

6-PACK / CHARTER / TOUR VESSEL APPLICATION

INSUREDS NAME		INSUREDS D.O.B.		PRODUCER NAME & ADDRESS			
BENEFICIAL OWNER (REQUIRED IF POLICY IS IN A COMPANY NAME)						LOSS PAYEE - NAME & ADDRESS:	
FULL MAILING ADDRESS:							
OCCUPATION:							
VESSEL NAME:							
EFFECTIVE DATE FROM			TO				
IF LAID UP: LOCATION :							
FROM:		TO:		ASHORE AFLOAT			
COVERAGES WILL NOT BE PROVIDED UNLESS REQUESTED HEREON							
COVERAGES		SUM INSURED	EQUIPMENT			PRIMARY POWER (IF OTHER DETAIL):	SAIL
HULL - PHYSICAL DAMAGE			BILGE PUMPS		GENERATOR DIESEL/GAS		OUTBOARD
TENDER/DINGHY			COOKING STOVE		SHIP TO SHORE RADIO		INBOARD
PERSONAL PROPERTY			FLAME DETECTOR		SATNAV/ OMEGA		INBOARD/ OUTDRIVE
TRAILER			CO2/HALON SYSTEM		LIFE RAFT		OTHER
MEDICAL PAYMENTS			FIRE EXTINGUISHERS		OTHER (LIST BELOW)	TYPE OF VESSEL (IF OTHER DETAIL):	SAILBOAT
LIABILITY COVERAGE			ANTI-THEFT DEVICES				MOTOR YACHT
CREW LIABILITY			LORAN/ DIRECTION FINDER				SPORTSFISHER
OWNER OPERATOR M&C			DEPTH SOUNDER				CRUISER
COMMERCIAL PASSENGER LIABILITY			RADAR			HULL MATERIAL (IF OTHER DETAIL):	PERFORMANCE
UNINSURED BOATERS			SONAR				HOUSEBOAT
BREACH OF WARRANTY (FOR LOSS PAYEE ONLY)			EPIRB				FIBREGLASS
NON-EMERGENCY TOWING			GPS				STEEL
OTHER			ENGINE ALARM			TYPE OF HULL (IF OTHER DETAIL)	ALUMINIUM
							WOOD
						FUEL TANK	KEVLAR
							CARBON FIBRE
							MONOHULL
							CATAMARAN
							METAL
							FIBREGLASS
VESSEL INFORMATION							
YEAR	LENGTH	DATE PURCHASED	PURCHASE PRICE	PRESENT VALUE	MAX SPEED	HULL IDENTIFICATION NO:	
REGISTRATION NO:		VESSEL FLAG:		MANUFACTURER/MODEL:			
ANTI-THEFT PRECAUTIONS:				MAIN MOORING/STORAGE LOCATION (FULL ADDRESS):			

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TENDERS OR DINGHIES:							
WATERS TO BE NAVIGATED (YOU MAY ATTACH AN ITINERARY- PLEASE NOTE EXTENDED NAVIGATION REQUIRES SUPPLEMENTARY SHEET):							
VESSEL LOCATION JULY 1 ST - NOV 1 ST (INCLUDING CO-ORDINATES IF KNOWN)							
ENGINE/OUTBOARD MOTOR INFORMATION							
ENG	H.P.	GASOLINE	DIESEL	YEAR	DATE PURCHASED	PURCHASE PRICE	PRESENT VALUE
1							
2							
3							
MANUFACTURER/MODEL					SERIAL NUMBER		
1							
2							
3							
DATE VESSEL LAST SURVEYED		ASHORE/AFLOAT		HAS SURVEY BEEN SUPPLIED TO UNDERWRITER: Y/N			
TRAILER INFORMATION		YEAR	DATE PURCHASED	PURCHASE PRICE		PRESENT VALUE	
MANUFACTURER/MODEL:					SERIAL NUMBER:		
OPERATORS (ALWAYS LIST INSURED AS OPERATOR #1) ALL OPERATORS MUST BE DETAILED - USE SEPARATE SHEET IF NECESSARY PLEASE NOTE THIS OPERATORS INFORMATION CONSISTS OF THREE PARTS (A, B & C)							
A	NAME		D.O.B.	STATE OF RESIDENCE		VIOLATIONS/SUSPENSIONS (INCLUDING AUTO) IN LAST 5 YEARS	
1							
2							
3							
B	BOATING QUALIFICATIONS			YEARS OF BOAT OWNERSHIP		YEARS OF BOATING EXPERIENCE	
1							
2							
3							
C	DETAILS OF PREVIOUS VESSELS OWNED						
1							
2							
3							
GENERAL INFORMATION - IF YOU ANSWER 'YES' TO ANY OF THE QUESTIONS BELOW PLEASE GIVE FULL DETAILS ON NEXT PAGE							
#		YES	NO	#		YES	NO
1	IS THE BOAT CHARTERED TO OTHERS WITH CAPTAIN?			6	IS THE BOAT USED COMMERCIALY OR FOR BUSINESS PURPOSES?		
2	IS THE BOAT CHARTERED TO OTHERS WITHOUT CAPTAIN?			7	WILL THE VESSEL BE OPERATED SINGLE HANDED AT NIGHT?		
3	WILL THE VESSEL BE USED FOR RACING DURING THE POLICY PERIOD?			8	HAVE YOU OR ANY NAMED OPERATOR BEEN INVOLVED IN A MARINE LOSS IN THE LAST 10 YEARS (INSURED OR NOT)?		
4	IS THE BOAT USED FOR WATER SKIING OR DIVING WHETHER OR NOT VEESEL IS OPERATED COMMERCIALY			9	WAS ANY INSURANCE DECLINED, CANCELLED OR NON-RENEWED IN THE LAST 5 YEARS?		
5	IS THE BOAT USED FOR FARE PAYING PASSENGERS? IF YES:			10	DOES THE APPLICANT EMPLOY PAID CREW?		
	WHAT IS THE NUMBER OF PASSENGERS PER TRIP (MAXIMUM & AVERAGE)	MAX	AVG		IF SO, HOW MANY?		
	NUMBER OF TRIPS PER YEAR			11	DOES ANYONE RESIDE ABOARD THE VESSEL?		

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GUIDANCE NOTES:

1	IS THE BOAT CHARTERED TO OTHERS WITH CAPTAIN?	Please complete supplementary sheet CAPTAIN CHARTER
2	IS THE BOAT CHARTERED TO OTHERS WITHOUT CAPTAIN?	Please complete supplementary sheet BAREBOAT CHARTER
3	WILL THE VESSEL BE USED FOR RACING DURING THE POLICY PERIOD?	Please complete supplementary sheet RACING
6	IS THE BOAT USED COMMERCIALY OR FOR BUSINESS PURPOSES?	Please detail usage in Information Box below
10	DOES THE APPLICANT EMPLOY PAID CREW?	Please complete supplementary sheet CREW

INFORMATION (IF THIS SPACE IS NOT SUFFICIENT PLEASE NOTE BELOW AND USE A SEPARATE SHEET):

PLEASE READ BEFORE SIGNING APPLICATION

1. This application will be incorporated in its entirety into any relevant policy of insurance where insurers have relied upon the information contained therein.
2. **Any misrepresentation in this application for insurance will render insurance coverage null and void from inception. Please therefore check to make sure that all questions have been fully answered and that all facts material to your insurance have been disclosed, if necessary by a supplement to the application.**
3. A photograph of the vessel is required to be submitted with this application.
4. **Fraud Statement - please see page 4 of this application form & initial the paragraph relevant to you to indicate that you have read and understood this.**

APPLICANT SIGNATURE:	PRINT NAME & STATE YOUR CONNECTION TO THIS POLICY IF YOU ARE NOT THE NAMED INSURED/BENEFICIAL OWNER	SIGNATURE DATE:
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Applicable in California

For your protection, California law requires the following to appear on this form:

Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

California Insurance Frauds Prevention Act 1871.2

Applicable in Florida and Idaho

Any person who Knowingly and with the intent to injure, Defraud, or Deceive any Insurance Company Files a Statement of Claim Containing any False, Incomplete or Misleading Information is Guilty of a Felony*

*In Florida – Third Degree Felony

Applicable in Indiana

A person who knowingly and with intent to defraud an insurer files a statement of claim containing false, incomplete, or misleading information commits a felony.

Applicable in Nevada

Pursuant to NRS 686A.291, any person who knowingly and willfully files a statement of claim that contains any false, incomplete, or misleading information concerning a material fact is guilty of a felony.

Applicable in New Hampshire

Any person who, with purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided by RSA 638:20.

Applicable in New Jersey

Any person who knowingly and with the intent to defraud any insurance company or other persons, files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact, material thereto, commits a fraudulent insurance act, which is a crime, subject to the criminal prosecution and civil penalties

Applicable in New York

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact, material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Applicable in Ohio

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Applicable in Oklahoma

WARNING: Any person who knowingly and with the intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony

Applicable in Pennsylvania

Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and payment of a fine of up to \$15,000.

Supplementary Sheet

Bareboat Charter

- 1. Please supply a copy of your standard charter agreement**
- 2. Do you charter to corporations or organizations of any description, such as charities or youth movements or only to individuals?**
- 3. Do you charter your vessel to other charter companies?**
- 4. Please describe the minimum acceptable experience and qualifications you will accept when chartering.**
- 5. Please advise the steps you take to verify each charterers experience and qualifications.**
- 6. Please advise the maximum length of any charter and the maximum distance from port that charterers are permitted to take your vessel.**
- 7. Please advise the number of charters undertaken annually.**
- 8. Do you have a website? If so please provide the web address.**

Supplementary Sheet

Crew

1. **Please advise how many paid crew you employ including Captain (if any). Please include employees working on the vessel in any capacity.**

2. **Please advise if these are full time or part time and in what other capacities they are employed by you.**

3. **Please advise the maximum number of crew that would be on the vessel at any one time.**

4. **Are the crew in your full time employee or hired on a per charter basis?**

5. **Are you aware of any pre-existing injury or medical condition with regard to any employed crewperson or employee working on this vessel in any capacity?**

- 6) **If this vessel is engaged in recreational diveboat charter: Please advise if any crew/employee insured under this policy is required to perform any in water duties or assist in any dive instruction.**

BAREBOAT CHARTER ENDORSEMENT

It is hereby noted and agreed that coverage is extended for the scheduled vessel(s) to be used for bareboat charter provided always that:

- 1) When underway, the vessel is under the command of a competent person who holds all appropriate qualifications required by any applicable regulations.
- 2) Payments for the charter to be made by credit card and/or bank transfer and/or cheque with bank details recorded of the charterer.

In the event of cash payments direct with the Charterers and owners a deposit by Credit Card should be made with a copy of the passport and/or Driving License and/or Identity Card retained.

The Owner and/or the "Manager" detailed in the policy schedule shall be responsible for verifying the qualifications, experience and suitability of the charterer and to properly instruct him on the handling of the vessel including but not limited to the use of the "Emergency Manual" before handing the scheduled vessel(s) over to the charterer.

This insurance is also extended to cover the risk of embezzlement of the insured yacht by the charterer(s) provided the Charter operator has obtained third party reference on the identity and the current address of the person(s) signing the charter party by means other than a copy of the passport, i.e. a copy of a recent bank statement or a municipality bill before commencement of the charter. Copies of the respective documents are to be kept on file. Claims for embezzlement are subject to a deductible of 10% of the sum insured.

This policy of insurance is further extended to include coverage of the Named Insured (You), provided You are not in charge of the vessel at the time, for loss or damage to the Vessel and reasonable legal fees or reasonable expenses incurred in obtaining the release of the Vessel following impounding, arrest, detention, confiscation or any like act by any government or legally appointed authority of same as a result of any act (whether it be legal or otherwise) committed by a Charterer and/or Captain and/or Crewmember(s) and committed without your consent, knowledge or approval.

The above policy of insurance is also hereby amended to include coverage in the event of a Breach of Warranty by the Charterer and/or Captain and/or Crewmember(s), whether intentional or otherwise, and in the event, is to cover loss of and/or damage to the Vessel as a result thereof or during such Breach of Warranty provided such Breach of Warranty is committed without Your consent, knowledge or approval.

Unless specifically agreed by Insurers in writing such agreements may only be made for the purposes of recreational charter to individuals and not to other charter companies or commercial organisations.

In no event will the limit of the coverages stated above exceed the amount shown on the Declaration Page and nothing set forth herein will in any way otherwise alter, amend or modify the terms of the above policy of insurance.