

Sailing

Schedule of Benefits		Sum Insured	
Sailing Equipment - Maximum per item, pair or set - Equipment hire	\$ \$ \$	5,000 750 500	Yes No
Replacement crew member	\$	2,500	Yes
Yacht charter excess waiver	\$	5,000	No
Personal liability	\$ 5	5,000,000	Yes

Sailing Equipment Hire

You are covered up to the amount shown in the Schedule of Benefits for the cost incurred to hire Sailing Equipment following:

- a) Loss or theft of Your Sailing Equipment during the Trip.
- b) Misdirection or delay in transit of Your Sailing Equipment for a period of at least 12 hours whilst en route to the destination where You intend to participate in sailing activities.

Replacement Crew Member

You are covered for Reasonable additional accommodation and travelling expenses incurred by You (or Your estate) to send a substitute crew member to participate in the pre-booked sailing activity following Your death, Bodily Injury, Illness or Permanent Total Disablement.

Boat Charter Excess Waiver

You are covered for reimbursement of the monetary amount You are legally liable to pay as an excess, deductible or deposit to that part of the chartered boat insurance policy (or any other applicable insurance policy) in the event a chartered yacht sustains loss, theft or damage.

Personal Liability

You are covered up to the amount shown in the Schedule of Benefits for all costs You are held legally liable to pay in respect of Bodily Injury to third parties and/or damage to their property arising from an Accident during the Trip. This benefit is inclusive of all legal costs You incur and which arise solely as a result of the event giving rise to the claim.

Exclusions

You are not covered for claims in respect of or that result directly or indirectly from:

- 1. An event or loss which is excluded by any of the exclusions applicable to the standard policy wording.
- 2. Any sailing or work undertaken on a yacht or boat for which You receive money or any other form of remuneration without Our prior agreement.
- 3. Any sailing or cruising within or transit through high threat waters as noted on the LMA Joint War Committee listed areas document current at the time of transit (<u>www.lmalloyds.com/lma/jointwar</u>) unless specifically agreed by Us prior to entry into such waters.
- 4. Any claim under the Sailing Equipment benefit which is excluded by Section 7 of the standard policy.
- 5. Voluntary or enforced abandonment of Sailing Equipment.
- 6. Loss or damage to Sailing Equipment whilst in use.
- 7. Loss of Valuables and/or Electronic Equipment overboard.



Exclusions (Cont)

- 8. Any claim under the Replacement Crew Member benefit which is excluded by Section 1 of the standard policy.
- 9. Additional travelling expenses for a replacement crew member where We have also paid a claim for the value of Your cancelled / forfeited travel and accommodation expenses in respect of the same period.
- 10. Any claim under the Boat Charter Excess Waiver benefit which arises from You operating or using the boat in violation of the charter agreement or arising directly or indirectly from wear, tear, gradual deterioration, insects, vermin, wilful damage by You, latent defects or damage.

Additional Personal Liability Exclusions

You are not covered for claims in respect of or that result directly or indirectly from:

- 1. Any liability which has been assumed by You under agreement unless the liability would have attached in the absence of such agreement.
- 2. Any liability which arises from the pursuit of any business, trade, profession, occupation or supply of goods and services.
- 3. Any liability arising from ownership, possession or use of a mechanically propelled or motor driven boat or vessel.
- 4. Any claim resulting from a wilful or malicious act.
- 5. Any claim for Bodily Injury, Illness, disease or death of You, Your Travelling Companion, Your Relative, Your employees or members of Your household.
- 6. Any liability for Bodily Injury, Illness, disease or death of; or damage to property owned by You, the skipper, the boat owner or Your crew members while participating in, preparing for or training for sailing racing, if racing is declared to and accepted by Us and noted on Your Certificate of Insurance.

Specific Conditions applying to Personal Liability claims

- 1. You must give Us written notice as soon as possible of any incident which may give rise to a claim.
- 2. You must forward every letter, writ, summons, and process to Us as soon as You receive it.
- 3. You must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without Our written consent.
- 4. We retain the right to assume conduct of any defence or negotiate settlement.
- 5. You must obtain Our written agreement to any legal costs You wish to claim before they are incurred.

COVERS AVAILABLE ON REQUEST AND SUBJECT TO ASSESSMENT:

Racing

Cover is provided under the policy for participation in non-professional competitive racing declared to and accepted by Us prior to cover being granted. General Exclusion 32 is thus amended to note the inclusion of accepted yacht/boat racing. All other terms and conditions remain unchanged.

Outside Territorial Waters

Cover provided by this policy is extended to include sailing in non-territorial waters provided this is declared to and accepted by Us prior to cover being granted.