

## 東京海上火災保險(香港)有限公司 The Tokio Marine and Fire Insurance Co.(HK)Ltd.

27A, United Centre, 95 Queensway, Hong Kong Tel. (852) 2529-4401 Fax. (852) 2529-2509 http://www.tokiomarine.com.hk

## MARINE HULL - PLEASURE CRAFT POLICY

### **IMPORTANT NOTICE**

This Policy is an important document. You are requested to examine it carefully, with particular attention to the detailed terms, exclusions and conditions. If anything is unclear, incorrect or it is not in accordance with your intentions, please contact us or your Insurance Broker/Agent immediately.

## PERSONAL INFORMATION COLLECTION STATEMENT

The information you provided to The Tokio Marine and Fire Insurance Co. (HK) Ltd. ("the Company") is collected to enable the Company to carry on insurance business and may be used for the purpose of:

- any insurance or financial related product or service or any alterations, variations, cancellation or renewal of such product or service;
- · any claim or investigation or analysis of such claim; and
- exercising any right of subrogation

## and may be transferred to

- any related company or any other company carrying on insurance or reinsurance related business or an
  intermediary of a claim or investigation; or other service provider providing services relevant to insurance
  business for any of the above or related purposes;
- any association, federation or similar organization of insurance companies ("the Federation") that exists or is
  formed from time to time for any of the above or related purposes or to enable the Federation to carry out its
  regulatory functions or such other functions that may be assigned to the Federation from time to time and are
  reasonably required in the interest of the insurance industry or any member(s) of the Federation;
- · any members of the Federation by the Federation for any of the above or related purposes; and
- · government agencies and authorities as required or permitted by law

Moreover, the Company is hereby authorized to obtain access to and/or to verify any of your data with the information collected by the Federation from the insurance industry.

You have the right to obtain, to access to and to request correction of any personal information concerning yourself held by the Company. Requests for such access can be made in writing to our Compliance Officer, 27A United Centre, 95 Queensway, Hong Kong.

## **TOKIO MARINE DIGITAL POLICY WORDING SERVICE**

We are pleased to provide Tokio Marine Digital Policy Wording Service, which enables you to enjoy greater convenience while saving paper and protecting the earth. You can access to your Policy Wording anytime by scanning the QR code or clicking the Website. If you still wish to get a hardcopy of your Policy Wording, please contact us or your Insurance Broker/Agent.

Website: https://docs.tokiomarine.com.hk/files/policy/wording/MHL1601G.pdf



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## Please read this Policy carefully upon receipt and promptly request for any necessary amendments

We, The Tokio Marine and Fire Insurance Co. (HK) Ltd. hereby agree, in consideration of the payment to us by or on behalf of the Assured of the premium as arranged, to insure against loss damage liability or expense to the extent and in the manner herein provided.

BE IT KNOWN THAT (Name of Insured as appears in the schedule) as well in their own Name, as for and in the Name and Names of all and every other Person or Persons to whom the same doth, may, or shall appertain, in part or in all, doth make Insurance and cause themselves and them and every of them, to be insured, lost or not lost, at and from (date and/or place as appear in the schedule) upon Hull and/or machinery, etc, (as appear in the schedule) of and in the Good Ship or Vessel called the (Name of vessel as appears in the schedule) or by whatsoever other Name or Names the said Ship, is or shall be named, or called, beginning the Adventure upon the said Ship, & c., as above, and shall so continue and endure during her Abode there; and further, until the said Ship, with all her Ordnance, Tackle, Apparel, & c., shall be arrived at as above, and until she hath moored at Anchor in good Safety; and it shall be lawful for the said Ship, & c. in this Voyage to proceed and sail to and touch and stay at any Ports or Places whatsoever without Prejudice to this Insurance. The said Ship & c., for so much as concerns the Insured by Agreement between the Insured and Insurers in this Policy, are and shall be valued at the (Value as appears in the schedule).

Touching the Adventures and Perils which the insurers are contented to bear and do take upon themselves in this Voyage, they are of the Seas, Men-of-War Fire, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart and Countermart, Surprisals, Taking at Sea, Arrests, Restraints and Detainments of all Kings, Princes and People. of what Nation, Condition, or Quality soever. Barratry of the Master and Mariners, and of all other Perils, Losses and Misfortunes, that have or shall come to the Hurt, Detriment or Damage of the subject matter of this insurance: and in case of any Loss or Misfortune, it shall be lawful to the insured, their Factors, Servants and Assigns, to sue, labour, and travel for, in and about the Defence, Safeguard and Recovery of the said subject matter of insurance without Prejudice to this Insurance; to the Charges whereof the Insurers will contribute. And it is especially declared and agreed that no acts of the Insurer or Insured in recovering, saving, or preserving the property Insured, shall be considered as a waiver or acceptance of abandonment. And it is agreed by us, the Insurers, that this Writing or Policy of Insurance shall be of as much Force and Effect as the surest Writing or Policy of Insurance heretofore made in Lombard Street, or in the Royal Exchange, or elsewhere in London.

Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power, and for the purpose of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power.

Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strike arising therefrom, or piracy.

Now this Policy Witnesseth that the Company takes upon itself the burden of this insurance to the extent of (Amount of Insurance as appear in the Schedule) and promises and binds itself to the Insured their Executors. Administrators and Assigns for the true performance and fulfilment of the contract contained in this Policy in consideration of the persons or persons effecting this Policy promising to pay a premium at and after the Rate of as arranged.

## **Contracts (Rights of Third Parties)**

Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of this Policy.



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# SCHEDULE attaching to and forming part of Policy No. MHL2505810642

## THE COMPANY: The Tokio Marine and Fire Insurance Co. (HK) Ltd.

**INSURED** QIU DA DARREN POLICY CLASS MARINE HULL - PLEASURE

CRAFT

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**PERIOD OF INSURANCE** 01/11/2025 TO 31/10/2026

ADDRESS ROOM D, 23/F., TOIWER 1, DATE OF ISSUE

14/11/2025 ACCOUNT NO. BLD62054 PREMIUM DUE AS ARRANGED

MARINE HULL : 0001 MARINE HULL - PLEASURE CRAFT

CERTIFICATE OF

ENGINE NO./MAKE

OWNERSHIP NO. : 145206 VESSEL NAME : UNNAMED

88 YEUNG UK ROAD,

TSUEN WAN. N.T.

TYPE : AUXILIARY POWERED YACHT

: E10936

MATERIAL : FRP T.ENGTH : 11.99M BREADTH : 4.29M YEAR BUILT : 2021

"YANMAR" INBOARD

FUEL : DIESEL : 29.40KW POWER : 20 KNOTS MAXIMUM SPEED

: 12 SEATING CAPACITY NO. OF VESSEL : 1

CRUISING LIMITS : WITHIN 250 NAUTICAL MILES OF VICTORIA HARBOUR, HONG KONG

MOORING LOCATION : #22023, CAUSEWAY BAY TAYPHOON SHELTER

SUM INSURED ON HULL : NOT COVERED

AND MACHINERY

LIABILITIES TO THIRD : HKD5,000,000.00

PARTIES FOR ANY ONE CLAIM OR SERIES OF CLAIMS ARISING OUT

OF ONE EVENT DURING THE PERIOD OF INSURANCE

SUBJECT TO THE FOLLOWING CLAUSES, WARRANTIES, ENDORSEMENT, EXCLUSIONS AS PRINTED HEREIN AND/OR ATTACHED HERETO :-

030A INSTITUTE YACHT CLAUSES 1/11/85

SUBJECT TO INSTITUTE YACHT CLAUSES 01/11/85

(CLAUSES 11 IS APPLICABLE TO LIABILITIES TO THIRD PARTIES COVER ONLY)

001A DEDUCTIBLE

> SUBJECT TO A DEDUCTIBLE OF HKD25,000.00 FOR EACH AND EVERY LOSS UNDER CLAUSE 11.8 "LIMIT OF LIABILITY TO THIRD PARTIES"

011A SPEED WARRANTY

Policy No. : MHL2505810642 MARINE HULL - PLEASURE CRAFT 01

: 20 - PP-NC / HH / 251101133

Agent Name : NAVIGATOR INSURANCE BROKERS LIMITED (BD-E)

Jacket Code : MHL1601G



\*\* COPY \*\*

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# SCHEDULE attaching to and forming part of Policy No. MHL2505810642

IT IS HEREBY NOTED AND AGREED THAT THE SPEED WARRANTY 5.1 OF THE INSTITUTE YACHT CLAUSES IS DELETED.

#### 022A SPECIAL CONDITIONS FOR THIS SPECIFIC POLICY

- WARRANTED ASSURED OR ASSURED'S APPOINTED QUALIFIED SKIPPER IN CHARGE OF VESSEL AT ALL TIMES WHILST NAVIGATING.
- WARRANTED THE PERSON IN CHARGE OF THE VESSEL IS QUALIFIED AND HAS OVER 5 YEARS EXPERIENCE IN HANDLING CRAFT OF THIS NATURE.
- EXCLUDING PIRACY.
- EXCLUDING POLLUTION COVERAGE OF ANY KIND.
- SUBJECT TO ASSURED AND/OR SKIPPER'S LOSS CLEAN RECORD FOR LAST 5 YEARS.
- WARRANTED THAT PREMIUM IS PAID TO UNDERWRITERS WITHIN 45 DAYS OF INCEPTION OR COVER AUTOMATICALLY CANCELLED WITH EFFECT FROM INCEPTION.

#### 035A MEMORANDUM A

007A - AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY WARRANTED SAILING WITHIN HONG KONG TERRITORIAL WATERS ONLY CHANGE TO READ AS

WARRANTED SAILING WITHIN 250 NAUTICAL MILES OF VICTORIA HARBOUR, HONG KONG.

ALL OTHER REMAIN CHANGED.

Signed for and on behalf of the Company

Examined: HH Authorised Signature

PLEASE READ THIS AT ONCE -

THE INSURED ACKNOWLEDGES AND AGREES THAT, AS A RESULT OF THE INSURED PURCHASING AND TAKING UP THE POLICY ISSUED BY THE COMPANY, COMMISSION WILL BE PAID, DURING THE CONTINUANCE OF THE POLICY INCLUDING RENEWALS, BY THE COMPANY AND RECEIVED BY THE AUTHORIZED INSURANCE BROKER ARRANGING THE SAID POLICY.

THE INSURED FURTHER UNDERSTANDS THAT THE ABOVE AGREEMENT IS NECESSARY FOR THE COMPANY TO CONTINUE THE POLICY.

IF THE INSURED PAYS THE PREMIUM, THE INSURED IS DEEMED TO HAVE GIVEN PERMISSION TO THE COMPANY TO PAY THE COMMISSION TO THE AUTHORIZED INSURANCE BROKER IN RELATION TO THE POLICY ISSUED BY THE COMPANY.

請 閣下立刻閱讀下文:

受保人確知及同意, 本公司會就受保人購買及接受保險公司簽發的保單,於保單有效期內(包括續保期),向負責安排有關保單的獲授權保險經紀支付佣金。

受保人亦明白 本公司必須取得受保人以上的同意,方可以維持保單的有效性。

受保人繳付保費, 即視作允許本公司就所簽發的保單支付佣金予有關的獲授權保險經紀。

Policy No. : MHL2505810642 MARINE HULL - PLEASURE CRAFT 01

User Name : 20 - PP-NC / HH / 251101133

Agent Name : NAVIGATOR INSURANCE BROKERS LIMITED (BD-E)

Jacket Code : MHL1601G