

Features and Benefits of Helmsman



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Most hull policies are not tailor-made specifically for charter boat or small tourist boat operations. Usually, they are based upon the standard Institute Yacht Clauses, which are designed for pleasure craft, but are amended to accommodate commercial risks.

If a vessel is insured under "Institute Yacht Clauses" you should be aware that;

- Cover for loss or damage is restricted to named perils only such as:
Perils of the seas, rivers, lakes or other navigable water; fire; jettison; piracy; contact with dock or harbour equipment or installation, land conveyance, or aircraft; earthquake volcanic eruption or lightning.
- Loss or damage claims are not covered in respect of:
Motor or connections; electrical equipment or batteries where loss or damage has been caused by heavy weather unless the vessel has been immersed in water; outboard motors dropping off; sail damage split by the wind; personal effects; fishing/diving gear.
- Unless the policy is specifically extended, there is no cover for:
The vessel whilst in transit Pollution
Trailer Statutory Liability
Personal Effects Employer's Legal Liability

Vero Marine has a "plain English" hull policy called HELMSMAN, specifically designed for commercial, skippered charter boats, small tourist vessels and similar types of operation. It is not to be used for bareboat charter operations.

Helmsman covers the following:

Hull

- The vessel, including equipment used in its operation, against the risk of sudden and unforeseen accidental direct physical loss or damage, or physical damage that is caused directly by any latent defect in the vessel, whilst afloat, on shore or whilst being transported on a land conveyance.
- Expenses reasonably incurred in preventing or attempting to prevent loss or damage. Limited to 25% of the sum insured under this Hull section.
- Fire Extinguishment and Safety Flare Replacement Costs up to NZD 1,000.
- War risks (not applicable whilst the vessel is on land).

Gear & Equipment [Optional]

- Against the risk of accidental physical loss or damage whilst the gear & equipment is on board or being carried onto or off of the vessel, or whilst temporarily ashore
- Against the risks of burglary or theft whilst the gear & equipment is temporarily ashore following violent & forcible entry into the vessel or building containing the gear & equipment
- Means ancillary gear, equipment, consumables not otherwise insured, including fishing gear, dive gear and any items relating to the on board operation of your business. Also covered are Personal Effects belonging to the Assured, their family or their employees provided these items are not otherwise insured.
- Personal Effects are automatically covered up to NZD 1,000
- Gear & Equipment is limited to NZD 2,500 any one item.

Trailer [Optional]

- Against the risk of accidental physical loss or damage to the trailer from any external cause

Loss of Earnings Insurance [Optional]

- Covers loss of earnings, where the vessel is prevented from earning as a result of a risk insured under the Hull insurance section of the policy
- Usually there is no cover in event of the vessel becoming a total or constructive total loss. However, under the Helmsman policy payment for Loss of Earnings continues (subject to the time excess) up until the day the claim payment is made for the vessel insured, or the expiry of the indemnity period, whichever shall first occur.
- Claim settlement is based on an agreed daily amount for the number of days that the vessel cannot operate. Subject to the agreed indemnity period.

Third Party Liability

- Automatically included up to NZD 5,000,000.
- Legal Liability incurred through the use of the vessel. It will pay for:
 - Damage to another vessel through collision
 - Loss of life or bodily injury to other people
 - Loss or damage as a result of transportation on land
 - Loss or damage to third party property such as jetties, quays, buoys, cables, slipways, etc.
 - Removal of wreck
- Including legal liability due to loss, damage or contamination caused by the sudden accidental discharge or escape of oil or other polluting substances up to NZD 250,000.
- Cover also includes the costs of measures reasonably taken to minimise or prevent the imminent danger of pollution, as well as loss or damage to property caused by those measures.
- Punitive and Exemplary Damages up to NZD 250,000
- Legal Defence Costs up to NZD 25,000 for representation at Maritime New Zealand, TAIC or Coroner inquiries.
- Liability for Passenger Personal Property up to NZD 2,500 any one item with a maximum of NZD 20,000 for any one event
- Rescue costs of passengers and members of the crew including reasonable accommodation and travel costs. Limited to NZD 10,000 unless as a result of a risk covered by the Hull section.
- Loss of Earnings due to court proceedings attendance up to NZD 250 per day.

Statutory Liability Insurance

- Helmsman automatically incurred cover for Statutory Liability insurance up to a limit of NZD 1,000,000 for no additional premium.
- The policy will indemnify for defence costs incurred in connection with the operation of the vessel in respect of the Resource Management Act 1991, the Health and Safety in Employment Act 1992 and the Maritime Transport Act 1994.

Employers Liability Insurance

- Helmsman automatically incurred cover for Employers Liability insurance up to a limit of NZD 250,000 for no additional premium.
- It provides indemnity for damages for which the Assured is legal liable for claims made as a result of any employee sustaining personal injury in New Zealand, arising out of or in the course of operating the vessel.

Legal Defence Costs Extension [Optional]

- Covers costs of defending legal action taken against the Assured for any alleged offence under the Crimes Act 1961 or any other action against the Assured which we deem to be covered.
- Cover is limited to NZD 100,000 per period of insurance

Helmsman Added Benefits include:

Additions and Deletions

The policy includes an Additions and Deletions clause, whereby items purchased will automatically be insured up to 25% of the total sum insured specified in each section covered.

Drugs and/or Alcohol Exclusion

Usually most policies exclude any loss, damage or liability incurred while the vessel was being operated by persons under the influence of drugs or alcohol.

Under the Helmsman contract there is an added benefit of an amended Exclusion which takes into account the situation whereby the Assured has no knowledge that the person operating the vessel is under the influence of drugs, alcohol or is operating the vessel without a valid Maritime Licence or is not suitably qualified.

In this event, the policy sections for Hull, Trailer, Gear and Equipment are not affected by the exclusion.

Emergency After Hours Contact

In order to support clients, Vero Marine is able to provide Emergency After Hours assistance by Cunningham Lindsey Marine Claim Assessors.

Optional Extension of Cover

Jet ski/Personal Watercraft Extension

These items can be covered provided they are normally a part of the vessel and capable of being, and are usually, carried on deck, or on davits, of the insured vessel.

Note: *This is a summary only. Please refer to the Policy Document for the full conditions and exclusions.*