

Crew, guests and others

~~Claims from Your crew, guests or others to pay damages or compensation for personal injury, illness and death. Related medical costs and other expenses are covered, too. We also cover claims made against Your crew as a result of carrying out their professional duties.~~

Liability to pay damages or compensation to your crew, guests or other persons for personal injury, illness or death including medical or other expenses incurred in relation to such claims.

Death and/or disability payments You provide under individually negotiated and agreed Seafarers' Employment Agreements (SEAs) or crew contracts so long as contractually agreed payments are reasonable and appropriate for the duties and position held by the crew when viewed against the prevailing compensation regime.

Explanation

This change is to simplify the wording and align with other policies. It does not represent any change to the extent of cover provided.

Fines

Fines imposed on You or any crew that You are obliged to reimburse for accidental escape or discharge of oil or other substances from Your Yacht, breach by You of any immigration law or regulation, and any other Fine where You satisfy the Board of the Shipowners' Club that You took such steps as appear to the Board reasonable to avoid the event giving rise to such Fine and which the Board in its discretion decides that You should recover.

Explanation

Corrections/typos.

Inquiries and Criminal Proceedings

If the Managers agree in writing, or the Board of the Shipowners' Club in its discretion decides in *Your* favour, and on the basis they were incurred for the purpose of averting or minimising any expense or liability covered by Us, then *You* may recover the reasonable costs and expenses of protecting *Your* interests at formal inquiries into a *casualty* and the reasonable costs of defending criminal proceedings brought against *Your* master, crew and agents, if *You* have responsibility for them.

Explanation

This clarifies the scope of cover for Members' legal and related expenses arising from official investigations or criminal proceedings connected to an insured vessel. It specifies: cover for expenses incurred in government or authority investigations into a loss or casualty; cover for expenses incurred in defending criminal proceedings against the Master, crew, or associated parties; and a clear proviso that costs are only recoverable if they are incurred with the Managers' written agreement or the Board's discretion), and the incurring of such costs and expenses carried the aim to avert or minimise liabilities that may be covered by the Association.

Pollution and environmental liabilities

Pollution from Your Vessel, including the cost of clean up and reasonable measures taken to prevent an imminent risk of pollution. For damage or contamination to property belonging wholly or in part to You, You shall have the same rights of recovery and We shall have the same rights as if such property belonged to wholly different owners.

Damage to coral reefs and other sensitive marine environments providing these occur as a result of an ~~identifiable event~~Incident.

Explanation

Change to Incident as defined in the policy. "Incident means an accident or occurrence relating to the operation or use of Your Yacht. A series of incidents which have the same cause will be treated as one incident."

Exclusions

24. Surveys & Management Audits. Subject always to the Insurance Act 2015, unless the Board of the Shipowners' Club in its discretion otherwise decides, We do not pay claims arising after You have failed to comply with any of Your obligations under general condition 'Surveys and Management Audits'. In no case do We pay claims which arise out of defects identified during a survey and/or management audit and that in Our opinion are not satisfactorily resolved within Our required timeframe, as communicated to You.

Explanation

Clarification of the obligation to rectify defects within required timeframes in order for cover to be maintained.

Exclusions

25. Time bar. We do not pay a claim if You have not told Us of any event or matter which could give rise to that claim within one year of Your first knowing about it (or in *Our* view when You should have known of it); or if You do not submit to Us for reimbursement a claim within a~~one~~ year of having yourself settled it. We do not in any event pay a claim if You have not told Us in writing of that claim, within three years of the event or matter that gave rise to it.

Explanation

Corrections/typos.

Named Windstorm

When a named windstorm warning is issued for the area where Your Yacht is located, You must immediately take all reasonable steps to protect it including moving it in a time, manner and direction reasonably calculated to avoid the effects of the named windstorm, to a place that is better sheltered from the named windstorm, if it is safe to do so. However, if in the reasonable opinion of your Master moving Your Yacht is not practical or would be more dangerous than staying where it is, You may keep it at its current berth only if it is in a recognised safe or sheltered location (such as a hurricane hole or a typhoon shelter), or a marina designed and operated to named windstorm resilience

standards (meaning it has strong well-anchored mooring structures, adequate water depth and protection from surge and waves, secure tie down points, and a formal severe-weather preparedness plan). You must at all times follow any local authority or marina storm instructions.

Explanation

Moved from COI and amended to include notion that staying put may be an acceptable course of action.