

# EdwardWilliam

MARINE INSURANCE WORLDWIDE



## USA Commercial Endorsement

100% underwritten by



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READ YOUR POLICY CAREFULLY

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## CAPTAIN CHARTER

This endorsement is to be read in conjunction with the Edward William USA Yacht Clauses dated 1<sup>st</sup> June 2023 and the policy schedule. Edward William USA Clauses take precedence over this Endorsement unless stated otherwise.

## GENERAL CONDITIONS

The following conditions shown on the Edward William USA Yacht Clauses are removed. All other general conditions remain the same.

**1a** the **insured vessel** is for private pleasure use only. Coverage is not provided for charter, hire, lease, or any other commercial use.

The following is additional to the General Conditions of the Edward William USA Yacht Clauses.

- 1) Cover is subject to completion and return of the Captain Charter Supplementary proposal.
- 2) A signed waiver is to be collected from all passengers whether fare paying or not. This may be requested by insurers at any time and will be required in the event of any incident that may give rise to a claim under this section of the **policy**. A copy of our waiver is attached for your usage. If you choose to use your own waiver this must be seen and accepted by us prior to cover commencing.

## GENERAL EXCLUSIONS

The following Exclusions shown on the Edward William USA Yacht Clauses are removed. All other general exclusions remain the same.

**8** The **vessel** being used for charter, hire, or any commercial purposes unless agreed in advance by us and the relevant endorsement is attached to the **policy Schedule**.

The following is additional to the exclusions of the Edward William USA Yacht Clauses.

- 1) We will not cover any passenger whether fare paying or complimentary that has not completed and signed the agreed waiver prior to departure.

## BAREBOAT CHARTER

Coverage under this **policy** is extended to the **insured vessel** to be used for bareboat charter. A renter of the **vessel** is an insured person as per this endorsement and the Edward William USA Yacht Clauses as long as;

- i. At all times the **vessel** is under the command of a competent person who holds all appropriate qualifications required by any regulations as detailed within the bareboat charter supplementary proposal which will be incorporated in its entirety as part of the contract of insurance.
- ii. Payments for charter should be made by credit card or bank transfer or cheque with bank details recorded of the charterer. In the event of a cash payment made directly between the charterer and the owner a copy or photograph of the passport and/or driving license and/or identity card should be retained.

The **insured** and /or the person nominated by the **insured** to oversee the **vessel** charters will be responsible for verifying the qualifications, experience, and suitability of the charterer and to properly instruct them on the handling of the **vessel** including but not limited to the use of the emergency manual before handing the **vessel** over.

For a charterer to be considered covered under this **policy** a sign off sheet must be completed for the proposed charter (a copy of this is provided below see addendum 2) and a waiver must be signed by all adults and by a responsible person on behalf of minors. A copy of our waiver is attached for your usage (see addendum 1). If you choose to use your own waiver this must be seen and accepted by us prior to cover commencing.

Theft of the **vessel** by the charterer will be covered by us provided that the **insured** and/or the person nominated by the **insured** to oversee the **vessel** charters has obtained third party reference on the identity and current address of the charterer by means other than a copy of the passport or driving license.

This endorsement further covers you provided you are not in charge of the **vessel** at the time, for loss or damage to the **vessel** and reasonable fees incurred in obtaining the release of the **vessel** following impounding, arrest, detention or confiscation by any government or legally appointed authority because of any act (legal or otherwise) committed by a charterer and/or crew member and committed without your consent, knowledge, or approval.

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

In no event will the cover under this endorsement exceed the sums **insured** shown on the **policy schedule** and nothing in this endorsement will amend or modify the terms and conditions of the Edward William USA **policy** upon which this is attached.

## COMMERCIAL PASSENGER LIABILITY

If requested and agreed by us and shown on your **policy schedule** we will extend this **policy** to cover all sums which you become legally liable to pay to fare paying passengers or passengers covered under charter because of your ownership or operation of the **vessel**. Coverage under this section applies when the passenger is aboard the **vessel** and coverage ceases as soon as the passenger has disembarked the **vessel**.

We have the right and duty to defend any suit to which this insurance applies. However, we may investigate and settle any claim or suit at our discretion. Our duty to defend any claims or suit ends when the amount we pay, or tender to the Court of Jurisdiction for any pending litigation on your behalf, for damages resulting from the occurrence equals the limit for 'Passenger Liability' shown on your **policy schedule**. If a suit is brought against you for claims falling within the coverage provided under the **policy**, seeking both compensatory and punitive or exemplary damages, we will afford a defense to such action; however, we will not have any obligation to pay for any costs, interest, or damages attributable to punitive or exemplary damages nor shall we pay any third-party costs.

The **deductible** shown against passenger liability will apply to every claim. All other terms, **conditions, warranties**, and exclusions remain unaltered.

## UNINSURED BOATER

If you have coverage under Section F of Edward William USA Yacht Clauses and the coverage is shown on your **policy schedule** then we will provide cover in respect of any sums which you as the insured on this contract are legally entitled to recover from a third party **vessel**, owner or operator, but which cannot be recovered due to the third party having no marine liability insurance and no realizable assets or they cannot be identified such as a hit and run operator.

We will also pay for any medical expenses incurred by your family and fare paying passengers because of any such incident. The **deductible** shown on the **policy schedule** for uninsured boater cover will apply to every claim made under this section of the contract. The sum **insured** shown under this section on the **policy schedule** is the maximum liability for all uninsured boater claims regardless of the number of people involved or the number of claims made. Uninsured watercraft means a waterborne vehicle of any type.

### What We Pay

We will pay no more than the limit for Uninsured Boater shown on the **policy schedule** for all **damages** or **losses** resulting from any one **occurrence**. This is the most we will pay, regardless of the number of persons covered under this section, claims made, watercraft or premiums shown on the **policy schedule**, or the number of **vessels** involved.

If an underinsured watercraft causes the bodily injury, we will pay only after all other liability bonds or **policies** have been exhausted by judgments or payments.

Any amount payable under this coverage will be reduced by all sums paid by or for anyone who is legally responsible, including all sums paid under medical payments section of the **policy**.

### Exclusions

We will not pay for:

- 1) any claim settled without our consent.
- 2) **bodily injury** to any person on board the insured **vessel** without your permission.

- 3) the direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits law or any similar law.
- 4) damages where there is no evidence of physical contact between the insured **vessel** and either an unidentified or uninsured watercraft; or
- 5) bodily injury to any person arising out of the transportation of an uninsured watercraft or underinsured watercraft on land.
- 6) loss due to an uninsured **vessel** being a government **vessel**.
- 7) Loss from an incident involving any other vessel owned or operated by the insured.
- 8) any loss or damage otherwise recoverable under this contract
- 9) bodily injury or death of the insured.
- 10) any loss otherwise excluded under this insurance contract.



## IN WATER ACTIVITY

In Water Activity only applies when the **policy schedule** shows that you have selected this option. Your paying passengers engaged in In Water Activities such as but not restricted too swimming snorkelling kayaking(using only recognized and commercially manufactured equipment) within the **navigational limits** during the period of your insurance cover for:

i) Death or injury to a paying passenger

**Bodily Injury**

US\$30,000

This applies from the moment any person leaves the vessel until they are safely back aboard. All other terms, warranties, conditions, and exclusions remain in effect. We have the right and duty to defend any suit to which this insurance applies. However, we may investigate and settle any claim or suit at our discretion. Our duty to defend any claim or suit ends when the amount we pay, or tender to the Court of Jurisdiction for any pending litigation on your behalf, for damages resulting from the occurrence equals the limit for 'In Water Activity shown in these policy clauses. If a suit is brought against you for claims falling within the coverage provided under the **policy**, seeking both compensatory and punitive or exemplary damages, we will afford a defence to such action, however, we will not have any obligation to pay for any costs, interest, or damages attributable to punitive or exemplary damages. We will not pay for third party legal costs or expenses relating to these proceedings.

### Warranties

The following warranties apply to this cover.

- 1) passengers taking part in any in water activities must always wear a buoyancy aid.
- 2) the **insured vessel** must be within 3 nautical miles of land.
- 3) somebody must be always on board the vessel as a lookout and lifeguard.
- 4) the 'In Water Activity' section on the passenger waiver must be signed by all persons either carrying out or likely to carry out an In Water Activity.

### Exclusion's

This Section of the policy does not cover

- 1) any activity on a motorized watercraft.
- 2) any activity involving scuba diving or use of oxygen tanks of any kind.

100% Underwritten by:



210A 2nd Floor, Fagatogo Square,  
Pago Pago,  
American Samoa 96799

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**  
**(Hereinafter referred to as the "Release Agreement")**

**Notice** – By signing this document you may be waiving certain legal rights, including the right to sue.

**Release and Waiver of Claims: Assumption of the Risk Indemnification Agreement**

PLEASE READ CAREFULLY

In consideration of being allowed to use the facilities, Vessel(s) and participate in the activities provided by (NAME OF COMPANY) who will from this point be referred to as the "Host". The Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree to the fullest extent permitted by law, as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I and or anyone claiming on my behalf have or may have against the Host and to release the Host and/or their respective owners, related and affiliated entities, parents, operators, employees, agents, officers and the Hosts Insurance company and their agents, from any and all liability for any loss, damage, injury or death, that I may suffer or that my next of kin may suffer, as a result of my participation in the activities provided by the Host;
2. **TO ASSUME ALL RISKS** of participating in the activities and using the equipment, even those caused by the negligent acts or conduct of the Host and/or their respective owners, related and affiliated entities, parents, operators, employees, agents, officers and the Hosts Insurance company and their agents. The Participant and their Parent(s) or legal guardians(s) understand that there are inherent risks of participating in the activities and using the equipment, which may be both foreseen and unforeseen and includes serious physical injury and death. These inherent risks include, but are not limited to, operator, captain, and/or crew error, changing weather conditions, and equipment failure;
3. **TO RELEASE** the Host and/or their respective owners, related and affiliated entities, parents, operators, employees, agents, officers and the Hosts Insurance company and their agents, from all liability for any loss, damage, injury, death, or expense that the Participant (or their next of kin) may suffer, arising out of the participant's participation in the activities and use of the equipment. The participant and their parent(s) or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any negligent acts or conduct of the Host and/or their respective owners, related and affiliated entities, parents, operators, employees, agents and or officers to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct; and
4. **TO INDEMNIFY** the Host and/or their respective owners, related and affiliated entities, , parents, operators, employees, agents, officers and the Hosts Insurance company and their agents, from all liability for any loss, damage, injury, death or expense that the Participant (or their next of kin) may suffer, arising out of participation in activities and or use of the equipment.

**Photography/Video**

Participant hereby grants to the Host, its representatives, and employees the right to take photographs/videos of Participant in connection with Participant's participation in the activities. Participant hereby authorizes the Host to copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that the Host may use such photographs of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

**Personal Responsibility**

**The Participant and his/her parent(s) or legal guardian(s) certify that Participant has no physical or mental condition that precludes him/ her from participating in the Activities and that he/she is not participating against medical advice.**

**The Participant and his/her parent(s) or legal guardian(s) understand that Participant's participation in the Activities is voluntary and further understand that they have the opportunity to inspect the Host's Equipment, facilities, and vessels before any participation.**

**The Participant and his/her parent(s) or legal guardian(s) understand that Participant is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of common sense and by being aware of his/ her surroundings.**

**If, while participating in the Activities, the Participant or his/her parent(s) or legal guardian(s) observe any unusual hazard or condition, which they believe jeopardizes Participant's personal safety or that of others, Participant and/or his/her parent(s) or legal guardian(s) will remove Participant from participation in the Activities and immediately bring said hazard or condition to the attention of the Host.**

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

I agree that any claim I have resulting from any events occurring in the (Name of country) shall be governed by and constructed with the Laws of (Name of the country) and I irrevocably agree to the courts of the (Name of country) as the exclusive venue for any such proceedings whatsoever.

I HAVE READ AND UNDERSTAND THIS' AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE HOST.

Witness signature	Participant signature
Name printed	Signature of Guardian if Participant is under age of majority
Date signed	Name printed

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Witness signature	Participant signature
Name printed	Signature of Guardian if Participant is under age of majority
Date signed	Name printed

**In Water Activities**

In addition to the above I may participate in an in water activity including but not restricted to Snorkeling, Swimming, Kayaking. This does not include use of motorised craft or oxygen tanks. A Bouyancy aid must be worn at all times. Term and conditions as per Page 1 of the waiver apply at all times.

Witness signature	Participant signature
Name printed	Signature of Guardian if Participant is under age of majority
Date signed	Name printed

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Witness signature	Participant signature
Name printed	Signature of Guardian if Participant is under age of majority
Date signed	Name printed

**Edward William SL**

**Captain Charter Supplementary Sheet**

**1. Please describe in full the nature of the charters undertaken, including all activities made available to passengers:**

**2. Please advise if this vessel will be used for Diveboat Charter (*commercial purpose of carrying passengers for hire on sport diving excursions; using underwater artificial breathing apparatus and/or submersible mechanical or electrical devise including, but not limited to, Submarines, Diving Bells and/or Diving Suits*):**

**3. Please advise the number of years the assured has been undertaking these charters:**

<b>In Total:</b>		<b>From this location:</b>	
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**4. Please provide your website address, if applicable:**

**5. Do you require any hold harmless from passengers? If so, supply full name and mailing address for each;**

**6. Will you require additional Assured's to be named? If so, supply full name and mailing address for each;**

**WARNING:**

**Any misrepresentation in this captain charter supplementary sheet may render insurance coverage null and void from inception. Please therefore check to make sure that all questions have been fully answered and that all facts material to your insurance have been disclosed.**

<b><u>Assured Signature:</u></b>	<b><u>Dated:</u></b>
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**Edward William SL**

**Bareboat Charter Supplementary Sheet**

1. Please Supply a copy of your standard charter agreement.
2. Please advise whether you charter to corporations/organisations of any description, such as charities or youth movements or do you only charter to individuals?
3. Do you charter your vessel to other charter companies?
4. Please note that the minimum acceptable age for renters is 21 years of age unless previously agreed with underwriters, please advise how the age of the renter is verified.
5. It is warranted per the applicable Bareboat Charter Endorsement that the Scheduled Vessel is under the command of a competent person. *A competent person, unless previously agreed with underwriters, must have a minimum of two years of experience operating vessels of a similar type and size (within 10 feet) to the Scheduled Vessel, have no marine losses in the last ten years, no violations/suspensions (including auto) in the last five years and no criminal convictions or pleas of no contest ever.* Please advise the steps you take to ensure that the Scheduled Vessel is under the command of a competent person as defined above.
6. Please advise the maximum length of any charter and the maximum distance from port that charterers are permitted to take your vessel.
7. Please advise the number of charters undertaken annually.
8. Please provide your website address, if applicable.

**WARNING:**

Any misrepresentation in this Bareboat charter supplementary sheet may render insurance coverage null and void from inception. Please therefore check to make sure that all questions have been fully answered and that all facts material to your insurance have been disclosed.

Assured Signature:

Dated:

**Edward William SL**

**Captain sign-off sheet**

<b>Owner/Operator Name:</b>	
<b>Policy Number:</b>	
<b>Watercraft Make/Year:</b>	
<b>Training Conducted by:</b>	
<b>Credentials of trainer:</b>	
<b>Training Navigation area:</b>	
<b>Total hours of training:</b>	
<b>Dates of training:</b>	

Please score the trainee on their knowledge of the location and proper usage of the following categories by circling once of the numbers listed as 0, 1, 2, 3, 4, 5, and N/A.  
**Scoring: 0 = Does not Comprehend, 5 = very knowledgeable, N/A = not applicable.**

<b>Owner/Insured Knows how to:</b>	0	1	2	3	4	5	N/A
<b>Prepare before departure</b>							
Use pre-departure checklist and file a float plan Gather knowledge of local hazards and conditions including preparation for weather Use proper fuelling procedures Open or close appropriate thru hulls							
<b>Dock, Undock, Anchor, Pick up a mooring</b>							
Tie and untie basic knots and the use of spring lines and hitches Adjust for wind and current Maintain control on approach and departure Properly instruct crew and line handlers ashore							
<b>Navigate and understand the rules of the sea</b>							
Read a chart, plot, and steer, read buoys, daymarks and other aids to navigation Read navigation lights on other boats and determine stand on and give way vessels a course Use whistle signals and fog signals Navigate at night in low visibility and through locks and bridges							
<b>Respond to safety issues</b>							
Adjust to wind, waves and currents Avoid carbon monoxide poisoning and hypothermia React to a man overboard, engine problems, fire, collision and grounding							
<b>Comments and additional training suggested.</b>							

<b>In my opinion as an experienced vessel operator the trainee above is competent to safely operate their vessel.</b>			
<b>Examiners signature:</b>		<b>Date:</b>	
<b>Examiners name &amp; contact details:</b>			

**It is agreed that this information is the opinion of the examiner only and the provision of this does not imply any contractual or other relationship between the examiner and any party that may make use of this information.**