

نوع التأمين	رقم الوثيقة	اجازة التأمين	السنة
M/H	_____	38	2022

**GULF INSURANCE & REINSURANCE COMPANY (K.S.C.C.) (hereafter called the Company) hereby agree, in consideration of the payment to the Company, by or on behalf of the Insured, the premium specified hereunder, to insure against loss, damage, liability or expense as requested by or on behalf of the Insured subject to the Terms, Conditions, Warranties and Clauses printed and/or attached herewith.**

ASSURED : \_\_\_\_\_  
PERIOD : 12 MONTHS AT \_\_\_\_\_ TO \_\_\_\_\_  
POLICY NO. : \_\_\_\_\_  
TYPE : MARINE HULL & MACHINERY AND HULL WAR INSURANCE

In the event of damage whereby loss or damage may result in a claim under the policy, notice shall be given to the Company prior to survey and also, if the vessel is abroad, to the nearest Lloyd's Agents for the necessary survey.

Claims, if any payable in Kuwait.

The clauses printed and attached herewith forms part of this policy and shall always be read in conjunction. In places where the typed policy wordings are inconsistent with that of the printed clauses, type policy wordings shall prevail overruling the printed clauses.

Signed at Kuwait on \_\_\_\_\_

For Gulf Insurance & Reinsurance Company.

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### TYPE

Marine Pleasure Yacht Insurance

### INSURED

### SUBJECT MATTER

Pleasure yacht Name :

Registration No. :

Place & Year of Built :

Material of Construction :

Dimensions :

GRT :

Engine :

Purpose :

### PERIOD OF INSURANCE

12 months w.e.f. .... to ..... (both days inclusive).

### TRADING LIMITS

.....

(Cover in respect of Hull War, Piracy, Terrorism and related perils subject to Listed Areas, as more detailed elsewhere in this Policy)

### LAW, PRACTICE AND JURISDICTION

Subject to Kuwaiti Law and Practice and to the exclusive Jurisdiction of the courts in Kuwait

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### INTERESTS

1. Hull and Machinery
2. Third Party Liability

### SUMS INSURED & LIMIT OF LIABILITY

Interest 1 – KD ...

Interest 2 - Limit of Liability – Up to KD... anyone accident or occurrence and in the aggregate.

### APPLICABLE TO HULL & MACHINERY COVERAGE

- Subject to Institute Yacht Clauses
- Third Party Liability limited up to KD... any one accident or occurrence and in the aggregate but excluding Liability to persons towed on water skis.
- Subject to Institute Speed Boat Clauses 19.
- Subject to Marine Pollution Exclusion Clause dated 71/5/1.
- Subject to a deductible of KD... anyone accident.
- Warranted no claim shall be allowed whilst the vessel is participating in racing or speed tests or any trial in connection therewith.
- Warranted no claim shall be entertained by the Company if the Vessel left moored or anchored unattended off an exposed beach or shore.
- Warranted no claim shall be payable under this policy for loss or damage caused whilst the vessel is being towed on land.
- Warranted this policy does not extend to cover any loss or damage attributable to wear and tear.
- Warranted : : Licenced Captain as per requirements of the flag state on board and in control of the boat at all times.

### APPLICABLE TO HULL WAR COVERAGE

- Subject to Institute War and Strikes Clauses – Yachts CL.329.
- Warranted No Arms, Ammunitions, Military Equipments on board.
- Warranted 24 Hours Notice of Cancellation.
- Institute Notice of Cancellation, Automatic Termination of Cover and War and Nuclear Exclusion Clause – Hulls cl.359.
- Automatic Identification System (AIS) operation Clause – attached

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**Please Note:** Piracy under the subject policy covers only the risks of physical loss or damage to the vessel and does not cover the Ransom amount, if any paid to pirates to release the vessel.

#### **APPLICABLE TO H&M AND HULL WAR COVERAGE**

- Sanction Limitation and Exclusion Clause.
- Nuclear Energy Risks Exclusion Clause (Marine) 1st January 1989.
- Warranted boat moored at Sea Club Marina Whilst not in use.
- Subject to Electronic Date Recognition Clause.
- Subject to Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical, Electromagnetic Weapons Exclusion Clause (2003/11/10 CL.370).
- USA & Canada Endorsement for the Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause 10th November 2003 (USCAN B 29th January 2004).
- Subject to Marine Cyber Exclusion Clause (LMA11 (5402th November 2019).
- Infectious / Contagious Diseases Exclusion Clause
- JHC Communicable Disease Exclusion (Hull) JH007-2020A 20th November 2020.
- Excluding absolutely Loss, Damage, Liability and/or expenses from Pandemic/Epidemic Outbreaks and any kind of consequential losses thereof.
- Warranted Private Pleasure use only
- Subject to cancelling returns only.
- Warranted that Certificate of Registry remains valid during Policy Period.
- Subject to no claim as at ...
- Warranted that vessel's engines undergo routine periodic maintenance to be performed by qualified marine mechanics from authorized dealer / maintenance contractor. Record of the maintenance checks should be kept on file for future reference.
- Warranted generators and electrical installations are checked and attended to by a qualified marine electrician on periodical basis minimum frequency being annual. Record of the maintenance to be kept on file for future reference.

#### **PREMIUM**

KD\_\_\_\_\_ (Including Policy Fees)

#### **PREMIUM WARRANTY**

Premium to be paid in full within 30 days from inception date of the policy. If premium not paid within the specified time, then insurer reserve the right to cancel the policy by serving 7 days notice of cancellation. If premium is paid before expiry of 7 days, then notice of cancellation will automatically be revoked. In the event of any claims being reported before cancellation becomes effective, insurer will be entitled to full policy premium.