



Dec. 1951 F. C. & S. Clause

YACHT

In consideration of the premium hereinafter mentioned, this Company does hereby insure:

Upon the Yacht.....
from..... to..... Beginning and ending
with Noon..... time.

Amount of Insurance Agreed Valuation Premium

Warranted that the said Yacht shall be laid up and out of commission from at noon, until at noon.

Return Premiums For Layup

Return premium will be paid at the rate of % net for each period of 15 consecutive days during which the vessel while at the risk of the Underwriters shall be laid up and out of commission during the working period, and arrival.

Return Premiums For Cancellation

If this Policy be cancelled, and arrival, return premiums will be paid as follows:
For each 15 consecutive days of unexpired time,
of the working period, at the rate of % net; of the lay-up period at the rate of % net.

Special Conditions

General Conditions

In port and at sea, under power or sail, in docks and graving docks, and on ways, gridirons and pontoons. With leave to sail with or without pilots, to tow and assist vessels or craft in all situations, and to be towed and to go on trial trips. Privileges
Upon the Hull, Spars, Sails, Tackle, Apparel, Machinery, Boats, and other Furniture of and in the Yacht hereby insured. Touching the adventures and perils which we, the Assurers, are contented to bear, and do take upon us, they are of the seas, men-of-war, fire, enemies, pirates, rovers, assailing thieves, jettisons, letters of mart and countermart, reprisals, takings at sea, arrests, restraints and detentions of all kings, princes and people, of what nation, condition or quality soever, barratry of the Master and Mariners, and of all other like perils, losses and misfortunes, that have or shall come to the hurt, detriment or damage of said Yacht or any part thereof. Property Covered Perils
And in case of any loss or misfortune, it shall be lawful for the Assured, their factors, servants and assigns, to sue, labor and travel for, in and about the defense, safeguard and recovery of the said Yacht or any part thereof, without prejudice to this insurance; the charges whereof we, the Assurers, will pay. And it is especially declared and agreed that no acts of the insurer or insured in recovering, saving or preserving the property insured shall be considered as a waiver or acceptance of abandonment. Sue and Labor Clause
This insurance shall also cover, subject to the average warranty herein, loss of or damage to the Hull or Machinery caused by the negligence of Master, Mariners, Engineers or Pilots, by contact with aircraft, or by explosions, bursting of boilers, breaking of shafts, or any latent defect in the Machinery or Hull (excluding in all the foregoing cases the cost of replacing or repairing any defective part): provided such loss or damage has not resulted from want of due diligence by the Owners of the Yacht, or any of them, or by the Manager, or by the Assured. Latent Defect and Negligence
If the valuation of the Yacht hereby insured is \$5,000. or over, all losses hereunder shall be payable in full irrespective of percentage. Average Warranty
If the valuation is less than \$5,000., free from average under \$25. each accident.
And it is further agreed that if the Yacht hereby insured shall come into collision with any other ship or vessel, and the Assured shall, in consequence thereof, become liable to pay, and shall pay by way of damages to any other person or persons any sum or sums not exceeding in respect of anyone such collision the value of the Yacht hereby insured, we the Assurers, will pay the Assured such sum or sums so paid up to the amount hereby insured. And in cases where the liability of the Assured has been contested, with the consent, in writing, of this Company, we will also pay the costs thereby incurred or paid; but when both vessels are to blame, then unless the liability of the owners of one or both of such vessels becomes limited by law, claims under the Collision Clause shall be settled on the principle of Cross Liabilities, as if the owners of each vessel had been compelled to pay to the owners of the other of such vessels such one-half or other proportion of the latter's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Assured in consequence of such collision; and it is further agreed that the principles involved in this Clause shall apply to the case where both vessels are the property, in part or in whole, of the same owners, all questions of responsibility and amount of liability as between the two vessels being left to the decision of a single Arbitrator, if the parties can agree upon a single Arbitrator, or failing such agreement to the decision of Arbitrators, one to be appointed by the managing owners of both vessels, and one to be appointed by the majority in amount of Underwriters interested in each vessel; the two Arbitrators chosen to choose a third Arbitrator before entering upon the reference, and the decision of such single, or any two of such three Arbitrators, appointed as above, to be final and binding. Running Down Clause
Provided always that the foregoing clause shall in no case extend to any sum which the Assured may become liable to pay or shall pay for removal of obstructions under statutory powers, for injury to harbors, wharves, piers, stages and similar structures, consequent on such collisions, or in respect of the cargo or engagements of the insured Yacht, or for loss of life, or personal injury.
The said Yacht, for so much as concerns the Assured by agreement between the Assured and the Assurers is and shall be valued at the amount stated under the heading "Agreed Valuation." Valuation Clause
Warranted to be used solely for private pleasure purposes. Private Pleasure Warranty

(Continued)

This insurance shall be void in case this Policy or the interest insured thereby shall be sold, assigned, transferred or pledged without the previous consent in writing of the Assurers.	Transfer of Interest
In case of loss, such loss to be paid in thirty days after proof of loss and proof of interest in the said Yacht; all indebtedness of the Assured being first deducted.	Payment of Loss
If the vessel insured hereunder is at sea at the expiration of this. Policy the risk may be continued until the vessel has been anchored or moored at her port of destination for twenty-four (24) hours in good safety, provided notice be given to this Company and additional premium paid as required.	Continuation Clause
In event of any unintentional deviation beyond the waters permitted by this Policy, or unintentional violation of the lay-up warranty if any, it is hereby agreed to hold this Yacht covered, provided notice in writing be given this Company as soon as known to the Assured, and an additional premium paid at rates to be agreed.	Held Covered Clause
Warranted free of loss or damage in consequence of strikes, lockouts, political or labor disturbances, civil commotions, riots, martial law, military or usurped power or malicious act.	Strikes and Riots
Unless physically deleted by the Underwriters, the following warranty shall be paramount and shall supersede and nullify any contrary provision of this policy:	F. C. and S. Clause
<p>Notwithstanding anything to the contrary contained in the Policy, this insurance is warranted free from any claim for loss, damage or expense caused by or resulting from capture, seizure, arrest, restraint or detainment, or the consequences thereof or of any attempt thereat, or any taking of the Vessel, by requisition or otherwise, whether in time of peace or war and whether lawful or otherwise: also from all consequences of hostilities or warlike operations (whether there be a declaration of war or not), but the foregoing shall not exclude collision, explosion or contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein is performing) by a hostile act by or against a belligerent power, and for the purpose of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power; also warranted free, whether in time of peace or war, from all loss, damage or expense caused by any weapon of war employing atomic fission or radioactive force.</p> <p>Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy.</p> <p>If war risks are hereafter insured by endorsement on this policy, such endorsement shall supersede the above warranty only to the extent that their terms are inconsistent and only while such war risk endorsement remains in force.</p>	
It is also agreed, that should any part of the furniture, tackle, boats or other property of the said Yacht be separated and laid up on shore during the life of this Policy then this Policy shall cover the same to an amount not exceeding 20% of the sum insured. The amount attaching on the said Yacht shall be decreased by the amount so covered.	Equipment on Shore
In event of damage, cost of repairs to be paid without deduction of one-third, new for old.	No Thirds Off
No recovery for a constructive total loss shall be had hereunder unless the expense of recovering and repairing the vessel shall exceed the agreed valuation.	Constructive Total Loss
Warranted free from loss of or damage to spars and/or sails while racing.	Exclusions
Not liable for wages and/or provisions whether the average be particular or general.	
Personal negligence or fault of the Owner or Assured in the navigation of the Yacht or privity or knowledge in respect thereto (excepting loss, damage or liability wilfully or intentionally caused by the Owner or Assured), shall not relieve the Underwriters of liability under this Policy or the collision clause, or the P. & I. clauses if effective.	Personal Negligence
The Boats and Launches of the Yacht are insured also while afloat, whether under way or not, subject to all of the terms and conditions, including the collision clause, of this Policy.	Boats and Launches
Where the amount of insurance is less than the Agreed Valuation, this Company shall be liable only for such proportion of any loss recoverable as the said amount of insurance bears to the said Agreed Valuation.	Proportion of Losses Covered
This Policy may be cancelled at any time at the Assured's request; or by this Company, by giving ten (10) days' written notice of such cancellation.	Notice of Cancellation
<p>The terms and conditions of this form are to be regarded as substituted for those of Policy form to which it is attached, the latter being hereby waived, except provisions required by law to be inserted in the Policy.</p>	

Attached to Policy No. of.....
Dated Signed.....