in which materially greater risk may be incurred than disclosed in connection with this insurance without the Insured 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), then no claim will be payable in respect of any Accident arising therefrom.

2 Aggravation of Consequences

If the consequences of an Accident are aggravated by any condition or physical disability of the Covered Person which existed before the Accident occurred, the amount of any compensation payable under this Insurance in respect of the consequences of the Accident will be the amount which it is reasonably considered would have been payable if such consequences had not been so aggravated.

3 Cancellation

You can cancel this Insurance at any time by contacting *Your* agent or the organisation which sold you this Insurance.

Insurers can cancel this Insurance by giving you 30 (thirty) days' notice in writing. *Insurers* will only do this for a valid reason. Examples of valid reasons are as follows:

- non-payment of premium;
- a change in risk occurring which means that *Insurers* can no longer provide *you* with insurance cover;
- non-cooperation or failure to supply any information or documentation requested by *Insurers*.

Refund of premium

This Insurance has a cooling off period of 14 (fourteen) days from either:

- the date you receive this Insurance documentation; or
- the start of the *Period of Insurance*,

whichever is the later.

If *You* cancel this Insurance within the cooling off period then, provided *You* have not made a claim, *Insurers* will refund in full any premium *you* have paid.

If this Insurance is cancelled outside the cooling off period then, provided *You* have not made a claim, *You* will be entitled to a refund of any premium paid, subject to a deduction for any time for which *You* have been covered. This will be calculated on a proportional basis. For example, if *You* have been covered for six (6) months, the deduction for the time *You* have been covered will be half the annual premium.

If *Insurers* pay any claim, in whole or in part, then no refund of premium will be allowed.

4 Cessation of Employment

A *Covered Person* ceases to be a *Covered Person* when his or her contract of employment with the owners/managers of the *Vessel* comes to an end. If at the time of the contract of employment coming to an end a claim has been notified to and accepted by *Insurers* under this Insurance and is ongoing, *Insurers* will continue to meet the claim in

accordance with the terms of this Insurance unless the *Covered Person's* contract was terminated for misconduct. However, from the date of termination *Insurers* will not be liable in respect of any new loss.

5 Contracts (Rights of Third Parties) Act 1999

A person who is not party to this Policy has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Policy, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

6 Condition Precedent

Conditions precedent to liability must be satisfied before the *Insurer* becomes liable to make any payment to the *Insured* under this Policy. In the event of the *Insured's* breach of any *Conditions Precedent* in respect of any claim the *Insurer* will be entitled to decline liability and will not be required to make any payment to the *Insured* for such claim.

7 Drugs and Alcohol Policy

The *Insured* warrants that it has in place a drugs and alcohol policy, the existence of which has been drawn to the attention of all *Covered Persons* and which is easily accessible to all *Covered Persons*.

8 Fraudulent claims

If the *Insured* makes a fraudulent claim under this insurance, the *Insurer*

- i) Is not liable to pay the claim; and
- ii) may recover from the *Insured* any sums paid by the *Insurer* to the *Insured* in respect of the claim; and
- iii) may, by notice to the *Insured* treat the contract as having been terminated with effect from the time of the fraudulent act; and
- iv) need not return any of the premium paid.

9 Fraudulent claims – group insurance

If a fraudulent claim is made under the contract by or on behalf of a *Covered Person*, the *Insurer* may exercise the rights set out in clause 7 above as if there were an individual insurance contract between the *Insurer* and the *Covered Person* who or on whose behalf the fraudulent claim has been made. However, the exercise of any of those rights will not affect the cover provided under the contract for any other *Covered Person* not party to the fraudulent claim.

10 Insurance Act 2015

Nothing in this insurance contract is intended to limit or affect the statutory rights or obligations of any of the parties to this contract under, and/or the effect of, Parts 2, 3, 4 or 5 of the Insurance Act 2015.

11 Notice to Insurers

It is a *Condition Precedent* that notice must be given to the *Insurers* as soon as reasonably practicable of any Accident or Illness which causes or may cause disablement within the meaning of this Insurance, and the *Covered Person* must as early as possible place themselves under the care of a duly qualified medical practitioner.

Notice must be given to the *Insurers* as soon as reasonably practicable in the event of the death of the *Covered Person* resulting or alleged to result from an *Accident*.

12 Medical Records

It is a *Condition Precedent* to *Insurers'* liability to pay compensation to the *Insured* or their representatives, that all medical records, notes, and correspondence referring to the subject of a claim or a related pre-existing condition be made available on request to any medical adviser appointed by or on behalf of *Insurers*, and that such medical adviser or advisers, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to examine the *Covered Person*.

13 Law and jurisdiction

This Policy is governed by and construed in accordance with the laws of England and Wales unless otherwise agreed by *Us* in writing. In the event of any dispute concerning the interpretation of this Policy, both *You* and *We* agree to submit to the exclusive jurisdiction of the Courts of England and Wales, and to comply with all requirements necessary to give such court jurisdiction.

14 Payment of Premium

No indemnity is provided by this Policy until the premium has been paid to and received by or on behalf of *Us*.

If the premium is not paid and accepted by or on behalf of *Us* on or before its payment date shown in the Policy *We* can give written notice to *You* at *Your* address shown on the *Schedule*, cancelling the Policy.

15 Remedies for breach of the duty of fair presentation

- A. The *Insured* owes the *Insurer* a legal duty to make a fair presentation of the risk. That is, to disclose to the *Insurer* all information which the *Insured* knows, or ought to know, which is relevant to the *Insurer's* decision whether or not to provide this insurance.
- B. If the *Insured* deliberately or recklessly breaches the duty of fair presentation, the *Insurer* is entitled to avoid the insurance contract, refuse to pay all claims, and retain any premium paid.
- C. If the *Insured's* breach of duty is not deliberate or reckless, the *Insurer* is entitled to a remedy based on what it would have done had the *Insured* complied with the duty.
 - i) If the *Insurer* would not have entered into the contract at all, the *Insurer* may avoid the contract and refuse all claims, but will return the premium paid.
 - ii) If the *Insurer* would have entered into the contract but on different terms (other than terms relating to the premium), the contract may be treated as if it was entered into on those different terms from the outset.
 - iii) If the *Insurer* would have entered into the contract but would have charged a higher premium, the *Insurer* may reduce proportionately the amount to be paid on a claim.

General Exclusions

This Insurance does not cover any loss or losses directly or indirectly arising out of or consequent upon or contributed to by:

1 Air Travel

The *Covered Person* engaging in *Air Travel* except as a passenger.

2 Chemical and Biological

Chemical or biological emission, release, discharge, dispersal or escape, or chemical or biological exposure of any kind, chemical and/or biological and/or radiological irritants, contaminants or pollutants.

3 Criminal Acts

The *Covered Person's* own criminal act.

4 Cyber

The use of, or inability to use, any application, software or programme in connection with any electronic device (for example a computer, laptop, smartphone, tablet or internet-capable electronic device).

5 Drugs and Alcohol

A. The *Covered Person* being under the influence of drugs which have not been prescribed for that *Covered Person* by a properly qualified medical practitioner, or which have been prescribed for that *Covered Person* but have been consumed in a quantity which exceeds any recommended dosage.

B. The *Covered Person* having consumed alcohol.

6 Hazardous Activities and Sports

Any activity undertaken by the *Covered Person* which exposes the *Covered Person* to an increased risk of bodily injury or harm to health, including any leisure activity, regardless of the *Covered Person's* proficiency, unless otherwise agreed in advance in writing by *Insurers*.

7 Infectious or Contagious Disease during a PHEIC

An infectious or contagious disease, an outbreak of which has been declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organization (WHO).

This exclusion applies to claims made after the date of any such declaration(s), other than where a relevant diagnosis has been made by a qualified medical practitioner before the date of any such declaration(s), and will continue to apply until the WHO cancels or withdraws any relevant PHEIC.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

8 Military Operations

The *Covered Person* engaging in or taking part in naval, military or air force service or operations.

9 Pre-Existing Conditions

Any condition, whether diagnosed or not, for which the *Covered Person* has sought advice, diagnosis, treatment or counselling, or which the *Covered Person* was aware of, or should have been aware of, at the start of the *Period of Insurance*, or for which the *Covered Person* has been treated at any time during the 12 (twelve) months prior to the *Period of Insurance*.

10 Psychological Conditions

Any neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or any other mental or emotional diseases or disorders of any type whatsoever.

11 Radioactive Contamination

A. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

- B. the radioactive, toxic, explosive or other hazardous substance or contaminating properties of any explosive nuclear installation, reactor or other nuclear assembly or nuclear component; or
- C. any weapon of war or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

12 Sanctions

The *Insurer* will not provide cover nor will the *Insurer* be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such benefit would expose the *Insurer* to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

13 Suicide or Intentional Self-Injury

Suicide or attempted suicide or intentional self-injury of the *Covered Person*.

14 Venereal Disease and AIDS

Venereal disease or Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) however this syndrome has been acquired or may be named.

15 War and Terrorism

- A. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- B. Any act of terrorism.

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 similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to **A** and/or **B** above.

If *We* allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary will be upon the *Insured*.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder will remain in full force and effect.

Endorsements: Optional Extensions

The following Extensions will apply to this Insurance only if indicated on the *Schedule*, and may be subject to payment of an additional premium.

1. GUEST EXTENSION

Insurers agree to provide the following cover in respect of Guests:

- A.** Section 1 – Medical, Travel, Follow-Home & Repatriation Expenses – up to a maximum of the aggregate amount per person stated in the *Schedule*; and
- B.** Section 4 – Personal Accident (Illness cover is not provided) – up to the amount per person stated in the *Schedule*. No benefit will be payable for Temporary Total Disablement.

Cover commences from the time the Guest boards the *Insured's Vessel*, at all times during the stay (including excursions and trips away from the *Vessel*) and ceases immediately as and when the Guest disembarks the *Insured's Vessel* for onward travel.

"Guest" means any person who is invited on board the *Insured's Vessel* during the *Period of Insurance* for a period of greater than 12 (twelve) consecutive hours.

Exclusions:

- 1. Persons acting in an official capacity e.g., port/harbour officials, emergency services, customs and excise officers and the like.
- 2. Any person(s) under a contract to provide services or goods for the *Insured*, e.g., tradesmen, water-taxi or the like.
- 3. Crew and officers under a contract of employment with the *Insured*.
- 4. Any expenses incurred after 12 (twelve) months of the Guest first incurring Medical, Travel, Follow-Home or Repatriation Expenses arising from the same cause.

Provisions:

- 1. The Accidental Death sum insured for any Guest aged 18 (eighteen) years of age or younger is limited to the total amount stated in the *Schedule*.
- 2. The maximum duration of cover for any Guest is limited to 30 (thirty) days within the *Period of Insurance*.

2. DAY WORKERS' EXTENSION

Insurers agree to provide cover for up to five (5) day workers at any time during the *Period of Insurance* whilst on board the *Vessel* and whilst under contract with the *Insured*.

Cover provided for such day workers is set out under Section 4 – Personal Accident and Illness and is for an amount not to exceed the per person amount stated in the *Schedule* (no benefit will be payable for Temporary Total Disablement).

In addition, Medical Expenses only necessarily incurred as a direct result of sustaining *Bodily Injury* whilst working on the *Insured's Vessel* are also provided for by this Insurance. The limit of indemnity will not exceed the aggregate amount per person stated in the *Schedule*, subject to an excess of EUR 100 per person, each and every loss.

Further Information

Complaints

We strive to provide an excellent service to all *Our* customers but occasionally things can go wrong. We take all concerns seriously and endeavour to resolve all customers' problems promptly. If *You* have a question or concern about *Your* policy *You* should, in the first instance follow the guidance notes or instructions in the insurance documentation *You* have been sent. *Your* broker will also be able to advise *You* and provide assistance in this regard.

Alternatively, if *You* wish to contact *Us* directly *You* should either write or telephone:

The Complaints Department
Brit Syndicates Limited
The Leadenhall Building
122 Leadenhall Street
London EC3V 4AB

Telephone: 0044 (0) 20 385 70000

Email: BGS.Complaints@britinsurance.com

In the unlikely event that *You* remain dissatisfied and wish to make a complaint *You* can do so at any time by referring the matter to *Us* at the above stated address or the Complaints Team at Lloyd's at the following address:

Complaints
Fidentia House
Walter Burke Way
Chatham Maritime
Chatham
Kent ME4 4RN

Email: complaints@lloyds.com

Telephone: +44 (0)20 7327 5693

Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedure are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

Should *You* remain dissatisfied after Lloyd's has considered *Your* complaint and *You* are NOT a policyholder in the UK, *You* should, in the first instance, seek advice from *Your* broker as to whom *You* should direct your complaint.

If *You* are a policyholder in the UK, *You* may be able to refer the matter to The Financial Ombudsman Service. The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services, they can normally deal with complaints from private individuals and from small organisations; further information is available from:

Financial Ombudsman Service (FOS)
Exchange Tower
London E14 9SR

Helpline: 0800 0234 567 / 0044 20 7964 0500 (if outside UK)

Switchboard: 0044 (0) 20 7964 1000

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Making a complaint to the Financial Ombudsman Service (FOS) does not affect *Your* rights under this policy but if *You* are not an eligible complainant then the informal complaint process ceases.

Data Protection Information

Who We are

We are the Lloyd's underwriter(s) identified in the contract of insurance and/or in the *Schedule*.

The basics

We collect and use relevant information about *You* to provide *You* with *Your* insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes details such as *Your* name, address and contact details and any other information that *We* collect about you in connection with the insurance cover from which *You* benefit. This information may include more sensitive details such as information about *Your* health and any criminal convictions *You* may have.

In certain circumstances, *We* may need *Your* consent to process certain categories of information about *You* (including sensitive details such as information about *Your* health and any criminal convictions *You* may have). Where *We* need *Your* consent, *We* will ask *You* for it separately. *You* do not have to give *Your* consent and *You* may withdraw *Your* consent at any time. However, if *You* do not give *Your* consent, or *You* withdraw *Your* consent, this may affect *Our* ability to provide the insurance cover from which *You* benefit and may prevent *Us* from providing cover for *You* or handling *Your* claims.

The way insurance works means that *Your* information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. *We* will only disclose *Your* personal information in connection with the insurance cover that *We* provide and to the extent required or permitted by law.

Other people's details you provide to us

Where *You* provide us or *Your* agent or broker with details about other people, *You* must provide this notice to them.

Want more details?

For more information about how *We* use *Your* personal information please see our full privacy notice(s), which is/are available online on our website(s) – www.britinsurance.com - or in other formats on request.

Contacting us and your rights

You have rights in relation to the information *We* hold about *You*, including the right to access *Your* information. If *You* wish to exercise *Your* rights, discuss how *We* use *Your* information or request a copy of our full privacy notice(s), please contact us, or the agent that arranged *Your* insurance who will provide *You* with our contact details at:

Data Protection Officer
Brit Syndicates Limited
The Leadenhall Building
122 Leadenhall Street
London EC3V 4AB

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). *You* may be entitled to compensation from the scheme if *We* cannot meet *Our* obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.

Financial Services Compensation Scheme
PO Box 300
Mitcheldean
GL17 1DY
Tel: 0800 678 1100
Website: www.fscs.org.uk

Appendix One

US PATIENT PROTECTION AND AFFORDABLE CARE ACT

The insurance provided under this Policy is not subject to and does not provide insurance benefits required by the United States Patient Protection and Affordable Care Act ('ACA').

The ACA requires certain US citizens, nationals, and residents to obtain ACA-compliant insurance coverage. In certain circumstances, penalties may be imposed on US citizens, nationals, and residents who do not maintain ACA-compliant insurance coverage. Citizens, nationals and residents of the United States should consult an attorney, insurance agent or tax professional to determine if the ACA's requirements are applicable to them. This insurance policy is not ACA-compliant and does not replace or substitute for ACA-compliant coverage. Any Covered Person who has ACA coverage should not cancel that coverage without first consulting an attorney, insurance agent or tax professional to determine if the ACA's requirements apply to them.

The ACA also includes requirements for certain employers regarding the provision of health insurance benefits to employees. The ACA may impose penalties on employers who do not meet its requirements. This insurance policy is not intended to and does not meet the ACA's requirements for employers. Employers should consult an attorney or tax professional to determine whether the ACA's requirements are applicable to them. Any Insured under this insurance policy expressly acknowledges that Insurers shall not be responsible for any fines, taxes, penalties or other costs that might be incurred as a result of not complying with the ACA. Because this insurance policy is not intended to be ACA-compliant, any Insured under this policy hereby expressly waives any claim or cause of action against Insurers for any liabilities resulting from violations of the ACA and hereby covenants not to sue Insurers for any claims or causes of action based on compliance, or non-compliance, with the ACA.

The insurance benefits provided by this insurance policy are expressly defined and limited by the terms, conditions and exclusions herein. This insurance policy may only be altered or amended by a duly executed, written endorsement. Any prior representations, whether oral or written, are not intended to have any effect. To the extent that any prior oral or written representations are inconsistent with the terms of this policy, this policy shall govern. The Insured(s) specifically disclaim any reliance.

