

Yacht & Pleasure Craft Insurance Policy

Introduction

Your Policy and Schedule form a legally binding contract between the Underwriters named on the Schedule, for the percentages specified each for their own part and not one for another, and you, the Assured.

Please read these documents carefully. The cover that you have is as shown on the Schedule. If the Policy does not provide you with the protection you want either now or at any time in the future please inform us immediately. If you arrange this insurance through a broker or agent you should communicate with us through them.

This contract is based on the answers you gave us on your proposal form and declaration. You must tell us of any change in this information or of any material fact as soon as possible as failure to do so could invalidate your Policy. You should not wait until the renewal date.

We will insure you under those Sections specified on the Policy Schedule subject to the terms and conditions of the Policy during any Period of Insurance which we have agreed to accept your premium or for which you have agreed to pay.

Your Policy is underwritten at Lloyd's of London

Jurisdiction

This Policy is subject to English law and any dispute arising under this Policy will be decided in accordance with English law. Marine insurance under English law is subject to an Act of Parliament called the Marine Insurance Act 1906 and accordingly that Act will regulate our dealings. Furthermore you agree to submit to the exclusive jurisdiction of the English High Court in London for all disputes arising between you and us.

Complaints Handling

If in providing our service we do not meet your expectations and you are dissatisfied in some way we would like to know. If you follow the steps outlined below your complaint will be dealt with in the most efficient manner.

- 1, Speak to the person at your brokers or agent handling your insurance. Have your Policy or claim number ready as a reference.
- 2, If the matter is not resolved to your satisfaction, please write to :

The Managing Director
DeNovo Underwriting Agencies Ltd
Quay View, Admirals Court,
Quay Road, Lymington,
Hants, SO41 3ET

- 3, If you are unable to resolve the situation and wish to make a complaint you can do so at any time by referring the matter to the Complaints Department at Lloyd's. Their contact details are—

Complaints Department, Lloyd's, 1 Lime Street, EC3M 7HA

Telephone 020 7327 5693

- 4, If after taking this action you are still dissatisfied you may: as a private Policyholder approach

The Financial Ombudsman Service (F.O.S.)
South Quay Plaza
183 Marsh Wall
London E14
Telephone number 0845 080 1800.

The FOS will handle most complaints concerning a personal insurance Policy. However, there are a few instances that fall outside their authority. The Ombudsman's decision is binding upon us but you are free to reject it without affecting your legal rights.

Or, approach the Association of British Insurers at:

Consumer Information Department
51 Gresham Street
London
EC2V 7HQ

Telephone 020 7600 3333 or one of their regional offices, details of which can be found in your local telephone directory.

Definition of Words

The following words and expressions shall have the same meaning wherever they are used in the Policy or Schedule, unless the context otherwise requires.

Actual Total Loss: A loss where the Vessel or any item separately insured is completely destroyed or irretrievably lost.

Anti-Theft Device: A device sold and marketed as a secure method of preventing theft or another security method approved in writing by us.

Assured/Insured: You or any person having control of the Vessel(s) with your permission and who is not otherwise specifically excluded in this insurance. Any reference in this Policy to 'you' or 'your' is a reference to the Assured.

Constructive Total Loss: A loss where the cost of recovering and/or repairing the Vessel or its tender(s) or outboard(s) will exceed the Insured Value, or;

You have been deprived of the free use and disposal of the Vessel(s) or its tender(s) or outboard(s) as applicable for a period of 12 consecutive months commencing during the Period of Insurance except in the cases of theft when the period shall be a reasonable period depending upon the facts of each individual case.

Cruising Limits: The geographic area as shown on the Schedule

Damage: Accidental loss, destruction or damage.

Endorsement: An alteration to the policy wording agreed by us in writing.

Excess: The sum shown on the Schedule against each section if any, which is the amount to be deducted from your total claim for each section in respect of each separate Incident, except in the case of Actual or Constructive Total Loss where the claim will be paid in full. If an Incident produces a claim under more than one section of the Policy, only the highest applicable Excess will apply.

Houseboat: The Vessel will be deemed to be used as a Houseboat if during the period of lay up any authorised person sleeps upon it for more than 2 nights in succession or for more than 5 nights in any calendar month.

Insured Value: The sum(s) noted on the Schedule for each individual item and the maximum amount of our liability under Section 7.

In Commission: The period when the Vessel is not required to be Laid Up and may be used in navigation for the purpose stated on the Schedule. You are insured whilst your Vessel is on land and on water and including whilst being lifted into or out of the water but not during any major refit or repair.

Laid Up: The period (if any) noted on the Schedule when the Vessel (s) must not be used for any purpose except for the purpose of carrying out minor maintenance and repairs. The Vessel(s) must be Laid Up in the manner and at the place named in your proposal form or any other place agreed by us in writing. The Vessel(s) must not be used as a Houseboat during the lay up period nor undergo major repair or refit unless we give permission in writing and issue an endorsement to that effect.

Incident: An accident or occurrence (or series of accidents or occurrences arising from the same originating cause) recoverable under the terms of this Policy.

Latent Defect: A defect that is not discoverable by the exercise of reasonable care.

Machinery: Includes the main or auxiliary engines, electrical equipment, cables and fittings and hydraulic equipment, piping and fittings, boilers and shafts.

Period of Insurance: The period noted on the Schedule and any further period agreed by us in writing

Personal Accident Expense: Reasonable compensation for accidental bodily injury sustained whilst on board the Vessel, including embarking or disembarking, limited to the sum insured for the section shown on the Schedule.

Definition of Words (cont...)

Personal Effects: Possessions belonging to you and members of your immediate family who live with you, which do not form part of the Vessel and/or its permanent fixtures and fittings and are temporarily taken on board the Vessel for personal use.

Property: Shall mean material property used by the Insured in connection with the Vessel.

Schedule: The document, which shows, amongst other things, your details and those of this Vessel; the Period of Insurance; the sums insured; the Cruising Limits; the Laid Up period and location; any special terms, conditions and warranties; the Excess and the premium.

Speedboat: A mechanically powered Vessel less than 26ft in length with an actual or designed maximum speed which exceeds 17 knots.

Vessel: The vessel named in the certificate and gear and equipment, which would usually be sold with the insured Vessel if it changes hands. This includes any dinghies or tenders permanently marked with the name or number of the insured Vessel and any outboard motors, additional equipment or trailers whose sum insured is specified separately in the Schedule. The term "Vessel" does not include consumables or Personal effects.

War, Civil Disturbance and Terrorism:

International war

Any act of hostility by a nation or state against another

Civil war, revolution, rebellion or insurrection

Any derelict mine, torpedo, bomb or other derelict weapon of war

Labour disturbances

Acts of terrorists

Any person acting from a political motive

Confiscation and expropriation, capture, seizure, arrest or detention.

Section 1 - Cover for the Vessel

All risks

- 1.1 Subject to the terms of the Policy we shall cover you in respect of physical loss of or damage to the Vessel caused by:
- 1.1.1 any accidental and fortuitous cause; and
- 1.1.2 theft or malicious act.

Salvage

- 1.2 We will also reimburse you for the cost and expense incurred in respect of the salvage of the Vessel provided that:
- 1.2.1 the salvage results from an event (or the possibility of such) for which there is or would be cover under the Policy; and
- 1.2.2 you do not make any admission of liability for salvage nor agree any salvage award with any salvor or alleged salvor without our prior written consent other than entering into a Lloyds Open Form agreement.

Wreck Removal & Disposal

- 1.3 We shall also reimburse you for the following:
- 1.3.1 expense incurred for the purpose of averting or minimising loss of or damage to the Vessel(s) provided that in each case the expense:
- 1.3.1.a is both reasonably incurred and in a reasonable amount; and
- 1.3.1.b results from an Incident (or possibility of such) which is or would be covered under this Policy.
- 1.3.2 the cost of removal of the wreck of the Vessel(s) from any place which you are required by the order of any competent authority to remove it, and will in addition pay the reasonable costs of disposing of the wreck.
- 1.3.3 the reasonable costs of inspecting the bottom of the Vessel(s) after grounding, even if no damage is found.

The total amount recoverable under sections 1.2 and 1.3 arising from any one event is limited to the Insured Value of the Vessel(s).

Inland Transit

- 1.4 We will pay for accidental physical loss of, or damage to, any Vessel whose overall length does not exceed 9 metres whilst in transit by road, rail or ferry including whilst being loaded or unloaded. No claim shall be allowed in respect of scratching, bruising and/or denting, arising during, or in preparation for, transit and the cost of consequent repainting or re-varnishing, or in respect of liability to third parties howsoever arising.

Section 2 - Exceptions to Cover for the Vessel

This Policy does not cover:

- 2.1 any Speedboat, including any Vessel's boat or tender. If specifically agreed by us in writing this exception may be deleted and Section 3 of this insurance shall then apply;
- 2.2 any loss, damage or liability caused or contributed to by recklessness or wilful misconduct including, but not limited to, conduct when under the influence of alcohol or drugs, of the Assured or the Assured's failure to exercise due diligence in the handling, sailing or managing the Vessel properly or to maintain it in a seaworthy condition;
- 2.3 any loss or damage caused by the malicious act of the Assured, their servants, agents, any member of the Assured's immediate family, or any person on board the Vessel with the consent of the Assured;
- 2.4 the costs and expenses of rectifying, repairing or replacing:
- 2.4.1 a fault in design or construction; or
- 2.4.2 any part (including the hull or any part of the hull) which is subject to a fault in design or construction or to a Latent Defect; or
- 2.4.3 defective workmanship or materials.
- 2.5 theft of the Vessel by any person having control of the Vessel with your consent.
- 2.6 theft of any part of the Vessel unless at the time of the theft the part is either:
- 2.6.1 securely fastened to the Vessel(s) and in the case of an outboard motor locked on by an Anti Theft Device in addition to its normal method of attachment; or
- 2.6.2 inside a locked compartment on board the Vessel(s) or in a locked building ashore and there is evidence of forcible and violent entry or exit;
- 2.7 loss of any of the Vessel's equipment whilst in transit unless resulting from theft following forcible and violent entry into the conveying vehicle;
- 2.8 theft of any boat or tender to the Vessel unless permanently marked with the name or number of the Vessel;
- 2.9 loss of or damage to protective covers or to sails split by the wind or blown away while set, unless consequent on damage to the spars on which sails are bent, or occasioned by the Vessel being stranded, sunk, burnt, on fire or impact between the Vessel and any external substance including ice but not water;
- 2.10 loss of or damage to sails, masts, spars or standing and running rigging while the Vessel is racing unless the loss or damage is caused by the Vessel being stranded, sunk, burnt, on fire, or impact between the Vessel and any external substance including ice but not water.
- 2.10.1 If specifically agreed by us, this exception 2.10 may be deleted, and the insurance will cover the cost of replacing or repairing sails, masts, spars, standing and running rigging lost or damaged whilst the Vessel is racing, to the extent of only 2/3rds of such cost but no Excess shall apply;

Our liability under Clause 2.10.1 above arising out of any one occurrence whilst racing shall be calculated upon the basis that the full replacement cost of all sails carried, whether set or not, masts, spars, standing and running rigging shall not exceed the sum stated for this purpose on the Schedule. If the replacement cost exceeds the sum stated, you shall be deemed to be your own insurer for the uninsured balance.

Section 2 - Exceptions to Cover for the Vessel (Cont...)

- 2.11 loss of or damage to the Vessel caused by wear, tear or depreciation or the ordinary action of the wind and waves, insects, marine borers, barnacles or marine growth, corrosion, rust, mildew, osmosis, dampness or weathering.
- 2.12. loss of or damage to the Vessel(s)'s Machinery unless caused by:
 - 2.12.1 fire
 - 2.12.2 explosion
 - 2.12.3 theft of entire Vessel
 - 2.12.4 earthquake, volcanic eruption or lightning
 - 2.12.5 accidental incursion of water into the Vessel(s) as a result of:
 - 2.12.5.a. heavy weather;
 - 2.12.5.b. the stranding or sinking of the Vessel(s) or the Vessel(s) being on fire;
 - 2.12.5.c. impact between the Vessel(s) and any substance including ice but not water;
 - 2.12.5.d. freezing providing the Machinery has been maintained in accordance with the manufacturer's recommendation by a competent mechanic and that the Machinery had been protected by an appropriate anti-freeze mixture which has been inserted in accordance with the manufacturer's specification;
 - 2.12.5.e. explosion or lightning;
 - 2.12.5.f. theft or malicious damage;
 - 2.12.5.g. civil disturbance and terrorism;
- 2.13. loss or damage to electrical or mechanical equipment caused by electronic or computer breakdown or failure.
- 2.14. War, Civil Disturbance and Terrorism

Section 3 - Speedboats (Exception 2.1 is hereby deleted)

We do not cover any claim for loss or damage to any Speedboat or any liability to any third party:

- 3.1 arising while the Speedboat is participating in racing or speed tests or any trials in connection therewith;
- 3.2 resulting from any outboard motor becoming detached from the Speedboat or being dropped overboard if the horsepower of the engine as rated by the manufacturer exceeds 65HP.
- 3.3 if the Vessel - is fitted with inboard machinery and the loss is caused by or arises through fire or explosion unless the Vessel is equipped in the engine room or engine space with an automatic fire extinguishing system or one that has controls at the steering position;
- 3.3.1 if the galley or galley area is not equipped with a manual fire extinguisher and a fire blanket which are both installed and in an accessible position;
- 3.4 in respect of rudder, strut, shaft, electrical equipment and batteries or propeller:
 - 3.4.1 unless caused by contact with another Vessel, pier or jetty;
 - 3.4.2 unless the Speedboat has been sunk or immersed including as a result of heavy weather;
 - 3.4.3 unless the Speedboat is stranded, sunk, burnt, on fire or in collision or contact with another Vessel, pier or jetty;
 - 3.4.4 unless caused by theft of the entire Vessel or by theft following forcible and violent entry into the Vessel or place of storage or repair;
 - 3.4.5 unless caused by theft of the outboard motor provided it is securely locked to the Vessel or boat by an Anti Theft Device in addition to its normal method of attachment;
 - 3.4.6 unless caused by fire in the place of storage or repair ashore;
 - 3.4.7 unless caused by malicious acts;
 - 3.4.8 caused whilst being removed or placed in the Vessel;
- 3.5 caused by or arising from the Speedboat being stranded, sunk, swamped, immersed or breaking adrift while left moored or anchored unattended off an exposed beach or shore.

Section 4 - The Trailer

- 4.1. We will cover you for physical loss or damage to the trailer caused by:
 - 4.1.1. Theft;
 - 4.1.2. fire, explosion or lightning;
 - 4.1.3. collision or accident whilst in use.
- 4.2. We will not cover physical loss of or damage to the trailer caused by:
 - 4.2.1. theft during preparation for or in the course of towage unless the trailer is securely locked to the road vehicle and the road vehicle is occupied or securely locked;
 - 4.2.2. theft otherwise than during preparation for or in the course of towage unless the trailer is secured by an Anti Theft Device or is in a locked place of storage.
- 4.3. We do not cover physical loss of or damage to the trailer tyres caused by the application of brakes or by punctures, cuts or bruises.

Section 5 - Personal Effects

- 5.1. Subject to the terms and conditions of this Insurance we will pay for all risks of accidental physical loss or damage to Personal Effects:
 - 5.1.1. whilst on board the Vessel;
 - 5.1.2. being used in conjunction with the Vessel;
 - 5.1.3. in transit between the usual residence of the owner and the Vessel,
- 5.2. We do not cover:
 - 5.2.1. theft of Personal Effects while the Vessel is unattended, unless resulting from forcible and violent entry into or exit from:
 - 5.2.1.a. the Vessel;
 - 5.2.1.b. any locked storage compartment;
 - 5.2.1.c. conveyance while in transit.
 - 5.2.2. loss or damage caused by atmospheric conditions, wear, tear or depreciation, damp, rot, mould, mildew, corrosion or rust, moth, mechanical or electrical breakdown or derangement;
 - 5.2.3. loss or damage to electric, electronic, optical or photographic equipment by ingress of water unless sustained in circumstances in which the Vessel has become an Actual or Constructive Total Loss;
 - 5.2.4. jewellery, specie, antiques, works of art, china, glass, consumable stores, documents, valuable securities, negotiable instruments, traveller's cheques, currency, or any single item with a replacement value in excess of the Insured Value;
 - 5.2.5. any loss or damage caused by the malicious act or theft of you, your servants, agents, immediate family, or any person on board the Vessel with your consent;
 - 5.2.6. breakage of articles of a brittle nature unless caused by:
 - 5.2.6.a. the Vessel being stranded, sunk or burnt;
 - 5.2.6.b. fire, lightning or explosion;
 - 5.2.6.c. the extraordinary action of the wind and waves;
 - 5.2.6.d. burglars or thieves

Limit on Amount Payable

- 5.3. The amount payable in respect of any single article, set or collection of items is limited to a sum of £ 250 unless you have declared to us the specific articles with a replacement value in excess of £ 250 and we have agreed in writing to insure those articles.

Average

- 5.4. If at the time of loss or damage to personal property the actual value is greater than the Insured Value our liability will be limited to the proportion which the Insured Value bears to the actual value less the Excess.

Section 6 - Amount Payable

Total Or Constructive Total Loss

- 6.1. We shall pay the Insured Value of the Vessel(s) or its boat(s) or outboard(s) or trailer or Personal Effects as noted on the Schedule if there is a Total or a Constructive Total Loss.

Reinstatement of Loss

- 6.1.1 The Underwriters may at their option reinstate or replace any PROPERTY of the INSURED that has suffered DAMAGE instead of paying the amount of any claim in respect of that DAMAGE in money. Reinstatement and/or replacement shall be as close to the original specification as possible but it is understood and agreed that it shall not be incumbent upon Underwriters to achieve an exact restoration. If the Underwriters elect to reinstate or replace, the INSURED shall take all reasonable steps to provide them, when required, with such plans, specifications and information as may be deemed necessary or expedient for the purpose. If an item damaged by an insured peril is repaired and as a result its value increases the Underwriters may deduct from the claims settlement that would otherwise be due an amount equivalent to that increase in value.

Partial Loss

- 6.2. For partial loss we will pay you either:
- 6.2.1. if repairs are undertaken the reasonable cost of recovering the Vessel(s) or its boat(s), outboard(s) or trailer or Personal Effects and the reasonable costs of effecting repairs, less the Excess noted on the Schedule; or
- 6.2.2. if repairs are not undertaken by the end of the Period of Insurance or such later date as we may agree in writing, the reasonable costs of recovering the Vessel(s) or its boat(s), outboard(s) or trailer or Personal Effects and the reduction in market value by reason of unrepaired damage up to the reasonable cost of effecting repairs, less the Excess noted on the Schedule.

Deductions

- 6.3. We shall be entitled to deduct at our sole discretion:
- 6.3.1. up to one third of the replacement or repair costs of used sails, standing and running rigging, protective covers, canopies, outboard motors and electronic navigation equipment;
- 6.3.2. a reasonable amount for the cost of repairs or replacement to take account of any betterment or increase in the value of the Vessel(s) or its boat(s), outboard(s) or trailer or Personal Effects arising out of repairs or replacement.

New for Old Clause

- 6.4. This clause applies only to a Vessel of an age of less than two years from the date of completion of manufacture at the time of any loss or damage occurring to such Vessel. This clause does not apply to outboard motors. In the event of loss or damage to such a Vessel, we will pay for the cost of repair without any deduction in respect of new for old and/or wear and tear. If such a Vessel becomes a Total or Constructive Total Loss we shall pay an amount equal to either:
- 6.4.1. the market price of a new Vessel of the same make, model and specification;
- Or**
- 6.4.2. if the builder no longer produces a Vessel of the specification of the Vessel, a new Vessel of a similar model and specification costing not more than 110% of the Vessel's Insured Value.

Machinery Damage Extension

- 6.5. Notwithstanding the provisions contained in clause 2.12, but subject always to the other terms and conditions of this insurance, we will pay for loss of or damage to the Vessel's Machinery caused by:
- 6.5.1. Latent Defects in the hull or Machinery or breakage of shafts but excluding the cost and expense of replacing or repairing the defective part or broken shaft.
- 6.5.2. Heavy weather

Section 7 - Third Party Liability – Coverage

- 7.1. We will cover you in respect of any legal liability to another person arising out of your interest in or use of the Vessel. We will indemnify you against such liability provided that the sum payable under this Section in respect of all Assureds and in respect of any claim or claims arising out of any one Incident or series of Incidents resulting from any one cause shall not exceed the Limit of Indemnity for this Section.
- 7.2. The maximum that we shall pay in respect of your legal liability including costs arising out of each Incident is the Limit of Indemnity. **In addition we shall pay legal costs and shall pay, provided:**
- 7.2.1. Our consent in writing to contest or limit liability has been obtained; and
- 7.2.2. our oral consent has been obtained for representation at any coroner's inquest or fatal accident enquiry.
- 7.3. We shall be entitled to take over and conduct any proceedings in respect of which indemnity may be afforded under this Section and you must afford us full co-operation in conduct of such proceedings.

No admission of liability or offer of settlement shall be made by or on behalf of you without our written consent. Any admission or offer without our written consent shall render this Section void.

Section 8 - Third Party Liability Exclusions

We do not cover liability:

- 8.1. caused or contributed to by recklessness or wilful misconduct on your part, including, but not limited to, conduct when under the influence of alcohol or drugs;
- 8.2. arising out of contract;
- 8.3. of the following persons:
- 8.3.1. any persons employed under a contract in connection with the Vessel other than the skipper or crew employed by you;
- 8.3.2. an employee or an operator of a crane or travel hoist or of a marina, slipway, shipyard, yacht yard, sales agency or similar organisation or;
- 8.3.3. any person while engaged in any sport which involves being towed by the Vessel, other than water-skiing;
- 8.3.4. any person engaged in any snorkelling, aqua lung diving or other underwater sport except while safely aboard the Vessel;
- 8.4. to the following persons:
- 8.4.1. any person employed under a contract in connection with the Vessel;
- 8.4.2. any person while engaged in a sport which involves being towed by the Vessel, other than water-skiing;
- 8.4.3. any person engaged in snorkelling, aqualung diving or other underwater sport from the Vessel except while safely aboard the Vessel;
- 8.5. caused or contributed to by the trailer becoming detached from the towing vehicle;
- 8.6. as a result of an accident occurring on a highway or public or private place whilst the trailer is attached to the towing vehicle.
- 8.7. We do not cover any punitive or exemplary damages.

Section 9 - Personal Accident

Definitions for this Section only

- 9.1.1. Insured Persons shall mean the owner of the Vessel named in this insurance and/or any other person whilst aboard the named Vessel with the permission of the owner.
- 9.1.2. Loss of a limb shall mean loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.
- 9.1.3. Permanent shall mean lasting for twelve consecutive months and at the end of that time being without hope of improvement.
- 9.1.4. Total Disablement shall mean disablement, which prevents the Insured Person from engaging in his usual occupation.

Section 9 - Personal Accident (Cont...)

Scope of Cover

- 9.2 Subject to the other terms of this Insurance, we will pay you or your executors or administrators the sum set out in the Schedule of Compensation below, if at any time during the Period of Insurance you sustain accidental bodily injury whilst aboard the Vessel (Including embarking and disembarking and including embarking and disembarking by means of a yacht tender or dinghy) which shall solely and independently of any other cause result in death or disablement, as specified, within twelve calendar months from the date of the Incident causing the injury.

Schedule of Compensation

- 9.3.1. Death 100% of amount insured
9.3.2. Loss of one limb 50% of amount insured
9.3.3. Loss of two limbs 75% of amount insured
9.3.4. Loss of the sight of one eye 50% of amount insured
9.3.5. Loss of the sight in both eyes 75% of amount insured
9.3.6. Permanent total disablement 100% of amount insured

In the event of there being a claim for more than 6 Insured Persons at the time of the accident the Sums Insured will be proportionately reduced until the total does not exceed the sum shown in the Schedule of Compensation.

For children under 16 years of age the benefit payable in respect of death is limited to £5000.

Conditions

- 9.4.1. No Claim will be payable under more than one item on the Schedule of Compensation in respect of one Incident. In the event that an Incident covered hereunder shall result in the death of an Insured Person within twelve months of the date of the Incident and prior to payment of the compensation for disablement, we will pay only the compensation payable in the case of death.
- 9.4.2. If disablement results or may result the Insured Person must be placed under the care of a qualified medical practitioner as soon as possible.
- 9.4.3. In the event of a claim under this Section you must permit our own appointed medical adviser or advisers to make an examination as often as we may require.

Exclusions

- 9.5 **We will not be liable for death or disablement:**
- 9.5.1. if the Insured Person had reached 70 years of age at the commencement of the first Period of Insurance;
- 9.5.2. directly or indirectly resulting from disease or natural causes or surgical treatment (unless rendered necessary by accidental bodily injury covered hereunder) or suicide or attempted suicide or intentional self injury or deliberate exposure to exceptional danger (except in an attempt to save human life) or the Insured Person's own criminal act;
- 9.5.3. consequent on War, Civil Disturbance and Terrorism.

Section 10 - Termination Conditions (Applicable to all Sections of this Policy)

Automatic Termination

- 10.1. **It is important for you to note that this Policy will terminate automatically and we will not be under any further liability to you in the following circumstances set out in Section 10:**

Lawful Use Only

- 10.1.1 if the Vessel is used for any unlawful purposes or operated in an unlawful manner;

Assignment of the Policy

- 10.1.2 if during the period of the insurance the ownership of the Vessel is sold or otherwise transferred or in the case of a Vessel owned by a company limited by shares, the ownership of more than 50% of the shares is sold or otherwise transferred in any one transaction or series of transactions to the same person;

Private Pleasure Use

- 10.1.3 if the Vessel is used for anything other than private pleasure purposes and/or if the Vessel is let out for hire or reward (unless otherwise specified by endorsement);

Use as a Houseboat

- 10.1.4 if the Vessel is used as a Houseboat;

Cruising Limits

- 10.1.5 if the Vessel is navigating outside the Cruising Limits;

Laid Up Period

- 10.1.6 if the Vessel is not Laid Up at the location, and for the period, shown on the Schedule;

Towage

- 10.1.7. if the Vessel tows or is towed, except as is customary or in an emergency;

Modification

- 10.1.8 if any modification, structural alteration or addition is made to the Vessel and/or if there is a change in the Vessel's use unless our prior written consent is obtained;

Seaworthiness

- 10.1.9 if you fail to exercise reasonable care to make and keep the Vessel in a seaworthy condition and to keep the Vessel in a safe place when not underway;

Section 11 - Claims Procedure

Claim Forms

- 11.1. You should establish the cause of the loss, damage or liability and consult the relevant Section of the Policy to ensure that we cover the loss, damage or liability and ensure that you have complied with the various terms of the Policy. It is essential that you give immediate advice if the damage is serious. A claim form is available on our website <http://www.insure-my-boat.com>, this will immediately notify our Claims Department and enable them to respond promptly. Except for the purpose of reducing loss or liability, do not instruct repairers without first checking with us. If someone is holding you responsible for damage to their property or bodily injury to them, follow the procedure outlined below but do not admit liability under any circumstances.
- 11.2. You must:
- 11.2.1. notify us as soon as possible of any occurrence, which might give rise to a claim under the Policy and in the case of riot causing loss or damage, within seven days of such occurrence; and
- 11.2.2. complete and return to us promptly a claim form and a written report of the occurrence and at your own expense provide us with any additional information that we may reasonably require; and
- 11.2.3. notify the police immediately of any theft or criminal damage involving the insured property and obtain a crime report number;
- 11.3. We shall have the absolute right at our discretion and at our expense:
- 11.3.1. to commence or take over and conduct the defence of any claim against or prosecution of you arising out of an occurrence which might give rise to a claim under the Policy;
- 11.3.2. to commence or take over and conduct any claim brought in the name of the Assured to recover sums, which are or might be payable under the Policy;
- 11.3.3. to commence or take over and conduct the representation of you at any inquest, inquiry or similar proceedings, which might give rise to a claim under the Policy.
- 11.4. You must give us such assistance as we may require for the purpose of exercising our right under the Policy and in particular:
- 11.4.1 within five days sign or comment constructively upon any statement of truth that we or our advisors may require you to sign;
- 11.4.2 provide to us and undertake such searches for documentation as we may require and to sign appropriate statements of truth in relation to disclosure in proceedings; and
- 11.4.3 respond immediately to any oral request raised of you.
- 11.5. You must pass on to us as soon as possible, unanswered all communications from third parties which relate to any matters that might give rise to a claim under the Policy.
- 11.6. You must not, without our prior written consent admit liability or make any offer to settle or compromise or pay any claim by a third party, which might give rise to a claim under the Policy.

Section 12 – Cancellation

- 12.1. The Policy may be cancelled by us giving thirty (30) days written notice (seven (7) days in respect of war risks) sent by pre-paid post to either your last known address or to your agent. This Policy may also be cancelled by mutual agreement.
- 12.1.1 If the Policy is cancelled by us or by mutual agreement, providing that no claims have been made during the current Period of Insurance we shall return to you a proportion of premium paid in respect of the unexpired Period of Insurance.
- 12.1.2 Whether or not such notice of cancellation has been given this Policy shall terminate automatically upon the occurrence of one of the following:
- 12.1.2.a upon the occurrence of any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- 12.1.2.b upon the outbreak of war (whether there be a declaration of war or not) between any of the following countries:
United States of America
France
The Russian Federation
The People's Republic of China
- 12.1.2.c in the event of the Vessel being requisitioned, either for title or use.

Section 13 - Other Insurances

We shall not pay for any loss or damage or provide any indemnity if at the time when the loss or damage occurs the Vessel, trailer, personal property or the liability of the Assured is, or would but for this insurance, be covered by any other insurance. If, however, the Insured Value of the property covered by this Policy or the indemnity provided by this Policy is greater than the Insured Value or indemnity provided by such other insurance we shall, subject to the terms and conditions of this Policy, pay the difference.

Section 14 - Assignment

We shall not recognise any assignment of or interest in this insurance or of any money which may become payable under this insurance nor will any assignment be binding upon us unless a dated notice of such assignment or interest in the Policy signed by you and by any assignor in the case of subsequent assignment is produced to us and such assignment is produced before payment of any claim or return of premium thereunder.

Section 15 - No Claims Bonus

If you renew this Policy, provided it is not stated in the Schedule that the no claims bonus shall not apply you will be entitled to a reduction of premium on renewal.

In the event of no claims arising under this insurance, the same having been in force for 12 consecutive months (including an In Commission period of not less than 4 months), the amount of the reduction will be:

- If no claims arises in respect of 1 year 5%
If no claim arises in respect of 2 consecutive years 10%
If no claim arises in respect of 3 consecutive years 15%
If no claim arises in respect of 4 consecutive years 20%
If no claim arises in respect of 5 consecutive years 25%

Provided always that the bonus is only payable if the insurance is renewed and remains in force for a further period of 12 months (including an In Commission period of not less than 4 months). Nothing in this clause shall imply any obligation upon us to offer renewal or for you to renew.

Section 16 - General Exceptions which apply to the whole Policy

This Policy does not insure the Vessel or tender of dinghy, trailer or Personal Effects against, and we will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from out of or in connection with:

Radioactive Contamination

- 16.1.1 ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- 16.1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- 16.1.3 any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;

Sonic Bangs

- 16.2 pressure waves caused by aircraft or other aerial devices;

Legal Process

- 16.3.1 capture, seizure arrest restraint detainment confiscation or expropriation, by or under:
- 16.3.1.a the order of the government or any public or local authority of the country in which the Vessel is owned or registered;
- Or**
- 16.3.1.b quarantine regulations or by reason of infringement of any customs or trading regulations;
- 16.3.2 the operation of ordinary judicial process, failure to provide security or to pay any fine or penalty or any financial cause;

Delay

- 16.4 any loss, damage or liability caused by or arising from delay.

Useful Contacts

British Marine Federation:	01784 473377
Financial Services Authority:	0207 0661000
Inland Waterways Association:	01923 711114
International Sailing Federation:	02380 635111
Marine Leisure Assoc (inc Yacht Charter Assoc):	02380 293822
Maritime & Coastguard Agency:	0870 6006505
Royal National Lifeboat Institution:	0845 1226999
Royal Yachting Association:	0845 3450400
Yacht Brokers, Designers & Surveyors Assoc:	01730 710425