

PLEASURE CRAFT

INSURANCE POLICY



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Thank you for choosing NAGICO Insurances for your Pleasure Craft insurance

This policy is an agreement between you (the person(s) shown in the Schedule as the insured) and us (NAGICO Insurances). It is based on the information you gave us and your agreement to pay the premium. Remember, you must tell us if this information changes. If you do not, your policy may not be valid and we may not pay any claims you make.

You must read all the policy documentation as one contract. Please make sure that it provides the cover you asked for. If not, please contact your insurance advisor or us as soon as possible.

Certain words have specific meanings when they appear in this policy. These meanings are shown below or in the section where they apply. They are printed in bold.

In this policy the words 'you', 'your' and 'yours' refer to the person or persons shown in the Schedule as the insured. The words 'we', 'us' and 'our' mean NAGICO Insurances.

Definitions

Agreed Value: this is the amount shown in the Schedule, which represents the value of your Vessel as declared by you and agreed by us.

Commencement and End: cover will commence at 0001 hours and end at 0000, unless otherwise agreed, on the dates shown in the Schedule or renewal notice.

Excess: an amount to be deducted or collected in the event of any claim.

In Commission: when the Vessel is fitted out and ready for use.

Laid Up Out of Commission: when the Vessel is not fitted out and ready for use.

Loss or Damage: accidental damage caused by forcible, violent or external means.

Marina: a secure and sheltered mooring complex, providing controlled access to berths or pontoons. Excluding facilities with floating or temporary breakwaters.

Policy Documentation: policy Schedule, endorsements, renewal notice and certificate of insurance (where issued).

Racing: any organized competitive events with a designated start and finish; speed tests or connected trials.

Terrorism: the use or threat of violence or force, designed to influence the government or to intimidate the public, for the purpose of advancing a political, religious or ideological cause.

Total Loss: the Vessel is irretrievably lost or destroyed. A constructive total loss is where the cost of replacement or repair exceeds the sum insured.

Underwater Gear: the Vessel's propulsion, stability and steering equipment that is under the water.

Vessel: the Vessel described in the Schedule including:

- her machinery and outboard motors not exceeding 10 hp unless otherwise shown in the Schedule.
- tender(s) not exceeding 16 feet in



length nor exceeding \$2,000 in value unless otherwise shown in the Schedule.

- gear and equipment that would normally be sold with the Vessel.



Section A

Accidental Damage Cover

I What is covered:

We will pay You for loss or damage to your Vessel directly caused by an accident, including, but not limited to, fire, theft, piracy, explosions and malicious acts. You are also insured for gear, equipment or machinery stolen from Your boat or from a locked storage place on shore. We will only provide cover if the theft is by someone forcing their way into or out of Your boat or locked storage place, or if they remove it by force.

Cover applies while Your Vessel is:

- a. ashore or afloat.
- b. in commission. This cover is provided for you or any person in control of the Vessel with your permission.
- c. laid out of commission.
- d. being lifted, hauled out or launched.

all in accordance with the limits and requirements shown within the policy documentation.

What you are not covered for:

- a. the Excess shown within the Schedule.
- b. loss of use of the Vessel.
- c. wear, tear, depreciation or gradual deterioration.
- d. loss or damage to personal effects, consumable stores, fishing gear or moorings.
- e. loss or damage to a jet drive or propulsion unit, as a result of ingestion of an underwater or floating object.
- f. loss or damage to the Vessel's moorings.
- g. sails or protective covers split by the wind or blown away while they are set, unless the spars which they are attached to are damaged at the same time.

- h. the cost of making good any defect in repair or maintenance, resulting from work carried out by any person employed by you.
- i. the cost of making good any fault or damage arising from any fault or error in design or construction.
- j. replacing, repairing or renewing a faulty part, faulty design, faulty construction or defective materials.
- k. loss or damage to tenders unless permanently marked with the name of the parent Vessel.
- l. theft of outboard motors attached to the Vessel or her tender(s) unless an anti-theft device, which prevents retaining bolts/clamps being undone, in addition to its normal method of attachment, securely locks it.
- m. theft of outboard motors unless you have safely recorded the serial number.
- n. theft from the interior of the Vessel unless violence and force are used to break into the Vessel or place of storage.
- o. theft of fixed gear and equipment from the exterior of the Vessel unless violence or force are used.
- p. theft of the trailer, and any insured items attached to it, whilst unattended unless the trailer has been securely fastened by a wheel clamp or hitchlock.
- q. a reduction in the Vessel's market value following repair, or loss of value, warranty coverage or rating.
- r. loss or damage to electrical equipment unless directly caused by a sudden identifiable, unintended and unexpected occurrence at a specific time and place during the period of insurance.
- s. failure, fault or breakage of electrical



- equipment.
- t. loss or damage resulting from electrolysis, osmosis or like conditions.
- u. damage sustained in consequence of insufficient packing of items dispatched to or by repairers or suppliers.
- v. any outboard motor dropping off or falling overboard.

Conditions which apply to Section A

1. We will pay the reasonable cost of repair for loss or damage. In the event of a Total Loss or constructive Total Loss, we will either pay the Agreed Value of the Vessel or provide a replacement Vessel of a similar age, size and type. Reasonable replacement or repair to be considered sufficient, even if the appearance and condition of the Vessel is not the same as prior to the claim.
2. In no case will we pay for unrepaired damage in the event of a subsequent Total Loss.
3. In the event of loss or damage to the outboard motors we will pay the current replacement price less 10% per annum.
4. We will only make deductions for new replacing old in respect of sails, running rigging, protective covers, canopies, side screens, personal effects, unspecified tenders or items or parts that are no longer available or legally compliant. Subject to a maximum one-third deduction.
5. If you choose not to repair a loss, we will only pay you the depreciation in market value or the cost of repair, whichever is the lesser figure.
6. In order for cover to apply, the Vessel must be equipped with a recognized anti-theft system and/or global positioning (tracking) system that is maintained in efficient working order throughout the period of insurance and any subsequent renewal periods.

At all times, the Vessel must be securely locked and/or protected against any form of burglary or theft.

7. In order for cover to apply, the Vessel must be equipped with a Total Flooding System in the engine room and this system must be maintained in efficient working order throughout the period of insurance and any subsequent renewal periods.

2 Motors and Electrical Machinery

What is covered:

- loss or damage to motors, electrical machinery and equipment, batteries and their connections resulting from:
- sudden, accidental incursion of water into the Vessel, directly caused by an identifiable and unexpected occurrence.
- frost, providing manufacturers recommendations have been followed.

What you are not covered for:

- gradual incursion of water into the Vessel as a result of the Vessel not being watertight.
- loss or damage resulting from water gradually escaping from any fixed appliance or pipe.

3 Underwater Gear

What is covered:

Loss or damage arising from the Vessel striking an underwater or floating object.

The Excess that will apply to this cover:

- if the Vessel is being used in non-tidal waters the Excess amount shown within the Schedule will apply.
- if the Vessel is being used in tidal waters the Excess will be double the amount shown within the Schedule.



4 Loss or Damage to Personal Effects

What is covered:

Loss or damage to personal items, that do not form part of the Vessel's inventory, while used in connection with the Vessel and whilst in transit between Your home and the Vessel, up to the amount stated in the Schedule.

We will provide this cover for:

- you, your husband, wife or partner and children who permanently live in your normal home.

What you are not covered for:

- the Excess shown within the Schedule.
- loss or damage unless the Vessel has lockable storage.
- theft from an unattended motor vehicle unless the vehicle was securely locked and the personal items hidden from view.
- damp, mould, mildew, vermin and moth.
- mechanical or electrical failure or breakdown.
- loss or damage to computer equipment or computer software, mobile phones, jewellery, furs, photographic equipment, works of art and spectacles.
- breakage of items of a fragile nature.
- loss of money, travellers' cheques, credit or debit cards.
- loss or damage to water skis, water toys, fishing, diving and sports equipment whilst in use.
- wear, tear, depreciation or gradual deterioration.
- any one item in excess of \$200 unless agreed in writing by us.

5 Preventing or Minimizing a Loss

We will pay reasonable costs incurred, including salvage, in preventing or minimizing a loss covered by this insurance with a limit of 10% of the hull value.

6 Transit (applicable only where the Vessel does not exceed 30 feet or 9.14 meters in length)

Loss or damage to the Vessel whilst in transit by road, rail, air or ferry, including loading and unloading.

What you are not covered for:

- scratching, denting, bruising and chafing.

7 Pollution Hazard

We will pay for loss or damage to the Vessel caused by a governmental authority, whilst trying to prevent or mitigate a pollution hazard resulting directly from loss or damage to your Vessel.

8 Single Handed Sailing

You are covered for single handed passages not exceeding 24 hours but not otherwise, providing the Vessel is suitably equipped. We would draw your attention to Conditions which apply to the whole of this policy (page 12)

9 Medical Expenses

We will pay necessary medical expenses incurred, following an accident, by you or any person on board the Vessel with your permission. The maximum amount payable for any one incident and the excess that applies are shown on the Schedule.

10 Sighting

We will pay the cost of inspecting the underwater part of the hull of Your boat



after a stranding, even if there is no damage.

II Personal Accident

What is covered:

Personal accidents that, within 12 months of the event, are the sole and independent cause of subsequent disability.

Benefits:

We will pay up to the amount shown in the Schedule for You and each person on board the Vessel but no more than the amount shown as aggregate on the Schedule.

For persons aged under 16 or over 70 years at the time of the accident, the permanent disablement benefit will not apply.

Permanent Total Disablement means disablement, which prevents attending to business or occupation of any and every kind which, lasting for 12 consecutive calendar months, is at the expiry of that period beyond all hope of improvement.

Definitions:

Loss of Limb means physical, permanent and total loss of use at or above the wrist or ankle. Loss of Sight means a complete, irrecoverable and irremediable loss of sight of one or both eyes. Personal Accident means accidental bodily injury caused solely and directly by outward violent and visible means.

We will provide this cover for:

You and persons aboard the Vessel (including whilst embarking or disembarking) with your permission.

What you are not covered for:

- a disease, physical defect, illness or injury which existed prior to the accident.
- consequential loss of any kind.
- pregnancy.
- suicide and deliberate self-injury.
- being under the influence of drink,

drugs or solvent abuse.

- willful exposure to needless risk.
- death.
- disablement to any person employed by you in any capacity whatsoever.
- disablement to any person whilst the Vessel is being used for purposes other than private and pleasure.

Conditions:

In the event of a claim, no payment will be made without appropriate medical certification which you must submit together with any information, evidence or receipts that we ask for. These must be obtained at your expense.

- Where necessary, the claimant must agree to a medical examination. We will pay the cost.
- No claim will be payable under more than one benefit in respect of any one accident.

No Claims Bonus

(Applies only if shown on the Schedule)

Providing no claim has been submitted during the previous years' period of insurance, you will be entitled to the following discounts.

After year 1	5%
2 consecutive years	7.5%
3 consecutive years	10%
4 consecutive years	15%
5 consecutive years	20%

Reinstatement of Sum Insured

If you do not want your insurance amount to be reduced by the amount of any loss, you can pay an extra premium on the amount of the loss either from the date of loss or at the expiration of the period of insurance.

Actual Cash Value for Parts



If you make a claim for loss or damage to the Vessel, we will pay the actual cash value for parts. We will, under no circumstances pay for the replacement value of the parts. A certified Marine Hull surveyor will determine the actual cash value.

Unrepaired Damage

If the Vessel has unrepaired damage, we will apply reasonable depreciation in the market value of the vessel when deciding a claim but not to exceed the reasonable cost of repairs.

We will not be liable for unrepaired damage in the event of subsequent total loss (whether or not covered under this insurance) occurring during the period of insurance or any subsequent period.

We will not be liable in respect of unrepaired damage for more than the insured value at the time this insurance terminates.

Constructive Total Loss

In ascertaining whether the Vessel is a constructive total loss, the insured value shall be taken as the repaired value and nothing in respect of the damaged or break-up value of the Vessel or wreck shall be taken into account.

Only the cost relating to a single accident or

sequence of damages arising from the same accident shall be taken into account when determining constructive total loss and no claim shall be considered as a constructive total loss claim unless the cost of recovery and/or repair of the Vessel would exceed the insured value.

Disbursements

If the insured value of the vessel is over \$50,000, then we will permit additional insurances on Disbursements, Managers' Commissions, Profits or Excess or Increased Value of Hull and Machinery but only to a maximum of 10% of the insured value of the Vessel. Provided always that a breach of this warranty shall not afford Us any defense to a claim by a Mortgagee who has accepted this insurance without knowledge of such breach.

Sistership

Should the Vessel come into collision with or receive salvage services from another vessel belonging wholly or in part to the same Owners or under the same management, You shall have the same rights under this insurance as You would have were the other vessel entirely the property of Owners not interested in the Vessel hereby insured; but in such cases the liability for the collision or the amount payable for the services rendered shall be referred to a sole arbitrator to be agreed upon between You and Us.



Section B Liability to others

I What is covered:

We will cover your legal liability, up to the limit stated within the Schedule, to compensate other people if someone dies or is injured, or property is lost or damaged, as a result of your interest in the Vessel. This applies to each accident or series of accidents which are caused by the same event.

We will also pay for:

- a. all Your legal costs in settling or defending a claim; and
- b. solicitor's fees and all expenses relating to official enquiries or coroners inquests as long as We have agreed in writing.

We will provide this cover for:

anyone else who is navigating or in charge of Your boat with Your permission, but We do not insure:

- shipyard operators or their employees;
- repair yard operators or their employees;
- slipway operators or their employees;
- yacht club operators or their employees;
- marina operators or their employees;
- delivery skippers;
- sales agencies or their employees; or
- any other similar organizations.

However, indemnity under this Section shall be for Your benefit unless You, in writing, instruct Us to apply them to the person navigating or in charge of the Vessel but not above our limit of liability and in accordance with all the other terms, conditions and

exclusions of this policy.

What you are not covered for:

- a. liabilities whilst the Vessel is in transit by road.
- b. liabilities assumed under contract, incurred solely by an agreement entered into by you.
- c. accidents or illness to persons contracted by you, in any capacity whatsoever, in connection with the Vessel.
- d. liability to passengers or crew engaged in any water sport or underwater sport or activity. This exclusion was cancelled by adding Endorsement J – Water Sports.
- e. liabilities resulting from any accident whilst the Vessel is in the care, custody or control of any business, trade, profession or organization.
- f. any activity involving persons being pulled by the Vessel and/or tender(s) unless you have written agreement from us.
- g. punitive or exemplary damages, however described.
- h. liabilities resulting from loss, bodily injury or death caused to members of Your household and loss of or damage to their property;

2 Removal of Wreck

We will pay the reasonable costs of attempted or actual raising, removal or destruction of the wreck of the Vessel or any failure to do so, resulting from loss or damage covered by this insurance.



Endorsements

Only to apply where included in the Schedule or you have written agreement from us.

Please note that endorsements form part of, and should be read in conjunction with, the policy Documentation. They are subject to:

- Conditions that apply to the whole of this policy.
- Exclusions that apply to all Sections of this policy.

Endorsement A - Get You Home

We will pay the reasonable costs, whilst the Vessel is cruising within territorial waters, to allow the crew to return to the Home Port and for a delivery crew to return the Vessel to its Home Port, if it becomes necessary to terminate the voyage following:

- loss or damage to the Vessel covered by this policy, rendering the Vessel unseaworthy until repairs have been carried out provided the Vessel will be out of use for a minimum of 7 days.
- illness or injury to anyone on board resulting in the Vessel having insufficient experienced crew provided it prevents that individual from sailing for a minimum of 7 days

The maximum amount payable for any one incident is shown on the Schedule.

Endorsement B - Protected Bonus

If after four or more consecutive claim-free years you have a loss and make a claim, then:

1. your No Claim Discount will not be reduced.
2. your premium will not be increased at renewal.

Conditions which apply to Endorsement B

1. If you have more than two accidents during any one policy year, the usual No Claim Discount reductions will apply and we may increase your premium at renewal.
2. If you have a total loss, the usual No Claim Discount reductions will apply.

Endorsement C - Water Skiing

We will cover liabilities to and of water skiers and wakeboarders being pulled by the Vessel. The limit of the indemnity for this cover is shown on the Schedule.

Endorsement D - Racing Cover

What you are covered for:

- loss or damage whilst the Vessel is Racing.
- your legal liabilities whilst the Vessel is Racing.

What you are not covered for:

- no more than the limit shown on the Schedule.
- double the Excess shown within the Schedule.
- one-third of the total cost of replacing or repairing sails, masts, spars, fittings and standing and running rigging lost or damaged, but with no further deduction for new replacing old and no application of policy Excess to any part of any claim to which the one-third deduction applies.
- single handed racing

Endorsement E - Houseboat

The Vessel may be used as a permanent residence.



Endorsement F - Houseboat Contents

What is covered:

- loss or damage to household goods and personal effects up the limit shown on the Schedule.

We will provide this cover for:

- you, your husband, wife or partner and children who permanently live in your normal home.

What you are not covered for:

- the Excess shown within the Schedule.
- loss or damage unless the Vessel has lockable storage.
- theft from an unattended motor vehicle unless the vehicle was securely locked and the personal items hidden from view.
- damp, mould, mildew, vermin and moth.
- mechanical or electrical failure or breakdown.
- loss or damage to computer equipment or computer software, mobile phones, jewellery, furs, works of art and spectacles.
- loss or damage to collections of stamps, coins or medals.
- breakage of items of a fragile nature.
- loss of money, travellers' cheques, credit or debit cards.
- loss or damage to water skis, water toys, fishing, diving and sports equipment whilst in use.
- loss or damage to satellite dishes, radio and television aerials.
- wear, tear, depreciation or gradual deterioration.
- any one item in excess of \$200 unless agreed in writing by us.
- animals.
- food and drink.
- motorized vehicles.
- deeds and documents.

Endorsement G - Jet Ski

What is covered:

- loss or damage to any insured Jet Ski subject to the limit of liability shown on the Schedule.

What you are not insured for:

- loss or damage as a result of ingestion.
- loss, damage or liability if the driver is under the age of 16.
- theft unless from the Vessel's marina berth whilst locked to the Vessel or following forcible and violent entry to a locked building.
- loss, damage or liability when left afloat and unattended.
- loss, damage or liability unless the engine shut-off cord is in operation.

Endorsement H - Speedboat

What you are not insured for:

When Your boat is underway You or another experienced person must be on board and in control of Your boat.

We will not pay any claim for:

- loss, damage, liability or any salvage services while Your boat is racing or taking part in speed tests or trials;
- when it has nobody on board; and
- any liability to or caused by anyone water-skiing, or anything similar, until they are safely back on board Your boat;
- any liability to or caused by anyone parascending, or any other sport which takes place in the air, until they are safely back on board Your boat; or
- loss or damage to turbojet speedboats unless they are taken out of the water in the normal way and not run ashore under their own power.

We insure loss or damage to the rudder, propeller, shaft, motor, electrical machinery



and their connections, caused by Your boat hitting an object that is underwater or partly underwater.

Endorsement I - Mooring

Unless we agreed otherwise, in event of hurricane, storm or bad weather resulting in above normal sea conditions, the Vessel must be moored at the location shown on the Schedule. No claim shall be payable if this endorsement is not complied with.

Endorsement J – Water Sports

Swimming and Snorkeling for a maximum of forty (40) passengers at any one time.

What you are not insured for:

- loss or damage as a result of skin diving, hardhat diving, SCUBA diving or any water sports activity which incorporates the use of compressed air or surface supplied air.

Cover is only for injuries sustained while leaving the Vessel to enter the water or while boarding the Vessel from the water.

The limit of the indemnity for this cover is shown of the Schedule.



Conditions which apply to the whole of this policy

1. Everyone covered by this policy must follow the policy terms and conditions.
2. This policy is non-transferable.
3. Should the Vessel be sold or transferred to new ownership or there is a change in interest, this policy will be cancelled from the relevant date. However, if the vessel is at sea at the time of sale or transfer, the cancellation can, at your request, be suspended until arrival at port or place of destination.
4. The law that applies to your Home Port governs your policy. If there is any disagreement about which law applies, English law will apply. Unless agreed otherwise, we will communicate to you in English.
5. You must tell us if any of the information on which this insurance is based changes. Failure to do so may result in your insurance no longer being valid and claims not met. If in doubt about any change you should disclose it. If your policy is amended as a result of any change, we will be entitled to vary the premium and terms for the rest of the period of insurance. You should keep a record (including copies of letters) of all information supplied to us in connection with this insurance.
6. Those in charge of the Vessel with your permission must have satisfied you of their competence, prior to your agreement.
7. If any claim is covered by another insurance, we will not pay the claim.
8. In no case will we, under any section, pay more than the sum insured shown against that item in the Schedule.
9. If a claim is fraudulent or false in any way, we will not make any payment and the policy will be void. There will be no refund of premium.
10. In the event of a claim under more than one section of this policy, the highest Excess will apply.
11. No person who is not party to this policy, or to whom cover is not expressly extended, may enforce any term of this policy.
12. The Vessel's captain must be properly licensed in accordance with the local maritime licensing laws.
13. If you have elected to pay your policy annually, but failed to pay your premium, all coverage ceases and we will not be liability for any loss or damage or claim.
14. Where an amount is given within this policy and the currency shown on the Schedule is other than the local currency in the territory in which this policy was issued, the equivalent local currency amount will apply.
15. We may cancel this insurance at any time subject to 30 days notice to you or by mutual agreement, when a pro rata daily return of premium shall be made calculated on the annual premium charged.
16. You can cancel this Policy at any time by telling us in person or in writing. You must surrender the policy documents immediately after cancellation. We will return any premium paid less a charge for the number of days for which cover has been given based on our short period rates.

We will not refund any premium if you have made a claim or if one has been made against you during the period of



cover.

17. If, at the expiration of this insurance, the Vessel is at sea, in distress or at a port or place of refuge or call, and if You promptly notify us and pay an agreed premium, We will maintain cover on the Vessel until the safe arrival at the next port of call.
18. If Your boat is fitted with inboard machinery, We will not insure fire or explosion unless Your boat is fitted with:
 - a remote controlled or automatic fire extinguishing system in the engine compartment and, if possible, the tank space (We may accept another system if You tell Us); and
 - manually operated fire extinguishers and a fire blanket in the galley area.but only if these systems are properly installed and maintained in efficient working order.
19. The Vessel must be fitted with the prescribed fire extinguishing appliances shown in the Schedule and these must be maintained in efficient working order throughout the period of insurance and any subsequent renewal periods.

Operating Restrictions

- a. If the Vessel has the capacity to hold 12 or more passengers, the Vessel must have a crew of no less than two (2) members including a captain. The captain of the Vessel shall have a minimum of twelve (12) months experience navigating the waters within the coverage territory.
- b. You shall not knowingly operate the Vessel in storm conditions with wind speeds of 20 miles per hour or more, in rain or fog or during a lightning storm which is within six (6) miles of operation.
- c. You shall provide personal floatation devices to your passengers and require their usage.
- d. You shall not carry passengers in excess

of regulatory or manufacturer limits.

- e. You shall keep maintenance logs and make those logs available to us if we do request to inspect them.

Failure to comply with these operating restrictions will void the policy and all its benefits.

Your Duties

1. You and anyone acting on Your orders must at all times exercise due care and diligence and do all you reasonably can to prevent loss or damage to your Vessel.
2. You shall cooperate with, aid and assist us in obtaining information or evidence if we desire to recover compensation or to secure an indemnity from a third party in respect of anything covered by this insurance.
3. Measures taken by You or Us to save, protect or recover insured property shall not be considered as a waiver of acceptance of abandonment or otherwise prejudice the rights of each other.
4. The costs incurred as a result of carrying out Your duties shall be recoverable in addition to the loss otherwise recoverable under this insurance.

Assignment

We are not bound by any assignment of:-

- (i) the Policy;
- (ii) any interest in the Policy; or
- (iii) any money payable under the Policy;

unless We were previously notified of it in writing and We have noted it on the Schedule.

Excess

No covered claim shall be payable unless the aggregate of all such claims arising out of each separate accident or occurrence (including claims for Liability to others, Salvage Charges and Your Duties) exceeds



the excess amounts shown in the Schedule, in which case, the excess amounts shall be deducted.

Betterment

Prior and in addition to the application of Excess, We reserve the right to deduct:-

1. up to one third of the replacement cost of used sails, running rigging, protective covers and canopies and outboard motors;
2. a reasonable amount from the cost of repairs or replacement to take account of any betterment to the Vessel arising out of repairs or replacement.

Law and Practice

It is also understood and agreed that this Policy is governed by the laws of the Commonwealth of The Bahamas.

Currency

It is hereby agreed that this Policy is issued in the currency of the issuing territory.

Arbitration

Any dispute or difference arising out of or in connection with this Policy shall be subject to arbitration by a single Arbitrator to be agreed between the parties. If the parties are unable to agree upon the Arbitrator within 14 days of a party proposing arbitration to the other party, one Arbitrator shall be appointed by each party, and such Arbitrators shall, before entering upon the reference, elect an Umpire to decide between them in the event of disagreement. Such Arbitrators shall have the power to obtain an expert opinion as they think fit, on any matter or question to be determined and, subject to the foregoing, the provisions of the legislation of the jurisdiction regarding arbitration shall apply. The parties to such arbitration shall pay the Arbitrators respectively appointed by them and bear equally the expenses of the arbitration and the charges of the Umpire.

The award made by the Arbitrators or the Umpire shall be final and binding on the parties and the persons claiming under them respectively.



Exclusions which apply to the whole of this policy

We will not pay for any claims arising from:

1. war, invasion, civil war, conflict or commotion, civil strife or any hostile act by or against a belligerent power.
2. Terrorism including, but is not limited to, the use of force or violence or the threat of force or violence by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(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. Any loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above, is also not covered. If we allege that by reason of this exception, any loss, damage, cause or expense is not covered by this policy, you will have the burden of proving the contrary. If any section of this exception is found to be invalid or unenforceable, the remainder shall be fully applicable.
3. any chemical, biological, bio-chemical or electromagnetic weapon.
4. ionizing radiation, radioactivity, nuclear fuel, nuclear waste or nuclear equipment.
5. willful misconduct or acts of recklessness by You or other persons in control of the Vessel including, but not limited to, conduct when under the influence of alcohol or drugs.
6. any accident or incident that occurs outside the period of insurance.
7. the Vessel operating outside the cruising range shown in the Schedule, unless You have written agreement from us.
8. hire, charter, reward or any other commercial activity, unless You have written agreement from us.
9. the Vessel being stranded, sunk, swamped or breaking adrift whilst unattended except on a recognized mooring or anchorage.
10. loss damage or liabilities whilst Racing unless this is included in the Schedule or You have written agreement from us.
11. loss, damage or liabilities whilst the Vessel is being used single-handedly for a period exceeding 24 hours.
12. Your failure to maintain the Vessel in a seaworthy condition or in the case of a trailer, roadworthy condition.
13. capture, seizure, arrest, restraint or detainment (piracy and barratry excluded).
14. pollution or contamination unless directly caused by a sudden identifiable, unintended and unexpected incident occurring entirely at a specific time and place during the period of insurance. We never cover fines, penalties, and punitive or exemplary damages.
15. loss, damage or liability resulting from deception by You.
16. fines, penalties or punitive damages.
17. malicious computer codes.
18. the failure of a computer chip or computer software to recognize a true calendar date.
19. the Vessel undertaking towage or salvage services under a pre-arranged contract. However, the Vessel may assist or tow vessels in distress.
20. loss, damage or liability where the Vessel's and/or tender's maximum



- design speed exceeds 20 m.p.h. or 17 knots unless Endorsement H – Speedboat is shown on the Schedule.
21. derelict mines, torpedoes, bombs or other derelict weapons of war.
 22. strikers, locked-out workers or persons taking part in labor disturbances, riots or civil commotions.
 23. the existence, inhalation, exposure to and/or removal, neutralization or mitigation of fungi or spores.
 24. infectious or contagious disease, murder or suicide, food or drink poisoning or contamination or actions by any competent authority due to infectious disease, vermin or pest.
 25. any claim where action for damages is brought in a court of law outside the territory shown on the Schedule or where action is brought in a court of law within that territory to enforce a foreign judgment whether by way of Reciprocal Agreement or otherwise.
 26. any claim of any Vessel which was, at any time, deemed unseaworthy for its intended use. If You are a corporation, knowledge of un-seaworthiness is deemed to have occurred if a managing agent, officer or supervising employee, including shore-side personnel had such knowledge.
 27. any claim arising out of or in connection with the manufacturing, selling, distributing and/or serving of any alcoholic beverages.
 28. sheathing, or repairs to sheathing, unless the loss of damage has been caused by the Vessel being stranded, sunk, or fire or in collision with any external substance (ice included) other than water.

Conditions Relating to all Accidents and Claims

1. When You contact us about a claim, You will need to tell us:
 - a. Your name and address.
 - b. the place where the loss or damage occurred.
 - c. what caused the loss or damage.
 - d. telephone numbers and/or address, including witnesses and third parties, where known.
2. You must tell us immediately about any accidents, claims or legal proceedings in connection with this policy, and give us all the information and help we may need, including contact details of all witnesses, likely claimants and persons against whom any recovery might be made. You must send any writ, summons or comparable foreign documentation to us immediately it is received. We will decide how to settle or defend a claim, and may bring or defend proceedings in the name of any person covered by the policy, including proceedings for recovering any claim.
3. You must give us notice of loss or damage prior to survey and, if the Vessel is abroad, also to the nearest Lloyd's Agent so that a surveyor may be appointed to represent Us should we so desire.
4. You must report any loss, theft, attempted theft or malicious damage to the police immediately.
5. We will pay reasonable costs incurred by You in respect of official inquiries and/or coroners' inquests. We will also pay reasonable costs incurred by You, subject to our prior approval, for settling or defending any claim.
6. We retain the option to decide where the repairs are carried out and may require a number of quotations.



Making yourself heard

If You have cause for a complaint, it is important for You to know that We are committed to providing You with an exceptional level of service and customer care.

We realize that things can go wrong and there may be occasions when You feel that We have not provided the service You expected. When this happens, We want to hear about it so that We can try to put things right.

Who to contact

The most important factors in getting Your complaint dealt with as quickly and efficiently as possible are:

- to be sure You are talking to the right person, and;
- that You are giving them the right information.

When you contact us

- Please give Us Your name and a contact telephone number
- Please quote Your Policy and/or claim number, and the type of Policy You hold,
- Please explain clearly and concisely the reason for Your complaint.

Initiating Your complaint:

Does Your complaint relate to:

A – Your Policy?

B – a claim on Your Policy?

If **A**, You need to contact the intermediary or the NAGICO Insurances office who arranged Your Policy. Call the number on Your Policy document and state Your complaint. If **B**, You need to contact

whoever is currently dealing with Your claim and state Your complaint.

In either case, if You wish to provide written details, please use the following checklist as a guide.

- Head Your letter 'COMPLAINT'
- Give Your full name, post code and contact telephone number(s)
- Quote the type of Policy and Your Policy and/or claim number
- Advise the name of Your insurance agent/firm (if applicable)
- Explain clearly and concisely the reason(s) for Your complaint

The letter should be sent to the person dealing with Your complaint along with any other material required. We expect that the majority of complaints will have been quickly and satisfactorily resolved at this stage, but if no, You can take the issue further.

Our Promise To You

- Acknowledge written complaints promptly
- Investigate quickly and thoroughly
- Keep You informed of progress
- Do everything possible to resolve Your complaint
- Learn from Our mistakes
- Use information from complaints to continuously improve Our service.



Securing your boat

Every year thousands of boats are stolen or gear, equipment and outboard motors stolen from them. Taking a few simple precautions could prevent many of these losses. Remember, We will do everything We can to help if You are unfortunate enough to have a claim. However, Your boat is probably one of Your most cherished possessions so please try and take a few moments to read this important message.

At little cost – mark it

Postcode all removable items such as radio, echo sounder, log, navigation systems etc., by engraving with a diamond tipped engraver or electric engraving tool (ultra-violet security pens are not satisfactory in a marine environment).

Etch the hull moulding number or boat registration number on the windows. Keep a record (away from the boat), of all serial numbers and hull moulding numbers.

Join a local Boat Watch or Marine Watch scheme.

Stow all small items of equipment away in lockers and out of sight, or better still, take them home.

At modest cost – lock it up

Fit good quality locks to all doors, hatches and deck lockers.

Deadlocks should be morticed into hatches or securely flush mounted, using bolts with locking nuts.

All external doors, opening windows and hatches should be securely fixed to the craft. Locks and hinges should be through-bolted, using locking nuts on the inside or secured with stout screws, hiding the screw heads or be secured with special security screws. Hasps and staples should be avoided if at all possible, otherwise they should be through-

bolted or at least secured with heavy gauge screws with the screw heads concealed.

Sliding hatch runners should be through-bolted. Large items of equipment that cannot be stowed in lockers should be secured to the craft by means of wire straps and hardened steel padlocks.

Properly constructed proprietary outboard motor locks should secure outboard motors. For example, You can buy a security locking bolt which replaces one of the normal fixing bolts. An alternative is a hollow tube which slides over the clamping turnbuckles and is then secured by a hardened steel padlock.

When using a wire strap to secure equipment, ensure that the securing point on the craft cannot easily be removed by unscrewing.

Tenders are vulnerable if they are simply secured to the pontoon by a painter. Use a wire strap and hardened steel padlock.

Mark the tender with the name of the parent craft.

Boats kept on road trailers are increasingly becoming a target for thieves. Fit a wheel clamp to one of the trailer wheels to prevent it from being moved. Alternatively, a hitch lock may be sufficient provided it covers the tow hitch to the chassis.



Sailboards and dinghies on roof-racks should be secured by a wire strap and a hardened steel padlock. Make sure the roof-rack is well secured to the car otherwise the boat and roof rack might go missing!

At reasonable cost – alarm it

The cost of protecting Your boat with an alarm may not be as great as You imagine. The type of alarm will depend very much on the type and value of Your craft, however, seem a small price to pay to protect a valued possession.

The various types of alarms which should be considered are:-

- Self-contained alarms.
- Alarms triggered by magnetic reed

switches.

- Passive infra-red alarms.
- Multi-purpose alarms.

Remember:

- mark it,
- lock it, and
- alarm it!

Signed for and on behalf of NAGICO Insurances

This _____ day of _____, 201



Your Notes

Contact Us

Anguilla 8°15' N, 63°10' W
NAGICO Branch Office **264-497-5940**

Antigua 7°20' N, 61°48' W
Brysons Insurance Agency **268-480-1220**

Aruba 12°30' N, 69°58' W
NAGICO Branch Office **297-588-4701**

Bonaire 12°10' N, 68°17' W
NAGICO Branch Office **599-717-3022**

Curacao 12°10' N, 68° 93' W
NAGICO Branch Office **599-738-8222**

Dominica 15°25' N, 61°20' W
NAGICO Branch Office **767-449-8990**

Montserrat 16°45' N, 62°12' W
Judith Greer & Associates **664-491-9301**
Ryan Investments Limited **664-491-3403**

THE BAHAMAS
25°06' N, 77°33' W
NAGICO Branch Office 242-325-8282

Saba 17°38' N, 63°13' W
NAGICO Branch Office **599-416-3329**

St. Eustatius 17°29' N, 62°58' W
ARC Agency **599-318-2595**
Carmen Suares-Mars **599-318-2365**
I.F. Rivers Enterprises **599-318-2309**

St. Kitts 17°20' N, 62°45' W
NAGICO Branch Office **869-466-2262**

Nevis
NAGICO Branch Office **869-469-1035**

St. Lucia
NAGICO Branch Office **758 - -**

St. Maarten 17° 59' N, 63°10' W
NAGICO Head Office **599-542-2739**

Tortola, BVI 18°30' N, 64°30' W
Century Insurance Agency **284-494-6433**

www.nagico.com





WE'VE GOT *Your Boat* COVERED





*To find a convenient location near you,
visit our website at www.nagico.com*



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