

Porthcawl Insurance Consultants (UK) Limited
'PIC/Allianz – Yacht & Motor Boat Policy'
(excluding machinery damage extension)

Introduction and Preamble

This policy is based upon the details submitted to and accepted by Porthcawl Insurance Consultants (UK) Limited and is subject to the payment of the policy premium.

Definitions Incorporated into this Policy

Insured

The person(s) or corporation or society or association named in the certificate and who have an insurable interest in the Vessel insured.

Agent

The company or person acting as the Insureds insurance adviser, intermediary and or broker.

Average

In the event that the Personal Effects covered by this Insurance shall at the time of loss be of greater value than the sum insured under the heading Personal Effects, then the Insured shall only be entitled to recover in the same proportion that the limit bears to the total value of the Personal Effects due to there being under insurance.

Certificate/Schedule

The page or pages attaching to and forming part of this policy which show; the Insured, Vessel, navigation limits, mooring location and type, laid up dates (as applicable) and policy endorsements which apply to the policy contract. Such certificate to be signed by an employee of the Company.

in Commission

The period when the Vessel is prepared and ready for the Insureds immediate use.

laid up out of Commission

The period when the Vessel is not prepared and shall not be used by the Insured, except for the purpose of storing; ashore or on marina berth or whilst undertaking customary maintenance in preparation for the next season's use (in Commission.)

the Company

Porthcawl Insurance Consultants (UK) Limited acting on behalf of the Insurers as stated in the Certificate/Schedule who provide the security for this policy.

Excess/deduction

The first amount of any claim which is payable by the Insured. Insurers pay in excess of this amount.

House boat use

Where the Vessel is used as a permanent address/residence or lived on board whilst laid up out of commission, by the Insured or other persons.

Personal Effects

Personal possessions belonging to the Insured and or family and or passengers including sailing gear (wet weather and leisure wear) and equipment (binoculars, navigational aids, safety equipment, telescopes, etc.) that is not permanently kept onboard the Vessel, and would not be normally sold with the Vessel. Excluding perishable or consumable items of any nature, money, credit cards, jewellery, fishing gear or moorings.

Private and pleasure use only

Where the Vessel shall only be used by the Insured for pleasure purposes and shall not be used for any charter, hire, reward, commercial or business use, unless the Company agree otherwise in writing.

Sum Insured

The **Agreed Value** of the insured property, for the purpose of fixing the maximum amount payable in the event of accidental physical loss or damage covered herein.

Insured Property

As specified in the certificate; the Vessel, dinghy and or boat and or tender, liferaft, outboard motor(s), trailer and special equipment which would normally be sold with the Vessel, plus Personal Effects.

Vessel

Includes; hull, engines, machinery and connections, equipment, spars, sails and rigging.

Section 1. Loss or Damage to the Vessel Insured

A - Risks Covered

This policy will indemnify the Insured for accidental physical loss or damage sustained to the Insured Property, occurring during the period of the policy as per Section 3.D. including, salvage charges and or sue & labour charges. Subject always to clauses B Exclusions, clauses C Sum Insured and Maximum Limit of Indemnity and Section 3. General Policy Conditions and Exclusions and Section 4. Claims - Conditions and procedures.

B - Exclusions

This policy will not indemnify the Insured for physical loss or damage sustained to the Insured Property in respect of;

1. or caused by; wear and tear, deterioration, maintenance, the ordinary action of wind and waves, negligence or breach of contract in respect of any repair or alteration work carried out for the account of the Insured.
2. loss of use, delay or depreciation.
3. defect or error in design or construction, alteration in design or loss or expenditure incurred solely in remedying a fault in design, a latent defect (consequential damage may be recoverable, subject to all other terms conditions and limitations set out in this policy.)
4. engine(s), machinery, electrical or electronic equipment unless the loss or damage is caused by the insured Vessel being; struck by lightning, immersed as a result of heavy weather or stranded, sunk, burnt, on fire, or in collision or contact with any external substance (ice included) other than water or following an accidental incursion of water into the Vessel.
5. the failure or malfunction of any piece of working equipment or machinery, whether electrical, electronic or mechanical due to failure to recognise the change of any date whatsoever.
6. theft of any gear or equipment (including tenders, outboard motors, personal effects and the like) unless in consequence of forcible entry into locked and secured, place of storage, Vessel, onboard storage locker(s) or forcible & violent removal from the exterior of the Vessel or theft of a trailer unless, it is immobilised by two independent methods including a wheel clamp and hitch lock or kept in locked and secured building.
7. scratching, denting, bruising or marring of paint whilst Vessel is in transit other than under own power on own bottom.
8. loss or damage to the Vessel if it; exceeds 9m in length overall whilst in transit by road sea rail or air conveyance, is not conveyed upon purpose built trailer or cradle, is not adequately packed and prepared for the transit undertaken, subject not outside the limits of the policy as set out in Section 3.G.
9. loss or damage whilst the Vessel is used as a House boat.
10. loss or damage whilst the Vessel is under going major repair and or alteration.
11. spars, sails, or rigging whilst the Vessel is competing or partaking in racing other than local club or class association racing events, subject always to the limitations noted in C.4. below.
12. the Vessel whilst ;
 - a. being towed except where in distress or in need of urgent emergency assistance or as may be necessary to enter harbour or mooring location.
 - b. towing another vessel(s) except where such vessel(s) is/are in distress or need of urgent emergency assistance.
13. un-repaired damage in the event of a subsequent total loss.
14. loss or damage to vessels over 10.5m length overall if used single-handedly and all vessels whilst used single-handedly during the hours of sunset and sunrise.

C - Sum Insured and Maximum Limit of Indemnity

The maximum sum payable by Insurers under this section of the policy following accidental physical loss or damage suffered by the Insured Property arising from the same event will be as follows;

1. the reasonable cost of repairing or replacing the part lost or damaged up to but not exceeding the 'Sum Insured' in the Certificate/Schedule.
2. in respect of sue and labour charges an amount being equivalent to the reasonable costs which were incurred in minimising loss or damage covered under this policy up to but not exceeding the 'Sum insured' in the Certificate/Schedule.
3. in respect of Personal Effects the limit any one item is £500 (or currency equivalent) unless specifically declared to and accepted by underwriters in writing, but not exceeding the total amount stated in the Certificate/Schedule under the heading Personal Effects, where there has been under insurance an average adjustment may be applied.
4. in respect of spars, sails and or rigging, up to 25% of the 'Sum Insured' unless otherwise stated in the Certificate/Schedule, subject to a 1/3rd deduction from this amount for claims occurring whilst the Vessel is racing.

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Section 2. Legal Liabilities to Third Parties Arising from Ownership of the Insured Vessel

A - Risks Covered

This policy will indemnify the Insured for amounts that the Insured becomes legally liable to pay and shall pay arising from their interest and ownership of the insured Vessel following accidental loss, damage or injury occurring during the currency of the policy as per Section 3.D, including;

legal costs which the Insured is compelled to pay in contesting liability or taking proceedings to limit liability subject to the Company's written approval, navigation by any other person subject to the Insureds agreement and permission benefit shall only pass to the person navigating or in charge of the Vessel at the written request of the Insured, removal of wreck expenses following loss or damage covered by Section 1. of the policy and removal of wreck expenses incurred in removing the wrecked Vessel from property owned by or leased by the Insured following loss or damage covered by Section 1. of the policy.

Subject always to clauses B Exclusions, clauses C Maximum limit of indemnity and Section 3. General Policy Conditions and Exclusions, Section 4. Claims - Conditions and Procedures.

B - Exclusions

The policy will not pay for liability or expense or cost arising from;

1. directly or indirectly under Workmen's Compensation or Employer's Liability Acts and any other Statutory or Common Law liability in respect of accidents or illness of workmen or any other persons employed in any capacity whatsoever by the Insured, or by any person to whom the protection of this policy is afforded by reason of the above provisions, in on or about or in connection with the insured Vessel or materials or repairs.
2. the navigation of the Vessel by any person who operates or is employed by the operator of a shipyard, repair yard, marina, slipway, council, yacht or sailing club, sales agency or yacht broker or any other similar organisation, which is responsible for or has a duty of care for the Vessel or arising from any contractual agreement in respect of the Vessel insured by this policy.
3. the liability to or incurred by any person engaged in aqua planing or riding on an inflatable or rigid recreational toy or paragliding or sky kiting of any nature whatsoever.
4. or whilst the Vessel is in transit attached to or has broken away from or becomes accidentally detached from, a motor vehicle.
5. or whilst the Vessel is being towed or undertaking a tow, except as may be customary to enter harbour or mooring location or to tow a vessel(s) which is/are in distress or in need of urgent emergency assistance.
6. punitive or exemplary damages or fines of whatsoever nature howsoever described.

C - Maximum Limit of Indemnity

1. The liability of Insurers under this section of the policy, in respect of any one accident or series of accidents arising from the same event, shall not exceed the limit as stated in the certificate/Schedule.
2. Where the Insured has incurred legal costs under clause C.1 and where the Company have given written approval Insurers will also pay the legal costs which the Insured incurs or is compelled to pay up to the limits as stated in the Certificate/Schedule.
3. In respect of sue and labour charges Insurers will pay a sum being the reasonable costs which were incurred in minimising amounts payable herein, up to but not exceeding the limit as stated in the Certificate/Schedule.
4. If the amount recoverable under clause A exceeds the limit under clause C.1 then any legal costs incurred will only be recoverable in the same proportion that the limit bears to the total amount of the liability the Insured is due and compelled to pay.
5. Nothing in the provisions above shall increase Insurers Liability beyond the amount shown in the Certificate/Schedule for this Section of the policy.

Section 3. General Policy Conditions and Exclusions

A - Law and Jurisdiction Applicable

This contract will be governed by English law and practice and shall be subject to the exclusive jurisdiction of English courts.

B - Duty of the Insured, General Policy Exclusions

1. The Insured shall use their best endeavours to avert and minimise any loss or damage that may be covered by this policy.
2. This policy excludes all loss or damage or liability or expense or cost directly attributable to the wilful misconduct or gross negligence or illegal act of the Insured. Further all benefit under the policy shall be forfeited if any claim be in any respect fraudulent or intentionally exaggerated.
3. The Insured shall ensure that the Vessel is kept in a seaworthy condition at all times.
4. This policy excludes all loss or damage or liability or expense in respect of Vessels under 6m length overall which are moored unmanned afloat (excepting tenders of the main Vessel)-unless agreed by Porthcawl Insurance Consultants (UK) Ltd and stated on the certificate of insurance.
5. The Vessel shall have adequate and customary fire protection in the galley, engine and machinery room and tanks space, however where the Vessel is capable of exceeding 17Knots or 20Mph whilst under the power of its own engine(s) / machinery or has engines or machinery exceeding 350Hp in total the Vessel shall be fitted with a fire extinguishing system in the engine and machinery room and tank space, such system(s) to have controls and monitors or alarms at all helm positions on board the Vessel, the Assured shall maintain all fire extinguishers or systems or fire blankets in good working order and shall ensure that they are certified and in date at all times during the currency of the policy.
6. Where the Vessel is capable of exceeding 17Knots or 20Mph whilst under the power of its own engine(s) / machinery this policy will exclude loss or damage or liability arising whilst racing, undertaking speed trials or tests or whilst the Vessel is being navigated or is in the charge of a person who has less than 2 years experience with similar types of craft.

C - Policy Excess/deduction

The Insured shall be responsible for the sum or sums as specified in the Certificate/Schedule or policy in respect of each and every claim that is recoverable under this policy.

D - Policy Period and Premium Payment

This policy is a **Time Policy** which shall run from 00.01hrs Greenwich mean time on the date of inception shown on the Certificate for a period of 12 months and is subject to an annual premium, to be paid in full in one payment.

E - Policy Cancellation

1. The policy shall be cancelled immediately where the premium has not been paid to the Company's Agent or the Company within 30 days of either the inception date or the anniversary date.
2. The policy shall be cancelled immediately if there is, any alteration to the Vessel where the risk of loss or damage or the value is increased, any change in the facts stated in the proposal form, however for any misrepresentation or non-disclosure of any material fact the policy will be cancelled 'Ab Initio.'
3. This policy may be cancelled subject to 30 days notice in writing by either party to the contract as follows, the Insured shall send written notice of cancellation to the Company. Where the Company wishes to cancel then notice of cancellation shall be in writing sent by post to the Insured at the address shown on the certificate.
4. The policy shall become cancelled immediately where there is a change of the main Vessel insured by this policy.
5. Return of premium shall only be made upon return to the Company of the original certificate and where there have been no claims made, known or advised for the current 12 month period, where premium is to be returned this shall be calculated as per PIC Terms of business, commencing the month following the date of cancellation.
6. The policy shall become cancelled immediately upon either assignment of interest or change of ownership or if a corporate Company a change of directors or if group of people a change of shareholders.

F - Usage

The Vessel is covered for private and pleasure use only under this policy, unless otherwise agreed in writing by the Company.

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Section 3. General Policy Conditions and Exclusions continued

G - Navigation Limitations

The Vessel shall navigate within the limits specified in the certificate, however the Vessel will be held covered subject to an additional premium being paid, in the event of an emergency situation which leads to such limits being breached.

H - Mooring Limitations

The Vessel shall be moored, used in Commission and laid up out of Commission as stated in the provisions of the certificate, any changes must be notified immediately to the Company. The Company will where such change is acceptable supply written confirmation accepting the change. An additional premium may be charged.

I - War and Strikes Exclusions

This policy excludes absolutely all loss or damage or liabilities or expenses arising from or caused by;

1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or hostile act by or against a belligerent power,
2. capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat,
3. derelict mines torpedoes bombs or other derelict weapons of war
4. strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions,
5. any terrorist or any person acting from political motive,
6. any chemical, biological, bio-chemical or electromagnetic weapon,
7. the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system.

J – Extended Radioactive Contamination Exclusion Clause

This policy excludes absolutely all loss or damage or liability or expense directly or indirectly caused by or contributed to by or arising from;

1. ionising radiations from or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel,
2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof,
3. any weapon of war employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter,
4. the radioactive, toxic, explosive or other hazardous or contaminating properties of radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

K - Any Other Insurance Condition and Exception

It is a condition precedent to Insurers liability under this contract that no claim shall be recoverable under this insurance where there is in place at the same time another insurance under which loss or damage, liability or expense described herein would be recoverable except for the existence of this insurance.

L - No Claims Bonus

Applicable to Vessels where the 'total Sum Insured' as stated in the certificate does not exceed £ 320,000 or currency equivalent. The Company at its discretion may allow the following discounts from the gross premium, subject to the vessel being in Commission for at least 3 months in each policy period;

- 12 months claims free - 5%,
- 24 months claims free - 10%,
- 36 months claims free - 15%,
- 48 months claims free – 20%,
- 60 months claims free – 25%

At the discretion of the Company it may honour no claims bonus achieved with other insurers and allow such no claims bonus to be used as though earned as set out above.

M – Medical Expenses

This policy gives cover for Doctor's or Surgeon's fees up to £250 per person or a maximum of £675 any one event, for attendance to the Insured or the Insureds passengers or guests, as the direct result of personal injuries caused by violent accidental external and visible means, sustained as a direct result of an accident involving the vessel which would be recoverable within the terms, conditions and limitations of this policy.

N – Marina Benefit Clause

Where the Vessel is marina based as specified in the Certificate of Insurance, in the event of a claim under this insurance for loss or damage to the Vessel while moored on a pontoon berth in a marina or ashore in a marina:-

- (a) the excess specified in the Certificate of Insurance shall not be deducted.
- (b) any no claims bonus entitlement shall not be affected at renewal.

Section 4. Claims - Conditions and Procedures

A - Notice of Accidents and Quotations for Repairs

1. In the event of an accident whereby loss or damage or liability or expense may result in a claim under this policy the Insured must give prompt notice to the Company. In the event of loss or damage the Company may require a minimum of two quotations for incident related loss or damage and reserve the right on behalf of Insurers to accept and pay only an amount equivalent to the most economical quotation.
2. If notice is not given to the Company within 12 months of the actual date of or first knowledge of an incident that could give rise to a claim under this policy, Insurers will be automatically discharged from all liability.

B - Conduct in the Case of Third Party Liability Claims

1. No liability shall be admitted or legal expense incurred without the written consent of the Company, who shall be entitled, if it so desires to take over and conduct in the name of the Insured the handling of any action, or to prosecute any claim for indemnity or damages, or otherwise, against any third party.
2. The Insured undertakes to promptly send to the Company all claims, letters, summonses, writs and the like, relating to any accident addressed to the Insured or his agents sent by authorities or by third parties.

C - Reinstatement and or Replacing

1. The Company may at its option reasonably reinstate or replace any part of the insured property damaged or destroyed instead of paying the amount of loss or damage in money, notwithstanding that the former appearance and condition of the insured property may not be precisely restored.
2. If the Company elects to reinstate or replace, the Insured shall furnish to it when required all such information as may be deemed necessary or expedient for the purpose.

Section 5. Complaints Procedures

If on any occasion our service falls below the standard you would expect us to meet, you should contact the Managing Director at PIC (UK) Ltd at;

Porthcawl Insurance Consultants (UK) Limited
43 Mary Street
Porthcawl, Mid Glamorgan
CF36 3YN

Tel: 01656 784866
Fax: 01656 784872
E-Mail: reception@porthcawl-insurance.co.uk

If following contact with the above, you feel that you require further assistance then please write to either the Lloyd's Complaints Department or the Company as set out in the Certificate/Schedule attaching to this policy.

If the policy is in the name of a company, society, association or any name other than a private individual(s), then any complaint would fall outside the remit of the Insurance Ombudsman.