

Helvetia Marine Services.

General Conditions (2021)

1. Underwriters' Agreement

Underwriters agree to provide the Assured with the Insurance as described in this Certificate of Insurance for the period stated in the schedule and for any subsequent period where renewal may be agreed, and in return the Assured agree to pay Underwriters the Premium by the dates advised to them.

The Insurance provided is subject to these General Conditions. These General Conditions are to be read in conjunction with the Certificate of Insurance, and in the event of any conflict between these documents, the Certificate of Insurance will prevail

2. Duty of Disclosure

Before the Assured enters into a contract of insurance with Underwriters, the Assured must make a fair presentation of the risk pursuant to the Insurance Act 2015. The Assured has a duty to disclose every material circumstance that they know or ought to know which is relevant to Underwriters' decision to accept the risk. Failing that, the disclosure by the Assured must give the Underwriters sufficient information that a prudent insurer would need to make further enquiries for the purpose of revealing those material circumstances.

The Assured has the same duty of disclosure before they renew, vary, extend or reinstate a contract of insurance.

The Assured's duty does not require them to disclose a matter that:

- Diminishes the risk accepted by Underwriters.
- Underwriters know, presumed to know or ought to know it.
- Is something the Underwriters waives the information.

If the Assured breaches the duty of fair presentation, the Underwriters remedies shall be as follows:

- If the breach is considered deliberate or reckless, then the Underwriters may terminate the Insurance and retain the premium.
- If the breach is considered innocent, the Underwriters remedy may depend on what they would have done if the Assured had complied with their duty of fair presentation.
 - If the Underwriter would not have accepted the risk, then the Underwriters may terminate the Insurance, refuse all claim and will return the premium.
 - If the Underwriter would have accepted the risk, but on different terms (other than terms relating to premium), then the Insurance will be treated as if it had been covered on those terms different terms.
 - If the Underwriters would have charged a higher premium, the Underwriters may reduce proportionally the amount to be paid on a claim. Proportionally means the Underwriters pay only X% of what it would otherwise have to pay, where $X = (\text{premium actually charged} / \text{higher premium}) \times 100$.

3. Variation of Risk

Any material change in the circumstances or nature of the risk covered by this Insurance must be notified to Underwriters immediately.

If the Assured breaches their duty of fair presentation, their remedies shall be as follows:

- If the breach is considered deliberate or reckless, then the Underwriters may terminate the Insurance from the date of the alteration of the risk and retain the premium.
- If the breach is considered innocent, the Underwriters remedy may depend on what they would have done if the Assured had complied with their duty of fair presentation.
 - If the Underwriter would not have accepted the variation, then the Underwriters may treat the Insurance as if the variation was never made, and the Underwriter will return any extra premium paid.
 - If the Underwriter would have accepted the variation, but on different terms (other than terms relating to premium), then the variation is to be treated as if it had been covered on those terms different terms.
 - If the Underwriters would have charged a higher premium, the Underwriters may reduce proportionally the amount to be paid on a claim arising out of events after the variation. Proportionally means the Underwriters pay only Y% of what it would otherwise have to pay, where $Y = (\text{premium actually charged} / \text{premium the Underwriter would have charged}) \times 100$.
 - If the Underwriters would have charged a lower premium, the Underwriters may reduce proportionally the amount to be paid on a claim arising out of events after the variation. Proportionally means the Underwriters pay only Y% of what it would otherwise have to pay, where $Y = (\text{premium actually charged} / \text{reduced total premium}) \times 100$.
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4. Premium

Premium payment due to the Underwriters in respect of the Insurance must be paid in full and without any deductions on such terms as agreed.

In the event that the Assured fails to pay premium due, or any instalment thereof, then the Underwriters may cancel the Insurance from the date the premium was due. No claims will be paid by the Underwriters that are incurred after the due date.

5. War and Strikes Rates Variation

If Underwriters amend the War and Strikes rates then Underwriters will give seven (7) days' notice of the amendment.

The amended rate shall apply from the end of the period of notice which begins at midnight of the day that the notice is issued by Underwriters. It will not apply to insured voyages where the cover under this Certificate of Insurance has attached before the amended rate applies.

Underwriters' rights to cancel cover for War and Strikes are not prejudiced by the prepayment of War and Strikes Premium

6. Cancellation Clause

The Underwriters may, and without reason, cancel the Insurance by giving fourteen (14) days' notice in writing. Underwriters shall retain the pro rata Premium or actual earned Premium whichever is the greater.

In the event of cancellation under this clause the Underwriters shall not be liable for any claims whatsoever from when the Insurance is cancelled or such date that is provided in writing by the Underwriters

7. Claims Notification and Handling

Underwriters shall not be liable to pay any claim under this Certificate of Insurance unless the Assured adheres to the following:

- In the event of any occurrence or event likely to give rise to a claim under this Insurance, the Assured must inform the Underwriters as soon as possible after the event. Full particulars must be given in writing.
- The Underwriter may direct the Assured to take steps in relation to the conduct of the claim, and the Assured must comply promptly with these instructions and give full co-operation. In the event the Assured fails to comply, the Underwriters shall have the right to limit the amount payable under this Insurance to a figure in their sole discretion they believe would have been recoverable.
- The Assured must submit promptly all supporting documentation and correspondence regarding the event, including survey reports, loss adjustments, photographs, invoices, statements and any other documents relating to the covered matter.
- The Assured, or anyone acting on behalf of the Assured, must not make any admission of liability, responsibility or promise of payment without written consent of the Underwriters.
- No claims will be paid under this Insurance unless notification is given to the Underwriters within 12 months of the event.
- The Assured must take all necessary and reasonable steps to avert or minimise any loss, damages, costs and/or expenses in any event of an occurrence which is likely to give rise to a claim under this Insurance.

Fraudulent Claims

If any claim is fraudulent or false or intentionally exaggerated (whether ultimately material or not) in any respect, Underwriters may refuse to pay the whole or part of the claim, or recover any sums paid in respect of the claim, to the extent permitted by law, and also may be entitled to void or cancel the Insurance.

8. Notices

Any notice or communications by the Assured to the Underwriters shall be in writing, and either sent by email or to the address as follows:

Helvetia Marine Services

Level 30,
The Leadenhall Building,
122 Leadenhall Street,
London
EC3A 4AB

9. Acquired Companies Clause

The Assured named in the schedule includes any company, subsidiary company or firm, formed, purchased or otherwise acquired by the Assured during the Period of Insurance, provided that the Assured:

Advises the Underwriters of their interest in the company or firm within thirty (30) days from the date of signing the purchase contract or date of formation.

Hold a controlling interest in the company or firm.

10. Authorisation

The Assured agree that Underwriters may give to and obtain from any other insurers, insurance reference bureaus and Credit Reporting Agencies:

- Insurance claims information; and
- Information relating to the Assured's Credit or insurance history.

11. Co-Assured and/or Third Party Interests Clause

The interests of any Co-Assured and/or Third party (e.g. financier or lessor) are only protected under this Insurance where the Assured have informed Underwriters and Co-Assured and/or Third party are noted in the Schedule.

12. Non Contribution Clause

This Insurance does not cover any loss or damage which at the time of happening of such loss or damage is insured by or would but for the existence of this Insurance, be insured by any other existing insurance policy or policies, except in respect of any excess beyond the amount which would have been payable under such other insurance policy or policies had this insurance not been effected.

13. Subrogation Clause

When Underwriters settle a claim, they may pursue recovery rights against a carrier or third party who caused the loss or damage. The Assured agree that:

- Underwriters may act in the Assured's name in such recovery action; and
- The Assured will give Underwriters reasonable assistance with such actions.

14. Waiver Clause

Measures taken by the Assured or Underwriters with the object of saving, protecting or recovering the Vessel(s) shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

15. Waiver of Rights Clause

Where another person(s) is liable to compensate the Assured for any loss or damage covered by this Insurance, but the Assured have previously agreed not to seek recovery from that person(s), then Underwriters will reduce their liability under the insurance contract, unless the waiver of rights is in the normal course of the business or as may otherwise have been previously agreed.

16. Law and Jurisdiction

Unless some other law is agreed in writing, this Insurance is subject to English Law, and to the exclusive jurisdiction of the English courts.

Unless otherwise stated in the Certificate of Insurance, all the terms, conditions, warranties and other matters contained within the Insurance Act 2015 apply to this Policy, or if applicable the Marine Insurance Act 1906.

General Exclusions

1. Contracts (Rights of Third Parties) Act 1999 exclusion clause:

No benefit of this Insurance is intended to be conferred or enforced by any party other than the Assured, save as may be expressly provided herein to the contrary.

This Insurance may by agreement between the Assured and the Underwriters be rescinded or varied without the consent of any third party.

2. Electronic Data Recognitions:

Excluding any claim of whatsoever nature which arises directly or indirectly from or consists of the failure or inability of any

- 2.1 Electronic circuit, microchip, integrated circuit, microprocessor, embedded systems, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
- 2.2 Media or systems used in connection with any of the foregoing whether the property of the Assured or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date including without limitation, the failure or inability to recognise capture save retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process and date, data information, command, logic or instruction as a result of
 - a) recognising using or adopting any date, day of the week or period of time otherwise than as, or other than, the true or correct date, day of the week or period of time
 - b) the operation of any command or logic which has been programmed or incorporated into anything referred to in 1. and 2. above.

3. Marine Cyber Exclusion

1. Subject only to paragraph 3 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.
2. Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.
3. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

4. Sanctions limitation and Exclusion Clause:

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment

of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Switzerland, United Kingdom or United States of America.

Definitions

In this Certificate of Insurance certain words have the following meanings:

Assured – means the company(ies) named in the Certificate of Insurance schedule, whose liability and property are covered by this insurance. Co-Assured shall be construed accordingly.

Certificate of Insurance – means the contract of insurance, the schedule, risk, conditions and any endorsement.

Insurance – means the insurance or reinsurance provided by the Underwriters, which is stated in the Certificate of Insurance.

Period of Insurance – As stated in the Certificate of Insurance schedule. Cover will not attach prior to the beginning of the period stated and will cease at the end of period.

Underwriters – means Helvetia Marine Services Limited as London Managing General Agents of Helvetia Assurances SA. HMS is a trading name of Helvetia Marine Services Limited which is an appointed representative of Davies MGA Services Limited, a company authorised and regulated by the Financial Conduct Authority under firm reference number 597301 to carry on insurance distribution activities. Helvetia Marine Services Limited is registered in England and Wales company number 11696133. Registered office at Level 30, The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AB.

Vessel – means the Hull, Materials, Machinery, Outfit, and everything connected therewith, nothing excluded.

Data Protection Short Form Information Notice

Your personal information notice

Who we are

We are the underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Other people's details you provide to us

Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

Want more details?

For more information about how we use your personal information, including the right to access your information, please see our full privacy notice, which is available on request.