

HONG KONG HELSMAN BLUE PLEASURE CRAFT INSURANCE

Product disclosure particulars, features and benefits

The following hereby represents abbreviated particulars and information relating to the Hong Kong Helmsman Blue pleasure craft insurance policy including features, benefits, significant risks, the cost of the product, your cooling off period, how to make a claim, handling complaints, cancelling your policy, your privacy, applicable law and who to contact.

The purpose of this information is to assist you in understanding the Hong Kong Helmsman Blue pleasure craft insurance product and to provide you with sufficient information to enable informed choices about your insurance needs. To do that, you will need to read the policy which will be provided separately on request and which sets out the full terms, conditions and limitations of this product.

THE INSURER

Zurich Insurance Company Ltd [Zurich] is the insurer and issuer of this Hong Kong Helmsman Blue pleasure craft insurance Policy.

Wherever you will read the words, “we”, “us” or “our”, these are references to Zurich.

SIGNIFICANT FEATURES AND BENEFITS

We believe that the most significant benefit of the Hong Kong Helmsman Blue insurance policy is that it protects your financial investment in Your Vessel up to an agreed value, if it is lost or damaged due to a broad range of accidental causes. These include loss or damage to the Vessel due to theft, malicious damage, a latent defect, repairer’s negligence, fire, heavy weather, lightning or piracy.

The Policy also provides coverage for:

- * relocation, salvage, search, vessel inspection and motor cleaning expenses, particularly where the Vessel is lost, damaged or in distress;
- * social racing for yachts;
- * voluntary rescue work;
- * “new for old” replacement on mechanical and electrical parts of a Motor that is up to 5 years old;
- * loss, damage or theft of specified contents, personal possessions or sporting equipment;
- * legal liability, including for accidental injury or death, or accidental damage to third party conveyance; and
- * personal accidents, including those that result in you suffering temporary or permanent disablement or death.

The Policy also offers, as standard, a Marina Benefits Clause, where we will not deduct an Excess if the Vessel is damaged whilst it is berthed at its usual marina.

You may also apply to take out Optional benefits, including coverage for:

- * water skiing and/or aquaplaning activities
- * yacht racing (in addition to automatic cover for social racing);
- * trailer and transit risks where you use a trailer with your Vessel; and
- * loss or damage to a private berth, marina or jetty owned by you and used to berth the insured Vessel.

This summary of benefits available under the Policy is not exhaustive, and limitations and conditions will apply. Please refer to the Policy for full details of terms, conditions and limitations.

Our Policy is designed to provide protection for you against insured events. However, in certain circumstances, the Policy will not provide any insurance cover to you.

For example, the Policy will not cover loss or damage or liability where the Vessel:

- * travels outside the specified Geographical Limits
- * is being used for charter, hire, reward or another commercial purpose;
- * is being used for any illegal or unlawful purpose; or
- * is not seaworthy or is kept in an unsafe condition.

You will also not be covered by the Policy where:

- * you or someone you authorize acts recklessly, fraudulently, criminally or maliciously, or acts intentionally to cause loss or damage, or fails to take reasonable care of the Vessel; or
- * loss or damage is caused by radioactivity, war, terrorism or various weapons.

These are only some of the events that are not covered by the Policy. Full details of the exclusions are set out in the Policy. It is vital that you read the Policy, and make yourself aware of all exclusions and limits contained in the Policy.

SIGNIFICANT RISKS

This product may not suit your purpose. For example, you may wish to use your Vessel for a purpose that is excluded under the Policy. You should read the Policy carefully and ask your insurance adviser if you are unsure about any aspects of the Policy.

Your sum insured may not be adequate. This is an Agreed Value Policy. It is important that a specified value be noted on the Schedule for each of the hull, motor, equipment, tender and other listed items. This will determine the sum insured for each item, otherwise the maximum amount we will pay for an item or any part of an item is its current market value.

A claim may be refused. We may refuse to pay a claim, or reduce the amount we pay for a claim if you do not comply with the Policy or you do not comply with your duty of disclosure or if you make a fraudulent claim.

You must pay the premium. If you do not pay the premium on time, the Policy may not come into effect and you may not have cover.

Period of insurance. The Policy you are applying for will not provide any insurance cover for anything that may have happened before the Policy commenced. The Policy you are applying for only commences when we accept your Application form and the premium is paid. The commencement date will be shown on the Schedule.

EXCESS

If you make a claim under the Policy, you may be required to pay an Excess. The description of the Excess and the circumstances in which an Excess is payable is explained in Section Eight of the Policy.

The amount of your Excess will be shown on the Schedule.

THE COST OF THIS PRODUCT

The total amount we charge for the Policy is called the premium. The premium is the amount we have calculated to cover the risk of insuring the Vessel. The amount we charge for premium will also, among other factors, depend on the type of cover, options and/or extensions you have chosen.

We consider a number of factors in determining the premium which include:

- * the value of the Vessel;
- * the make, model and type of construction of the Vessel;
- * the age and condition of the Vessel;
- * your boating experience;
- * the geographical navigational limits of intended use of the Vessel;
- * your previous boating insurance loss or claims experience; and
- * where your Vessel is kept.

The premium payable by you will be shown on the Schedule.

YOUR DUTY OF DISCLOSURE

You have a legal duty of disclosure whenever you apply for, change or renew an insurance policy. Your obligation is to disclose to us everything you know, or could reasonably be expected to know, that would be relevant to our decision whether to insure you (or continue to insure you) and if so, on what terms. Further details on your duty of disclosure are provided in Section Eight of the Policy.

What will happen if you do not tell us

If you do not comply with your duty of disclosure, we may reduce or refuse to pay a claim, or cancel your Policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat the Policy as never having existed.

HOW TO MAKE A CLAIM

When an incident occurs that gives rise to a claim, please promptly contact your insurance adviser or Zurich. Further details about making a claim are provided in Section Eight of the Policy under the heading "How to make a claim".

What to do if you have a complaint

We aim to provide a high standard of service and expertise to you as our client. However, on occasions, you may have a complaint or feel dissatisfied with some aspect of our service. In this circumstance, we will aim to deal with your complaint in a fair, transparent and timely manner.

If you have a complaint, please contact your insurance adviser of Zurich. One of our staff will use their best endeavours to resolve your complaint.

If our staff member or their manager are unable to resolve the matter, please refer the matter to the:- Insurance Claims Complaints Bureau in Hong Kong either through their website at www.iccb.org.hk, or Visit their offices at Lev.29, Sunshine Plaza, 353 Lockhart Road, Wanchai, Hong Kong, or By email on issb@iccb.org.hk, or Telephone 2520 1868, or 2520 2728 (24 hour information hotline) in order to reach a satisfactory outcome.

When dealing with any complaint, we will endeavour to:

- * only ask for and consider relevant information;
- * respond to a complaint within 15 business days, as long as we have been provided with all necessary information and have completed required investigations;
- * work with you to set reasonable time frames for the provision of information, assessments and investigations;
- * keep you informed about the progress of the complaint;
- * initiate action to deal with any mistakes or errors made in handling a complaint; and will respond to a complaint in writing, giving reasons for any decision and further information about dispute resolution.

CANCELLING YOUR POLICY

You may cancel your Policy at any time by giving us 30 days' notice in writing. You can also do this by telling your insurance adviser in writing. Where more than one named insured is stated on the Schedule, the cancellation notice must be signed by all named insureds.

We may cancel the policy by giving 30 days written notice of cancellation by registered mail to you at your last known address. You may be entitled to a refund for the proportion of premium that relates to the remaining period of insurance.

YOUR PRIVACY & STATEMENT OF PURPOSE FOR COLLECTION OF PERSONAL DATA

- (i) All the personal information collected or held by us, howsoever obtained may be used by us or disclosed to any individual or organization within or outside Hong Kong for the following purposes: (1) to assess and service the application form and policy, (2) to process any direct debit authorization or credit card payment, (3) to provide marketing material to you for us or our associated companies , and (4) to conduct insurance claims or analysis.
- (ii) You or the insured person shall have the right of access to and to request correction of, any personal information concerning yourself or themselves, held by us. A request for such access and correction may be made to our Personal Data Privacy Officer at Zurich Insurance Company Limited, 24-27, One Island East, 18 Westlands Road, Island East, Hong Kong

APPLICABLE LAW

The Policy is subject to the exclusive jurisdiction of Hong Kong courts (unless otherwise provided in Section Three) and is to be construed according to the laws of Hong Kong.

WHO TO CONTACT

For inquiries about this insurance product and Policy, please contact your insurance adviser or Zurich Hong Kong. You can contact Zurich Hong Kong in any of the following ways;

- * in person at our Hong Kong offices
- * by telephone
- * by facsimile
- * by emailing or writing to us
- * through our website



HONG KONG HELMSMAN BLUE PLEASURE CRAFT INSURANCE APPLICATION FORM

Please read the following information before you complete this Application Form. The insurance we provide you will be tailored to your needs as outlined by the information you supply to us in the Application Form. If there is insufficient space to answer any of the questions (such as question 4 where applicable) on this Application Form, please provide information separately and attach to this form. Before the commencement of cover, you should obtain a copy of the Hong Kong Helmsman Blue Pleasure Craft insurance policy wording which explains and details the terms, conditions and exclusions relating to the Policy. These documents are important and should be read carefully.

THE APPLICANT

Where the registered owner of the Vessel is a corporation, this Application Form must be completed in the name of the corporation.

1 Name/s
 (1).....
 (2).....
 (a) Address

.....
 (b) Contact numbers: ph: fax:

 mob: email:

(c) Occupation:

 Position held:

(d) Name of Agent / broker / representative of Applicant:

.....
 Contact numbers: ph: fax:

 mob: email:

2 Is the Vessel owned by a corporation ? **Yes / No (circle) if Yes,**
 (a) does the corporation own other vessels ? **Yes / No (circle) if Yes,**
 (b) are they insured with Zurich Insurance ? **Yes / No (circle) if Yes,**
 (c) please advise policy # ?

3 Boating qualifications or certificates of the Applicant/s (as applicable) ?
 (a)

 (b) Yacht Club / Boating Association membership

 Length of membership
 ?.....
 (c) What is the boating experience (including types of boats) of the Applicant/s ?

.....
.....
(d) Applicant/s Boat or Yacht Licence #:..... Expiry date:
.....

4 Do you intend to engage a professional master and/or crew? **Yes / No** (*circle*)
If yes, please provide further information regarding the master and/or each crew including (age, years at sea, experience & qualifications).

5 Name/s of any other person who has an interest in the Vessel (i.e. legal owner, bank or financier):
.....
(a) Amount owing on finance or under mortgage : HKD
.....

6 Have you or any other person who has an interest in the Vessel:
(a) Ever had any application for insurance, request to renew insurance or claim declined or cancelled? **Yes / No** (*circle*)
(b) During the last 5 years made any claim/s or been involved in any accident (either as owner or person in control of the Vessel) of the type which would be covered by this insurance? **Yes / No** (*circle*)
(c) Been charged or convicted of any criminal offence during the last 5 years? **Yes / No** (*circle*)

7 Are there any other relevant facts which may affect our decision to accept this risk ?
.....
.....
.....

THE VESSEL

8 Vessel's name
.....
Certificate of ownership # Live-aboard ? **Yes / No** (*circle*)

9 Hull
(a) Type(b) Make(c) Model
.....
(d) Type of construction(e) Year of build(f) Length meters / feet
.....
(g) Maximum speed in knots (h) Professional construction? **Yes/ No** (*circle*)
(i) Name of builder (j) Has the Vessel been altered / modified since it was built ? **Yes / No** (*circle*) (*If Yes, please provide details*).....

10 Motor/s
(a) Number of motors (b) Make(c) HP
.....
(d) Model (e) Serial # (f) Year built
.....
(g) Fuel (*tick relevant box below*) :
Petrol dies s turbo rged naturally pirated
(h) Motor type (*tick relevant box below*)

shaft outboard stern ve jet other (If other, please provide details)

(i) If inboard petrol motor, was it purpose built and professionally installed? **Yes / No** (circle)

(j) Have any of the motors been reconditioned? **Yes / No** (circle) (If Yes, please provide details)

11 Is an electric bilge blower / pump installed? **Yes / No** (circle)

12 Is an approved fire suppression system fitted? **Yes / No** (circle)

13 Masts / Spars / Rigging (yachts only)

(a) Rig details (tick relevant box); s p tch gaff hooner

(b) Mast construction (tick relevant box); alum um mber arbon

(c) Masthead or fractional rig?

(d) Running backstays? **Yes / No** (circle)

(e) Spreader details (tick relevant box): i he swe back

(f) How many spreaders are there?

(g) Rigging details (tick relevant box): staines ire rod galva ed wire
 other (If other, please provide details)

(h) Age of rig? (i) Date last inspected?
 ?.....

(j) By whom last inspected? (attach copy of report please).

14 Sails

(a) Number of sails? Sail material?

15 Tender / dinghy

(a) Make, construction & age?

(b) Outboard, make, HP & age?

16 Speedboat / Runabout (if applicable)

(a) Make, construction & age?

(b) Outboard, make, HP & age?

PROPOSED INSURED VALUE OF THE VESSEL

Question	Item	Specified Value (HKD)
9	Hull	
10, 11	Motor/s	
13	Masts / Spars / Rigging	
14	Sails	
n/a	Equipment & accessories	
15	Tender & outboard	
16	Speedboat / Runabout (if applic).	

[special	Personal possessions*	
section	Contents*	
below]	Sporting equipment*	
35	Trailer*	
	Total agreed Value in HKD	

Note: Separate values are required for each component of the Vessel. Items marked above with an* are optional. Where no Specified Value or Agreed Value is noted, the insured value will be the current market value of the item, subject otherwise to the limits expressed in the Policy.

GENERAL INFORMATION REGARDING THE VESSEL

17 What is the Vessel’s intended geographical operating area ?

18 Has the Vessel been surveyed or valued within the last 2 years ? **Yes / No (circle)** (If yes, please attach a copy of the survey report and/or valuation).

19 When did you purchase the Vessel ?What was the purchase price in HKD

20 Has the Vessel been insured for the last 12 months ? **Yes / No (circle)** If yes, when does the current insurance policy expire ?

21 Has the Vessel been advertised for sale over the last 12 months ? **Yes / No (circle)** If yes, at what price in HKD ?

22 How frequently is the Vessel slipped for inspection ?

23 Location of mooring / storage ?

(a) Description of mooring / storage (*tick relevant box below*)
 marina bert swi fore aft priva jetty pontoon dry stack
 Typhoon shelte other (If other, please provide details).....

(b) If a swing mooring, private jetty or pontoon, how often is it inspected and by whom?

(c) Does the Vessel use any other moorings ? **Yes / No (circle)**
 If yes, please provide description of the type of mooring, its location and how frequently it is used ?

24 Describe the security arrangements on board the Vessel and at the place it is kept

.....
.....

- 25 Is the Vessel fitted with any gas appliances ? **Yes / No** (*circle*) If yes,
(a) Describe them
.....
(b) Is the system appropriately certified ? **Yes / No** (*circle*)
- 26 Is the Vessel equipped with a gas leakage detector ? **Yes / No** (*circle*)
- 27 Type of fire extinguisher/s on board ? (*tick relevant box below*)
automatic man r ie
- 28 Is the Vessel used as a permanent or long term residence / live aboard ? **Yes / No** (*circle*)
- 29 Attach a current photo of the Vessel please.

CONTENTS, PERSONAL POSSESSIONS & SPORTING EQUIPMENT

Please list all items of Contents, Personal Possessions and Sporting Equipment for which you require cover.

Contents can include an item on board the Vessel that is a removable household item, such as a refrigerator, microwave oven, television, sound system, personal computer, Manchester, glassware, crockery or cutlery, alcohol or wine. It cannot include any item that is being used for the purpose of a business, trade or profession. You must specifically list any item of furniture, any curios, works of art, clocks, collections, trinkets or antiques.

Personal Possessions are personal items that belong to you, your immediate family, the skipper or crew of the Vessel or a passenger on board the Vessel. Personal Possessions can include items of clothing footwear, wallets or purses. Personal Possessions cannot include spectacles and eye glassware, portable music devices, photographic equipment, the contents of a wallet or purse or any item that is being used for the purposes of a business, trade or profession.

Sporting equipment can include water ski equipment (including water skis, toboggans and inflatable devices), fishing equipment (including rods, reels, tackle boxes and tackle), canoes, kayaks, surf skis and diving equipment (including tanks, regulators, buoyancy devices and wet/dry suits). Sporting equipment must be owned by you and used for recreational purposes on or from the Vessel.

Note that where an Agreed Value is listed below, we will pay the cost of replacing or repairing the item, minus the Excess (if/as applicable) and provided that the cost of repair or replacement does not exceed the Agreed Value. Where no Agreed Value is listed, there are limits on how much we will pay. For full terms and conditions, see Section Two of the Policy.

Contents:

Item	Make / model	Age / year of purchase	Agreed Value
			HKD

Personal Possessions:

Item	Make / model	Age / year of purchase	Agreed Value
			HKD

Sporting Equipment:

Item	Make / model	Age / year of purchase	Agreed Value
			HKD

30 Describe the security measures in place to protect items of contents, personal possessions and sporting equipment listed above.

.....

LEGAL LIABILITY

31 The Policy provides HKD 1 million automatic (Statutory compulsory cover). What limit of liability cover do you otherwise require ? (*tick relevant box below*)

Statutory limit HKD 2M HKD 5 HKD M Up to total agreed value

EXTENSIONS

32 Yacht racing Risk Extension – do you require cover for yacht racing (in addition to Social Racing) ? **Yes**

/ **No** (*circle*) If Yes, please state

(a) Maximum race length

.....

(b) Named sailboat races greater than 200nm

.....

.....

33 Water Skier Risk Extension – do you require cover for the activity of water skiing or aquaplaning ? **Yes**

/ **No** (*circle*), If yes, what will be used as the tow for the water skiing or aquaplaning activities?

The Vessel its trailer speedboat all 3

34 Lay Up Cover Extension (trailerable craft only) – do you require lay up cover ? **Yes / No** (*circle*) If Yes,

(a) Location of lay up

(b) Months of lay up

35 Trailer & Transit Risk Extension – do you require cover for trailer and transit risks (trailerable craft only)?

Yes / No (circle) If Yes,

(a) Make of trailer(b) Age of trailer.....

(c) Registration #..... (d) Number of axles

.....
(e) Where are the Vessel and trailer stored ?

.....
(f) How is the trailer secured to prevent theft ?

36 Berth Owner Risk Extension – if you own a private jetty or pontoon that is used to berth the Vessel or

its tender, do you require cover for that berth ? Yes / No (circle) If Yes,

(a) Location of Berth

.....
(b) Type of Berth

.....
(c) Construction of Berth

.....
(d) How often is it professionally inspected ?

.....
(e) Agreed Value of berth, jetty, pontoon in HKD

.....
(f) Type of lifting device

.....
(g) Agreed Value of lifting device in

HKD.....

37 Machinery Breakdown Risk Extension – do you require cover for repair or replacement of the Vessel’s motor, machinery or refrigeration equipment in the event of a breakdown or stoppage ? ? Yes / No (circle)

(Note. This extension is only available for motors listed above at Question 10 and which are less than 10 years old and where a full survey history in accordance with the manufacturer’s instructions has been recorded.)

DECLARATION BY APPLICANT/S

I / We hereby declare that to the best of our knowledge and belief

* The information provided herein is true and correct in every respect and I / we have not withheld any material information which would influence the decision of Zurich Insurance Company Ltd in accepting my/our Application for the Hong Kong Helmsman Blue pleasure craft insurance.

* The values proposed for insurance represent the current market value.

* I / We agree that this Application will form the basis of the contract of insurance, should the Application be accepted.

* I / We authorize Zurich Insurance Company Ltd to collect or disclose any personal information relating to this insurance as may be required by law.

Signature(s) Date