

**SPECIAL CONDITIONS FOR BAREBOAT CHARTERVESSELS
HULL and MACHINERY & PROTECTION and INDEMNITY**

(These special conditions shall override any other conditions contained in the policy
which may be in conflict with them)

1. **WARRANTED** that the Charterer:
 - (a) will solely use the vessel for private pleasure purposes only
 - (b) will not enter the vessel in any race
 - (c) will not sub-charter the vessel or assign the Charter Agreement
2. This insurance **DOES NOT COVER** wrongful conversion, or infidelity, of the charterer(s)
3. Prior to the Named Insured agreeing to charter a vessel to a prospective charterer, it is **WARRANTED** that the Named Insured will ensure that all operators comply with the Competency of Operators of Pleasure Craft Regulations where applicable. If these requirements do not apply it is further **WARRANTED** that the Named Insured will make suitable inquiries to ensure and be fully satisfied that the prospective operator(s) have sufficient experience and are fully qualified to command, operate and navigate the proposed vessel in a proficient, skilled and seamanlike manner. It is also **WARRANTED** that the Named Insured will advise all members of the charter party that only approved operators can operate the chartered vessel.
4. It is **WARRANTED** that the Named Insured or a qualified employee of the Named Insured will check and inspect the hull and machinery of the vessel at the completion of each charter.
5. **WARRANTED** that an Underwriter approved waiver be signed by all passengers, operators and members of the charter party prior to the charter commencing. If a passenger, operator or member of the charter party is under age eighteen (18) their legal guardian or parent must provide consent and sign the waiver on their behalf.

**ADDITIONAL SPECIAL CONDITIONS APPLICABLE
TO PERSONAL WATERCRAFT ONLY**

6. **WARRANTED** that all operators hold a valid driver's license, details of which are to be noted by the Named Insured PRIOR to each charter.
7. Theft is **NOT COVERED** under this policy unless in the following instances:
 - 1) Theft as a result of forcible entry to a locked enclosed building in which the insured personal watercraft is kept; OR
 - 2) Theft as a result of forcible removal of a chain which locked the insured personal watercraft to an immovable object (a trailer whilst detached from the towing vehicle is **not** considered an immovable object unless the trailer is outfitted with an activated and Underwriter approved anti-theft device or alarm system); OR
 - 3) The insured personal watercraft is equipped with an activated and Underwriter approved anti-theft device or alarm system.

Theft by the charterer or any member of the charter party is **ABSOLUTELY EXCLUDED**.

Except as otherwise provided in this endorsement, all limits, terms, provisions, conditions, definitions and exclusions of the policy to which this endorsement is attached shall have full force and effect.