

### **Yacht Accident and Illness (A&I) cover for Crew – US\$50k limits**

The terms and conditions of this Cover are contained in:

1. The Certificate of Insurance;
2. Any endorsements to the Certificate of Insurance;
3. The Schedule of Benefits for Permanent Total and Permanent Partial Disabilities by Accident as published by the Club from time to time;
4. The terms and conditions herein, and
5. Only to the extent expressly incorporated below and to the extent not inconsistent, the Yacht Liability Terms and Conditions.

#### **Scope of cover**

Contractual benefits which the Assured has agreed to provide in respect of personal injury to, illness or death, or loss of effects, of, a Covered Person whilst engaged in the service of the Yacht, subject to the terms set out below.

#### **Benefits and limits (unless otherwise agreed in writing)**

To the extent paid to the Covered Person but in any event not exceeding in the case of:

1. Accidental Death US\$ 50,000
2. Permanent Total Disablement US\$ 50,000 in accordance with the Schedule of Benefits as regards extent.
3. Permanent Partial Disablement US\$ 50,000 in accordance with the Schedule of Benefits as regards extent.
4. Temporary Total Disablement – the Covered Person's net weekly salary but not exceeding US\$ 1,000 per week terminating on the earlier of:
  - a) The Covered Person's recovery; or
  - b) 52 weeks; or
  - c) Permanent Total Disablement being agreed by the Club in writing to have occurred.
5. Medical Expenses – the vouched amounts actually and necessarily incurred but not exceeding US\$ 50,000.
6. Loss of Effects – the amount paid but not exceeding US\$ 1,500 and in the case of a single article US\$ 1,000

However irrespective of the individual limits set out above, cover is subject to an overall aggregate limit of US\$ 50,000 per Covered Person, any one accident or occurrence.

#### **Deductibles**

1. Nil
2. Nil
3. Nil
4. First 7 days of disablement
5. US\$ / EUR 500 any one accident or occurrence
6. US\$ / EUR 200 any one accident or occurrence

All deductibles are applicable to any one accident or occurrence per person.

**MANAGERS: STEAMSHIP P&I MANAGEMENT LLP**

SPIM is an appointed representative of Steamship Insurance Management Services Limited which is authorised and regulated by the Financial Conduct Authority

Registered in England and Wales – Registration Number OC376859. FCA registration number 597046

Aquatical House, 39 Bell Lane, London, E1 7LU, UK

<https://www.steamshipmutual.com/rules-and-covers/yacht-facility>

Excluding claims for or arising directly or indirectly out of or consequent upon or contributed to by

1. Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immuno-deficiency Virus (HIV) or Venereal Disease where it is determined that the cause of the illness was the result of the deliberate and/or intentional acts of the Covered Person;
2. Suicide or attempted suicide or intentional self-injury;
3. Pregnancy or Childbirth;
4. Any expenses otherwise covered by compulsory state personal accident and/or compensation schemes;
5. Loss of or damage to cash, currency, credit/debit/charge cards, monetary instruments of any kind and jewellery; and any claim for baggage and personal effects due to moth, vermin, wear and tear and gradual deterioration and depreciation, and money shortage; or justified confiscation or detention by customs or by any other authority; or loss or damage whilst left unattended whilst not aboard the Insured Yacht; or arising out of electrical and/or mechanical breakdown;
6. Accidents occurring as a result of deliberate commission of a crime or an offence, or of the attempt to commit a crime or an offence;
7. Deliberate exposure to exceptional danger (except in an attempt to save human life), or the Covered Person being under the influence of alcohol or drugs (other than drugs prescribed to the Covered Person by a qualified medical practitioner);
8. Illness or disabilities existing prior to an insured Accident.

Conditions

1. It is a condition precedent to the Club's liability to pay compensation in respect of a Covered Person that all medical records, notes, and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical adviser appointed by or on behalf of the Club and that such medical adviser or advisers shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to conduct examination of the Covered Person.

2. Determination of:

- a) Whether a Covered Person has suffered:
  - i) Permanent Total Disablement
  - ii) Permanent Partial Disablement
  - iii) Temporary Total Disablement
- b) Whether Temporary Total Disablement has become Permanent Total Disablement;
- c) The nature and extent of Permanent Total Disablement / Permanent Partial Disablement ;
- d) The duration of Temporary Total Disablement;
- e) Whether medical expenses were necessarily incurred;

shall, in case of dispute, be made by an independent medical advisor appointed by the Club whose decision shall be final and binding on both parties.

3. The following Clauses of the Yacht Liability Terms and Conditions shall apply to this insurance to the extent not inconsistent with the express terms: Clauses 5 ii, iii, iv, v, vi, 6, 7, 9 iii, iv, vi, viii, ix, x, xi, xii, xiii, xiv, xv, xxii, xxv, xxvi, 10 i-xi, 13, 14, 15, 16, 17, 18, 19, 20 and 21.

Options (subject to additional premium)

Day Workers whilst on board the Yacht may be included as a Covered Person in this cover subject to prior agreement and confirmation in writing by the Managers.

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## Definitions

**Accident:** a sudden, unintended, unforeseeable and specific event causing personal injury, illness or death.

**Covered Person:** Persons covered by this insurance are the crew members on board or whilst in the service of the Yacht. Day workers may be included as Covered Persons where agreed in writing by the Managers and if the appropriate premium has been paid.

**Illness:** means sickness or disease of the Covered Person which first manifests itself during the period of insurance.

**Occurrence:** means a specific event which occurs at an identifiable time and place.

**Permanent Total Disablement:** means disablement which entirely prevents the Covered Person from attending to their usual occupation and when it appears probable that further treatment will result in no betterment of that person's condition. Where it appears that the condition is incurable or that future treatment will merely relieve pain and suffering but not otherwise improve the Covered Person's physical condition, it is proper to declare that the point of permanent disability has been reached.

**Temporary Total Disablement:** means disablement which entirely prevents the Covered Person from attending to their business or occupation.

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