

Policy handbook Sail Master Prestige Craft

YACHTS INSURANCE

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Welcome to Gulf Insurance Group (Gulf) B.S.C.(c)

important information

We would like to take this opportunity to welcome You as a customer.

This document explains the terms of Your insurance contract between You and Us.

The Schedule and Endorsements are all part of the Policy. Your Policy is evidence of the contract of insurance.

Please read this document carefully as it is important that You understand the cover Your Policy provides. We have defined important words in bold print.

Your Schedule also contains

about Your cover and You should read it with this document. If You find that the cover is not suitable for You or that there is anything You do not understand properly, please contact Your insurance adviser or, if none has been appointed by You, please contact Us directly as soon as possible.

We are committed to providing You with an exceptional level of service and customer care. We do realise that things can sometimes go wrong and this document explains our simple and effective Complaints Procedure.

2 Your Boat Policy Contract of Insurance

On the basis that the information that You have given to Us is true and complete to the best of Your knowledge and belief, (subject to the terms and conditions of the Policy and any Endorsements applicable to it), We will insure You against loss, damage and legal liability, which happens during the Period of Insurance shown in Your Schedule.

If the cover provided does not meet Your requirements You may return the Policy to the point of sale within 10 days from the date You bought it or the date You received Your Policy documentation, whichever is the later. We will only charge You on a pro rata basis for the time We have been on cover subject to a minimum Premium of AED 250 (or currency equivalent) for each boat provided You have not made and are not intending to make a claim and that no incident likely to give rise to a claim has occurred.

You must tell Us about any changes which affect Your Policy and which have occurred, either since Your Policy started or since the last renewal date. If You are not sure whether certain facts are relevant, please ask Your insurance adviser or, if none has been appointed by You, please contact Us directly. Your policy may not be valid, or may not cover You fully, if any relevant information is not disclosed. You should keep a written record, (including copies of letters), of any information You give to Us, or to Your insurance adviser, when You renew this Policy.

3 Definitions

Certain words shown below have a specific meaning. Whenever they are shown in Your Policy in bold type they will have that meaning.

Agreed Value

The Sum insured shown in Your Schedule which represents the value of Your boat as declared by You and agreed by both You and Us.

Ashore

Permanently out of the water and on land.

Cruising limits

Unless otherwise stated in The Schedule, the geographical area within which We have agreed to insure Your boat is:

- If Your boat is moored in the United Arab Emirates, Bahrain or in the Eastern Province of the Kingdom of Saudi Arabia, the permitted Cruising limits are within the Arabian Gulf and Gulf of Oman not north of 27 degrees N, but Excluding Iranian waters.
- If Your boat is moored in Oman, the permitted Cruising limits are within Oman Coastal Waters and/ or Gulf of Oman, Arabian Gulf not north of 27 degrees N but Excluding Iranian waters.

 If Your boat is moored in the Western Province of the Kingdom of Saudi Arabia, the permitted Cruising limits are within Saudi coastal waters.

You can travel outside Your Cruising limits if You are forced to by:

- i) The weather,
- ii) Any form of imminent danger to yourself or others or,
- iii) An order of a Government or legal authority.

Endorsement

A written record of any alteration We agree to make to Your Policy that is shown in Your Schedule.

Engine cut out device

A device specifically designed, sold and marketed to stop the engine(s) automatically, if detached or released, or another such other device approved by Us.

Excess

The first amount of each claim You have to pay. If Your boat is a Total loss You do not have to pay the Excess.

Fault (Faulty)

A failure in or of the design,

manufacture or installation of a component part of Your boat.

Fire extinguisher (Fire extinguishing systems)

A pressurised device or devices specifically designed, sold and marketed to emit a suitable fire extinguishing medium.

First Aid (First aided)

Action taken by a competent mechanic to flush out and wash Machinery with water, oil or any recognised material or treatment to prevent further damage occurring to the Machinery following being immersed or partially immersed in water.

Hitchlock

A device specifically designed, sold and marketed to prevent a trailer being hitched to or unhitched from a towing vehicle by an unauthorised person. The hitchlock must cover the bolts securing the tow hitch to the trailer chassis.

Houseboat

A boat that is permanently located or moored at a single location and used as a permanent place of residence.

In commission

When Your boat is fitted out and ready for immediate use, including hauling out, launching and lifting by crane.

Insured property

Your boat together with the outboard motor, dinghy or tender, trailer or trolley, Personal Belongings and Special Equipment shown in Your Schedule.

Identifiable mark

Name of Your Boat, current postcode or Your name.

Insurers

The Insurance Company or Insurance Companies noted in Your Schedule who provide Your insurance cover.

Laid up

When Your boat is not fitted out and not ready for immediate use and is not used for any purpose other than fitting out or normal overhauling, (including hauling out and lifting by crane), for the period shown in Your Schedule.

Machinery

Main and auxiliary engines, generators, air conditioning installations, electrical equipment, cables and fittings and any hydraulic equipment, piping and fittings, boilers and shafts.

Market Value

The most likely sale price in a competitive and open market.

Outboard motor lock

A device specifically designed, sold and marketed as a secure method to prevent theft of Your outboard motor, or another security method approved by Us.

(A padlock and chain is not sufficient)

Period of insurance

The period which You have paid for and which We have accepted the Premium for.

Personal Belongings

Clothes and other items that are worn or carried about Your person, diving, fishing, waterski/wakeboard clothing or equipment or other sports equipment, that are not part of Your boat or its gear and equipment (but not, cash, cash cards, credit cards, debit cards, cheque cards, currency or bank notes, stamps, travel tickets, travellers cheque, bonds or securities; and/ or furs, jewellery watches, mobile phones or computer

equipment).

Personal watercraft

A jetski or similar type of powered craft.

Policy

This document and the Schedule and applicable Endorsements make up Your insurance Policy. You should read them together as if they were one document.

Premium

The amount of money that You pay, and We accept, for this insurance.

Regatta

Competition organised by a recognised national federation or sailing club which consists in sailing more than 6 nautical miles from the shore and requires standard and coastal security equipment.

Schedule

The document that makes the Policy personal to You. It sets out:

- i) The Period of Insurance;
- Details of Your Insured Property;
- iii) Sums Insured;
- iv) The Cruising limits;
- v) Who We are;

- vi) Any Endorsements applying;
- vii) The Excess; and
- viii) The statement of Premium

Seaworthiness

Fit to encounter the ordinary perils of the sea, rivers, lakes, any other navigable waterways and suitably moored, crewed, equipped, fuelled, provisioned and with all equipment in proper working order. Seaworthiness applies not only to the hull but to all of Your Boat including its parts, gear, equipment and Machinery.

Special equipment

Items of electronic equipment or other items of equipment that You own and want to specify in Your Schedule, that You use on Your boat.

Speedboat

Any boat that is designed to travel at more than 17 knots.

Sum(s) Insured

The values shown in Your Schedule for Your boat and other Insured property.

Tender

The vessel described in the Schedule that is carried

onboard and used in conjunction with Your Boat.

Third Party

A person who makes a claim against anyone insured by this Policy.

Total loss

Your boat is a Total Loss when it is totally destroyed or damaged so that it can no longer be used as a boat. If the cost of repairs is more than the Agreed value of Your boat, We will call it a "Constructive Total Loss".

We/Us/Our

Gulf Insurance Group (Gulf) B.S.C.(c)

Floor 39, Churchill Executive Tower, Business Bay, P.O Box 5862, Dubai - United Arab Emirates

Wheel Clamp

A device that is specifically designed, sold and marketed to prevent a wheel being turned or removed.

You, Your, the Policyholder

The person whose name is shown in Your Schedule or any other person who is navigating or in charge of Your boat with Your permission who We provide cover for.

Your boat

The boat described in Your Schedule including:

- Machinery and outboard motors not exceeding 40hp unless otherwise shown in Your Schedule.
- ii) Tender(s) not exceeding 18 feet in length not exceeding AED 25,000 (or currency equivalent) in value unless shown in Your Schedule.
- iii) Gear and equipment that would normally be sold with the boat.
- iv) Personal water craft not exceeding AED 50,000 (or currency equivalent) in total value unless shown in Your Schedule.

4 Covers

Section 1 – Loss or Damage

Subject to the exclusions noted below:

You are covered for

- Loss of or damage to your insured property shown in your schedule directly caused by an accident, including fire, theft, malicious damage and vandalism.
- 2. Gear, equipment or machinery stolen from your boat or from a locked storage place on shore. We will only provide cover if the theft is by someone forcing their way into or out of your boat or locked storage place, or if they remove it by force.
- Loss or damage occurring while your boat's tender, personal watercraft or any other auxiliary craft noted on your schedule are being transported by road, within the country where your boat is normally kept. This cover only applies for said auxiliary craft noted on your schedule up to maximum of 9 metres (30 feet) in length.
- 4. Special conditions applying to section

1: vou must comply with the following conditions to have the full protection of your policy. If you do not comply with them we may at our option cancel the policy or refuse to handle vour claim or reduce the amount of any claim payment. While it is in transit your boat's tender, personal watercraft or any other auxiliary craft noted on your schedule must be:

- a) Carried on trailer fit for the purpose and towed by a suitable vehicle; or
- b) Fitted in a purpose built cradle and carried by a professional haulier; or
- c) Secured or fastened to a vehicle roof rack, provided this is a suitable method of transit.
- Loss or damage to the rudder, propeller, shaft, machinery, electrical equipment and their connections, caused by your boat hitting an object that is underwater or partly underwater. Unless agreed otherwise, this loss or damage is subject to a 15% increase

of the excess shown in your schedule.

6. Accidental damage caused by faults that you could not know about.

You are covered for:

1. Salvage charges

We will pay the reasonable costs of saving your boat from a loss which you would be insured for under your policy.

2. Sighting costs

We will pay the reasonable cost of inspecting the underwater part of the hull of your boat after a stranding, even if there is no apparent damage and if no damage is subsequently discovered.

3. Pollution avoidance costs

Loss or damage might be caused to your boat by an authority trying to stop or reduce a pollution threat. As long as you have done everything possible to stop or reduce the threat, we will pay for the loss or damage to your boat caused by the authority.

Exclusions – we will not pay for:

- 1. Loss of value of insured property because of age and use;
- 2. Loss of value of insured property after it has been repaired;
- 3. The cost of repairing or replacing any part that is lost or damaged because it was faulty;
- The cost of putting right any defects or defective work caused by somebody else's mistake or if they do not finish any repair work or alterations;
- 5. Any damage that is not repaired, in addition to a total loss in any period of insurance;
- 6. Loss or damage occurring while your boat is being transported.
- 7. Loss of or damage caused by:
 - a) Wear and tear;
 - b) Rot, rust, mildew, dampness or weathering;
 - c) Corrosion, electrolytic or galvanic corrosion, or wasting;

- d) Osmosis;
- e) Insects, marine borers, barnacles, marine growth, fungi or mollusc;
- f) Scratching, denting or bruising while your boat is being transported.
- 8. Loss of or damage to:
 - a) Sails split by the wind or blown away while hoisted or unfurled, unless the spars that they are attached to are damaged at the same time.
 - b) Tenders or dinghies that do not have an identifiable mark permanently shown on them,
 - Masts, spars and fittings, sails and standing or running rigging while you are participating in a regatta,
 - d) Or failure of machinery if your boat is:
 - Over three years of age from the date of completion of build; or
 - ii) Has an actual

or maximum design speed, under engine power in excess of 17 knots.

Unless caused by:

- Accidental incursion of water into the hull, but not the engine alone; or
- Your boat being stranded, sunk, burnt, on fire, impact between your boat and any external substance including ice (but not water); or
- The seawater intake being accidentally obstructed by an external substance including ice (but not water); or
- Theft or malicious persons; or
- Fire or accidental damage whilst the machinery is removed from your boat and in a place of storage; or
- Accidents occurring whilst the machinery is being removed from or placed in your boat or from or into a place of storage; or

- Freezing. provided that the machinerv has been maintained in accordance with the manufacturers' recommendations by a competent mechanic and the machinerv has been protected by the appropriate anti-freeze mixed and inserted in accordance with manufacturers specification.
- e) Personal belongings, unless they are shown in your schedule and endorsement if any.
- f) Stores, moorings, fishing gear, diving equipment, wet suits, dry suits, tow ropes, water skis, wakeboards, kneeboards or similar equipment;
- 9. We will not pay for:
 - a) Any personal expenses you pay because of loss of or damage to your boat:
- b) The cost of altering or replacing parts of your boat that are undamaged in order

to match parts that have been repaired or replaced;

- c) The cost of replacing any item rendered obsolete by damage to any other item;
- d) Loss of or damage to or failure of machinery or electronic equipment caused solely by the breakdown, failure or derangement of a component part:
- e) Special equipment, unless it is shown in your schedule;
- f) Your outboard motors if they are stolen from your boat, unless they are securely fastened by an outboard motor lock as well as their normal fitting device;
- g) Your outboard motors if they fall from your boat, unless they are securely fastened by an outboard motor lock as well as their normal fitting
- h) Your trailer, or any insured property

device.

on your trailer if it is stolen, unless the trailer is secured by a hitchlock or wheel clamp; or

i) Your boat on a trailer if it is stolen, unless the trailer is secured by a wheel clamp:

- When it is unhitched from a towing vehicle;
- ii) At all times between sunset and sunrise; and
- iii) At any other time when it is parked and unattended.

The amount we will pay under section 1

- For a total loss if your boat is a total loss, we will either pay the agreed value of your boat shown in your schedule or we will provide you with a replacement boat of a similar age, size, type and condition as close as possible to your existing boat.
- 2. For a partial loss if your insured property is lost or damaged, we will choose to either:

- a) Pav for the reasonable cost of repairs:
- b) Pay for a replacement part and the reasonable costs connected with the replacement; or
- c) Make a cash payment based on the cost of an equivalent replacement.
- 3. For salvage charges expenses reasonably and necessarily incurred.
- 4. For sighting costs the reasonable costs incurred provided we have agreed in writing first.
- 5. We will not reduce your claim if we replace old materials with new, except for:
 - a) Sails;
 - b) Protective covers;
 - c) Running rigging;
 - d) Outboard motors;
 - e) Batteries; and
 - f) Personal belongings.

If we replace these items with new ones, we may reduce your claim because of the age and

condition of the item.

6. We will not pay more than the sum insured shown in your schedule. except if the costs are for salvage charges or sighting costs.

Additional extensions

1. Machinery (if applicable)

Additional cover for machinery - only to apply if your boat is less than 5 years old we will pay for:

- a) Loss or damage resulting from latent defects or breakage of shafts but excluding the cost of replacing or repairing the defective part or broken shaft.
- b) Negligence but excluding negligence or breach of contract in respect of alteration or repair work carried out at your expense or in respect of the maintenance of vour boat.
- 2. Personal belongings (if applicable)

a)We will pay for loss or damage to your personal belongings

(including those belonging to members of vour family or permanent domestic staff living with you), provided they are not insured under any other household or personal possessions policy and that they do not form part of your boat's inventory, while used in connection with your boat and whilst in transit between your home and vour boat. The maximum we will pay is aed 25,000 (or currency equivalent) or 1/3 of the hull and machinery value stated in your schedule whichever is the lower unless there is another amount shown in vour schedule against the personal belongings sum insured. The most we will pay for the replacement of any item, pair or set is aed 5,000 (or currency equivalent) unless specifically noted in vour schedule with a sum insured against that item.

- b) The basis of valuation for the replacement of personal belongings is similar type, condition and age.
- c) We will not pay claims for or caused by:
 - i) Brittle articles that are broken, unless they are broken by thieves, burglars, fire, stranding, sinking or collision:
 - ii) Moths, vermin, damp, mould, mildew, mechanical orelectrical breakdown or failure, electronic or computer breakdown or failure;
- iii) Loss of value because of age or use;
- iv) Theft of, loss of or damage to cash. cash cards. credit cards. debit cards, cheque cards, currency or bank notes, stamps, travel tickets. travellers

cheques, bonds or securities: and

- v) Theft of or loss of or damage to furs, jewellery, watches, mobile phones, computer equipment or software. photographic
 - equipment, works of art and spectacles;
- vi) Theft unless following forcible and violent entry to or exit from your boat or place of storage;
- vii) Theft from an unattended motor vehicle unless the motor 2. Delivery of gas, oil, vehicle was securely locked and the personal belongings were hidden from
- viii) Theft of or loss of or damage to wetsuits, dry suits, buoyancy aids, tow ropes, waterskis. wakeboards. kneeboards or sports equipment of any kind whilst

view;

being used:

ix) The first aed 1.250 (or currency equivalent) of any claim or the policy excess shown in your schedule.

Emergency assistance

We will reimburse you for the reasonable costs you incur, not to exceed a total of aed 100,000 (or currency equivalent), resulting from the following services to your boat if help is required and you must obtain commercial assistance:

- 1. Towing to the nearest place where necessary repairs can be made.
- parts or loaned battery (excluding the cost of items themselves) or emergency labour, while away from safe harbour.

Search and rescue:

We will cover search and rescue expenses incurred in relation to your boat and/ or the persons on board, provided by public or private rescue services or professional salvors who have been approved by the relevant authorities.

We will however exclude the cost of search and rescue expenses which have been incurred following a request for search and rescue which is determined by the rescue services to be either unreasonable or unnecessary.

This cover is provided in addition to any sums to which you may be entitled under the general provisions of the policy, but subject to a maximum limit of aed 100,000 (or currency equivalent).

Loss of use

We will pay reasonable travel and accommodation expenses if it becomes necessary to terminate the voyage following:

- 1. Loss or damage to vour boat caused by a peril covered by this policy, rendering your boat unseaworthy until repairs have been carried out provided your boat will be out of use for a maximum of 7 davs.
- 2. Illness or injury to anyone on board resulting in your boat having insufficient experienced crew provided it prevents sailing for a minimum of 7 days.

The maximum amount payable for any one incident your consent, approval or is aed 5,000 (or currency equivalent).

Reaatta (sailina boats only)

We will insure loss of or damage to masts, spars and fittings, sails and standing or running rigging while you are racing your boat. The most we will pay is the amount of these items as specified in the schedule. A deduction of one third will apply to these claims prior to the application of the policy excess.

Third party competent command

Your boat shall be either under the command of a competent person with relevant qualification and/ or with at least 12 months experience on a similar craft or under the command of a professionally qualified person at all times, whilst in commission, except when vour boat is safely secure alongside.

Charter

We will provide cover whilst your boat is being skipper chartered. We will pay for loss or damage when caused by a breach of the charter agreement by the charterer, provided

it is committed without knowledge.

This cover only applies if vour boat is chartered using the mediterranean vacht brokers association (myba) charter agreement from.

Leased equipment

We will pay for loss or damage, covered by this insurance, to leased equipment and apparatus not owned by you, installed on your boat up to a maximum of aed 25,000 (or currency equivalent) unless shown in your schedule.

Mopeds and motorcycles

Mopeds and motorcycles are covered for loss or damage whilst onboard your boat up to a maximum of aed 7,500 (or currency equivalent) unless shown in your schedule.

Section 2 – liabilities to third parties and passengers

Subject to the exclusions noted below you are covered for:

- 1. All sums that you legally have to pay as a result of owning your boat, for:
 - a) The death of or injury to any other

person or any other person insured by this policy, including anyone getting on or off or travelling on your boat;

- b) Damage to any other property, including other boats, piers, docks, wharves, jetties or pontoons;
- c) Raising or attempted raising, removing or destroying the wreck of your boat or if vou fail to remove or destroy it; or
- d) Pollution caused by vour boat as a result of loss or damage that we insure.
- 2. This insurance will also insure anyone else who is navigating or in charge of your boat with your permission, but we will not insure:
 - a) Shipyard operators or their employees;
 - b) Repair yard operators or their employees;
 - c) Slipway operators or their employees;
 - d) Yacht club operators or their employees;
 - e) Marina operators or their employees;

- f) Delivery skippers or their employees or crew (unless specifically agreed by us);
- g) Sales agencies or
- their employees; or
- h) Any other similar organisations.

The amount we will pay under section 2

1. The most we will pay under this section is the amount shown in vour schedule under the third party and passenger cover limit. This applies to each accident or series of accidents that are caused by the same

event.

- 2. As long as we have agreed in writing, we will also pay for:
 - a) All your legal costs in settling or defending a claim; and
 - b) Lawyers fees and all expenses relating to official enquiries or coroner's inquests.

Uninsured boater extension

We will pay for: bodily injury aboard your craft that you are legally entitled to recover from an uninsured third party or a third party

who cannot be identified.

We will not pay for:

- 1. Loss or damage caused by a craft that you have a financial interest in.
- 2. Loss or damage caused by a craft owned by a governmental agency or unit.
- 3. Claims settled without our written consent.
- 4. Boats owned by, or furnished for the regular use of you, a member of vour immediate family. or any person insured by this policy.
- 5. Loss or damage occurring while your boat is used for any purpose other than private pleasure.
- 6. Loss or damage where no evidence of physical contact exists between your vessel and an uninsured vessel.

The maximum we will pay for any one incident is AED 185,000 (or currency equivalent) regardless of the number of insured persons, claims made or vessels involved in any one accident or series of accidents arising out of the same event.

Exclusions – we will not pay claims for:

- 1. Death, injury or illness of anyone you employ in connecttion with the operation of your boat;
- 2. Death, injury or illness of an employee of anyone using your boat;
- 3. Fare-paying passengers (unless specifically agreed by us);
- 4. Water skiers or anything 9. Fines or penalties similar operating with your boat, until they are safely back on board your boat (unless we have specifically agreed and endorsement c is shown in your schedule);
- 5. Parascenders or participants in any other activity which takes place in the air, operating with your boat, until they are safely back on board your boat;
- 6. Divers operating from your boat, until they are safely back on board your boat;
- 7. Accidents when your boat's tender, personal watercraft or any other auxiliary craft noted on your schedule is in transit by or attached

to a mechanically propelled road vehicle or caused by any trailer we insure, except when it is deliberately uncoupled from the towing vehicle;

- 8. Accidents while your boat's tender, personal watercraft or any other auxiliary craft noted on your schedule is in transit;
- arising under contract;
- 10. Fines or penalties imposed under any statutory code or common law in respect of any offence committed;
- 11. Liability of any sort which comes under the employers liability acts or any other law relating to workmen or employees;
- 12. Any punitive or exemplary damages.

Section 3 – personal accident

Cover

Subject to the exclusions:

This section of your policy insures you and/ or your spouse and/or your dependent children against the consequences

of accidental physical injury or death sustained in the following circumstances:

- a) While on board your boat:
- b) While embarking or disembarking from your boat;
- c) While using your boat for private and pleasure purpose;
- d) While water skiing towed by your boat

This cover will only apply where physical injury has solely caused or resulted in:

- a) Death or disappearance at sea;
- b) Permanent disability;
- c) Incurring of medical expenses.

The policy will pay a maximum amount of AED 200.000 (or currency equivalent) - and sums stated in event 4 & 5 as below - if applicable.

Schedule of benefits

	EVENT	SUM INSURED (or currency equivalent)
1.	Death occurring within 3 months exclusively caused by an accident covered under this policy	AED 200,000
2.	Genuine disappearance at Sea caused by an accident covered under this policy	AED 200,000
3.	Full Permanent disability occurring within 3 months of the accident covered under this policy causing accidental bodily injury	
	a. Total and irrevocable loss of all sight in one or both eyes rendering the Insured person absolutely blind in the eye or eyes beyond remedy by surgical or other treatment	
	i. One eye	AED 50,000
	ii. Both eyes	AED 100,000
	b. Loss of one hand and/or one foot	AED 50,000
	c. Loss of both hands and/or both feet or one hand together with one foot	AED 100,000
	d. Loss of all fingers and both thumbs	AED 200,000
	e. Complete and incurable paralysis	AED 200,000
	f. Complete and irrevocable loss of hearingi. In both earsii. In one ear	AED 100,000 AED 50,000
4.	Reasonable Medical Expenses necessarily incurred in connection with any admitted claim under 1 & 3 aboveAED 55,000 any one accident and in the aggregate during the Policy period	
5.	Reasonable expenses necessarily incurred for repatriation of the body of the deceased person	AED 20,000

Evidence

- All certificates, information and evidence required by us shall be furnished at your or your legal personal representative's expense and shall be in such form and of such nature we may prescribe.
- We shall not be liable unless after accidental injury you and/or your spouse shall procure and act upon professional medical or surgical advice.
- 3. If the consequences of the accident are aggravated by illness, by a previous injury or by lack of care on your part, the extent of disability will be determined by a medical expert based on the consequences which, in the expert's sole assessment, the accident would have caused to a person in normal good health.

Medical expenses

 We will cover the medical expenses incurred by you and/or your spouse based upon the actual expenditure incurred but limited to a maximum of AED 55,000 per accident and in the aggregate during the policy period.

- 2. If you do not have health insurance we will pay without deductible.
- If you do have health insurance, we will pay any sums incurred in excess of your health insurance, but subject always to the limit of AED 55,000.00 per accident and in the aggregate during the policy period.
- 4. Medical expenses covered under this subsection include:
 - a) Surgical and operating theatre expenses;
 - b) Physiotherapy;
 - c) Dental fees;
 - d) Hospital fees;
 - Pharmaceutical expenses, provided medicines are prescribed by a doctor;
 - f) Analysis and laboratory test fees;
 - g) The cost of orthopaedic/ prosthetics or medical equipment;
 - h) The cost of

transportation to the nearest hospital, save where transportation to another hospital is medically necessary;

5. Medical expenses covered under this sub-section will include expenses incurred from the date of the accident until treatment is concluded, but subject to a maximum period of 12 months from the date of the accident.

Exclusions:

This policy excludes death, permanent disablement or medical expenses incurred, caused by or in respect of:

- 1. Heart attack or stroke.
- 2. Heat stroke or sun burn.
- 3. Suicide or attempted suicide or self harm.
- 4. Alcoholism or drugs.
- 5. Your participation in physical fights.
- 6. Your participation in snorkelling and/or scuba diving activities.
- 7. Accidents or preexisting physical conditions which predate this policy.
- 8. Illness of whatever cause or type, unless it

is established that the illness has been caused by an accident on board your boat.

- 9. Psychiatric illness, cosmetic, slimming, or rejuvenation treatment or physiotherapy not prescribed by a medical practitioner following an accident covered by your policy.
- 10. Dietary cures, thermal cures, treatment in solarium, treatment for addiction to alcohol or prescription or nonprescription drugs.
- 11. Pregnancy, giving birth and any medically related complications.
- 12. The costs of prosthetics, medical equipment and opticians fees not related to physical injury suffered following an accident covered by your policy.
- 13. Loss of revenue or income in the case of temporary disability.
- 14. Incidents occurring while your boat is used for any purpose other than private pleasure.

5 General Exceptions

The following exclusions apply to the whole of your policy.

1. War, strikes and malicious acts exclusions – unless we have specifically agreed to and endorsement "d" is shown in your schedule.

> You are not insured for injury, loss, damage, liability or expense arising from the following:

- a) War, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile action by or against a belligerent power.
- b) Capture, seizure, arrest, restraint or detainment and their consequences or any attempt thereat.
- c) Piracy.
- d) Derelict mines, torpedoes, bombs or other derelict weapons of war.

e)Strikers, lockedout workmen, persons taking part in labour disturbances riots or civil commotions.

- f) 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.
- g) Confiscation or expropriation.
- h) Violation of blockade, carriage of contraband, participation in prohibited commerce.
- 2. Cyber attack exclusion
 - 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.
- 3. Radioactive contamination, chemical, biological,

biochemical and electromagnetic weapons exclusion.

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

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

- a) Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste, or from the combustion of nuclear fuel.
- b) The radioactive, toxic, explosive or other hazardous and contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- c) Any weapon or device employing atomic or nuclear fission and/or fusion or other

like reaction or radioactive force or matter.

- d) 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.
- e) Any chemical, biological, biochemical or electromagnetic weapon.
- 4. Sanction 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.

5. Sonic bangs

You are not insured for loss or damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

6. Use of your boat

Unless we agree by endorsement and it is specified in your schedule, you are not insured for any claims if you use your boat:

- a) For hire or charter;
- b) For anything except the private and pleasure purposes of you or your charterer (entertaining business colleagues or clients onboard your boat is considered private and pleasure purposes);

- c) As a houseboat; or
- d) Outside the cruising limits shown in your schedule.
- 7. Further exclusions to your policy:
 - a) Your policy excludes any claims for loss or damage, liability or expense if:
 - 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.

Arising from failure to abide by legislation and/ or regulations in the following circumstances:

- If you do not hold valid documents and/ or appropriate navigation certificates or permits.
- If the documents on board your boat are not in order or not valid.

- If ownership of your boat is not in accordance with the applicable regulations.
- If the number of persons on board exceeds the maximum stated by either the builders or the relevant legislation, whichever is the lesser.
- ii) You or the people on board are carrying out any illegal or unlawful activity or act.
- iii) Your boat 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.
- iv) Your boat is under your command and you are under the influence of alcohol or drugs which have not been medically prescribed.
- v) Your boat 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

vi) It arises from, or is caused by, the presence or use of any asbestos or any asbestos related product.

command.

- b) This policy further excludes loss, liability, damage, cost or expense arising from, caused by or in the nature of:
 - i) Confiscation, sequestration or requisition of your boat.
 - ii) Fines, together with expenses relating to fines.
 - iii) Sanitary or disinfection operations.
 - iv) Legal proceedings other than included in

Section 2 – Liabilities to Third Parties and Passengers.

8. Other losses

You are not insured for any losses that are not directly associated with the incident that caused you to claim, unless expressly stated in your policy.

- 9. Date recognition
 - You are not insured for:

Loss or damage arising from, or consisting of, the failure or inability of any equipment or any computer programme to recognise or to correctly interpret or process any date as the true or correct date, or to continue to function beyond that date.

This does not exclude any resulting loss or damage otherwise insured by this policy.

6 General Terms and Conditions

You must comply with the following conditions to have the full protection of Your Policy. If You do not comply with them We may, at Our option, cancel the Policy or refuse to handle Your claim or reduce the amount of any claim payment.

1. Your duty of care

We will only provide the insurance described in Your Policy if:

- a) To the best of Your knowledge and belief, the information that You have given is true and complete. If someone else has given the information for You, that person was acting for You at the time and You are responsible for the information they gave;
- b) Anyone claiming under Your Policy has met all the relevant conditions;
- c) You have taken all reasonable steps to maintain and keep Your boat and all its gear and equipment in a proper state of repair and Seaworthiness; and
- d) You have taken all

reasonable steps to protect Your Insured property from loss or damage;

e) Following the immersion or partial immersion of Your boat's Machinery, immediate First Aid has been

administered;

- f) In the event of a claim under Your Policy You have taken all reasonable and necessary actions to minimise and prevent further loss or damage.
- 2. New ownership

If You sell Your boat or transfer it to new ownership or if a company owns Your boat and there is a change in the controlling interest of the company, We will cancel Your policy from the date of the sale, transfer or change.

We will not recognise any interest or transfer of interest or assignment of this Policy unless We have agreed and noted it in Your Schedule.

- 3. Fraudulent claims
- You must not act in a

fraudulent manner.

If You or anyone acting for You:

- a) Make a claim under the Policy knowing the claim to be false or fraudulent or exaggerated in any aspect; or
- b) Make a statement in support of a claim knowing the statement to be false in any respect;
- or
- c) Submit a document in support of a claim knowing the document to be forged or false in any respect; or
- Make a claim in any respect of any loss or damage caused by Your wilful act or with Your connivance.

Then:

- a) We shall not pay the claim;
- b) We shall not pay any other claim which has been made under the Policy;

c) We may at Our option declare the Policy void;

- d) We shall be entitled to recover from You the amount of any claim already paid under the Policy since the last renewal date;
- e) We shall not make any return of Premium; and
- f) We may inform the police of the circumstances.
- 4. Cancellation
 - a) Cancellation rights

You may cancel this Policy within 10 days of receipt of the Policy documents (new business) or the renewal date (the cancellation period) by writing to Your insurance adviser/ agent during the cancellation period. We will retain an amount of the Premium in proportion to the time We have been on cover subject to a minimum Premium of AED 250 (or currency equivalent) and return the balance to You provided that:

i. You have not

made and are not intending to make a claim;

- ii) no other incident likely to give rise to a claim has occurred.
- b) Cancellation outside this 10 days period:
 - You may cancel this Policy at any time. You will only receive a return of Premium provided that You have:
 - Sold Your boat; and
 - Not had any claims during the current Period of Insurance; and
 - Given prior written notice to Your insurance adviser/agent.
 - We will retain an amount of the Premium in proportion to the time You have been on cover subject to a minimum retention of AED 1,000 (or currency equivalent)

and return the balance to You.

- iii) We reserve the right to cancel the Policy by providing 30 days notice to Your last known address. Any Premium refund will be calculated in accordance with the above.
- c) Non payment of Premiums

We reserve the right to cancel this Policy immediately in the event of non payment of Premium or default on any instalment scheme.

- d) We will not return Your Premium if You have made a claim during the current Period of Insurance.
- 5. Engine cut out device
- You must maintain in an efficient working order and use correctly any Engine cut out device fitted to Your boat at all times whilst Your boat is underway.
- Fire extinguisher (Fire extinguishing systems)

You must ensure that any Fire extinguisher or Fire extinguishing systems on Your boat are adequate, suitable for the use intended, are maintained within service dates and kept in efficient working order at all times.

7. Whilst laid up

During the Laid up Period Your boat must not have any stores on board and all portable items including Personal Belongings and Special equipment must be removed from Your boat and stored Ashore in a locked building.

8. Other insurance

If You make any claim under this Policy and there is another insurance Policy that insures the same loss, We will only pay Our share of the claim. This condition does not apply to the Personal Accident section.

9. Choice of Law and Jurisdiction

You and We can choose the law which applies to this Policy. We propose that English Law applies. Unless We and You agree otherwise English law and practice will apply to this Policy.

10. Class Condition

Where Your boat is classed with a Classification Society at the date of inception of Your Policy, You must ensure that it shall remain classed with the Society throughout the duration of this contract and that You will:

- a) 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 the Society for compliance.b) Notify Us and obtain Our prior written
- Our prior written agreement to any intended change of Classification Society in respect of Your boat, 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 Your boat.

- c) Notify the Classification Society as soon as practicable of any event or circumstance which might affect the class of Your boat, including (but not limited to) any event or circumstances which might cause that Society to impose or make any requirement, recommendations or restriction under its rules.
- 11. Flag State and other Rules, Regulations and Requirements
 - a) You must ensure that if Your boat is subject to rules or regulations imposed by the Flag State or any other regulatory body, including any national Coastguard, Your boat will remain subject to those rules and regulations throughout the duration of this Policy, whether those rules and regulations apply compulsory or voluntarily.

- b) You must ensure that You will comply with any requirement, restriction or recommendation made by the Flag State or such other regulatory body.
- c) You must ensure that Your boat will remain registered with the same Flag State (as set out in Your Schedule) throughout the duration of this Policy unless We agree in writing in advance to any change of Flag State.

In Commission Period Extension

If Your boat is not Laid up out of commission at the start of the Laid up period shown in Your Schedule, We will automatically extend Your In commission period for up to 15 days without You telling Us.

7 Claims

If You have an accident or loss You might want to claim for under Your Policy, You must contact Your insurance adviser/agent - or, if none has been appointed by You, please contact Us directly - for a claim form and instructions as soon as possible.

Send the completed claims form back to them or Us as soon as possible, even if You are still awaiting estimates.

What You should or should not do:

- 1. You must tell the police about any theft, attempted theft, vandalism, malicious damage or loss of Your Insured Property and receive a written acknowledgement or crime report. We will not pay Your claim if You fail to do this.
- 2. You must not admit responsibility or liability for any incident or pay, or promise to pay, or negotiate any claim unless We have given You our permission to do so.
- 3. You must send all claims, letters, summonses or legal documents to Your insurance adviser/agent as soon as possible. You

must not reply to any of these documents.

- 4. At Our option We can take over the defence or settlement of any claim.
- 5. At Our option We can also take legal action to recover any payment We have made under Your Policy. You must give Us permission to take this action in Your name and You must help Us as far as possible.
- We can get or ask You to get estimates for repairs and We can decide where repairs can be done.

8 Endorsements

These endorsements only apply when they are shown in Your Policy Schedule.

Endorsement A – Water skiers' liability

We insure liability to and caused by anyone being towed on water skis, monoskis, kneeboards or similar equipment behind Your boat. The most We will pay is the amount shown in Your Schedule under the water skiers liability limit.

Endorsement B – Third Party only insurance

We insure legal liability to Third Parties and passengers only, as shown in Section 2 – Liabilities to Third Parties and Passengers of Your Policy.

Endorsement C – Personal watercraft

In addition to the Exclusions stated in Section 4 – Exclusions, We will not pay for:

- 1. Theft of the Personal watercraft, whilst away from Your boat unless the following security precautions have been taken:
 - a) When the Personal watercraft is at its permanent place of storage it must be kept in a locked

building and secured to the trailer by a hardened steel chain or multi-strand stainless steel wire cable which should be fitted with a hardened steel close shackle padlock. The trailer must also be fitted with a Wheel clamp.

- b) When the Personal watercraft is not at its permanent place of storage it must be securely locked to an appropriate immovable object and secured by a Wheel clamp or securely locked to a road vehicle.
- 2. 5% of the value of the Personal watercraft or AED 2,500 (or currency equivalent), whichever is the greater, for any claim for theft or attempted theft.
- Loss or damage caused by launching or beaching the Personal watercraft under power.
- Loss or damage caused by the ingestion of foreign objects into the jet unit of the Personal watercraft.
- 5. Loss of or damage to the

Personal watercraft, or for any liability, arising as a result of any Engine cut out device being inoperative.

 Damage to or theft of the Personal Belongings and effects of the Insured and its passenger(s).

We will not pay for any claims arising from Your Personal watercraft whilst:

- 1. Being used in any area from which they are specifically excluded by any local authority.
- 2. Towing any recreational floats (tube, banana boat, parasailing skis, etc.).
- 3. Towing "Air Chairs" or any hydrofoil type devices.
- Being driven by drivers under 21 unless specifically agreed by Us.
- 5. Engaged in any stunt, racing or white water use.

Specific Obligations whilst operating a Personal Water Craft

In addition to Section 5 of the Policy – General Conditions - You must ensure that the following items are on board and or fitted to You or your Passenger (if any) prior to operating Your Personal Water Craft:

- Life vest

Protective helmet

Engine cut out device

- Goggles
- Whistle

You must comply with the above conditions to have the full protection of Your Policy. If You fail to comply with the said obligations, We may at Our option cancel the Policy or refuse to handle Your claim or reduce the amount of any claim payment.

Endorsement D – Terrorism and War Risk

This War Risks cover is not provided automatically. If You wish to obtain this cover, it must be expressly set out in the Particular Conditions. This War Risks cover is only available where You have purchased Marine Risks insurance as set out in previous sections.

The sum insured for War Risks and the relevant Deductibles will be set out in the Particular Conditions.

Risks Insured

This contract covers loss

of or damage to Your Boat caused by the following (but always subject to the exclusions set out below):

- War, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.
- 2. Capture, seizure, arrest, restraint or detainment, and the consequences thereof or any attempt thereat.
- 3. Piracy.
- 4. Derelict mines, torpedoes, bombs or other derelict weapons of war.
- Strikers, locked out workmen, or persons taking part in labour disturbances, riots, or civil commotions.
- Any terrorist or any person acting from a political motive.
- 7. Confiscation or expropriation.

The insurance under clause 1 above (with the exception of clause 1.5) shall not apply before Your Boat has been launched or whilst Your Boat is hauled out Ashore.

Detainment: Deemed Total Loss

If Your Boat is captured, seized, arrested, restrained, detained. confiscated or expropriated and if You are thereby deprived of the free use and disposal of Your Boat for a continuous period of 12 months. You will be considered, for the purpose of determining whether there has been a Constructive Total Loss under this contract, as being deprived of the use of the vessel with no prospect of recovery.

Liability Extension Cover

- 1. This extension provides insurance cover in respect of the claims of Third Parties arising from loss and damage caused by War Risks as defined above, for an independent sum equal to the insured value of the vessel including:
 - a) Claims brought against Your Boat, even if there has been no physical contact with any other Vessel or person.
 - b) Claims brought against Your Boat by co-contractors or Third Parties for

damages where the owner is liable and arising under a contract for the hire of any lighter or barge or other equipment used during loading or discharging operations from your vessel.

- c) Claims brought against Your Boat on the basis of a contract of towage, for payment of the tug(s) in the case of release of the tow or deviation required by the damaged physical condition of your vessel following an Accident or occurrence covered by this contract.
- d) Reimbursement of the costs of Wreck Removal. destruction of wreck or the cost of marking or lighting the wreck provided such removal, destruction, marking or lighting is imposed on you by the competent authorities following an Accident or occurrence covered by this contract.

e) Salvage charges

(together with the value of any property sacrificed in the course of salvage operations), provided 1. This contract excludes they are reasonably and properly incurred to prevent loss and damage to Your Boat which would be covered under this contract.

- f) Claims brought against Your Boat for loss or damage arising from pollution or contamination caused by the fuel of Your Boat. Pollution/ contamination is otherwise excluded absolutely.
- 2. The extension of cover set out in clause 3.1 above is subject to the termination provisions set out in paragraphs 5.1 and 5.2 below.
- 3. The extension of cover set out in clause 3.1 above extends to claims brought against the Insured Vessel and its Tender(s) for physical loss and damage, but to the exclusion of:
 - a) Claims under legislation covering accidents at work or seafarers.

b) Claims of fare paying passengers.

Exclusions

- loss, damage, liability or expense arising from:
 - a) Any detonation of any weapon of war employing atomic or nuclear fission or fusion or other like reaction or radioactive force or matter, referred to in this contract as a nuclear weapon of war.
 - b) The outbreak of war (whether there is a declaration of war or not) between any of the following countries: united kingdom, usa. france, the peoples republic of china and the russian federation.
 - c) Requisition or preemption.
 - d) Capture, seizure, arrest. restraint. detainment. confiscation or expropriation by or under the order of a government or any public or local authority of the country in which the

vessel is owned or registered.

e) Arrest, restraint, detainment. confiscation or expropriation under quarantine regulations or by reason of any infringement of any customs or trading regulations.

- f) The operation of any ordinary judicial process, failure to provide security or to pay a fine or penalty or any financial cause.
- 2. This contract also excludes loss, damage, liability or expense which would be recoverable under any other contract of insurance for the vessel or which would be covered if the present contract did not exist.

Termination

1. Termination on notice:

War Risks insurance under this Endorsement may be terminated by either Us or You giving 7 days notice (such termination becoming effective on the expirv of 7 days from midnight on the day on which

notification is issued by Us or received by Us as the case may be). We agree however to reinstate this insurance subject to agreement between Us and You of a new rate of premium and conditions, prior to the expiry of such notice of termination. Particular rules apply to termination in relation to Areas of Perceived Enhanced Risk (see below).

2. Automatic termination:

War Risks insurance under this Endorsement will terminate automatically, whether or not notice of termination has been given, in the following circumstances:

- a) Upon the occurrence of any hostile detonation of any nuclear weapon of war as defined in clause 4.1.1 above wheresoever and whensoever such detonation may occur and whether or not the Insured Vessel and its Tender(s) may be
- b) On the outbreak of war (whether there

involved.

is a declaration of war or not) between any of the following nations: United Kingdom, USA, France, The Peoples **Republic of China** and the Russian Federation.

- c) In the event the vessel is requisitioned either for title or use.
- d) A pro rata net return of premium shall be payable to You in the event of termination by notice or automatic termination under clause 5 or in the event of the sale of the vessel.

Incorporation

This Endorsement is subject to the General Conditions. **Restrictions**, Limitations and Exclusions set out in Sections 1 to 6 of this Policy.

Naviaation Limitations and Areas of Perceived **Enhanced Risk**

1. Navigation Provisions:

Unless and to the extent otherwise agreed by Us the navigation limits agreed under this Endorsement are:

Arabian Gulf including territorial waters of Oman subject to current Listed Areas dated 12th June 2013 with Bahrain and Saudi Arabia deleted subject to 48 hours review in case of worsening of war and political situation in the area.

- 2. Breach of Navigation Provisions:
 - a) If You wish to secure continuation of coverage under this contract for a vovage which would otherwise breach the above Navigation Provisions of clause 7.1, You must give notice to Us and must only undertake such voyage if You agree with Us any amended terms of cover and any additional premium which may be required by Us.
 - b) In the event of any breach of any of the Navigation Provisions of clause 7.1, We shall not be liable for any loss, damage, liability or expense arising out of or resulting from an Accident

or occurrence otherwise covered under this Endorsement D (War. strikes and Malicious Acts) during the period of breach. unless notice of such breach is given to Us as soon as practicable and any amended terms of cover and any additional premium required by Us are agreed.

- c) The absence of prior notice shall not affect the cover under this insurance but it is a condition of this insurance that You are bound to declare to Us all breaches of the provisions of clause 7.1.
- d) If clause 7.2.3 above is deleted, continuation of coverage under this insurance is conditional upon notice being given to Us prior to Your Boat entering the Listed Areas.
- Revisions to List of Areas of Perceived Enhanced Risk
 - a) In the event that

revisions to the List of Areas of Perceived Enhanced Risk are published by the Joint War Committee in London, these revisions shall not take effect unless We have given 7 days notice of termination to You for amendment of the Listed Areas.

b) If Your Boat remains in the territorial waters of a Country or place after such Country or place has been added to the Listed Areas under clause 7.3.1, We shall not be liable for any loss, damage, liability or expense arising out of or resulting from an Accident or occurrence otherwise covered under this insurance after expiry of that 7 day period, unless notice is given to Us before the end of that 7 day period and any amended terms of cover and any additional premium required by Us are agreed before the expiry of this period.

Notice of Cancellation Administration Clause

Where We wish to give notice of termination in accordance with clause 7 above for the purpose of amending the terms, conditions, warranties and/ or rates, it is agreed as follows:

- 1. The Notice shall identify the policy (Your Policy number, Your Name, and Your Boat) to which the Notice applies.
- 2. Where the Notice is given through a broker, the Notice shall be deferred by 3 working days to enable the broker to transmit the Notice to you, mortgagee(s) and other parties to whom the broker has an obligation to transmit the Notice.
- If the Notice is given for the purpose of amending the Listed Areas applicable in accordance with clause 7 above:
 - a) The Notice shall only apply to the Terrorism and War Risks cover set out in this Endorsement.
 - b) This insurance will be considered as automatically

reinstated upon expiry of the Notice, subject to the said Listed Areas being amended in line with the changes outlined in the Notice.

- c) In the absence of notice in writing having been received from You prior to the expiry of the Notice:
 - You shall be deemed to have agreed to the amendment of the Listed Areas.
 - This insurance will be automatically reinstated upon expiry of the Notice subject to that amendment of the Listed Areas, and
 - Such amendment shall be deemed to have been endorsed on and form part of this insurance.
- Where the Listed Areas applying to this insurance prior to the Notice have been the subject of any deletion, amendment, limitation or restriction, such

deletion, amendment, limitation or restriction:

- a) Shall continue to apply to the new Listed Areas, but
- b) Shall not apply to any port(s) and/ or place(s) and/or area(s) added by the Notice.
- 5. Notwithstanding the foregoing, should the insurance already be subject to navigation limitations so limiting the area of trading that any port(s) and/ or place(s) and/or area(s) to be added in consequence of the Notice would not in any case have been a permitted port(s) of call or area(s) of trading, the insurance shall not be subject to the Notice.

This War Risks cover will not come into force if, after acceptance of risk by Us and before the date agreed for commencement of cover, an event has occurred which would have automatically terminated this cover under the termination provisions above.

9 Complaints Procedure

At GIG Gulf, we are committed to providing you with the highest level of customer service. We also realise that from time to time, things can go wrong. Therefore, when you are not completely satisfied, we recommend that you contact our dedicated complaints department.

Usually, one of our agents will be able to resolve your issues or queries immediately, however, if you feel the matter requires an escalation, you can file a formal complaint and your complaint will always be treated fairly and confidentially.

You can file your complaint in any of the following ways:

 Visit our website www.giggulf.ae/en/ contact-us/complaints and register your complaint.

> When you submit a complaint, we will contact you within (1) one working day to acknowledge your complaint and provide you with a complaint reference number which should be used in all future communications. We will also explain the next steps in the

process and provide you with details on how to contact us to discuss your complaint.

Alternatively, should you not have an email address or access to the internet, you can choose one of the following means to contact us:

- Send a letter to the management at Gulf Insurance Group (Gulf) B.S.C.(c), P.O. Box 5862, Dubai, United Arab Emirates.
- 3. Call us on 800292 and request our customer service team to register your complaint.
- Walk into our branches and request our customer service team to register your complaint.

We will endeavour to complete our investigation and share with you the outcome of your complaint within (7) seven working days. If this is not possible, we will let you know and keep you updated throughout the process.

If you are subsequently dissatisfied with our final response or any delay in our response (beyond 15 working days), you may refer your complaint to the Insurance Regulator. You can do so by sending the details of your complaint, stating the GIG Gulf Complaint Reference Number, to The

Central Bank Of The UAE using their online complaint form or the details below:

Email:

consumerhappiness@ cbuae.gov.ae

Telephone: 800(CBUAE)22823

For full details of our complaint handling procedure, please visit www.giggulf.ae/en/ contact-us/complaints



giggulf.ae

Gulf Insurance Group (Gulf) B.S.C. (c) Floor 39, Churchill Executive Tower, Business Bay P.O. Box 5862, Dubai - United Arab Emirates Telephone: +971 4 4476111 Email: info@gig-gulf.com, Website: www.giggulf.ae Registered in the Insurance Companies Register - Certificate no. (69) dated 22/01/2002. Subject to the provisions of Federal Law no. (6) of 2007 concerning the establishment of Insurance Authority and Organisation of its work.