

Robert McIntosh

Subject: FW: Marine Insurance Exclusions

All risk policies are really not all risks... The marine insurance market is unregulated to an extent due to being interstate commerce, so every company has their own exclusions, which is why you have to read your policy because they could exclude just about anything they decide to. Some common and not so common exclusions are listed below:

wear & tear, gradual deterioration, insects, marine life, animal damage, mold, marring & denting, osmosis, blistering, weathering, delamination, electrolysis, manufacturers defects, design defects, ice and freezing or extremes in temp, inherent vice (anything that causes it to damage itself)

damage while being serviced,

latent defects ensuing damage,

business use

charter,

overland transport beyond 50 miles, overland transport where there is a violation of any highway traffic act

theft unless occurred during forcible entry or exit to a fully enclosed locked vessel, machinery damage,

war risks,

windstorm and hurricane,

territorial exclusions, personal effects

clothing / toys (diving, fishing equipment, jet skis, etc

theft by an insured person (possible crew member),

delay and loss of use

lack of reasonable care or due diligence in maintaining yacht,

intentional acts or acts with the knowledge of the insured,

for sailing yachts (sails, masts, spars and rigging),

fires or explosions due to fuel tank leaks if fuel is stored in plastic containers,

crew and family exclusions for liability, contract liability

finances / punitive damages

jones act or workmen's comp claims by any employee on vessel
exceeding designed speed
injuries from waterskiing, aquaplaning or while being towed,
injuries while swimming snorkeling surfing or diving from vessel
environmental damage to reefs sea grass coral or other sensitive areas,
racing (speed trials, regattas, rallys, etc),
carrying or passing of infectious diseases or viruses, unseaworthiness

Motorized Land Vehicles

The ownership, operation, maintenance, use, loading or unloading of any motorized land vehicle, including any such vehicle engaged in the overland transportation of your yacht.

McINTOSH SCHWARTZ, P.L.

Adam B. Cooke

**Board Certified in Admiralty and
Maritime Law**

Partner

McIntosh Schwartz, P.L.
888 S.E. 3rd Avenue, Suite 201
Ft. Lauderdale, FL 33316

☎ (954) 660-9888

☎ Direct: (941) 727-2594

☎ Fax: (954) 660-9876

✉ acooke@mcintoshschwartz.com

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