

SPECIMEN

** COPY **

SCHEDULE attaching to and forming part of Policy No. MHL1605801124

THE COMPANY: The Tokio Marine and Fire Insurance Co. (HK) Ltd.

INSURED POLICY CLASS MARINE HULL - PLEASURE CRAFT
ADDRESS PERIOD OF INSURANCE
DATE OF ISSUE
ACCOUNT NO.
PREMIUM DUE

MARINE HULL : 0001 MARINE HULL - PLEASURE CRAFT
CERTIFICATE OF OWNERSHIP NO. :
VESSEL NAME :
TYPE :
MATERIAL :
LENGTH :
BREADTH :
YEAR BUILT :
ENGINE NO./MAKE :
FUEL :
POWER :
MAXIMUM SPEED :
SEATING CAPACITY :
NO. OF VESSEL : 1
CRUISING LIMITS : HONG KONG TERRITORIAL WATERS ONLY
MOORING LOCATION :
INTEREST INSURED : ON THIRD PARTY LIABILITY
SUBJECT TO INSTITUTE YACHT CLAUSES 1/11/1985 (CLAUSE 11)
LIMIT OF LIABILITY : HKD5,000,000.00
FOR ANY ONE CLAIM OR SERIES OF CLAIMS ARISING OUT
OF ONE EVENT DURING THE PERIOD OF INSURANCE
SUM INSURED : --

SUBJECT TO THE FOLLOWING CLAUSES, WARRANTIES, ENDORSEMENT, EXCLUSIONS AS PRINTED HEREIN AND/OR ATTACHED HERETO :-

003A INSTITUTE YACHT CLAUSES 1/11/85
SUBJECT TO INSTITUTE YACHT CLAUSES 01/11/85 (CLAUSE 11)

001A DEDUCTIBLE
SUBJECT TO A DEDUCTIBLE OF HKD20,000.00 FOR ANY ONE ACCIDENT AND OR OCCURRENCE UNDER CLAUSE 11.8 "LIMIT OF LIABILITY TO THIRD PARTIES"

Policy No. :
User Name :
Agent Name :
Jacket Code :

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002A SANCTION LIMITATION AND EXCLUSION CLAUSE JH2010/009

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, FRANCE OR UNITED STATES OF AMERICA.

004A CL370

INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE 10/11/03

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.

005A CL380 - INSTITUTE CYBER ATTACK EXCLUSION CLAUSE 10/11/03

- 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 INFLECTING 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.

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016A FULL PREMIUM IF LOSS (F.P.I.L.) CLAUSE

SUBJECT TO FULL PREMIUM IF LOSS (F.P.I.L.) CLAUSE - IN THE EVENT OF LOSS THE ASSURED AGREES TO PAY THE DIFFERENCE BETWEEN THE PREMIUM PAID HEREON AND THE PREMIUM CALCULATED AT THE FULL ANNUAL RATE ON THE AMOUNT OF THIS POLICY.

007A AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

NOTHING IN THIS POLICY OR ANY ENDORSEMENT HEREON SHALL AFFECT THE RIGHT OF ANY PERSON INDEMNIFIED BY THIS POLICY OR ANY OTHER PERSON TO RECOVER AN AMOUNT UNDER OR BY VIRTUE OF THE PROVISIONS OF THE MERCHANT SHIPPING ORDINANCE.

BUT THE INSURED SHALL REPAY TO THE INSURERS ALL SUMS PAID BY THE INSURERS WHICH THE INSURERS WOULD NOT HAVE BEEN LIABLE TO PAY BUT FOR THE SAID PROVISIONS.

WARRANTED THAT ALL THE REQUIREMENTS AND REGULATIONS OF THE MERCHANT SHIPPING (LOCAL VESSELS) (COMPULSORY THIRD PARTY RISKS INSURANCE) REGULATION, CHAPTER 548 OF SUB. LEG. H AND SUBSEQUENT AMENDMENTS MUST BE COMPLIED WITH THROUGHOUT THE CURRENCY OF THIS POLICY.

WARRANTED SAILING WITHIN HONG KONG TERRITORIAL WATERS ONLY.

IN THE EVENT OF LOSS ANY PORTION OF THE PREMIUM ON THIS POLICY REMAINING UNPAID SHALL BE DEDUCTED FROM THE AMOUNT RECOVERABLE.

IN THE EVENT OF A TOTAL LOSS OF THE INTEREST INSURED THE BALANCE IF ANY OF THE FULL ANNUAL PREMIUM IMMEDIATELY BECOMES PAYABLE BY THE INSURED.

THE INSURERS RESERVE TO THEMSELVES THE RIGHT TO CANCEL THIS POLICY BY GIVING WRITTEN NOTICE TO THE INSURED IF THE PREMIUM OR ANY PART THEREOF HAS NOT BEEN PAID WHEN DUE.

008A IMPORTANT

WRITTEN NOTICE SHOULD BE GIVEN TO THE INSURERS PRIOR TO ANY SALE OF THE INSURED VESSEL OR TRANSFER TO NEW MANAGEMENT OR IN REGARD TO ANY CIRCUMSTANCES WHICH MAY AFFECT THE CONDITIONS OF THIS INSURANCE. NO LIABILITY OF ANY SORT SHALL BE ADMITTED AND NO UNDERTAKING GIVEN NOR SHALL ANY OFFER PROMISE OR PAYMENT BE MADE OR LEGAL EXPENSES INCURRED BY THE INSURED WITHOUT THE WRITTEN CONSENT OF THE INSURERS WHO SHALL BE ENTITLED IF THEY SO DESIRE TO TAKE OVER AND CONDUCT IN THE NAME OF THE INSURED THE DEFENCE OF ANY ACTION OR TO PROSECUTE ANY CLAIM FOR INDEMNITY OR DAMAGES OR OTHERWISE AGAINST ANY THIRD PARTY.

009A WARRANTIES

THIS POLICY IS SUBJECT TO THE FOLLOWING WARRANTIES

1. WARRANTED THAT THE PERSON IN OPERATING THE INSURED VESSEL MUST BE THE HOLDER OF MARINE DEPARTMENT COXSWAINS AND ENGINEERS CERTIFICATE.
2. WARRANTED THAT INSURED SHALL MAINTAIN AND KEEP THE INSURED VESSEL, MACHINERY, TACKLE, SAILS AND EQUIPMENT IN A PROPER STATE OF REPAIR AND SEAWORTHINESS AND AT ALL TIMES EXERCISE DUE CARE AND DILIGENCE IN SAFEGUARDING THEM.
3. WARRANTED THAT WHENEVER TROPICAL STORM/TYPHOON SIGNAL NO. 3 OR UPWARDS IS HOISTED THE INSURED VESSEL MUST BE SECURELY MOORED AT THE MOORING LOCATION INDICATED IN THE SCHEDULE AND SHALL

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- REMAIN THERE UNTIL SUCH SIGNAL HAS BEEN LOWERED.
4. WARRANTED THAT WHENEVER TROPICAL STORM/TYPHOON SIGNAL NO. 3 OR UPWARDS IS HOISTED THE INSURED VESSEL SHALL IMMEDIATELY SAIL FOR AND MOOR AT THE MOORING LOCATION INDICATED IN THE SCHEDULE OR ANY HONG KONG GOVERNMENT TYPHOON SHELTER AND SHALL REMAIN THERE UNTIL SUCH SIGNAL HAS BEEN LOWERED.
 5. WARRANTED THAT WHENEVER THE INSURED VESSEL IS NOT IN USE IT MUST BE SECURELY MOORED AT THE MOORING LOCATION INDICATED IN THE SCHEDULE.
 6. WARRANTED THAT THE INSURED VESSEL IS USED FOR PRIVATE AND PLEASURE ONLY.

010A JURISDICTION

- THE INDEMNITY PROVIDED BY THIS POLICY SHALL APPLY ONLY IN RESPECT OF
1. COMPENSATION RESULTING FROM JUDGMENTS DELIVERED BY OR OBTAINED FROM A COURT OF COMPETENT JURISDICTION IN HONG KONG.
 2. CHARGES EXPENSES AND LEGAL COSTS INCURRED OR RECOVERABLE IN HONG KONG.

Signed for and on behalf of the Company



Authorised Signature

Examined.....