

Yacht & Pleasure Craft Insurance Policy

**Introduction**

Your Policy and **Certificate** form a legally binding contract between **Us** and you, the **Assured**. Please read these documents carefully. The cover that you have is as shown on the **Certificate**. 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 an insurance advisor you should communicate with **Us** through them. You have a duty to take care that any relevant information provided to **Us** is true and accurate to the best of your knowledge and belief. If you do not this may result in your insurance being invalid.

The security for the DeNovo Yacht & Pleasurecraft Insurance Policy is provided by certain Underwriters at Lloyd's of London, each for their own part and not one for another. The lead Insurer is XL Catlin Underwriting Agencies Limited who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (Firm Reference No: 204848) and the Prudential Regulation Authority (Firm Reference No: 208848).

**Cooling Off Period (Consumers Only)**

If you decide that you do not wish to proceed then you can cancel the Policy by writing to DeNovo Underwriting Agencies Limited or your insurance advisor within 14 days of either the date you receive your insurance documentation or the start of the policy period whichever is the later. Provided you have not made a claim **We** will refund the premium and no fee will be charged if the policy is cancelled in the Cooling Off Period.

**Jurisdiction**

The parties are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary the law applicable to this insurance shall be English Law and subject to the jurisdiction of the courts of England and Wales.

The language of this Policy will be English.

**Complaints Handling**

**We** aim to provide you with a high level of service at all times, however if you have any questions or concerns about this insurance or the handling of a claim, please contact **Us** to discuss:

DeNovo Underwriting Agencies Limited  
Quay View  
Admiral's Court  
Quay Road  
Lymington  
Hants  
SO41 3ET

E-mail: [jd@denovo-group.com](mailto:jd@denovo-group.com)  
Telephone: 01590 670055  
Fax: 01590 670155

In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to the Complaints Manager at XL Catlin Underwriting Agencies Limited. The address is:

Complaints Manager  
XL Catlin Underwriting Agencies Limited  
20 Gracechurch Street  
London  
EC3V 0BG

Email: [xlcatlinukcomplaints@xlcatlin.com](mailto:xlcatlinukcomplaints@xlcatlin.com)  
Telephone Number: +44 (0) 20 7743 8487

If you remain dissatisfied after XL Catlin has considered your complaint, you may refer your complaint to Lloyd's. Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How **We** Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from XL Catlin at the above address or from Lloyd's at:

Lloyds' Complaints  
One Lime Street  
London  
EC3M 7HA

If you remain dissatisfied after Lloyd's has considered your complaint, or you have not received a decision by the time XL Catlin and Lloyd's have taken 8 weeks overall to consider the complaint you may refer the complaint to The Financial Ombudsman Service at:

Exchange Tower  
London  
E14 9SR  
United Kingdom

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

From within the United Kingdom:

Telephone Number: 0800 0234 567 (free for people phoning from a "fixed line", for example, a landline at home)

Telephone Number: 0300 1239 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

From outside the United Kingdom:

Telephone Number: +44 (0) 20 7964 1000  
Facsimile Number: +44 (0) 20 7964 1001

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## Yacht & Pleasure Craft Insurance Policy

**Definition of Words - The following words and expressions shall have the same meaning wherever they are used in the Policy or Certificate, unless the context otherwise requires.**

**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.

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

**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 Range:** The geographic area as shown on the Certificate.

**Damage/d:** Accidental loss, destruction or damage.

**Endorsement:** An alteration to the Policy agreed by Us in writing.

**Excess:** The sum shown on the Certificate 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 Total 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.

**Family:** Any Family (including adopted children, step-children and foster children), fiancé(e)s, co-habitees or partners.

**Houseboat:** The Vessel will be considered to be used as a Houseboat if during the Laid Up period any authorised person sleeps upon it for more than 4 nights in succession or for more than 10 nights in any calendar month.

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

**Insured Value:** The sum(s) noted on the Certificate 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 Certificate. 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 Certificate 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 Laid Up period nor undergo major refit or repair unless We give permission in writing and issue an Endorsement to that effect.

**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 Certificate and any further period agreed by Us in writing.

**Personal Accident:** 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 Certificate.

### Definition of Words (Contd...)

**Personal Effects:** Possessions belonging to you and members of your Family who live with you, or who would live with you if not at an educational establishment or in the Armed Forces, 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.

**Speedboat:** A mechanically powered Vessel less than 9 metres in overall length with an actual or designed maximum speed which exceeds 17 knots.

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

**Vessel:** The Vessel(s) 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 Certificate. The term "Vessel(s)" does not include consumables or Personal Effects.

**We/Us/Our/the Insurer(s):** Any reference to 'We', 'Us', 'Our' or 'Insurer' means certain Underwriters at Lloyd's of London.

**War:** War, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power. Any derelict mines torpedoes bombs or other derelict weapons of War.

**Strikes:** Strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions.

**Terrorism:** Any act of Terrorism, being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted.

Any person acting from a political, ideological or religious motive.

Yacht & Pleasure Craft Insurance Policy

**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;
  - 1.1.2 theft;
  - 1.1.3 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 is 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.

## Yacht & Pleasure Craft Insurance Policy

### 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 affected by 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 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 defective 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 **Certificate**. If the replacement cost exceeds the sum stated, you shall be considered 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**.
- 2.13. loss or **Damage** to electrical or mechanical equipment caused by electronic or computer breakdown or failure.
- 2.14. any loss caused by **War**.
- 2.15. any loss caused by or resulting from **Strikes**.
- 2.16. any loss caused by or resulting from **Terrorism**.
- 2.17. claims which occur whilst the **Vessel** is being used for unlawful purposes or operated in an unlawful manner.
- 2.18. if the **Vessel** tows or is towed, except as is customary or in an emergency.

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**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 that is 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 do 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. **We will cover you 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 a **Total or Constructive Total Loss**;
  - 5.2.4. jewellery, antiques, works of art, china, glass, consumable stores, furs, guns, 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, **Family**, or any person on board the **Vessel** with your consent;
  - 5.2.6. breakage of articles 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**.

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**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 **Certificate** if there is a **Total** or **Constructive Total Loss**.

**Reinstatement of Loss**

- 6.1.1 **We** may at **Our** 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 **Us** to achieve an exact restoration. If **We** elect to reinstate or replace, the **Insured** shall take all reasonable steps to provide **Us**, when required, with such plans, specifications and information as may be considered necessary or expedient for the purpose. If an item **Damaged** by an insured peril is repaired and as a result its value increases **We** 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 **Certificate**; 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 **Certificate**.

**Deductions**

- 6.3. **We** shall be entitled to deduct at **Our** sole discretion:
- 6.3.1. up to 1/3rd 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 2 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**.

**Section 6 - Amount Payable (Contd...)**

**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, for Vessels up to 3 years of age **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** written 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.**

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**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 affected by alcohol or drugs.
- 8.2. arising out of any 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, wake - boarding and ski-biscuit/donut;
  - 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, wake-boarding and ski-biscuit/donut;
  - 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, leg or foot.
- 9.1.3. Permanent total disablement shall mean disablement which entirely prevents the **Insured** person from attending to any business or occupation for which the **Insured** person is reasonably suited by training, education or experience and which lasts 12 consecutive months and at the end of that period is beyond hope of improvement.
- 9.1.4. Loss of Sight shall mean the permanent and total loss of sight which **We** will consider as having happened:
  - (i) in both eyes, if the **Insured** person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist;
  - (ii) in one eye if, after correction, the degree of sight the **Insured** person has left is 3/60 or less on the Snellen scale.

**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 12 calendar months from the date of the accident causing the injury.

**Section 9 - Personal Accident (Contd...)**

**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 1 item on the Schedule of Compensation in respect of 1 accident. In the event that an accident covered hereunder shall result in the death of an **Insured** Person within 12 months of the date of the accident 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, Strikes and Terrorism**.

Yacht & Pleasure Craft Insurance Policy

**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:

**Assignment of the Policy**

10.1.1 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 1 transaction or series of transactions to the same person;

**Private Pleasure Use**

10.1.2 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**

10.1.3 if the **Vessel** is used as a **Houseboat**;

**Cruising Range**

10.1.4 if the **Vessel** is navigating outside the **Cruising Range**;

**Laid Up Period**

10.1.5 if the **Vessel** is not **Laid Up** at the location, and for the period, shown on the **Certificate**;

**Modification**

10.1.6 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**

10.1.7 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**

11.1. You should establish the cause of the loss, **Damage** or liability and advise us as soon as possible. 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 7 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, where issued;

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 5 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 written 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.

Yacht & Pleasure Craft Insurance Policy

**Section 12 – Cancellation**

- 12.1. The Policy may be cancelled by **Us** giving 30 days written notice, 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 **Certificate** 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.

**Please Note:**

The full No Claims Discount will be restricted if the application of it would take the premium below the minimum allowed by **Us**.

**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.

## Yacht & Pleasure Craft Insurance Policy

### Prudential Regulation Authority and Financial Conduct Authority

XL Catlin Underwriting Agencies Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (Firm Reference No: 204848) and the Prudential Regulation Authority (Firm Reference No: 208848). Further details can be found on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).

### Financial Services Compensation Scheme

XL Catlin Underwriting Agencies Limited is covered by the Financial Services Compensation Scheme. The **Insured** may be entitled to compensation from the scheme if **We** are unable to meet **Our** obligations under this contract of insurance. If the **Insured** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk).

The Financial Services Compensation Scheme excludes all contracts of insurance for yachts and their liabilities.

### (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not a party to this contract of insurance has no right under The Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract of insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

### Data Protection Act 1998

You should understand that any information you have provided will be processed by **Us**, in compliance with the provisions of The Data Protection Act 1998 & only for the purposes of providing insurance and handling any claims or complaints. This may necessitate providing such information to third parties.

### Sanction Limitation and Exclusion Clause

No **Insurer** shall provide cover and no **Insurer** shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that **Insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### Useful Contacts

British Marine Federation:	01784 473377
Financial Conduct Authority:	0800 111 6768
Inland Waterways Association:	01494 783453
International Sailing Federation:	0845 345 0400
Marine Leisure Association:	01784 223640
Maritime & Coastguard Agency:	02380 329100
Royal National Lifeboat Institution:	0845 045 6999
Royal Yachting Association:	02380 604100
Yacht Brokers, Designers & Surveyors Association:	01730 710425