

## ACCIDENTAL DEATH & DISABILITY BENEFITS

### SICK PAY

The *Underwriters* hereby agree with the Insured, to the extent and in the manner herein provided, that if the *Insured Person*:

- a) sustains *Bodily Injury*
- b) suffers *Illness*;

we will pay to the Insured, or to the Insured's Executors or Administrators, according to the attached Schedule after the total claim shall be substantiated under this insurance.

#### Provided Always That:

1. a) benefit shall not be payable under more than one of the items of the Scale of Permanent Disability (as defined within *Permanent Disablement*) in respect of the consequences of one *Accident*.  
b) no weekly benefit shall become payable until the total amount thereof has been ascertained and agreed. Where any payment is made for weekly benefit, the amount so paid shall be deducted from any lump sum subsequently payable in respect of the same *Accident*.
2. the total sum payable under this insurance in respect of any one or more claims shall not exceed in all the largest benefit under any one of the items contained in the Scale of Permanent Disability (as defined within *Permanent Disablement*).
3. if Item 1.1 of the Schedule is covered and an *Accident* causes the death of the *Insured Person* within twelve months following the date of the *Accident* and prior to the definite settlement of the benefit for disablement provided for under Item 1.2 of the Schedule, there shall be paid only the benefit provided for in the case of death.

### MEDICAL WELFARE

The *Underwriters* will indemnify the Insured in respect of *Medical Expenses* and *Travel Expenses* necessarily incurred as a direct result of an *Insured Person* sustaining *Bodily Injury* or

contracting sickness or disease within the Period of Insurance.

The repatriation of an *Insured Person* will only be deemed necessary if a qualified medical practitioner estimates or certifies that the *Insured Person* should be repatriated because local facilities are inadequate for the treatment of his or her condition or his or her prospects of recovery will be substantially improved.

In the case of death an additional amount of up to EUR 10,000 (or currency equivalent) is payable in respect of burial, cremation and/or expenses incurred in transporting an *Insured Person's* body or ashes to his or her normal place of residence.

Cover is extended to include Emergency *Medical Expenses* in respect of *Guests* on-board including direct travel to and from the yacht and whilst on board the yacht.

Cover in respect of *Guests* is limited to EUR 50,000 per person per claim.

All cover in respect of *Medical Expenses* will be limited to a maximum of 24 months after first incurring *Medical Expenses* arising from the same cause.

## EXTENSIONS / ADDITIONAL BENEFITS

### Cancellation and Curtailment Expenses Extension

The *Underwriters* will indemnify the Insured in respect of all non-recoverable deposits, advance payments and other charges which have been paid or are contracted to be paid by the Insured or *Insured Person* for travel and accommodation up to the cost of the *Insured Journey* but not exceeding the Sum Insured stated within the Schedule due to:

- a) death or disablement of an *Insured Person* or the spouse, child, parent, brother, sister, fiancée or close business colleague of the *Insured Person* or other person with whom the *Insured Person* had intended to travel or stay,
- b) compulsory quarantine, jury service, witness call of an *Insured Person* or any person with

whom the *Insured Person* is travelling or intending to travel or a close business colleague of an *Insured Person*,

- c) an *Insured Person's* residence or normal place of work being rendered uninhabitable within 10 days of the commencement of an *Insured Journey* as a result of physical loss or damage or the *Insured Person's* presence being required by the Police following burglary or attempted burglary at the *Insured Person's* residence or normal place of work.

Coverage is limited to EUR 2,500

### Country of Domicile

Cover is extended to include *Medical Expenses* in the *Insured Person's* own country of domicile.

### Dental Expenses Extension

It is agreed that *Medical Expenses* is deemed to include dental expenses. However, cover will be limited to expenses incurred due to treatment required as a result of *Bodily Injury* or in an emergency.

Emergency treatment is defined as treatment required following *Bodily Injury* and/or in the event of severe pain and/or treatment which cannot be postponed without impairing efficiency.

Cosmetic, corrective or routine dental treatment is not covered unless required due to a *Bodily Injury*.

### Diving Extension

Cover is extended to include death due to an *Accident, Permanent Disablement, Temporary Total Disablement* and *Medical Expenses* as a consequence of diving. It is warranted that divers must have a Professional Association of Diving Instructors (PADI) qualification or equivalent, or be under the supervision of a PADI qualified instructor or no cover is given under this extension.

### Extended Coverage Area

It is agreed that for a period not exceeding 6 weeks annually per person coverage is temporarily extended to Worldwide in order to cover crew members travelling away from the yacht.

### Optical Expenses Extension

It is agreed that *Medical Expenses* is deemed to include optical expenses. However, cover will be limited to expenses incurred due to treatment required as a result of *Bodily Injury* or in an emergency.

Emergency treatment is defined as treatment required following *Bodily Injury* and/or in the event of severe pain and/or treatment which cannot be postponed without impairing efficiency.

Coverage is limited to EUR 500 in respect to glasses.

### Replacement Crew Expenses

The *Underwriters* will indemnify the Insured up to the Sum Insured stated within the Schedule in respect of reasonable travel and accommodation costs necessarily incurred in sending and/or returning a substitute *Insured Person* in order to carry out the duties of the original *Insured Person* who must have sustained *Bodily Injury* or contracted sickness or disease within the Period of Insurance.

Replacement Costs shall be limited to economy return air flight and other essential expenses incurred in the transportation of the substitute *Insured Person*.

Coverage is limited to EUR 5,000

### Temporary Crew & Day Workers' Extension

Cover is extended to include death due to an *Accident, Temporary Total Disablement* and *Medical Expenses* in respect of *Accident* only up to EUR 25,000 per person, per *Accident*.

### Wintersports Extension

Cover is extended to include death due to an *Accident, Permanent Disablement, Temporary Total Disablement* and *Medical Expenses* as a consequence of Wintersports.

### Passport Indemnity Expenses

The *Underwriters* will reimburse the Insured for reasonable travel and accommodation costs following the loss of an *Insured Person's* passport during the Period of Insurance which are necessarily incurred in order to obtain a replacement up to the amount of EUR 500 (or currency equivalent).

**SPECIAL EXCLUSIONS (applicable only to this Section)**

The Underwriters will not be liable:

1. In respect of the loss of a passport which has not been reported to the appropriate authorities of the relevant issuing country within 24 hours of discovery.

**CONDITIONS**
**Claims Notification**

Notice must be given to the *Underwriters* as soon as reasonably practicable of any incident which causes or may cause a claim under this insurance and the *Insured Person* must as early as possible place himself under the care of a duly qualified medical practitioner.

Notice must be given to the *Underwriters* as soon as reasonably practicable in the event of the death of the *Insured Person* resulting or alleged to result from an *Accident*.

**Fraud, misstatement, or concealment**

If the Insured makes a fraudulent claim under this insurance, the *Underwriters* will not be liable to pay the claim and may recover from the Insured any sums paid in respect of the claim. The Underwriters may also, by notice to the Insured, treat the insurance as having been cancelled with effect from the time of the fraudulent act.

If the *Underwriters* exercise their right to cancel, they will not be liable in respect of a relevant event occurring after the time of the fraudulent act and the *Underwriters* need not return any of the premiums paid. A relevant event is whatever gives rise to the *Underwriters'* liability under this insurance.

If a fraudulent claim is made under this insurance by or on behalf of an *Insured Person*, the *Underwriters* may exercise the rights set out in this provision as if the insurance were between the *Underwriters* and that *Insured Person*. The exercising of any such rights shall not affect the cover provided under the insurance for any other person.

The Insured is requested to make a fair presentation of the risk by disclosing to the *Underwriters*, in a reasonably clear and accessible way, every material circumstance which the

Insured knows or ought to know, or by giving the *Underwriters* sufficient information to put a prudent *Underwriters* on notice that it needs to make further enquiries. This is because the *Underwriters* have relied on the information that the Insured has provided. A matter is material if it would influence the judgment of a prudent insurer as to whether to accept the risk or set the terms of the insurance.

This duty applies prior to entering into this insurance, prior to entering into any variation to this insurance and prior to renewal of this insurance.

In the event the Insured breaches the duty of fair presentation, the *Underwriters* will have the remedies available to them, as set out under the Insurance Act (2015). For example, the *Underwriters* may avoid the contract and refuse to pay all claims, or amend the terms of this insurance or reduce the amount of a claim payment, depending on whether the breach was deliberate or reckless, or not.

Nothing in this clause is intended to vary the position under the Insurance Act (2015).

**Increased Risk**

If the *Insured Person* shall regularly engage in any occupation, sport, pastime or other activity in which materially greater risk may be incurred than previously disclosed in connection with this insurance without first notifying the *Underwriters* and obtaining their written agreement to the inclusion under this insurance, (subject to the payment of any additional premium as the *Underwriters* may reasonably require as the consideration for such agreement), then no claim shall be payable in respect of any *Accident* or *Illness* arising from such activity.

**Medical Information**

It is a condition precedent to *Underwriters'* liability to pay compensation to the Insured or his representatives, 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 *Underwriters* 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 make examination of the person of an *Insured Person*.

### Other Insurance

If at the time of a loss there is another policy or certificate of insurance effected in the Insured's name or covering an *Insured Person* which provides cover for the event or events as insured within this certificate, the liability of *Underwriters* will be limited to their rateable proportion of any such loss.

### Affordable Care Act

This insurance is not subject to, and does not provide certain insurance benefits required by the United States' Patient Protection and Affordable Care Act ("PPACA"). PPACA requires certain US citizens or US residents to obtain PPACA compliant health insurance, or "minimum essential coverage." PPACA also requires certain employers to offer PPACA compliant insurance coverage to their employees. Tax penalties may be imposed on U.S. residents or citizens who do not maintain minimum essential coverage, and on certain employers who do not offer PPACA compliant insurance coverage to their employees. In some cases, certain individuals may be deemed to have minimum essential coverage under PPACA even if their insurance coverage does not provide all of the benefits required by PPACA. You should consult your attorney or tax professional to determine whether this policy meets any obligations you may have under PPACA.

### Australia Healthcare

The Underwriters will not be liable for:

Any Medical Expenses incurred by an Insured Person in their national territory where Underwriters are unable to provide cover due to local legislation. This will include but not be limited to the Healthcare Act 2008 (Australia).

### Premium Payment Clause

The (Re)Insured undertakes that premium will be paid in full to *Underwriters* within 60 days of inception of this policy (or, in respect of installment premiums, when due). If the premium due under this policy has not been so paid to *Underwriters* by the 60th day from the inception of this policy (and, in respect of installment premiums, by the date they are due) *Underwriters* shall have the right to cancel this policy by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to *Underwriters* on a pro rata basis for the period

that *Underwriters* are on risk but the full policy premium shall be payable to *Underwriters* in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this policy. It is agreed that *Underwriters* shall give not less than 14 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to *Underwriters* before the notice period expires, notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate at the end of the notice period. Unless otherwise agreed, the Leading *Underwriter* (and Agreement Parts if appropriate) are authorised to exercise rights under this clause on their own behalf and on behalf of all *Underwriters* participating in this contract. If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect. Where the premium is to be paid through a London Market Bureau, payment to *Underwriters* will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

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### Sanctions Limitations and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

15 September 2010  
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### Cancellation

1. This policy may be cancelled at any time by *Underwriters* or the Insured, by either party giving the other thirty (30) days notice in writing, to their last known address or registered office (if a company) and the premium will be adjusted on a pro rata basis.
2. However, if this policy is cancelled by the *Underwriters* due to the non-payment of premium, the *Underwriters* will give the

Insured written notice of cancellation at the Insured's last known address or registered office (if a company) at least 15 days before the effective date of cancellation. The policy period will end on the date cancellation takes effect."

### EXCLUSIONS

This insurance does not cover claims in any way caused or contributed to by:

1. war, whether war be declared or not, hostilities or any act of war or civil war;
2. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials;
3. nuclear reaction, nuclear radiation or radioactive contamination;
4. the *Insured Person* engaging in or taking part in armed forces service or operations;
5. the *Insured Person* engaging in flying of any kind other than as a passenger;
6. the *Insured Person's* suicide or attempted suicide or intentional self-injury or the *Insured Person* being in a state of insanity;
7. venereal disease or Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immuno-deficiency Virus (HIV) howsoever these have been acquired or may be named;
8. the *Insured Person's* deliberate exposure to exceptional danger (except in an attempt to save human life);
9. the *Insured Person's* own criminal act;
10. the *Insured Person* being under the influence of alcohol or drugs;
11. pregnancy or childbirth within two months prior to the expected date of birth, or childbirth.
12. in respect of *Temporary Total Disablement*, neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or mental or emotional diseases or disorders of any type;
13. any costs in respect of medical treatment or travel where it is illegal for *Underwriters* to do so under local legislation.
14. Pre-existing Conditions - Unless otherwise declared and agreed by the *Underwriters*, no benefit will be payable for any condition for

which the *Insured Person* has sought advice, diagnosis, treatment or counseling or of which the *Insured Person* was or should reasonably have been aware at inception of this insurance or for which the *Insured Person* has been treated during twelve months prior to the inception of this insurance.

### DEFINITIONS

The titles in this Certificate are only for reference. The titles do not in any way affect the provisions of this Certificate.

The terms used in this Certificate shall have the following meanings where shown in *italicised* type. Where words are not shown in *italicised* type their meaning will be based on the context in which they appear.

Words in the singular are deemed to include the plural and vice versa. Words in the masculine will include the feminine and vice versa.

*ACCIDENT* means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Period of Insurance. *Accident* shall also include disappearance. If the *Insured Person* is not found within twelve months of disappearing, and sufficient evidence is produced satisfactory to the *Underwriters* that leads them inevitably to the conclusion that the *Insured Person* has sustained *Bodily Injury* and that such injury has caused the *Insured Person's* death, the *Underwriters* shall forthwith pay any death benefit, where applicable, under this insurance, provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the *Underwriters* if the *Insured Person* is subsequently found to be living.

*ANNUAL SALARY* means the basic wages or salary paid by the Insured to the *Insured Person* over the 12 months prior to the Period of Insurance, excluding overtime, bonus payments, allowances and the like.

*BODILY INJURY* means identifiable physical injury which

- a) is caused by an *Accident*, and
- b) solely and independently of any other cause,

Except *illness* directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the *Insured Person* within twelve months from the date of the *Accident*.

## WORDING

**GUEST** means any person invited onto the Yacht by the Insured, with the intention of staying overnight in a non-working capacity.

**ILLNESS** means sickness or disease of the *Insured Person* which first manifests itself during the Period of Insurance and occasions the total disablement of the *Insured Person*.

**INSURED JOURNEY** means any journey undertaken by an *Insured Person* on behalf of the Insured which commences during the Period of Insurance and involves travel from the *Insured Person's* residence until arrival back at that residence.

**INSURED PERSON** means yacht crew employed by the Insured to work on board the Yacht.

**MEDICAL EXPENSES** means usual, customary and reasonable expenses necessarily incurred in respect of medical, surgical or remedial attention or treatment given or prescribed by a qualified medical practitioner, hospital, nursing home, ambulance charges.

**PERMANENT DISABLEMENT** means disablement which shall be payable as a percentage of the *Permanent Disablement* Sum Insured in accordance with the Scale of Permanent Disability below:

### Loss of Sight

Total loss of sight of both eyes	100%
Total loss of sight in one eye	100%

### Loss of Hearing

Complete deafness of both ears	100%
Complete deafness of one ear	30%

### Loss of Limbs

Loss of both arms and/or both hands	100%
Loss of both legs and/or feet	100%
Loss of one arm and /or one hand	100%

Loss of one leg and/or foot	100%
Total paralysis of a limb	100%
Total Paralysis of a hand or foot	100%

### Loss of Fingers and/or Toes

Loss of a thumb and/or big toe	20%
Loss of a finger and/ or toes	5%
Loss of speech	100%
Total incurable insanity	100%

**LOSS OF LIMBS** means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.

Permanent disabilities by *Accident* not mentioned above shall be compensated in accordance with their seriousness as compared with that of those mentioned, the occupation of the *Insured Person* not being taken into consideration.

**TEMPORARY TOTAL DISABLEMENT** means disablement which entirely prevents the *Insured Person* from attending to their business or occupation.

**TRAVEL EXPENSES** means reasonable additional costs necessarily incurred for; travel, accommodation and repatriation expenses in respect of an *Insured Person* and up to 2 persons who, on the advice of a registered medical practitioner, are required to travel with, or remain with, or escort that *Insured Person*.

**UNDERWRITERS** means certain *Underwriters* at Lloyd's as detailed in the Certificate.

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This Policy is insured by certain *Underwriters* at Lloyds as detailed in the Certificate and administered by Sanctuary Insurance Brokers Limited under a delegated authority agreement as per the Agreement Number stated in the Certificate. This means that for certain activities Sanctuary Insurance Brokers Limited provides services to and acts as agents for certain *Underwriters* at Lloyds.

Sanctuary Insurance Brokers Limited is authorised and regulated by the Financial Conduct Authority registration number 309432. Registered in England and Wales, registered number 05050608, registered office Marlow House, 1a Lloyd's Avenue, London EC3N 3AA

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