



APPLICATION FOR INSURANCE - POWER SKIFF -

Company Name (If Applicable) \_\_\_\_\_

Personal Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ Mothership \_\_\_\_\_

City \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_

Insurable Value \_\_\_\_\_ Rate \_\_\_\_\_ % Gross Premium \$ \_\_\_\_\_

Insured Period: From \_\_\_\_\_ 20\_\_\_\_ To 12:00 o'clock Noon PST June 30, 20\_\_\_\_

Payee in event of Loss: \_\_\_\_\_

Address of Payee \_\_\_\_\_

City \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_

Premium Paid By \_\_\_\_\_

Approved by Board of Directors (For Office Use Only) \_\_\_\_\_

Date \_\_\_\_\_ Signature of Applicant \_\_\_\_\_

COVERAGE IS FOR TOTAL LOSS ONLY

GROSS PREMIUM MUST ACCOMPANY NEW APPLICATIONS

Pacific Coast Fishermen's Mutual Marine Insurance Company ("PCFM"), licensed as a mutual marine insurance company under the Financial Institutions Act of British Columbia, discloses that this transaction is between you and PCFM.

We hereby advise you that PCFM receives, collects, uses and shares personal information about you for the purposes of providing and administering both your application and policy of insurance and statutory required reporting. By your agreement signified by your signature above you are consenting to this receipt, collection, use, and sharing of your personal information.

(the following is for office use only) SURVEY OF POWER SKIFF Date Surveyed \_\_\_\_\_

Official No \_\_\_\_\_ How marked: welded ( ) etched ( ) Where \_\_\_\_\_

Identifiable markings \_\_\_\_\_

HULL:

Built by \_\_\_\_\_ At \_\_\_\_\_ Year \_\_\_\_\_

Dimensions: Overall Length \_\_\_\_\_ Beam \_\_\_\_\_ Material \_\_\_\_\_

General Construction \_\_\_\_\_ General Condition \_\_\_\_\_

Floatation \_\_\_\_\_

MACHINERY:

Engine: Make \_\_\_\_\_ Type \_\_\_\_\_ Model \_\_\_\_\_ H.P. \_\_\_\_\_

Year Built: \_\_\_\_\_ Installed \_\_\_\_\_

Gear: Make \_\_\_\_\_ Reduction \_\_\_\_\_ Model \_\_\_\_\_

Propeller: Make \_\_\_\_\_ Size \_\_\_\_\_ No. of blades \_\_\_\_\_ Age \_\_\_\_\_

Fuel tanks: No \_\_\_\_\_ Construction \_\_\_\_\_ Location & Capacity \_\_\_\_\_

Pumps: Manual \_\_\_\_\_ Off engine \_\_\_\_\_ Electric \_\_\_\_\_

ELECTRICAL:

Batteries: No \_\_\_\_\_ Volts \_\_\_\_\_ H.D. ( ) L.D. ( ) Age \_\_\_\_\_

Alternators: Make \_\_\_\_\_ Volts \_\_\_\_\_ Amps \_\_\_\_\_

SPECIAL EQUIPMENT:

Hydraulic: \_\_\_\_\_

Other: \_\_\_\_\_

Surveyed: Afloat ( ) Out of Water ( ) At \_\_\_\_\_ Surveyor \_\_\_\_\_

Share No (s)

Policy No.

## PACIFIC COAST FISHERMEN'S MUTUAL MARINE INSURANCE COMPANY (THE MUTUAL)

**POWER SKIFF POLICY TERMS AND CONDITIONS**

1. This insurance is limited to coverage of the Vessel while owned by the Assured and transported on or used by a mother vessel insured by the Mutual.

2. **Risks Clause.** This insurance covers total loss (actual or constructive) of the Vessel caused, except as provided in Clauses 5, 6, 7, 8 and 9 or elsewhere in this insurance, by perils of the sea, fire or explosion, vessel or craft being stranded, grounded, sunk or capsized, collision, contact of vessel with any external object other than water, jettison, earthquake and lightning.

3. **Running Down Clause.**

a) If the Vessel shall come into collision with any other vessel and the Assured shall in consequence thereof become liable to pay any other person or persons any sum or sums in respect of such collision for:

- i) loss of or damage to any other vessel or property on any other vessel,
- ii) delay to or loss of use of any such other vessel or property thereon, or
- iii) general average of, salvage of, or salvage under contract of any such other vessel or property thereon.

the Mutual will pay the Assured such sum or sums as the Assured is legally liable to pay, provided always that the Mutual's liability in respect of any one such collision shall not exceed the insured value of the Vessel, and in cases in which, with the prior consent in writing of the Mutual, the liability of the Vessel has been contested or proceedings have been taken to limit the liability, the Mutual will also pay those costs which the Assured shall thereby incur. But when both vessels are to blame, unless the liability of the Owners of one or both of such vessels becomes limited by law, claims under this clause shall be settled on the principle of cross-liabilities as if the Owners of each vessel had been compelled to pay to the Owners of the other such vessels such proportion of the latter's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Assured in consequence of such collision.

Provided always that this clause shall in no case extend to any sum which the Assured may become liable to pay for or in respect of:-

- iv) removal or disposal of obstructions, wrecks, cargoes or any other thing whatsoever,
- v) any real or personal property or thing whatsoever except other vessels or property on other vessels,
- vi) pollution or contamination of any real or personal property or thing whatsoever (except other vessels with which the insured Vessel is in collision or property on such other vessels).
- vii) the cargo or other property on or the engagements of the insured Vessel,
- viii) loss of life, personal injury or illness.

b) Should the Vessel come into collision with or receive salvage services from another vessel belonging wholly or in part to the same Owners or under the same management, the Assured shall have the same rights under this insurance as they would have were the other vessel entirely the property of Owners not interested in the Vessel; but in such cases the liability for the collision or the amount payable for the services rendered shall be referred to a sole arbitrator to be agreed upon between the Mutual and the Assured.

4. **Salvage.** This insurance covers salvage charges incurred to avoid or in connection with the avoidance of a loss from any clause except those excluded in Clauses 5, 6, 7, 8 and 9 or elsewhere in this insurance.

**EXCLUSIONS**

5. **General Exclusions Clause.** In no case shall this insurance cover:

- a) loss, damage or expense attributable to wilful misconduct of the Assured;
- b) ordinary wear and tear of the Vessel;
- c) loss, damage or expense caused by unsuitable or insufficient stowage of the Vessel;
- d) loss, damage or expense caused by mechanical breakdown of the engines or any other equipment of the Vessel or the mother vessel;
- e) loss, damage or expense caused by inherent vice;
- f) loss, damage or expense proximately caused by delay, even though the delay be caused by a risk insured against;
- g) loss, damage or expense arising from insolvency or financial default of the owners or operators of the Vessel;
- h) deliberate damage to or deliberate destruction of the Vessel by the wrongful act of any person or persons;
- i) loss, damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- j) loss, damage or expense arising from ice and/or freezing and/or snow howsoever caused.

6. **Ownership of Vessel.** If the Vessel is sold or transferred voluntarily or otherwise, unless the Mutual agrees in writing to continue this insurance, this insurance shall be cancelled from the time of sale or transfer.

7. **General Average and Particular Average (Partial Loss) Exclusion.**

Warranted free from particular average and general average claims.

8. **War Exclusion Clause.** In no case shall this insurance cover loss, damage or expense caused by:

- a) war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power;
- b) capture, seizure, arrest, restraint or detainment, and the consequences thereof or any attempt thereat;
- c) derelict mines, torpedoes, bombs or other derelict weapons of war.

9. **Strikes Exclusion Clause.** In no case shall this insurance cover loss, damage or expense:

- a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;
- b) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions;
- c) caused by any terrorist or any person acting from a political motive.

10. **Premium.** If payment of premium is not made by the Assured within 60 days after attachment of this insurance, or, in the event the Mutual has agreed to accept deferred payments, if any payment of premium is not made on the day agreed, this insurance may be cancelled at any time thereafter by the Mutual giving to the Assured and to any third party payee or payees (if any) named in this insurance, five (5) days' notice of such cancellation. Such cancellation shall be without prejudice to the premiums earned and due for the period the insurance was in force. Upon cancellation of the policy, 100% of the unexpired premium will be returned.

In the event of total loss or constructive total loss occurring prior to cancellation, the full annual premium shall be deemed earned.

**SUSPENSION OF COVER**

11. No coverage is provided under this insurance if on the date of loss of the Vessel no coverage for damage to the mother vessel would have been provided under the Mutual hull and machinery coverage on the mother vessel.

**CLAIMS**

12. **Constructive Total Loss Clause.** In ascertaining whether the Vessel is a constructive total loss, the insured value shall be taken as the repaired value and nothing in respect of the damaged or break-up value of the vessel or wreck shall be taken into account.

No claim for constructive total loss based upon the cost of recovery and/or repair of the Vessel shall be recoverable hereunder unless such cost would exceed the insured value. In making this determination, only the cost relating to a single accident or sequence of damages arising from the same accident shall be taken into account.

**MINIMIZING LOSSES**

13. **Duty of Assured Clause.** It is the duty of the Assured and its servants and agents, in all cases, to take such measures as may be reasonable for the purposes of averting or minimizing a loss and to ensure that all rights against third parties are properly preserved and exercised. The Mutual will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties up to the amount of the insured value of the Vessel.

14. **Waiver Clause.** Measures taken by the Assured or the Mutual with the object of saving, protecting or recovering the vessel shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

**INCORPORATION OF MUTUAL BY-LAWS AND MEMBERS' HANDBOOK**

15. Notwithstanding any other clauses contained in this insurance, the coverage provided at a time of loss is subject to the then current by-laws of the Mutual and all rules and regulations circulated to its members respecting risks, rates, things covered and all persons and matters dealt with by way of limitation in favour of the Mutual therein, including but not limited to the rules contained in the Members' Handbook which shall prevail in the event of a conflict with any of the preceding clauses.