

"These clauses are purely illustrative. Different policy conditions may be agreed. The specimen clauses are available to any interested person upon request. In particular: (a) in relation to any clause which excludes losses from the cover, insurers may agree a separate insurance policy covering such losses or may extend the clause to cover such events;

(b) in relation to clauses making cover of certain risks subject to specific conditions each insurer may alter the said conditions".

## 1/11/85

## INSTITUTE SPEEDBOAT CLAUSES

## SPECIAL CONDITIONS AND FURTHER EXCLUDED RISKS

- 1 It is a condition of this insurance that when the vessel concerned is under way the Assured named in the Schedule to the policy or other competent person(s) shall he on board and in control of the vessel.
- 2 No claim shall be allowed in respect of loss of or damage to the vessel or liability to any third party or any salvage services
  - 2.1 caused by or arising from the vessel being stranded sunk swamped immersed or breaking adrift. while left moored or anchored unattended off an exposed beach or shore
  - 2.2 arising while the vessel is participating in racing or speed tests, or any trials in connection therewith.
- 3 Further, and without derogation from the above, no claim shall be allowed in respect of loss of or damage to motor and connections rudder strut shaft or propeller electrical equipment and batteries and connections unless the loss or damage is caused
  - 3.1 by the vessel being immersed as a result of heavy weather
  - 3.2 by the vessel being stranded, sunk, burnt, on fire or in collision or contact with another vessel pier or jetty
  - 3.3 whilst being removed from or placed in the vessel
  - 3.4 by theft of the entire vessel or by theft following upon forcible entry into the vessel or place of storage or repair
  - 3.5 by theft of outboard motor(s) provided it is securely locked to the vessel or her boat(s) by an anti-theft device in addition to its normal method of attachment
  - 3.6 by fire in the place of storage or repair ashore
  - 3.7 by malicious acts.
- 4 No claim shall be allowed in respect of any liability to or incurred by, any person engaged in water-skiing or aquaplaning, while being towed by the vessel or preparing to be towed or after being towed until safely on board or ashore.
- 5 No claim shall be allowed in respect of any liability to or incurred by any person engaged in a sport or activity, other than water-skiing or aquaplaning, while being towed by the vessel or preparing to be towed or after being towed until safely on board or ashore.
- 6 If the vessel is fitted with inboard machinery no liability shall attach to this insurance in respect of any claim caused by or arising through fire or explosion unless the vessel is equipped in the engine room (or engine space) tank space and gallery, with a fire extinguishing system automatically operated or having controls at the steering position and properly installed and maintained in efficient working order.

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