

May, 1947

YACHT MEDICAL PAYMENTS INSURANCE

Attached to and made part of Policy N°.....

THIS INSURANCE is issued to.....

as owner of the Yacht.....for the period

from.....

beginning and ending with noon.....

In consideration of a premium of.....dollars,

This Company agrees to pay to or for each person who sustains bodily injury caused by accident occurring during the insurance period, while in or upon, boarding or leaving the Yacht named above, the reasonable expense of necessary medical, surgical, ambulance, hospital and professional nursing services, and, in the event of death resulting from such injury, the reasonable funeral expense, all incurred within one (1) year from the date of accident, subject to the following conditions:

1. **Limit of Liability.** Notwithstanding the foregoing, this Company shall not be liable under this insurance for more than.....\$,in respect to any person in any one accident, nor for more than \$..... in any one accident involving more than one person.

2. **Exclusions.** The coverage afforded by this insurance shall not apply :

(1) To bodily injury to or death of any person :

(a) To or for whom benefits are payable under any Workmen’s Compensation or under the Federal Longshoremen's and Harbor Workers' Compensation Act.

(b) Who, in being in or upon or in boarding or leaving the insured Yacht, is a trespasser.

(c) Who is an employee of the Assured.

(2) To liability assumed by the Assured under any contract or agreement.

(3) While the above named Yacht is being used for other than private pleasure purposes.

(4) To bodily injury to or death of the Assured or registered owner of the above named Yacht.

3. **Medical and Other Reports.** The injured person, or someone on his behalf, shall, as soon as practicable, furnish full obtainable information pertaining to the accident and injury, and execute authorisation to enable this Company to obtain medical reports and copies of records.

4. **Examination.** The injured person shall submit to physical examination by physicians selected by this Company when and as often as this Company may reasonably require.

5. **Proof and Payment of Claim.** As soon as practicable after completion of the services or after the rendering of services which in cost equal or exceed the limit of this Company's liability under this insurance or after the expiration of one year from the date of accident, whichever first transpires, the injured person, or someone on his behalf, shall give to this Company written proof of claim under oath, stating the name and address of each person and organisation which has rendered services, the nature and extent and the dates of rendition of such services, the itemized charges therefor and the amounts paid thereon. Upon the Company’s request, the injured person or someone on his behalf shall cause to be given to the Company by each such person and organization written proof of claim under oath, stating the nature and extent and dates of rendition of such services, the itemized charges therefor and the payments received thereon.

This Company shall have the right to make payment at any time to the injured person or to any such person or organization on account of the services rendered, and a payment so made shall reduce to the extent thereof the amount payable hereunder to or for such injured person on account of such injury.

No payment made under this insurance shall constitute an admission of liability of the Assured or, except under this insurance, of this Company.

6. Action Against Company, No action shall lie against this Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this insurance, or until thirty (30) days after the required proofs of claim have been filed with this Company.

7. Cancellation. This insurance may be cancelled at any time at the Assured's request; or .by this Company, by giving ten (10) days notice of such cancellation. If cancelled at the request of the Assured, this Company to retain the customary short rates for the time the insurance has been in force, but the premium minimum to be, retained shall be \$ 5.00; if cancelled by the Company, to retain or collect the pro rata earned premium for the time the insurance has been in force.

8. This insurance is not subject to any provision in the Policy for partial refund of premium for no loss, nor shall any loss paid hereunder in any way affect the provision for return of premium appearing elsewhere in this policy.

Dated.....