

# AGREEMENT TO PROVIDE SERVICES

This document is not a policy of insurance.



# YachtHaul.com

This agreement is guaranteed by AICL Management Limited, POB 305498, St. Thomas, USVI 00803. Telephone 284-494-8925, Fax 661-420-8602.

In accordance with your instructions we have effected the following contract on your behalf subject to the following terms and conditions attached.

## Covered Person:

The person or persons shown as Named Assured shown on the Covernote to which this Agreement to provide services is attached. This agreement is not a contract of insurance.

# YachtHaul<sup>®</sup>

## Pre-storm Haulout & Lay-day Expense Reimbursement Agreement

**Maximum Benefit payable under this contract** \$000  
**Deductible per claim** \$000

All amounts are in US currency

**Agreement period:** 12 months commencing 00/00/0000 00:01 LST

## Pre-storm Haulout & Lay-day Expense Reimbursement Agreement

**AGREEMENT** We will provide the service(s) described in this agreement in return for the annual fee above and compliance with the agreement provisions. If payment of your fee, for any reason, is not honored by your bank or financial institution or your credit/debit/bank card issuer, this agreement is null and void.

**DEFINITIONS** Throughout this document the word "agreement" refers to the Pre-storm Haulout & Layday Expense Reimbursement Agreement issued to you, "you" and "your" refer to the Covered Person shown above. "We," "us" and "our" refer to AICL Management Limited. Certain words in the agreement are defined as follows:

**COVERED PERSON** This means the person or organization shown as Covered Person on this Agreement as an owner of a Yacht or Vessel. It also means you, a Family Member or any other person or organization operating the Yacht or Vessel with your permission, free of charge. This may include a paid master or crew member of the Yacht or Vessel or any person or organization (or employee thereof) operating a shipyard, marina, sales agency or similar business unless endorsed thereon. Insurance provided other persons or organizations under any other agreement does not cover their possible liability to you.

**FAMILY MEMBER** This means a person related to you by blood, marriage, or adoption who is a resident of your household for more than 30 days, including a ward or foster child.

**YACHT or VESSEL** This means the Yacht or Vessel and Tender owned or operated by the Covered Person including spars, sails, machinery, fittings and other equipment attached to and a part of the Yacht or Vessel normally used in the operation or maintenance of the Yacht or Vessel. Moorings and cradles are excluded.

**Services Provided and Deductible.** We will indemnify the Covered Person the cost of-

*Pre-storm Haulout & Lay-day Expense Reimbursement* - Coverage up to the Maximum Benefit shown on this Service Agreement for reasonable reimbursement of pre-storm haulout, blocking, lay-day expenses and post-storm re-launch you incur as a result of an event. The reimbursement of these expenses is limited to fifty (50%) percent of temporary, economical haulout, block and launching in instances wherein continued afloat mooring, use and/or habitation of the Yacht or Vessel is impermissible or unsafe and the area where your vessel is located is under a Tropical Storm Watch or Hurricane Watch. You must have in place valid, collectible insurance on your vessel to be reimbursed for emergency expenses. In the absence of valid collectible insurance you will be reimbursed for pre-storm haulout and lay-day expenses on the basis of coverage that would have been in force for the perils insured against under Institute Yacht Clauses. The maximum number of lay-days covered is five (5) continuous days. Expenses to deliver the vessel to the haulout facility slip are not covered.

Damage to your vessel, the lifting equipment or part thereof or any attachment thereto, slip, dock, jetty, quai, wharf or facility or storage equipment or devices such as blocks, jack-stands, pits, straps, cradles, trailers or similar devices is not covered under this service agreement.

Benefits under any section of this agreement shall be in excess of any other valid, collectible insurance or other reimbursement or service agreement, copies of which shall be provided to us or our representative(s) upon our request.

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### DUTIES FOLLOWING AN EVENT THAT MAY GIVE RISE TO A CLAIM FOR PAYMENT OR BENEFITS UNDER THIS SERVICE AGREEMENT

In the event of any event that might give rise to a claim for payment of benefits under this agreement, any Covered Person or their representative must give immediate notice to us or our authorized intermediary by phone, and in writing, at the address appearing in this agreement, of the details involved as follows:

1. As to how, when and where the event occurred, the property involved, the names and addresses of any persons injured or killed, and the names and addresses of any witnesses.
2. Immediately forward to us any legal papers or notices received in connection with the event.
3. Not assume any obligation, admit any liability or incur any expense for which we may be liable without written permission, except emergency expenses incurred to protect damaged property from further event.
4. Cooperate with us in the investigation, defense, or settlement of any event, and agree to be examined under oath if we so request.
5. Permit us to examine any records needed to verify the event and its amount.
6. Permit us to inspect the damage to the Yacht or Vessel or Vessel, trailer, its equipment, or personal property, before it is disposed of or repaired.
7. Submit a written sworn proof of event within 60 days, unless we waive this requirement in writing.

Failure to comply with these duties may result in the denial of a claim or claims for payment of benefits under this agreement.

Any claim for benefits under this Service Agreement must be presented in its entirety within ninety (90) days of the event. Any action against the Service provider must be commenced within one (1) year of an event where benefits are claimed under this Service Agreement.

#### *Pre-event Arbitration clause*

*Covered Person by accepting the Agreement to Provide Services agrees that the following disclosures are part and parcel of the Pre-dispute Arbitration Clause and are conditions precedent to the issuance of any agreement:*

1. *The parties are hereby waiving their right to seek remedies in Court, including a jury trial.*
  2. *Pre-arbitration discovery is generally more limited than and different from Court proceedings.*
  3. *The arbitrator's award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.*
  4. *Arbitration is final and binding on all parties.*
- A) *Covered Person agrees to submit any and all controversies arising under this Agreement to Provide Services to arbitration. This includes if the Covered Person is entitled to recover at all and if so how much in damages:*
1. *When party makes a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third arbitrator.*
  2. *Each party will pay the expenses it incurs; and bear the expenses of the third arbitrator equally.*
  3. *No person will bring a putative or certified class action to arbitration.*
  4. *Both parties to agree as to the location of the arbitration, agreement not to be withheld unreasonably. If the parties fail to agree, then arbitration will take place in Road Town, Tortola, BVI, and a decision agreed to by two of the arbitrators will be binding.*
  5. *This arbitration and any coverage, benefits or damages will be interpreted in accordance with English Maritime Laws and Customs.*

### **REQUEST TO COLLECT BENEFITS**

must be submitted in writing to AICL Management, POB 305498, PMB 270, St. Thomas, USVI 00803, or by fax to 661-420-8602 or by filing a request on the internet at [www.offshorerisk.com/lifelinebenefits.htm](http://www.offshorerisk.com/lifelinebenefits.htm). Requests may also be reported in writing to our authorized intermediary Offshore Risk Management Limited, POB 3169, PMB 270, Road Town, Tortola, Tortola, BVI, Telephone 284-494-8925 or fax 661-420-8602 [www.offshorerisk.com](http://www.offshorerisk.com)