

The AXA Yacht Insurance Contract

Assistance

General Provisions

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GENERAL PROVISIONS

This document sets out the **General Provisions** of the AXA Assistance Contract provided by **AXA Corporate Solutions Assurance S.A.** * (“AXA”).

The AXA Assistance Contract will be made up of four sets of documents:

- The **AXA Corporate Solutions Questionnaire** (see pro forma at Annex I of your AXA Assistance Contract), duly completed and signed by you,
- These **General Provisions** (see pages 4 to 36) and
- The **Particular Conditions** agreed with AXA and
- Any **Endorsements** or modifications agreed with AXA, after the contract of insurance has been made.

The **Particular Conditions** and the **Endorsements** will take precedence if they conflict in any way with these **General Provisions**.

PLEASE READ CAREFULLY THE GENERAL PROVISIONS, TOGETHER WITH THE PARTICULAR CONDITIONS AND ANY ENDORSEMENTS YOU HAVE AGREED WITH AXA, AS SOON AS YOU PURCHASE YACHT INSURANCE FROM AXA.

The AXA Assistance Contract is only available from AXA if you have purchased insurance for **Marine Risks** from AXA. The terms of the AXA Yacht Insurance Contract shall take precedence if they conflict in any way with this AXA Assistance Contract.

****AXA Corporate Solutions Assurance S.A. is regulated by l’Autorité de Contrôle des Assurances et des Mutuelles, 61 rue Taitbout, 75436 Paris Cedex 09.***

DISCLOSURE OF INFORMATION

Important: You must provide all material information to AXA before AXA agrees to provide insurance under the terms of these **General Provisions** and the other documents making up your contract. You must notify AXA of any material information, even if it has not been specifically requested in the **AXA Corporate Solutions Questionnaire**. You must also notify AXA immediately of any material change or increase in risk during the currency of this contract. AXA will be entitled to change the terms of your AXA Assistance Contract based on such changes, and if you do not agree to such changes AXA may terminate this contract.

Important: If any material information is not disclosed or if inaccurate or misleading information is provided to AXA before the contract is made, AXA will be entitled to avoid the contract. This will place you and AXA in the position that you would have been had the contract never been made. If you do not advise us of changes during the currency of this contract your insurance may no longer be valid and claims may not be payable.

CONDITIONS PRECEDENT AND WARRANTIES

Important: We draw your attention to the effect of certain important terms in the **General Provisions** of the AXA Assistance Contract which are called either “**Conditions Precedent**” or “**Warranties**”.

If you fail to comply with a **Condition Precedent** AXA will be relieved of liability to pay a claim under this contract. However, the contract will remain valid and there will be no entitlement to a return of premium.

If a **Warranty** is not complied with AXA will be relieved from any liability under the contract as from that date and no claims will be payable, as if the contract did not exist from that time, and there will be no entitlement to return of premium.

ALL NOTIFICATIONS, INCLUDING IN THE EVENT OF LOSS OR DAMAGE

All notifications, including in the event of loss or damage, must be sent immediately to AXA at the address, fax number and/or email address set out in the **Particular Conditions**.

Important: There are certain steps which you must take, and some which you must not take. Please read these **General Provisions** very carefully. Failure to comply with these obligations can mean that you will be unable to recover any payment under this contract.

HOTLINE

In the event of loss or damage you can contact us 24 hours a day, 7 days a week at the telephone number set out in the **Particular Conditions**.

INTRODUCTION AND SCOPE OF CONTRACT

This document sets out the **General Provisions** of the AXA Assistance Contract, which will operate subject to the **Particular Conditions** and any **Endorsements** agreed with AXA. The terms below form part of your contract with AXA.

1. Parties to the Contract

- 1.1 In this contract the term “you” or the “insured” refers to the insured named in the **Particular Conditions**.
- 1.2 “*Beneficiaries*” will include employees of the insured during the course of their employment on board the *Insured Vessel* and any independent contractors working in the capacity of crew, hotel or catering personnel whilst on board the *Insured Vessel*.
- 1.3 The insurer of the Yacht Assistance Contract is **AXA Corporate Solutions Assurance S.A.**, whose registered office is at 4 rue Jules Lefebvre, 75009 Paris, France, referred to in these **General Provisions** as “AXA” or “Us” or “We”.

2. Scope

This contract provides a range of cover including **Medical Assistance, Travel and Legal Assistance Insurance**, subject to the terms of these **General Provisions**, the **Particular Conditions** and any **Endorsements**.

3. Use and Geographical Limits

- 3.1 This contract will only insure the vessel when it is used in accordance with normal use, in compliance with the applicable regulations and within the geographical limits set out in the **Particular Conditions**.
- 3.2 **Important:** Note that the Terrorism and War Risks cover in the main AXA Yacht Insurance Contract is subject to particular terms in relation to Areas of Perceived Enhanced Risk.

4. Prudent Uninsured

You must always act as a prudent uninsured

5. Premium

- 5.1 Premium is calculated on the basis of the information set out in your completed **AXA Corporate Solutions Questionnaire** and can be payable in one or more instalments at the date and place set out in the **Particular Conditions**.
- 5.2 **Important:** If premium, or an instalment of premium, is not paid within 45 days of the date when it falls due, the contract may be terminated on 7 days notice by AXA.
- 5.3 If your contract provides that a number of persons or companies shall pay premium their liability will be joint and several.

6. Termination

Important: The AXA Assistance Contract based on these **General Provisions** can be terminated in certain circumstances either automatically and immediately, or on notice. Termination provisions are set out, notably, in Section B of this contract. In the event that your AXA Yacht Insurance Contract for **Marine Risks** is terminated either automatically or on notice this contract will terminate automatically at the same date and time.

7. Claims and Disputes

- 7.1 AXA is committed to a policy of handling all claims under your contract promptly and fairly. In the event that any claim cannot be resolved by discussion or negotiation, the dispute shall be referred to mediation with a view to concluding a rapid and fair settlement, in accordance with Section B, clause 20.
- 7.2 The AXA Assistance Contract is governed by English law and subject to the exclusive jurisdiction of the English High Court of Justice in London.

8. Definitions

Certain terms in this contract are defined in Schedule I to this contract and marked *in italics*. Those definitions form part of these contract terms.

SECTION A

ASSISTANCE COVER

This **Assistance** cover is not provided automatically. If you wish to obtain this cover it must be expressly set out in the **Particular Conditions**. This **Assistance** cover is available only when you have purchased cover for **Marine Risks** on the AXA Yacht Insurance Contract.

1. Effect and Duration of Insurance Cover

- 1.1 Only those *Voyages*, trips, cruises in connection with the private pleasure or chartering use of the *Beneficiary* will be covered.
- 1.2 This **Assistance** cover will take effect from the date on which this insurance contract was underwritten by AXA and will terminate automatically on the expiry of 12 consecutive months, save in the case of renewal of the policy by AXA. This Contract will in any event terminate automatically at the same date and time as your AXA Yacht Insurance Contract.

2. Medical Assistance Insurance

Medical Repatriation

- 2.1 In the event of a grave physical injury, our doctors will contact the doctors who are treating you on the spot and make recommendations, based upon your physical health/condition and on the information available, and based upon medical considerations only.
- 2.2 If our *Medical Team* recommends your repatriation, we will organise and pay for that repatriation, solely having regard to medical considerations as determined by our *Medical Team*.
- 2.3 The destination of repatriation will be to:
 - 2.3.1 The nearest appropriate medical centre
 - 2.3.2 The nearest hospital in a bordering (near) country or
 - 2.3.3 The hospital nearest to your *Domicile*.
- 2.4 If you are hospitalised in a hospital or medical centre which is not in the hospital district of your *Domicile*, we will organise your repatriation at the appropriate time, once your medical condition has stabilised and we will pay for the cost of transfer to your *Domicile*.

- 2.5 The means of repatriation can be:
- 2.5.1 A light medical vehicle.
 - 2.5.2 Ambulance.
 - 2.5.3 By first class train.
 - 2.5.4 By economy air fare subject to airline company availability, provided travel by air is permitted on medical advice.
 - 2.5.5 By air ambulance, provided travel by air is permitted on medical advice.
- 2.6 The final choice of hospital, the date and the necessity for you to be accompanied and the means used for your repatriation will be determined exclusively by our *Medical Team*.
- 2.7 If you refuse the method of repatriation proposed this will result in the automatic cancellation of coverage for medical repatriation (paras 2.1 to 2.6 inclusive above).

Despatch of an Ambulance

- 2.8 In circumstances where your state of health requires it, and on the basis of the decision of our *Medical Team*, we will organise and pay for your transportation from the port where the yacht has berthed, to the nearest hospital.

Location of a Hospital Place

- 2.9 At your request and if your state of health requires it, our *Medical Team* will locate, having regard to what is available, a place in a public or private hospital nearest to the port where the yacht is berthed.

Immobilisation

- 2.10 If you are hospitalised locally, on the decision of our *Medical Team* before you are repatriated, we will organise and pay for the costs of the stay (room and breakfast) and which are incurred by a single beneficiary *Member of your family* whilst he/she remains with you, alternatively for one unrelated beneficiary person who remains with you.

- 2.11 Our liability will be for a maximum of Euros 70 per day per *Beneficiary* and for a maximum duration of ten consecutive days, having regard to the duration of *Hospitalisation*.
- 2.12 This insurance cover is not in addition to insurance cover for “**Visit of a Relative**” (see below).

Extension of Stay

- 2.13 In the event that your stay is extended and this is agreed by our *Medical Team*, we will organise and pay for your stay (room and breakfast) together with one beneficiary *Member of your family*, whilst he/she remains with you, alternatively for one unrelated beneficiary person who remains with you.
- 2.14 Our liability will be for a maximum of Euros 70 per day per *Beneficiary* and for a maximum of ten consecutive days, having regard to the medical requirements.
- 2.15 This insurance is not in addition to the insurance for “**Visit of a Relative**” (see below).

Return to Domicile or Continuation of Voyage after Treatment

- 2.16 At the end of your *Hospitalisation* or at the end of your immobilisation, after treatment is concluded, we will organise and pay for your return to *Domicile* or the continuation of your *Voyage* to the next designated port of call, together with one beneficiary *Member of your family*, alternatively for one unrelated beneficiary person who has remained with you.

Visit of a Relative

- 2.17 If your health/physical condition does not permit it or does not require your repatriation and if your *Hospitalisation* locally exceeds ten consecutive days (*Hospitalisation* without *Deductible* in case the prognosis is that there is a risk of death) we will arrange a return ticket for a *Member of your family* or a close *Relative* in order he/she can attend the place of your *Hospitalisation*.
- 2.18 We will organise and pay for the costs of the stay (room breakfast and taxi) incurred by this close *Relative* up to a maximum of Euros 70 per day and for a maximum of ten consecutive days, having regard to the duration of *Hospitalisation*.

- 2.19 This insurance cover is only available when there is no adult *Member of your family* “on the spot”.
- 2.20 This cover is not in addition to cover for “**Immobilisation**” and “**Extension of Stay**”.

Repatriation in Case of Death

- 2.21 We will organise and pay for the repatriation of the body or the ashes of a deceased *Beneficiary* from the place of death to the place of burial in his or her country of *Domicile* as well as with the cost of treatment post mortem, placement in a coffin and the necessary transport arrangements.
- 2.22 The cost of the coffin used for transportation will be paid for by us up to a maximum of Euros 1,500.
- 2.23 The cost of the funeral, the ceremony, the funeral cortege, burial or cremation will be payable by the family of the deceased.
- 2.24 The choice of the company organising this form of repatriation will be exclusively for us.

Accompaniment of the Deceased

- 2.25 If it is essential for a *Member of your family* or for a close *Relative* of the deceased *Beneficiary* to attend to identify the body and/or to handle the formalities of repatriation or cremation, we will organise and pay for return transport and accommodation (room, breakfast and taxi) incurred by this person.
- 2.26 Our liability in this respect will be for a maximum Euros 70 per night for a maximum of two nights.
- 2.27 This insurance is only available if the deceased *Beneficiary* was travelling alone at the time of death.

Exclusions Applicable to Medical Assistance Insurance

- 2.28 The **Medical Assistance Insurance** set out above is subject to the exclusions which are applicable to all heads of cover in this policy, set out at clauses 7 and 8 below.
- 2.29 In addition the following are excluded and medical assistance insurance will not apply to:

- 2.29.1 Minor *Illness* or injury which can be treated on the spot and which does not prevent you from proceeding with your *Voyage*.
- 2.29.2 Convalescence, injury or *Illness* which is in the process of treatment which has not yet been concluded or which requires planned future care.
- 2.29.3 *Illnesses* which have previously been diagnosed and/or treated, except in circumstances where there has been a serious unforeseeable complication or aggravation.
- 2.29.4 Pregnancy with the exception of unforeseeable complications, but pregnancy is excluded in any event beyond the 28th week of amenorrhea.
- 2.29.5 The consequences of pregnancy including: birth, a caesarean operation or medical care required by the newborn child.
- 2.29.6 Elective abortion or termination of pregnancy on medical grounds.
- 2.29.7 Travel undertaken for the purpose of diagnosis and/or treatment, medical analysis, medical check up or preventative health tests.
- 2.29.8 Any injury or *Illness* sustained as a result of the practice of amateur aerial, defence and combat sports.
- 2.29.9 The consequences of the failure to take vaccinations or the unavailability or impossibility of vaccination.

3. Medical Fees Insurance

Medical Fees Abroad

The scope of cover:

- 3.1 You are insured for the reimbursement of your medical fees prescribed by any medical authority *Abroad* following a grave physical injury which has occurred and has been verified *Abroad* during your *Voyage*.

Recoverable Fees

- 3.2 Fees for a visit by or of consultation of a doctor, pharmacy fees, nurses' expenses, medical or surgical hospital expenses, including medical and surgical fees, and generally any other medical or surgical treatment relating to your pathology.

- 3.3 This insurance cover is available exclusively subject to the following circumstances:
- 3.3.1 This cover applies only to fees which have been agreed by our medical service. Our agreement is evidenced by the allocation of a claim number either to you or to a person acting in your name, once the claim has been found to be well founded.
 - 3.3.2 In the case of *Hospitalisation*, except in case of force majeure, we must be advised of *Hospitalisation* within 24 hours of the date stated on the *Hospitalisation* certificate. This is a **Condition Precedent** to the liability of AXA.
 - 3.3.3 You must accept any change of hospital which is required by our *Medical Team*.
 - 3.3.4 In all cases, the doctor appointed by us must be permitted to visit you and have free access to your medical file. Our doctor will fully comply with medical ethics and confidentiality.
 - 3.3.5 This cover will cease automatically on the date on which we effect your repatriation.

Limit of Medical Fees Cover

- 3.4 Our liability will be limited to a sum of Euros 30,000 per *Beneficiary* and per event; the cost of urgent dental treatment will however be limited in all cases to Euros 153. In each case a *Deductible* of Euros 30 will apply to each claim.
- 3.5 Our liability will only be in addition to the liability of the social security and/or other medical insurance whether individual or collective to which you are entitled.
- 3.6 If you subscribe to the French social security regime, we advise you to obtain the European medical insurance card which is available at social security centres, in order that you can obtain social security services during travel within the European Union.

Preparation of a Claim File

- 3.7 When you have paid for medical expenses, you must provide us with the following documents and information:

- 3.7.1 The nature, the circumstances, the date and the place of occurrence of the grave physical injury which required the payment of medical expenses on the spot.
 - 3.7.2 A copy of any prescription issued.
 - 3.7.3 Copies of invoices for all medical expenses incurred.
 - 3.7.4 The slips or original accounts for reimbursement of any relevant paying scheme.
 - 3.7.5 The references of any relevant social security scheme setting out the name of the organisation, the address of the relevant handling office, the cover number and the claim file reference.
- 3.8 In the case of an *Accident*, the name and address of the person responsible and, if possible, the names and addresses of witnesses indicating whether statements or *Accident* report have been taken or prepared by the local authorities.
- 3.9 Generally all and any other documents which enable us to ascertain the actual expenses incurred and the amounts paid by you.
- 3.10 In addition, you must in a confidential envelope addressed to our medical director send a copy of the initial medical certificate setting out the nature of the *Accident* or the *Illness* or any other certificate which we might request of you.
- 3.11 In the event that neither your social security scheme nor any other medical insurer will pay the hospital expenses incurred, we will reimburse those costs to you subject to the limit set out in this policy on condition you provide us with:
- 3.11.1 The original invoices for medical and surgical fees.
 - 3.11.2 The document from the Social Security Service stating its refusal to pay such expenses.
- 3.12 When we advance funds to pay your medical expenses in the case of *Hospitalisation*:
- 3.12.1 We will only pay where you have insurance cover under this policy and on condition that *Hospitalisation* is deemed necessary by our *Medical Team*.
 - 3.12.2 The payment of *Hospitalisation* expenses will be made directly by us to the relevant hospital.

- 3.12.3 In order to preserve our rights, we reserve the right to require from you or from the relevant entitled person either a credit card printout, a cheque or an acknowledgement of debt up to the amount of the advance.
- 3.12.4 We will send to you the claim for reimbursement of advances of *Hospitalisation* expenses together with any documentation in support.
- 3.12.5 We will only pay sums in addition to any payments made by your state medical insurance, social security or any other individual or collective insurance to which you are entitled.
- 3.12.6 **You must**, as soon as possible, take all necessary steps with regard to your state medical insurance, social security or any other individual or collective complementary insurance and/or by virtue of any contract of insurance to obtain their agreement to pay.
- 3.12.7 **You must**, by cheque made out to us repay to us any monies which have been paid to you by your state medical insurance, social security scheme or under any other individual or collective complementary insurance or under any other contract of insurance to which you are entitled, up to the amount of the advance made by us.
- 3.12.8 In the event that any of these insurers decline to pay you must return to us the letter setting out that refusal together with the original invoices. The amount which is not reimbursed by these insurers will be payable by us.
- 3.12.9 In the event that you do not provide an original account for reimbursement or a notice of refusal to reimburse provided by your social security scheme or other insurers, you will be responsible for the entirety of the sums advanced and you are required to reimburse to us the total of such an advance within 60 days from the date of despatch of the demand for reimbursement issued by us. This obligation will apply even if you have taken steps to obtain reimbursement from your social security scheme.

Payment of Medical Fees

- 3.13 We will be liable for the payment of medical fees payable by you up to 100% subject to the limits set out in this policy and to any *Deductible* set out in the **Particular Conditions** in addition to the amounts payable for the same

services by your social security scheme and any other individual or collective complementary insurance or under any other contract of insurance.

- 3.14 We will only make payment to you after receipt of all the documents and information required.

Exclusions Applicable to Medical Fees Cover

- 3.15 The medical fees cover set out above is subject to the exclusions which are applicable to all heads of cover in this policy, set out at clauses 7 and 8 below.
- 3.16 In addition there will be no entitlement to an advance, reimbursement and no liability to pay medical fees in respect of the following:
- 3.16.1 Fees incurred in the country of *Domicile* of the *Beneficiary*.
 - 3.16.2 Fees incurred in the French Overseas Territories (D.O.M: "Départements d'Outre Mer") by *Beneficiaries* residing in Metropolitan France or Monaco.
 - 3.16.3 Fees incurred in Metropolitan France or Monaco by *Beneficiaries* residing in the French Overseas Territories (D.O.M: "Départements d'Outre Mer").
 - 3.16.4 Fees of vaccination, medical analysis medical check up and preventative health tests.
- 3.17 Fees incurred in relation to any pre-existing *Illness*, diagnosed and/or treated before departure or related to an *Accident* which occurred before departure, with the exception of those fees arising from a significant and unforeseeable complication or aggravation of such *Illness* or injury.
- 3.18 Fees arising from convalescence, injury or *Illness* in the process of treatment and which has either not yet been completed and/or which requires a planned future care.
- 3.19 Costs of a prosthesis, equipment, glasses or contact lenses.
- 3.20 Fees and costs of contraception or treatment for sterilisation.
- 3.21 Fees and expenses incurred in relation to pregnancy, with the exception of unforeseeable complications, but in any event excluding fees and expenses incurred after the 28th week of amenorrhea.
- 3.22 Fees incurred in relation to birth or medical care needed for the newborn child.

- 3.23 Fees and expenses of elective abortion or amniocentesis.
- 3.24 Fees and expenses for treatment and surgical operations of a cosmetic nature not following an *Accident*.
- 3.25 Fees and expenses for health cures, stay in a convalescent home or physiotherapy.
- 3.26 Fees and expenses incurred following a physical injury arising from participation in amateur aerial, defence or combat sports.
- 3.27 Fees and expenses incurred in travel undertaken for the purpose of diagnosis and/or treatment.

4. Travel Insurance

Medical Information and Advice

- 4.1 Our *Medical Team* can on your request provide medical information and advice 7 days a week 24 hours a day. The *Medical Team* can provide general information on one or more of the following medical issues:
 - 4.1.1 Generic drugs.
 - 4.1.2 Secondary effects.
 - 4.1.3 Contra-indications.
 - 4.1.4 Interaction with other drugs.
- 4.2 Such advice and information may be given in relation to the following:
 - 4.2.1 Vaccination(s).
 - 4.2.2 Dietetics.
 - 4.2.3 Hygiene.
 - 4.2.4 Food.
 - 4.2.5 Preparation for travel.
- 4.3 The involvement of our doctor will be confined to providing objective information.
- 4.4 The purpose of this service is not to provide a personalised telephone medical consultation, nor to assist you with self-medication. If you require this service, we advise you to consult your own doctor.

Theft or Loss of or Damage to Documents or Personal Effects

- 4.5 During your travel *Abroad*, in the case of loss or theft of your identity documents, means of payment or travel documents and after declaration to the relevant local authorities, we will provide the following services:
- 4.5.1 We will advise you on the administrative steps to take.
 - 4.5.2 We will notify credit card companies and banks in order to stop any fraudulent use of your means of payment provided we receive a fax sent by you authorising us to do so.
 - 4.5.3 If replacement documents can be provided in your country of *Domicile* we will arrange for them to be delivered to you by the most rapid method.
 - 4.5.4 In the case of theft of your luggage and on your request we will provide you with an advance to purchase necessities up to Euros 770.
 - 4.5.5 In the case of loss or theft of transport documents we will arrange for a new non-negotiable ticket to be delivered to you by way of advance.
- 4.6 You undertake to reimburse the amount of the sums so advanced.

Despatch of Medicines Abroad

- 4.7 In the event that it is impossible to find locally essential medicines or their equivalent which have been prescribed before your departure by your doctor, we will locate these medicines in your country of *Domicile*. If they are available, they will be sent to you by the most rapid method, subject only to any restriction which may be imposed by local legislation and to available methods of transport.
- 4.8 This insurance cover is available on prompt notice. In no case will it be available for long term treatment which might require the regular despatch of medicines or the requirement for vaccine.
- 4.9 The cost of medicines and of any customs dues will be for your account.
- 4.10 You undertake to reimburse the amount of any sums so advanced.

Transmission of Urgent Messages

- 4.11 If it is impossible for you to transmit an urgent message then, on your request, we will arrange for the transmission free of charge and by the most rapid method of any message which you would wish to send to *Members of your family*, your *Relatives* or your employer. We can equally arrange for transmission of a message in the opposite direction.
- 4.12 The content of these messages will remain your responsibility and our role will only be to arrange for their transmission.

5. Legal Assistance

- 5.1 If you commit *Abroad* either an involuntary breach of local law or regulations or any other act which is not categorised as a crime, and if proceedings are commenced against you we will provide assistance to you, in response to your written demand.
- 5.2 This insurance cover is not available for circumstances relating to your professional activity.
- 5.3 Fines and any other sums which are imposed on you by the court or the relevant authorities, and the consequences thereof, are not covered under this policy.

Bail

- 5.4 We will provide an advance for bail required by local authorities to secure your release from custody or to permit you to avoid detention in custody, up to a maximum of Euros 8,000.
- 5.5 This advance will be made through a lawyer locally.
- 5.6 You undertake to reimburse this advance on the earliest of the following dates:
- 5.6.1 When bail is released, if proceedings are dropped or if you are acquitted.
- 5.6.2 Within 15 days from the date of any final judgment if you are held liable or convicted.
- 5.6.3 In any case within 90 days from the date on which bail is first posted.

Lawyers' Fees

5.7 We will pay for local lawyers' fees, up to a maximum of Euros 1,500.

6. Assistance Following an Accident to the Vessel

Despatch of New Parts

6.1 At the request of the *Beneficiary* setting out the identity of the manufacturer, label, the model, the references and the address of the supplier of any part which is unobtainable on the spot but indispensable to the normal use of your vessel and/or to the comfort of its passengers, AXA will organise and pay up to Euros 5,000 for the delivery of that part to the location where your vessel is immobilised.

6.2 The following conditions apply:

6.2.1 The cost of the part will remain for the account of the owner of the vessel or his representative.

6.2.2 This cover will only apply in respect of lost parts which are still manufactured and still available at the supplier.

6.2.3 The price of the relevant part and any customs duties will be paid by AXA and will be reimbursed by the owner, or by his representative, within 30 days on the date on which the part is despatched.

6.2.4 A guarantee for repayment will be required for any purchase and despatch of a part where the total cost would exceed Euros 5,000.

6.2.5 The part will only be despatched by a regular method of transport.

6.3 In the event that the lost part is not indispensable to the normal use of your vessel or to the comfort of its passengers, AXA will organise but will not pay for the despatch of the part to the place where your vessel is immobilised.

6.4 The following conditions apply:

6.4.1 The cost of the part will remain for the account of the owner of the vessel or his representative.

6.4.2 This cover will only apply in respect of lost parts which are still manufactured and still available at the supplier.

- 6.4.3 The price of the relevant part and any customs duties will be paid by AXA and will be reimbursed by the owner, or by his representative, within 30 days on the date on which the part is despatched.
- 6.4.4 A guarantee for repayment will be required for any purchase and despatch of a part where the total cost would exceed Euros 5,000.
- 6.4.5 The part will only be despatched by a regular method of transport.

Transport or Accommodation for Beneficiaries

- 6.5 Following a breakdown, an *Accident* immobilising your vessel or following the theft of your vessel, AXA will on receipt of your request organise and pay for:
 - 6.5.1 If your vessel is immobilised and uninhabitable
 - 6.5.1.1 AXA will contribute to hotel expenses (room and breakfast) up to Euros 70 per night per *Beneficiary*, up to a maximum of three nights.
 - 6.5.1.2 If any other temporary accommodation solution is chosen by the beneficiaries and persons embarked on your vessel this will not be paid for by AXA.
- 6.6 This cover is available in order to permit beneficiaries and persons embarked on board your vessel to return to the home or the original port of embarkation.
- 6.7 If the yacht is stolen then:
 - 6.7.1 If the yacht is found within less than 15 days after theft, AXA will organise and arrange for the transport of the crew to the place necessary for the recovery of the vessel.
 - 6.7.2 If the vessel has not been found after 15 days after the theft AXA will organise and arrange the repatriation of the crew to the nearest international airport where the crew first boarded the vessel at the beginning of the cruise.

Recovery of your Vessel

- 6.8 If the vessel is recovered after theft or redelivered to you after repairs, AXA will provide the *Beneficiary*, or a person named by the *Beneficiary*, with a one way ticket by first class or an economy class by air to recover the vessel from the point of immobilisation of the vessel.

Despatch of a Skipper

- 6.9 When a skipper has been repatriated for medical reasons, hospitalised for more than 10 days or has died and when no other member of crew is competent to command of the vessel, AXA will pay for return transport for the person named by the insured or the owner as his replacement.

Despatch of a Technician

- 6.10 In the event of an *Accident* which requires repairs on the spot AXA will pay for the cost of delivery to the mooring of a specialised technician named by the *Beneficiary*, if the vessel cannot be repaired by a local technician.

7. Exclusions Applicable to all Heads of Cover under this Insurance

- 7.1 In addition to the exclusions set out elsewhere in this contract, the incidents or consequences arising from the following are excluded and will give rise to no involvement or liability on the part of AXA whatsoever, nor will they give rise to an entitlement for indemnity whatever consequences may occur:
- 7.1.1 Alcohol misuse (defined as a blood alcohol level in excess of the limit stipulated by local regulation), or the use of medicines, drugs or narcotics which have not been prescribed by a doctor.
 - 7.1.2 Loss and damage caused by wilful misconduct of the *Beneficiary*.
 - 7.1.3 Participation (including training with a view to participation) in any competitive sport or rally which takes place for the purpose of national or international standing and organised by a sports federation which would issue a licence.
 - 7.1.4 Any participation in professional sport whatsoever or participation as an amateur in aerial, defence or combat sport.
 - 7.1.5 Participation in competitions or trials of endurance or speed and any preliminary tests and whether on board any means of transportation on land, water or in the air.
 - 7.1.6 The consequences of failure to comply with safety rules which apply to participation in any leisure sport.
 - 7.1.7 The deliberate failure to comply with regulations applicable in the country visited or the participation in an activity which is not authorised by local authorities.

- 7.1.8 Any official prohibition, arrest or restrictions imposed by a public authority.
 - 7.1.9 Loss and damage caused by explosives in the care and custody of a beneficiary.
 - 7.1.10 Voluntary participation in physical fights, with the exception of self defence.
 - 7.1.11 Any epidemic, the effects of pollution and natural catastrophe and their consequences.
- 7.2 The following will also give rise to no liability on the part of AXA and no reimbursement:
- 7.2.1 Excess baggage charges for transport by air and the cost of delivery of baggage which cannot be transported with the *Beneficiary*.
 - 7.2.2 Expenses which are not supported by original documentation.
 - 7.2.3 Expenses incurred by the *Beneficiary* to obtain any official documentation.
 - 7.2.4 Any national or international measure initiated or organised by any governmental or non-governmental authority or body.

8. War, Strikes and Malicious Acts Exclusions

- 8.1 Cover under this AXA Assistance Contract excludes all loss, damage, liability and expense whatsoever caused by or arising from:
- 8.1.1 War, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile action by or against a belligerent power.
 - 8.1.2 Capture, seizure, arrest, restraint or detainment and their consequences or any attempt thereat.
 - 8.1.3 Piracy.
 - 8.1.4 Derelict mines, torpedoes, bombs or other derelict weapons of war.
 - 8.1.5 Strikers, locked-out workmen, persons taking part in labour disturbances riots or civil commotions.
 - 8.1.6 Any terrorist or any person acting with a political motive or any person acting maliciously or from a political motive in the use of any weapon of war or in the detonation of any explosive.
 - 8.1.7 Confiscation or expropriation.

8.1.8 Violation of blockade, carriage of contraband, participation in prohibited commerce.

SECTION B

GENERAL CONDITIONS, RESTRICTIONS, LIMITATIONS AND EXCLUSIONS

It is the overriding duty of the assured under this policy to act as a prudent uninsured.

1. Change of Ownership

- 1.1 Cover under this contract will terminate automatically and this contract will be cancelled with immediate effect without notice if the *Insured Vessel* is:-
 - 1.1.1 Sold or transferred to new ownership or, where the *Insured Vessel* is owned by a company, there is a change in the controlling interests in that company.
 - 1.1.2 Managed or partly managed by a party other than the insured and there is a change in the identity of the manager(s).
- 1.2 In either case there will be a net pro rata return of premium, calculated on a daily basis.
- 1.3 Notwithstanding the above, cover under this contract may be extended by prior agreement in writing of AXA if the *Insured Vessel* is at sea when ownership or management is changed or transferred.

2. Class

Where the *Insured Vessel* is classed with a Classification Society at the date of inception of this contract, you **warrant** that it shall remain classed with that Society throughout the duration of this contract and that you will:

- 2.1 Comply with the Rules of that Classification Society and with any requirements, recommendations or restrictions issued or imposed by that Society in accordance with those Rules and within any period or by any date stated by that Society for compliance.
- 2.2 Notify AXA and obtain AXA's prior written agreement to any intended change of Classification Society in respect of the *Insured Vessel*, and when giving such notice stating in full all and any outstanding requirements, recommendations and restrictions issued or imposed by that Society in respect of the *Insured Vessel*.
- 2.3 Notify the Classification Society as soon as practicable of any event or circumstance which might affect the class of the *Insured Vessel*, including

(but not limited to) any event or circumstance which might cause that Society to impose or make any requirement, recommendation or restriction under its Rules.

3. Flag State and other Rules, Regulations and Requirements

- 3.1 You **warrant** that if the *Insured Vessel* is subject to rules or regulations imposed by the Flag State or any other regulatory body, including any national Coastguard, the *Insured Vessel* will remain subject to those rules and regulations throughout the duration of this contract, whether those rules and regulations apply compulsorily or voluntarily.
- 3.2 You **warrant** that you will comply with any requirement, restriction or recommendation made by the Flag State or such other regulatory body.
- 3.3 You **warrant** that the *Insured Vessel* will remain registered with the same Flag State (as set out in the **Particular Conditions**) throughout the duration of this contract unless AXA agrees in writing in advance to any change of Flag State.

4. Competent Command

The *Insured Vessel* shall be either under the command of a professionally qualified person at all times, or under the command of a competent person whilst *In Commission*, save when the *Insured Vessel* is safely secured alongside.

5. Further Exclusions

- 5.1 This contract excludes loss, damage, liability, cost and expense:
- 5.1.1 Where the *Insured Vessel* is not used in accordance with the use set out in the **Particular Conditions**.
- 5.1.2 Where the *Insured Vessel* is not used in accordance with normal use, nor in compliance with the applicable regulations.
- 5.1.3 Caused wilfully and intentionally or recklessly and with knowledge that such loss would probably result, by you, or by someone acting on your instructions or with your complicity.
- 5.1.4 Which arises from failure to abide by legislation and/or regulations in the following circumstances:

- 5.1.4.1 If you do not hold valid documents and/or appropriate navigation (certificates/permits).
- 5.1.4.2 If the documents on board the *Insured Vessel* are not in order or not valid.
- 5.1.4.3 If ownership of your vessel is not in accordance with the applicable regulations.
- 5.1.4.4 If the number of persons on board exceeds the maximum stated by either the builders or the relevant legislation, whichever is the lesser.
- 5.1.4.5 If you navigate outside the geographical limits set out in the **Particular Conditions** or outside the limits stipulated by the relevant regulations, save in the case of emergency or in the case of rendering salvage services to another vessel in distress for the purpose of saving life or property (**Important: Areas of Perceived Enhanced Risk are subject to particular rules as per the AXA Marine policy Section A, Part II, clause 7 et seq).**
- 5.1.4.6 If you or the people on board are carrying out any illegal or unlawful activity or act.
- 5.1.4.7 If the *Insured Vessel* is used in such a manner, or engaged on a *Voyage*, that exposes the vessel or the people on board to unreasonable or unnecessary risk or hazard.
- 5.1.5 Where the *Insured Vessel* is under your command and which arise where you are under the influence of alcohol or drugs which have not been medically prescribed.
- 5.1.6 Where the *Insured Vessel* is under the command of another person authorised by you where that person is under the influence of alcohol or drugs which have not been medically prescribed, and where you have failed to prevent such person from exercising command.
- 5.1.7 Which occurs during or on the occasion of participation of the *Insured Vessel* in any display, regatta, competition, speed trial or race and whether the *Insured Vessel* is used alone or as part of a team or in any other similar use, save as otherwise provided in the **Particular Conditions**.

5.1.8 Which arises from, or is caused by, the presence or use of any asbestos or any asbestos related product.

5.2 This contract further excludes loss, liability, damage, cost or expense arising from, caused by or in the nature of:

5.2.1 Confiscation, sequestration or requisition of the *Insured Vessel*.

5.2.2 Fines, together with expenses relating to fines.

5.2.3 Sanitary or disinfection operations.

5.2.4 Legal proceedings save as provided in Section A, clause 5 above.

5.2.5 Depreciation, loss of use and *Consequential Loss* (indirect damage).

6. Personal Effects

If you claim loss or damage to *Personal Effects*, you must prove their existence and value.

7. Termination

7.1 In addition to the termination provisions elsewhere in this contract, this contract can be terminated in the following ways:

7.1.1 **Termination will be automatic without notice in the following circumstances delete:**

7.1.1.1 In the event of change of Classification Society, Country of Registration and Flag.

7.1.1.2 In the event of *Total Loss* or *Disappearance* of the vessel.

7.1.1.3 In the event of requisition of the vessel.

7.1.2 **AXA can terminate this contract on seven (7) days notice in the following circumstances:**

7.1.2.1 If you do not comply voluntarily or otherwise with the terms and conditions of this contract.

7.1.2.2 If you do not pay your premium on the agreed date or dates.

7.1.2.3 In the event of an increase in risk during the course of this contract where AXA elects to refuse to continue coverage.

7.1.3 You or AXA can choose to terminate this contract on fourteen (14) days notice:

7.1.3.1 After the occurrence of loss or damage covered by this contract.

7.1.3.2 In the event of termination of another contract which has been underwritten by AXA for a similar risk or any other risk after loss.

7.2 Where termination is to be effected on notice, such notice will be effective at midnight on the expiry of seven or fourteen days from the date of issue by AXA or receipt by AXA, as the case may be.

8. Subrogation

On payment of any loss, damage, liability or expense under this contract AXA will be subrogated to all your rights to the extent of that payment.

9. Rights of Third Parties

This contract does not and is not intended to confer any right or benefit on any *Third Party* under any applicable legislation including but not limited to the Contracts (Rights of Third Parties) Act 1999; and this contract can be terminated or amended without the consent of any *Third Party* by the agreement between the insured named in the **Particular Conditions** and AXA.

10. Amendments and Waivers

There shall be no amendment to these **General Provisions**, the **Particular Conditions** or any **Endorsement** otherwise than by **Endorsement** in writing. AXA will not waive nor be stopped or prevented from relying on any right or entitlement unless AXA expressly agrees to do so in writing.

11. Limit of Liability

11.1 AXA cannot be held responsible for any professional, commercial financial or economic loss or damage whatsoever sustained by a beneficiary following an

incident which has required the provision of assistance services under this policy.

- 11.2 It is not the function of AXA under this contract to act as a substitute for local or national emergency or search and rescue services, and AXA will not pay for expenditure whatsoever incurred by such services in the absence of contractual agreement to the contrary.

12. Cyber Attack Exclusion

12.1 Subject always to clause 12.2 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means of inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or other electronic system.

12.2 Where you have purchased War Risks insurance from AXA, clause 12.1 above shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

13. Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion

This clause shall be paramount and shall override anything contained in this contract inconsistent therewith.

13.1 In no case shall this contract cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

13.1.1 Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste, or from the combustion of nuclear fuel.

13.1.2 The radioactive, toxic, explosive or other hazardous and contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

13.1.3 Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

13.1.4 The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. This exclusion in this sub-clause

does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

13.1.5 Any chemical, biological, biochemical or electromagnetic weapon.

14. Exceptional Circumstances

The obligations of AXA under this contract are to use reasonable means to achieve the desired result, but AXA has no obligation whatsoever to achieve a particular result.

15. The Protection of Personal Information

15.1 For quality control purposes it is agreed that telephone conversations between *Beneficiaries* and AXA can be recorded by AXA.

15.2 The *Beneficiaries* under this contract are advised that information gathered at the time of a call for assistance is indispensable for the provision of services under the terms and conditions of this policy.

15.3 If information to which AXA is entitled under this contract is not provided this will entail the loss of cover under this policy.

15.4 The information obtained is for the internal use of AXA only, as well for the persons who are required to provide services under this contract, within the scope of their respective responsibilities. Accordingly it is agreed that personal data can be sent by AXA to countries both inside and outside the European Union.

15.5 The *Beneficiaries* under this contract are entitled to access and to amend any information recorded about them, by application to the legal service of AXA

16. Prior Agreement Clause

There will be no reimbursement under this policy for any steps taken by the *Beneficiary* or by his entourage for matters which would otherwise be partly or entirely covered by this policy unless AXA's prior agreement has been obtained as evidenced by an AXA file number.

17. **Legality**

AXA can only provide services as permitted by national and international laws and regulations.

18. **Time Limit**

No legal proceedings can be commenced against AXA for the recovery of any claim under this contract **unless commenced within 24 months** from the date of any *Accident* or occurrence from which the claim arises. If legal proceedings are commenced after that date they will be time barred.

19. **Recovery of Outstanding Monies**

Any claim by AXA against you in respect of premium or in respect of any other sums due to AXA under this contract shall be referred to the exclusive jurisdiction of the English Court under paragraph 21 below.

20. **Mediation Clause**

In the event of any claim or dispute between you and AXA arising out of or in connection with this contract (including questions of the existence, validity or termination of the contract or any other cause of action whatsoever) other than a claim by AXA under clause 19 above, and where it cannot be resolved by discussion or negotiation, the matter shall in the first instance be referred to mediation in London in accordance with the *LMAA* Mediation Terms 2002 (or any later version of those Terms) or the latest version of the *CEDR* Model Mediation Agreement without prejudice to your right or the right of AXA to commence legal proceedings.

21. **Jurisdiction and Proper Law**

This policy shall be governed by and construed in accordance with English law and subject to the exclusive jurisdiction of the English High Court in London.

SCHEDULE I

DEFINITIONS

Abroad: Any country outside your country of *Domicile*. In respect of medical fees insurance abroad, countries designated in France as “TOM” (“Territoires d’Outre-Mer”) will be considered as abroad when your *Domicile* is in *France*.

Accident: A sudden unpredictable, unintended and fortuitous event arising from any external person or cause.

Beneficiary(ies)/You: In this contract the term “you” or the “insured” refers to the insured named in the **Particular Conditions**. “Beneficiaries” will include employees of the insured during the course of their employment on board the *Insured Vessel* and any independent contractors working in the capacity of crew, hotel or catering personnel whilst on board the *Insured Vessel*.

CEDR: Centre for Effective Dispute Resolution.

Consequential Loss following physical loss and damage: Any loss following physical loss and damage which results in *Total* or *Partial Loss* of use of property or of a benefit; or a loss of clientele or interruption of a service or of an activity.

Deductible: The sum which you are required to pay in respect of each *Accident* or occurrence as set out in the **Particular Conditions**.

Delivery of Services: Our services can only be provided in port.

Disappearance: *Total Loss* of the *Insured Vessel* is deemed to have occurred if no news of the *Insured Vessel* is received for a period of 90 days.

Domicile: Your principal or habitual place of residence. This can be anywhere in the world.

Facts Giving Rise to Claims: Any grave physical injury, death or any event requiring our intervention as set out in the Assistance insurance.

Fixtures: Navigational equipment which is incorporated into the vessel including wet weather clothing attached to the vessel.

France: Metropolitan France, Andorra, Monaco and the “DOMs” (“Domaines d’Outre-Mer”).

Hospitalisation: An unplanned stay, for a period in excess of 24 hours, in a public or private medical institution required or prescribed by a medical authority for medical or surgical treatment following a grave physical injury.

Illness: Sudden and unpredictable change in physical health certified by a competent medical authority.

Insured Vessel: The vessel identified in the **Particular Conditions**, including its *Machinery*, gear, equipment, fittings, running and static rigging and sails.

In Commission: The *Insured Vessel* is in commission when it has all its normal equipment and gear on board and is fitted out and ready for use.

LMAA: London Maritime Arbitration Association.

Machinery: The entire principal propulsion equipment and safety equipment of the *Insured Vessel* and of the *Tender(s)*. This will include the main engine, motors, propeller shaft, propellers and all components which are essential to the operation of this equipment.

Medical Team: Structure or team adapted to the individual case and constituted by our medical regulator.

Members of your family: Your spouse or civil partner or any other person who is related to you by a civil contract such as PACS, your parents or grandparents, descendants or those of your spouse or partner, your father in law, mother in law, brothers, sisters, brother in law, sister in law, gendres, daughter in law, uncles, aunts, nephews, nieces and those of your spouse or partner.

These persons must be domiciled in the same country as you, save where there is specific agreement to the contrary.

Partial Loss: Any loss and damage covered by this contract which is not an actual or constructive *Total Loss*.

Personal Effects: All objects and equipment, whose existence you can prove, belonging to insured persons and which are not related to life on board nor to navigation of the vessel and

which were not part of the original *Insured Vessel*, its *Tender(s)* its *Fixtures*, fittings, gear and equipment including wet weather gear.

Personal Injury: Physical injury to persons.

Relatives: Any physical person nominated by you (or persons legally entitled to act on your behalf). This person must be domiciled in the same country as you.

Sue and Labour Expenses: Reasonable expenditure incurred by the assured for the purpose of averting or minimising loss.

Tender: A boat with or without motor which is designed for use with the *Insured Vessel* and is registered in the name of the *Insured Vessel* and named in the **Particular Conditions**.

Territoriality: The insurance coverage is provided on worldwide basis save where there is express provision to the contrary.

Third Party/Parties: Any person or company which is not defined as an insured in this contract.

Total Loss (actual and constructive):

- There is an actual total loss where the *Insured Vessel* is destroyed, so damaged as to cease to be a thing of the type insured or irrecoverable.
- There is a constructive total loss in the event of a total *Disappearance* of the *Insured Vessel* (and/or its *Tenders*) or where the cost of repair or replacing the vessel exceeds 80% of the *Agreed Value* stated in the **Particular Conditions**.

Voyage: Any voyage, trip or cruise aboard an *Insured Vessel* together with any transport on land during any call in port.

Water Skier: Any person pulled by the *Insured Vessel* or its *Tender(s)*, whether barefoot, on a mono ski, on water skis, on a waterboard, on a ski board, on an inflatable or on a ski bus, but excluding any other machinery or accessory and excluding any use of jet skis.

The number of skiers to be towed by the vessel or a *Tender* is subject to a maximum of two persons.