

## **POLICY TERMS AND CONDITIONS - EXPRESS**

### **Western Canada**

#### **INSURING AGREEMENT**

We agree to provide the insurance described in this policy if You pay premiums and if the Insured person(s) comply with the terms of the policy.

The application form, this policy, together with the current Declaration Page(s) and any endorsements form the legal contract ("Contract") between You and Us. They summarize the coverages and limits We have agreed to provide and the period for which they are provided.

#### **DEFINITIONS**

We have written your Pleasure Craft Policy in clear, easily understood language. In this policy, "we," "our" and "us" mean the insurance company that has written the policy. "You," "your" and "yours" mean the named insured on the Declaration Page. "Insured" means you, members of your family who reside with you, and other persons or organizations using the Vessel with your prior permission. The term "insured" does not include any paid Captain or other paid crew member of your Vessel.

Each part of your policy gives you important information on a different aspect of your insurance.

#### **RESTRICTIONS ON THE USE OF THE VESSEL**

In order to keep this policy in effect you must make and keep certain promises. These are known as warranties.

The following warranties apply to this insurance.

1. The Vessel must be used solely for Private Pleasure Purposes. The Vessel must not be chartered or leased or used, directly or indirectly, for any commercial purpose.
2. The vessel will not be equipped with a propane or C.N.G powered refrigerator.
3. The Vessel will be used only within Coastal Waters of British Columbia, Puget Sound and adjacent waters, Southeastern Alaska and navigable Inland Rivers and Lakes of Continental North America.
4. The Vessel must not be used in any race or speed test. This warranty does not apply to Sail Racing or Predicted Log Races under power.

If any of the above warranties have been breached, you will have no coverage under this Policy from the time of that breach.

#### **SECTION A - VESSEL AND EQUIPMENT**

We cover the Vessel and equipment normally used on board for its operation and maintenance. This includes furnishings and supplies. Coverage under this section is provided whether you own the equipment or it is owned by someone else. The Vessel and its equipment are covered while afloat, stored ashore, or in transit by truck, ferry, rail, trailer or aircraft. The Vessel and its equipment are not covered while being carried on an ocean vessel or any barge.

#### **ADDITIONAL COVERAGES:**

**Tender & Outboard:** We also cover your Tender and its Outboard motor which is used in conjunction with the insured Vessel. We will not pay more than \$10,000 or 4% of the limit of coverage of Hull & Machinery stated on

the Declaration Page, whichever is the lesser, in respect of any one loss for loss of or damage to the tender, dinghy, life raft and auxiliary motor used with such tender or dinghy and any equipment pertaining thereto.

**Electronic Navigation Equipment:** We also cover on board or ashore the electronic Navigation Equipment of the insured Vessel, the value of which must be included in "Hull & Machinery" shown on the Declaration Page.

**Personal Effects:** We cover anyone's personal effects while on board the insured Vessel. "Personal effects" means clothing, sports equipment and other personal property. It does not include money, traveler's cheques, securities, valuable papers, passports or other documents, jewellery, furs, fine arts, cameras, eyeglasses, or cellular phones. This coverage is subject to a separate limit, as shown on the Declaration Page, for all losses arising out of any one accident or event.

**Loss of Use Expenses:** In the event of a Loss covered by this Policy where as a result of the Loss You are deprived of the use of the Vessel, we will pay up to a maximum of \$1,000 for the rental of a substitute vessel or for temporary accommodation expenses.

**Reimbursement of Emergency Expenses:** Notwithstanding anything contained in the policy to the contrary, it is agreed and understood, we will pay the reasonable commercial towing and labour cost incurred as a result of any breakdown of the insured pleasure craft, including running out of fuel, up to an amount not exceeding the amount shown on the Declarations Page for Reimbursement of Emergency Expenses per incident. Towing is defined as from the location of the breakdown, until the insured pleasure craft is berthed at its home port or to the nearest repair or fuel facility, whichever is the lesser in distance. Coverage is not extended to the cost of fuel nor contributes to the cost of any repair required as a result of the breakdown.

**Loss Expenses:** In addition to any other payments, we will also pay for all reasonable expenses you incur for salvage of your Vessel or protecting the property from further damage following a covered loss. Our limit of coverage under this clause is the same as shown on the Declaration Page for Hull & Machinery. But in no case can any expense used to establish a Total Loss be collected under this clause.

**New Acquisitions:** We cover any vessel(s), tender(s) or trailer(s) you acquire during the Policy period provided the new acquisition is advised to Us within fifteen days of the acquisition date and You pay any additional Premium required. This does not apply to the following:

- Vessel(s) valued in excess of \$50,000.
- Vessel(s) capable of speeds in excess of sixty five miles per hour.
- Vessel(s) not compliant with the above Warranties.

#### **LOSSES COVERED**

We will pay for direct loss or damage of an accidental or fortuitous nature to the Vessel, its equipment, and personal effects from all risks not excluded.

#### **LOSSES NOT COVERED**

We will not pay for loss:

1. Caused by your failure to use reasonable care in the maintenance of the Vessel.
2. Intentionally caused by you or with your consent.

3. Caused by or resulting from any of the following defects or conditions: faulty design, faulty workmanship, the installation or use of improper or defective materials, wear and tear, gradual deterioration, or corrosion.
4. Overheating of any part of the machinery or mechanical breakdown due to wear and tear or maintenance, or negligence.
5. Resulting directly or indirectly from ice, freezing or extremes of temperature while the Insured Vessel is afloat
6. Freezing while vessel is laid-up, unless you provide a receipt that proves that the vessel winterization was paid for and performed by a licensed marine mechanic, boat repair facility or a reputable marina.
7. Due to unexplained disappearance of equipment or personal effects from the Vessel. This exclusion does not apply if the Vessel shows signs of forced entry or forcible removal.
8. Caused by delay or loss of use.

### HOW WE SETTLE A LOSS

**Total Loss of the Vessel and Its Equipment:** For all vessels **NINE years** old and under, we pay the Limit of Coverage shown on the Declaration Page. For all vessels **TEN years** old and older, we pay Actual Cash Value as defined below. If the Vessel is a total loss, settlements are made without application of the deductible, except in the event of loss or damage caused by racing and/or theft, each as defined below, which shall be subject to the deductibles detailed below. Total Loss means that:

1. the Vessel is completely lost or destroyed; or
2. the reasonable cost to recover and repair the Vessel is **greater than 80%** of the Limit of coverage shown on the Declaration Page for Vessel and Equipment.

**Partial Loss of the Vessel and Its Equipment:** For all vessels **NINE years** old and under we pay the cost to repair or replace the damaged parts with new material.

For all vessels **TEN years** of age or older, all partial losses will be settled on Actual Cash Value basis applying full deduction for depreciation.

All partial losses are subject to the following:

1. At our option, we pay in accordance with either generally accepted shipyard practices; or the specifications or recommendations of the Vessel's builder.
2. Any loss to canvas or sails that are over three years of age will be paid on an actual cash value basis by deducting depreciation from the replacement cost in the amount of 10% deducted for every year after 3 years and 5% for every year after 50% depreciation is reached.

Each loss is subject to the deductible shown on the Declaration Page, or as below. The most we will pay for a partial loss is the amount of insurance shown on the Declaration Page reduced by the deductible. If the loss or damage is caused by fire not originating from your Vessel, or results from collision caused by another vessel, no deductible will apply.

**Actual Cash Value:** The Actual Cash Value will take into account such things as the cost of the replacement less any depreciation or obsolescence, and in determining depreciation, the condition immediately before the damage, the resale value, and the normal life expectancy. We will pay the lesser of:

- i) the cost of repair or replace the vessel with material of like kind and quality;
- ii) the actual cash value of the vessel at the time of loss;

iii) the amount indicated on the Declaration Page

**Unrepaired Damage to the Vessel and Its Equipment:** In no event will we pay for unrepaired damage in addition to a total loss.

**Personal Effects:** Personal effects means the property owned by you and your immediate family while the property is aboard the boat and while loading and unloading the property from the boat. We will pay the lesser of the following, less the deductible: the Actual Cash Value of the property immediately preceding the loss, or the amount shown in the Declaration Page.

#### **OTHER DEDUCTIBLES APPLICABLE TO ALL LOSSES**

Notwithstanding any deductibles stated on the Declaration Page, the following shall also apply, shall be considered to be paramount and shall override anything stated in this policy which is inconsistent therewith:

##### **1. Theft:**

Whilst the Vessel is on a Trailer, a deductible 2% of the Amount of Insurance subject to a minimum of \$1,000 applies to the theft of the Vessel, motor and/or Trailer insured by this Policy, unless one of the following conditions is complied with at the time of the theft:

- (i) The Vessel and motor are on a Trailer which is equipped with a wheel clamp locking mechanism.
- (ii) The Vessel and motor are on a Trailer which is equipped with a hitch coupler locking mechanism.
- (iii) The Vessel, motor and Trailer are protected by a functioning motion sensor burglar alarm system.
- (iv) The Vessel, motor and Trailer are locked to the towing vehicle.
- (v) The Vessel and motor are on a Trailer which is secured by having a chain inserted through both wheel hubs and locked with a padlock or through one wheel hub and the frame of the Trailer and locked with a padlock.
- (vi) The Vessel and motor are on a Trailer which is chained to an immovable object (such as a tree or building) and locked with a padlock.
- (vii) The Vessel and motor are on a Trailer which is inside a locked building or compound.

##### **2. Racing:**

For any losses sustained by sailboats while racing, a deductible of 2.5% of the amount of insurance as shown on the Declaration Page shall apply. This deductible is subject to a maximum of \$10,000 and a minimum of \$2,500 for each and every claim. If the deductible on the insured boat is greater than \$10,000, this clause will not apply.

#### **SECTION B - PROTECTION & INDEMNITY**

##### **LOSSES COVERED**

We cover all damages or costs which an insured is legally required to pay because of:

1. bodily injury;
2. property damage, including damage to another vessel;

3. wreck removal, meaning expenses that result from raising, removal or destruction of the wreck of the insured Vessel when such removal is compulsory by law; or from the failure to do any of the above. But the protection under this paragraph (#3) continues for only one year from the date of the accident;
4. rescue of persons on the insured Vessel.

The insured's liability must arise out of the ownership, maintenance or use of the insured Vessel. The injury or damage which gives rise to the liability must occur while this policy is in effect. The Limit of Coverage for Liability shown on the Declaration Page is the most we will pay for losses covered under this section which arise from one accident or a series of accidents caused by the same event.

#### LOSSES NOT COVERED

1. We will not cover any damage intentionally caused by or with the consent of an insured.
2. We will not cover any damages for bodily injury for any covered person or his or her dependents where the ultimate beneficiary is the offending party or defendant.
3. We will not cover any damages for bodily injury for which a covered person or entity named on the Declarations Page or a family member can be held legally liable, in any way, to a spouse, a family member, a person who lives with you, or a person or entity named on the Declarations Page.
4. We will not cover any cost or expense for which an insured becomes liable as a result of discharging or releasing any fuel, chemicals, waste or other pollutants. But this exclusion does not apply if the discharge or release is sudden and accidental.
5. We will not cover fines or penalties against an insured.
6. We will not cover liabilities which an insured assumes under a contract or agreement.
7. We will not cover property damage or bodily injury arising out of the use of the vessel for Parasailing, Paragliding or Hang Gliding.
8. We will not cover property damage or bodily injury arising out of the transportation of the insured Vessel on land.

#### ADDITIONAL COVERAGES

**If You Use Someone's Vessel:** If, as an individual, you or members of your family who reside with you have permission to use someone else's Vessel for private pleasure, this section of the policy and its limits will apply during such use. We will pay for losses only after all other insurance covering the loss has been exhausted. This limitation will apply whether you or the Vessel's owner has the other insurance. But we will not pay for damage to or loss of the other person's Vessel.

**Uninsured and Underinsured Boater Protection:** We will pay for bodily injuries sustained by you or any person insured by this policy, as a result of an accident with a Third Party uninsured or underinsured watercraft, subject to the following conditions:

1. An insured person must be occupying a watercraft insured by this policy at the time of the accident
2. This policy will only respond for claims which you would be legally entitled to recover from the Third Party after a Judgment of a court of competent jurisdiction is obtained. We are only liable for the difference between the limits payable under the Third Party's liability insurance, if any, and the sum insured granted under this extension as shown in the Declarations Page

3. This coverage will only apply in excess of any other collectable insurance available from third parties.
4. The maximum amount we will pay, regardless of the number of injured persons, is the limit of liability as shown on the Declarations Page for Uninsured/Underinsured Boater Protection
5. In circumstances involving a claim under Section B - Protection and Indemnity and the coverage provided by this Endorsement, we will not pay more than \$2,000,000.00 any one accident or occurrence.
6. This coverage does not apply if a Third Party watercraft is owned by a governmental body or is owned or operated by a person insured by this policy.
7. Once payment is made under this coverage, we will reserve the right to subrogate against the Third Party for any amounts we pay plus expenses
8. For the purposes of this Endorsement, an Uninsured Watercraft means a watercraft for which neither the owner nor the operator has liability insurance to cover bodily injuries of a watercraft which cannot be identified.

**Defense Costs:** In the event a claim is made or a suit is brought regarding a loss which is covered under the terms of this policy, we will defend the insured. Payments for the cost of legal defense will be in addition to payments we make under Coverage for Liability but subject to the Limit of Coverage for Liability written on the Declaration Page for Protection and Indemnity. Claims for liability which include defense costs shall therefore be subject to a total aggregate maximum of the amount shown for liability on the declaration page and no amount shall be payable in excess of such figure. We have the right to select the attorneys. We have the right to settle the claim or suit.

**Longshore and Harbour Workers' Compensation Act:** If a premium is shown on the Declaration Page for Liability claims, we will cover any compensation payments the insured is responsible for under the Longshore and Harbour Workers' Compensation Act as long as the insured's responsibility arises from ownership or use of the insured Vessel.

**Hold Harmless Agreements:** Permission is hereby granted for You to sign Hold Harmless agreements with Yacht Clubs, Marinas and other third parties when required to facilitate the moorage, storage or operation of Your Vessel. Provide copy to us at our request.

**Personal Accident Extension: (see subsequent pages for details)**

**Coverage for the Personal Accident Extension applies if there is a premium shown under Section B: Protection & Indemnity**

### **SECTION C - MEDICAL PAYMENTS**

If any person is injured while boarding, on board, or alighting from the insured Vessel, we will pay reasonable medical and/or funeral expenses if incurred within one year after the date of the injury.

**Limits of Payments:** The Limit of Coverage shown on the Declaration Page is the most we will pay for any one accident. This overall limit applies whether one or more people are injured in the accident.

**Who Will Be Paid:** Medical payments may be made directly to the injured person or to the person or organization that provided the treatment.

**No Admission of Liability:** The fact that we make a medical payment does not mean that legal responsibility for the injury is admitted.

**When We Will Not Make Medical Payments:** Medical expenses are not covered under this section:

1. When the insured has contractually assumed liability for the injured person.
2. For injuries suffered by persons employed to maintain or repair the Vessel or by any other employees while they are engaged in their employment.
3. For injuries to the extent to which benefits are payable under any Provincial or Federal medical scheme.
4. Bodily injury arising out of the use of the vessel for Parasailing, Paragliding or Hang Gliding.
5. For bodily injury sustained while in, or upon boarding or leaving the insured Vessel without a reasonable belief that the injured person is entitled to be on board the insured Vessel.

#### **SECTION D - DUTIES AFTER A LOSS**

If there is a loss, or claim filed, which may be covered under this policy, the insured must do the following:

1. Take all reasonable steps to protect the property from further loss. Taking steps to protect damaged property does not grant any right to abandon the property. If we take steps to protect the damaged property, it does not mean we are accepting abandonment of the property.
2. Notify your broker or agent or us immediately.
3. In case of theft, also notify the local police.
4. In case of collision or bodily injury, also notify the Coast Guard.
5. Obtain the names and addresses of involved parties or witnesses.
6. Make the Vessel available for our inspection prior to commencement of repairs.
7. Promptly give us a signed detailed statement of the loss or claim. Provide all available bills, invoices or other documents when required to prove the claim.
8. Cooperate with us in our investigation of the loss and our defense of any claim. Promptly send us any legal papers relating to the accident. The insured must not assume any liability or make any admission of fault.
9. Preserve any right of recovery from others. When we pay the loss, the right of recovery passes to us up to the amount of payment.
10. Transfer your rights in the Vessel to us, if we request it, upon payment for a Total Loss.

#### **SECTION E - GENERAL CONDITIONS**

The following rules apply to all sections of this Vessel Policy:

1. **War & Terrorism:** This policy does not cover loss, damage or liability that is caused by or results from war, warlike operations, terrorism, or any civil unrest.
2. **Nuclear Activity:** In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:
  - a. ionizing 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 or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

- c. any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
3. **Transfer of Vessel or Insurance:** This policy becomes void if you sell, assign, transfer or pledge the Vessel or this policy.
4. **Illegal Use:** This policy becomes void if you use or allow your Vessel to be used for any illegal purpose.
5. **Concealment or Fraud:** This policy is void if you conceal, misrepresent or fail to disclose any material fact or circumstance pertaining to this insurance.
6. **Cancelling this Policy:** You may cancel this policy by returning it to us or by notifying us in writing when at a future date cancellation is to take effect.

We may cancel this policy by notifying you and the named loss payee(s), if any, in writing of the date cancellation will take effect. This cancellation notice, sent by Certified or Registered Mail to you at your mailing address shown on the Declaration Page, will be proof that you were notified. We must mail the notice to you at least 15 days before the effective date of such cancellation. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded. When you request the cancellation, the return premium will be Short Rate. When we cancel, the return premium will be Pro Rata. But there shall be no cancellation or return of premium if we have paid for a Total Loss of the Vessel.

If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund within a reasonable time after the date of cancellation takes effect.

7. **Other Insurance:** If both this insurance and other insurance apply to a loss involving the insured Vessel, we will pay our share. Our share will be the proportionate amount that this insurance bears to the amount of all applicable insurance.
8. **Payment of Loss:** We will pay for losses covered under this policy within 60 days after we receive proof of the loss that is satisfactory to us.
9. **Suits against Us:** Any suit against us to recover under this policy must be brought within one year after the event out of which the loss or damage arose. However, if the laws of the Province where the policy was issued do not permit such a one-year limitation, suit must be brought within the shortest period an Insurance Company can set under the law.
10. **Non-Waiver Provisions:** No action on our part, after the loss, to recover or save the property from further loss, nor any action which we may take in connection with the investigation of any loss will be considered as a waiver of any of our rights under this policy.
11. **Impairment of Recovery:** After a loss, we assume your rights to recover damages from any carrier, bailee, or other party who may be liable to you, and you are not permitted under this policy to waive any such rights.
12. **Subrogation:** If we make payment of a loss to anyone or on behalf of anyone who has a right to recover damages from others, we will take over that person's right to recover the damages, and that person must then cooperate with us in our effort to recover the amount which we paid. If we make payment for a loss to anyone or on behalf of anyone who recovers damages for that loss from others, that person will hold the proceeds of the recovery in trust for us and will reimburse us to the extent of our payment.
13. **Conformity to Provincial Statutes:** Any provision in this policy that conflicts with any Provincial Statute is hereby amended to conform to the minimum requirements of the Provincial Statute.



14. **Liberalization Clause:** If, at any time during the policy period, we make form revisions which would broaden the coverage under this policy, these changes will immediately apply to this policy and no additional premium will be required from you.

#### **PERSONAL ACCIDENT EXTENSION WORDING**

This insurance is only applicable if the insurance to which it is attached is in the name of an individual.

**1. Cover**

This insurance will indemnify the insured person for bodily injury caused by an accident, or to the Executors or Administrators in the event of the death of the insured person during the period of this insurance while on board or embarking onto or disembarking from the Insured Vessel and subject to the definitions, terms, conditions, limits and exclusion as set out below, and in the insurance to which this clause is attached.

**2. Period of Insurance**

This insurance shall be for the same period as the insurance on the Vessel as set out in the Declaration.

**3. Geographical Limits and use of Vessel**

This insurance shall remain in force provided the Vessel to which the insurance is attached is

- (a) Within the area defined in the Declaration
- (b) Used solely for private pleasure purposes and not let out on hire or reward unless agreed by Insurers in writing

**4. Definitions**

“Bodily Injury” means identifiable physical injury arising solely and independently of any cause (other than illness directly resulting from medical or surgical treatment rendered by such injury) which occasions the death or disablement of the insured person within 12 months from the date of the accident.

“Insured Person” means any person on board the Insured Vessel other than any person employed in any capacity whatsoever by any owner of the Vessel.

“Permanent Total Disablement” means disablement which entirely prevents the insured person from attending to any business or occupation for which he is reasonably suited by training, education or experience and which lasts 12 months and at the expiry of that period is beyond hope of improvement.

“Loss of Limb” means loss by physical separation of a hand at or above the wrist or a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.

“Vessel” means the craft specified in the Declaration to which this wording is attached.

**5. Schedule of Compensation**

Compensation shall not be payable under more than one of the items of this Schedule of Compensation in respect of the consequences of one accident to any one insured person.

The total sums payable under this insurance in respect of more than one accident to any one insured person shall not exceed CAD 50,000. No more than five claims may be made under this insurance during the period of insurance.

Claims under A, B, C, D, E & F below shall only be considered when death or loss occurs within 12 months of the accident

- A. Death CAD 50,000
- B. Total and irrecoverable loss of sight of both eyes CAD 50,000
- C. Total and irrecoverable loss of sight of one eye CAD 50,000
- D. Loss of one limb CAD 50,000
- E. Loss of two limbs CAD 50,000

- F. Total and irrecoverable loss of sight of one limb and one eye CAD 50,000
- G. Permanent Total Disablement (other than total and irrecoverable loss of sight of one or both eyes or loss of limb(s) CAD 50,000

## 6. Exclusions

This insurance does not cover death or disablement directly or indirectly arising out of or consequent upon or contributed by: -

- (a) Loss, damage, expense or liability directly or indirectly arising from capture, seizure, arrest, restraint or detainment, war, terrorism, civil war, revolution, rebellion, insurrection, civil conflict or commotion.
- (b) Loss, damage, liability or expense directly or indirectly caused by or contributed to, by or arising from:
  - i) Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - ii) The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - iii) Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - iv) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The 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 similar peaceful purposes.
- (c) Suicide or attempted suicide or intentional self injury or the insured person being in a state of insanity.
- (d) Deliberate exposure to exceptional danger (except in an attempt to save human life), or the Insured's own criminal act.
- (e) Illness or disease.

## 7. Medical Expenses

In addition to the benefits set out herein and subject at all times to any limits, conditions, exclusion this insurance shall extend to cover doctor's or surgeon's fees (subject to a limit of CAD 500 any one accident) for the attendance upon the Insured or his family or crew incurred as a direct result of personal injuries caused by the Vessel sinking, being in collision or on fire.

## 8. Claims

- (a) Notice must be given to the Insurers as soon as reasonably practicable of any incident which causes or may give rise to a claim within the meaning of this insurance.
- (b) The insured person must, as soon as possible, place himself under the care of a duly qualified medical practitioner.
- (c) It is a condition precedent to any liability hereunder to pay compensation to any insured person (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 advisor appointed by or on behalf of Insurers and that such medical advisor and advisers shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make examination of the insured person.

- (d) Any fraud or concealment or deliberate mis-statement by an insured person if unknown to the Insured in relation to any matter affecting this insurance or in connection with the making of a claim under this insurance shall render this insurance null and void insofar as it relates to the insured person in question but any such fraud, mis-statement or concealment by or known to the Insured shall render the whole insurance null and void and all claims hereunder shall be forfeited.

10/11/2003

**INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE**

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

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.

1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The 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.

1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

CL.370

**Sanction Limitation 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.

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**INSTITUTE CYBER ATTACK EXCLUSION CLAUSE**

1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

CL 380  
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### **LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL**

Lloyd's strives to enhance your customer experience with us through superior service and innovative insurance products.

We have developed a formal complaint handling protocol in accordance with the Insurance Companies Act of Canada to ensure your concerns as our valued customer are addressed expeditiously by our representatives. This protocol will assist you in understanding the steps we will undertake to help resolve any dispute which may arise with our product or service. All complaints will be handled in a professional manner. All complaints will be investigated, acted upon, and responded to in writing or by telephone by a Lloyd's representative promptly after the receipt of the complaint. If you are not satisfied with our products or services, you can take the following steps to address the issue:

- Firstly, please contact the broker who arranged the insurance on your behalf about your concerns so that he or she may have the opportunity to help resolve the situation.
- If your broker is unable to help resolve your concerns, we ask that you provide us in writing an outline of your complaint along with the name of your broker and your policy number.

Please forward your complaint to:

#### **Lloyd's Underwriters**

Attention: Complaints Officer:

1155 rue Metcalfe, Suite 2220, Montréal (Québec) H3B 2V6

Tel: 1-877-455-6937 - Fax: (514) 861-0470

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

Your complaint will be directed to the appropriate business contact for handling. They will write to you within two business days to acknowledge receipt of your complaint and to let you know when you can expect a full response. If need be, we will also engage internal staff in Lloyd's Policyholder and Market Assistance Department in London, England, who will respond directly to you, and in the last stages, they will issue a final letter of position on your complaint.

In the event that your concerns are still not addressed to your satisfaction, you have the right to continue your pursuit to have your complaint reviewed by the following organizations:

**General Insurance OmbudService (GIO):** assists in the resolution of conflicts between insurance customers and their insurance companies. The GIO can be reached at:

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

To obtain information on the Code of Consumer Responsibilities (1565C) and Notice Concerning Personal Information (1543C) please visit <http://www.pacificmarine.ca/marine-insurance/products-services>

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