

Product Disclosure Sheet - Marine Hull - Yacht / Pleasure Craft

Please read this Product Disclosure Sheet before you decide to take out the **Marine Hull - Yacht / Pleasure Craft** Insurance Policy. Be sure to also read the general terms and conditions.

CHUBB®

1. What is this product?

This insurance covers your Pleasure Craft/ Yacht whilst being used for private pleasure purposes within the navigational limit as specified in the schedule. The cover includes hull, machinery, boat(s), gear and equipment, such as would normally be sold with her if she changed hands.

2. What are the covers / benefits provided?

Based on the Institute Yacht Clauses 1/11/85,

Section 1- Your pleasure craft

We cover loss or damage to the vessel cause by:

- Perils of the sea, river, lake or other navigable waters;
- Fire;
- Jettison;
- Piracy;
- Contact with dock or harbor equipment or installation, land conveyance, aircraft or similar objects or objects falling there from;
- Earthquake volcanic eruption or lightning.

And, provided such loss or damage has not resulted from want of due diligence by the Assured Owners or Managers, this insurance covers Loss of or damage to the subject matter insured caused by:

- Accidents of loading, discharging or moving stores, gear, equipment, machinery or fuel;
- Explosion;
- Malicious acts;
- Theft of the entire Vessel or her boat(s), or 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 attachments, or, following upon forcible entry into the Vessel or place of storage or repair, theft of machinery including outboard motor(s), gear or equipment.
- Loss of or damage to the subject-matter insured, excepting motor and connections (but not strut shaft or propeller) electrical equipment and batteries and connections, caused by:
 - latent defects in hull or machinery, breakage of shafts or bursting of boilers (excluding the cost and expense of replacing or repairing the defective part broken shaft or burst boiler);
 - the negligence of any person whatsoever, but excluding the cost of making good any defect resulting from either negligence or breach of contract in respect of any repair or alteration work carried out for the account of the Assured and/or the Owners or in respect of the maintenance of the vessel.
- This insurance covers the expense of sighting the bottom after a stranding, if reasonably incurred specially for that purpose, even if no damage be found.

Section 2 - Legal liability to third party

The Underwriters agree to indemnify the Assured for any sum or sums which, the assured shall become legally liable to pay and shall pay, by reason of interest in the insured Vessel and arising out of accidents occurring during the currency of this insurance, in respect of:

- Loss of or damage to any other vessel or property whatsoever;
- Loss of life, personal injury or illness, including payments made for life salvage, caused on or near the Vessels or any other vessel;
- Any attempted or actual raising, removal or destruction of the wreck of the insured Vessel or the cargo thereof or any neglect or failure to raise, remove or destroy the same.

The Underwriters will also pay, provided their prior written consent has been obtained,

- The legal costs incurred by the Assured or which the Assured may be compelled to pay in contesting liability or taking proceeding to limit liability;
- The cost for representation at any coroner's inquest or fatal accident enquiry.

Note: The descriptions on the available coverages are only a brief summary for quick and easy reference. Please refer to the policy contract for the full details of covers/benefits under this Policy.

3. How much premium do I have to pay?

The premium you have to pay may vary depending on sum insured, cover required, type, make, age, tonnage, trading area of the vessel and our underwriting requirements.

4. What do I have to pay in addition to the Premium?

- Stamp duty - RM10
- Tax (where applicable) - 6% on the premium (included in the premium)
- Commission (included in the premium) paid to the Insurance Intermediary (if any) - maximum up to 15% of premium.

5. What are some of the key terms and conditions that I should be aware of?

- Importance of disclosure

Your duties to us for Consumer Insurance Policy

If this Policy is a Consumer Insurance Policy, before this Policy is entered into, varied or renewed, You must take reasonable care:

- (a) not to make a misrepresentation to Us when answering any questions We ask;
- (b) to disclose to Us any matter, other than what We have asked in (a) above, that You know to be relevant to Our decision on whether to accept the risk or not and the rates and terms to be applied.

Your duties to us for non-Consumer Insurance Policy

If this Policy is not a Consumer Insurance Policy, before this Policy is entered into, varied or renewed, You have a duty to disclose to Us any matter that:

- (a) You know to be relevant to Our decision on whether to accept the risk or not and the rates and terms to be applied; or
- (b) a reasonable person in the circumstances could be expected to know to be relevant.

“Consumer Insurance Policy” means a contract of insurance entered into, varied or renewed by an individual wholly for his/her own purposes unrelated to the individual's trade, business or profession.

A non-Consumer Insurance Policy is a policy other than a Consumer Insurance Policy.

Your duties of disclosure shall continue until the time the contract is entered in, varied and renewed.

- You must check the coverage provided whether it is adequate for your protection and ensure all the warranties are complied with;
- You must ensure that the sum insured adequately represents the current market value of the vessel after taking into the consideration the age, condition and wear and tear;
- Should the vessel be sold or transferred to new ownership, unless the Underwriters agree in writing to continue the insurance, the insurance is automatically terminated from the time of such sale, transfer or change;
- The deductible/excess is the amount you have to bear before we pay a claim.

The above is a summary of certain key terms and conditions of the Policy and is non-exhaustive. Please read the Policy for the full terms and conditions of the insurance.

6. What are the major exclusions under this policy?

This policy does not cover:

- War Risks, Strikes Risks & Malicious Acts (This can be extended subject to the Institute War and Strikes Clauses (Hulls - Time) with an additional premium)
- Nuclear Exclusion
- Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapon

This list is non-exhaustive and not for all the sections. Please refer to the sample policy contract for the full list of exclusions.

7. Can I cancel my policy?

You may cancel your policy, subject to us agreeing to such cancellation, by giving written notice to us. Upon cancellation, you are entitled to a refund of the premium based on pro-rata net for each uncommenced month. No refund premium is allowed if there is a claim under the policy.

8. What do I need to do if there are changes to my contact / personal details?

It is important that you inform your insurance intermediary or us of any change in your contact details to ensure that all correspondences reach you in a timely manner.

9. Where can I get further information?

Should you require additional information about our Marine Hull - Yacht / Pleasure Craft Insurance, you can contact your insurance intermediary, or contact us at our branches nationwide or at:

Chubb Insurance Malaysia Berhad
 Registration Number: 197001000564 (9827-A)
 Wisma Chubb
 38 Jalan Sultan Ismail
 50250 Kuala Lumpur
 O +6 03 2058 3000
 F +6 03 2058 3333
 E Inquiries.MY@chubb.com
 W www.chubb.com/my

10. Other types of similar insurance cover available

Marine Hull - Hull & Machinery Insurance

IMPORTANT NOTE:

YOU MUST ENSURE THAT YOUR PROPERTY IS INSURED AT THE APPROPRIATE AMOUNT. YOU SHOULD SATISFY YOURSELF THAT THIS INSURANCE POLICY WILL BEST SERVE YOUR NEEDS AND THAT THE PREMIUM PAYABLE UNDER THIS POLICY IS AN AMOUNT YOU CAN AFFORD. YOU SHOULD READ AND UNDERSTAND THE INSURANCE POLICY AND DISCUSS WITH THE INSURANCE INTERMEDIARY OR CONTACT CHUBB INSURANCE MALAYSIA BERHAD DIRECTLY FOR MORE INFORMATION.

This product disclosure sheet is prepared in both English and Bahasa Malaysia versions. In the event of any inconsistencies between the English and Bahasa Malaysia versions, the English version shall prevail.

Please be reminded that:

- you have a duty to take reasonable care to provide us or our intermediary with all relevant information in order for us to provide you with the most suitable financial products and by withholding any information which we or our intermediary request for, or providing inaccurate information, we may not be able to recommend you a suitable financial product to cater to your needs;
- you should read and understand the contract terms and discuss further with us or our intermediary if there are any terms that you do not understand, before accepting the policy contract.

By accepting the policy contract, you would acknowledge that our intermediary or Chubb personnel had explained to you clearly on the policy contract coverage and key contract terms, and that the policy contract offered is suitable for your insurance needs.

The information provided in this disclosure sheet is valid as at 15/08/2020.

The information provided in this disclosure sheet is a brief summary for quick and easy reference. The exact terms and conditions that apply are stated in the policy contract.

Chubb Insurance Malaysia Berhad is licensed under the Financial Services Act 2013 and regulated by Bank Negara Malaysia.