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=/p>

From: =lementine Kingstone [REDACTED]
Sent: 09 January 2017 11:39
To: Allan Wilson [REDACTED]
Cc: Admin [REDACTED]
Subject: RE: STURGE Medical form x 4 - Myla Trestiza - 16/237</=:p>

Dear Allan

=/p>

Following on from my ema=l of 21st December 2016 below, I have been informed by CEGA tha= Myla has advised them
that the costs for the breast clinic were for a routine mammogram. I understand that this test wa= not linked to the
subject matter of this claim.

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With this in mind, as th= costs are for a routine screening , regrettably, these costs will not be =recoverable under the
terms of the policy. Exclusion 3 of Section 2 (medical Expenses) specifically excludes 'Examinat=ons for check-up

purposes not incidental to, or necessary to diagnose Illness or Accidental Bodily Injury; general health examinations.' The outstanding clinic balance of PHP 7,245.00 for the breast screening will therefore be for Myla / the yacht's own account.

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In order that we can proceed towards finalising this claim, I would enquire if there Insured have any further medical expenses that they would like to submit as part of the claim, less the medical expenses excess of USD 200.00? if no further costs are to be submitted, I can arrange for a debit note to be issued for the outstanding USD 200.00 medical expenses excess for settlement by the Insured.

=/p>

I trust that you find this to be in order and now await your advice.

=/p>

Kind regards

Clem

=/p>

=/p>

Clementine Kingstone ACII

Claims Handler

Sturge Taylor & Associates Ltd

Notebeme House, [REDACTED] Southampton, SO14 2NT, United Kingdom

Tel [REDACTED]

Fax [REDACTED]

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IMPORTANT NOTICE: THE (UK) INSURANCE ACT 2015

On the 12th August 2016 the new (UK) Insurance Act came into force and we need to inform you of the following changes that we are highlighting to all of our clients.

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The Insurance Act (The Act) will apply to all new insurances, renewals and any changes to insurance requirements effective on or after the 12th August 2016. The Act requires that a fair presentation of the risk is made as failure to do so could result in avoidance of the policy and retention of the premium (if failure to make a fair presentation is deliberate or reckless), or of different terms being adopted to consider how the risk would have been underwritten had fair presentation been made, which could result in only partial payment of any relevant claim. As your Broker we have a key role in ensuring that you are aware of and comply with the updated requirements.

<=p>

Insurance Law for contracts subject to the laws of England & Wales has changed since your last renewal and, in order that you may comply with your obligations please be advised of the undernoted requirements, which differ to those previously in place:

Duty of Disclosure

You have a duty to make a fair presentation of the risk to the insurer, via Sturge Taylor & Associates, of every material circumstance which you (or a member of your organisation, employee, Captain, Crew, management team etc) know or ought to know in relation to the risk placed and this duty is applicable before the cover is placed, when it is renewed and at any time throughout the contract if the risk changes. A circumstance is material if it would influence the judgement of an Insurer / Reinsurer in determining whether to take the risk and, if so, on what terms. If you are in any doubt whether a circumstance is material we recommend that it should be disclosed.

Disclosure will be considered fair if it is made in a manner that is reasonably clear and accessible and the facts represented are correct and made in good faith. Failure to disclose a material circumstance may entitle an insurer to impose different terms on your cover or proportionately reduce the amount of any claim payable. In the event that non-disclosure was deliberate or reckless an insurer will be entitled to avoid the policy from inception and retain the premium paid. This would result in any claims under the policy not being paid.

<=p>

Conditions Precedent

You must also take particular note of any conditions precedent that appear in the policy. If a condition precedent to the validity of this policy or to the commencement of the risk is not complied with, the insurer will not come on risk. If a condition precedent to the Insurers liability under this policy is not complied with, the insurer may not be liable for the loss in question. A condition precedent may exist in the policy using other terminology and without reference to the words 'condition precedent'.

It is very important that you read the full policy carefully when it is received and, if you are unsure of, or are unable to comply with any provisions therein, please let Sturge Taylor & Associates know immediately.

<=p>

Contracting Out

Some Insurers have exercised their right to opt out of the requirements of the new act. In the event that this affects the insurances we have placed for you we will advise you accordingly.

We have produced a simple guide to help you through some of the changes within the Insurance Act which, if not attached to this email it is available on request. If you would like further information please contact us and we will endeavour to help.

Registered Office: Sturge Taylor & Associates Ltd.,

Highfield Court, Tollgate, Chandlers Ford, Eastleigh, Hampshire SO14 3TY

Registered in England No. 3706480

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www.sturgeyachts.com <<http://www.sturgeyachts.com/>>

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We operate anti-virus programmes but you must take full responsibility for virus checking.

From: Clementine Kingstone

Sent: 21 December 2016 14:55

To: 'Allan Wilson' [REDACTED]

Cc: Admin [REDACTED]

Subject: RE: STURGE Medical form x 4 - Myla Trestiza - 16/237

Hi Allan

Many thanks for your swift response on this and the attached claim form.

I am pleased to advise that we have now arranged urgent settlement of the Makati clinic invoice and payment has today been authorised.

As mentioned in my email of 14th December 2016, the total outstanding costs for the Maka-i clinic were PHP 121,972.73 however, included within these costs are breast clinic costs totalling PHP 7,245.00 which do not appear to be related to the claim at this stage. CEGA are trying to obtain further information directly from Myla regarding these costs in order that the balance of PHP 7,245.00 can be assessed further.

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Due to the fact that the breast clinic costs cannot be confirmed as claim related, the sum of PHP 7,245.00 has been excluded by insurers from the settlement to Makati clinic. The total transferred to the clinic is therefore the net sum of PHP 114,547.72. Myla therefore may be approached directly by the clinic for the balance of PHP 7,245.00. If Myla is asked to settle the costs directly and would like the costs considered as part of the claim, I would be very grateful if you could please forward the proof of payment along with clarification regarding the reasons for these costs, in order that this matter can be considered further.

=/p>

In the meantime, I note from the claim form that the Insured have listed 4 separate costs which have been incurred. Are you able to provide receipts for the costs incurred by the Insured so that I can add this to the claim for consideration by insurers, less the USD 200.00 medical expenses excess?

I look forward to hearing from you in due course.

=/p>

Kind regards

Clem

=/p>

=/p>

Clementine Kingstone ACII

Claims Handler

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=/p>

From: =Ilan Wilson

Sent: 20 December 2016 15:23

To: Clementine Kingstone

Cc: Admin

Subject: FW: STURGE Medical form x 4

Hi Clem

=/p>

Finally received the attached form is this what you are looking for

=/p>

Best Regards

Allan Wilson

Wilson Yacht Management =; &=bsp; &nbs=;

&nb=p; =nbsp; &nb=p;

UK Office

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Fax: [REDACTED]
E Fax: [REDACTED]
Gsm: [REDACTED]

USA Office = &n=sp;

Tel: = [REDACTED]
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From: Dave Johnson [REDACTED]
Sent: 20 December 2016 15:06
To: Allan Wilson [REDACTED]
Cc: Myla Baker US [REDACTED]
Subject: STURGE Medical form x 4

Hi Allan,

Please find attached the completed STURGE Claim form (total 4 pages) as signed by Myla & Capt. James 4th September 2016