



Your Policy



Euromarine Insurance Services Limited

Introduction

This is your 'Sailplan' Policy, explaining your insurance protection in detail. Please read it carefully and keep it in a safe place.

The cover you have is shown on the **schedule** and by the **Special Endorsements** which are specified. Please check your policy **schedule** to ensure that the details we hold are correct.

If the Policy and **schedule** do not provide you with the protection you want either now or at any time in the future please contact:

EIS Limited,
Euromarine House,
18 St Peters Park Road
Broadstairs,
Kent
England CT10 2BL

Irish Office:
The Square,
Newport,
Co. Tipperary,
Ireland

In the case of any query, please note your policy number specified on your schedule.

What your policy provides

Your Sailplan policy gives you the protection you need.

- Accidental loss or damage cover
- Legal Liability cover
- Personal Accident benefits
- Choice of a range of optional covers
- Use of our Helpline Service, 24 hours a day, 365 days a year.

This is a very brief outline of the benefits available.

If your vessel is damaged or stolen, please contact your Insurance Adviser immediately at the address given at the front of this booklet. If you need help outside normal office hours, call Helpline on 0800 555 333.

Your Cancellation rights

You have the right to cancel your policy during a period of 14 days after the later of the day of purchase of the contract or the day on which you receive your policy documentation.

If you wish to do so, and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid.

Alternatively, if you wish to do so and if the insurance cover has already commenced, you will be entitled to a refund of the premium paid, subject to a deduction for the time for which you have been covered. This will be calculated on a pro-rata basis for the period in which you received cover and will include an additional charge to cover the administrative cost of providing the policy.

To exercise your right to cancel your policy, please contact EIS Limited, Euromarine House, 18 St Peters Park Road, Broadstairs, Kent, England CT10 2BL.

If you do not exercise your right to cancel your policy, it will continue in force for the term of the policy and you will be required to pay the premium as stated.

Helpline

Your Sailplan policy entitles you to all the benefits of our 24 hour a day Helpline service.

Helpline provides a range of services designed to help you when you need it most - day or night.

Whatever the problem, friendly help is only a phone call away.

24 Hour Claims Assistance

Our staff are available round the clock to help you, whether you need a claim form, advice on claims procedures or assistance to resolve a problem

Call us free - as often as you like.

Helpline 0800 555 333

24 Hour Legal Advice

A team of qualified legal staff is available night and day to advise you, or any member of your immediate family living with you, on any personal legal problem

You will be advised of your legal rights and what courses of action are open to you. All the advice is confidential and there are no consultation fees - all you pay for is the phone call.

Legal Advice 0845 300 1899

The contract of insurance

The 'Sailplan' Policy is an agreed value contract of indemnity between Aviva and you, the Policyholder, and is formed by your proposal and this Policy document.

On the basis of disclosures and the declaration made by you in your proposal and, subject to the terms of the Policy and any Special Endorsements to it, Aviva will insure you against any legal liability, loss or damage which may occur during the period of insurance for which the premium has been accepted.

On behalf of Aviva.



*Authorised signatory Igal Mayer
Chief Executive UK Insurance*

IMPORTANT

You must tell us about any changes which may affect your policy and which have occurred either since the policy started or since the last renewal date. If you are not sure whether certain facts are relevant please ask your Insurance Adviser at the address given at the front of this booklet. Your policy may not be valid or the policy may not cover you fully if any relevant information is not disclosed. You should keep a written record (including copies of letters) of any information you give to us, or your Insurance Adviser when you renew this policy.



Aviva Insurance Limited

Registered in Scotland No. 2116

Registered Office: Pitheavlis, Perth, Scotland PH2 0NH

Authorised and regulated by the Financial Services Authority

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Definitions

The words and expressions set out below will, wherever they appear in bold print in this policy or schedule, have the following meanings:

We/Us/Our/Aviva

Aviva Insurance Limited.

Any reference in this policy to we/us/our is a reference to Aviva Insurance Limited.

EIS/E.I.S. Limited

The underwriting agents for this policy.

Euromarine Insurance Services Limited. Registered office Euromarine House, 18 St. Peters Park Road, Broadstairs, Kent CT10 2BL. Registered No. 2869815.

Policyholder

means the person, persons or company named on the schedule as the Policyholder. Any reference in this policy to you or your is a reference to the Policyholder.

Skipper

means either the Policyholder or any person nominated by the Policyholder to be in control of the vessel whilst underway. A skipper must have suitable experience to handle the vessel for its declared use and shall disclose to Aviva details of any accident or loss in the last 5 years in connection with any vessel used or owned.

Schedule

means the pages included with your policy booklet which form part of your policy. The schedule shows your details and those of the vessel; the period of insurance; the laid up period and location; the agreed value; the cruising range; any special endorsements stated as being included; the excess; and the premium.

Agreed Value

means the sum insured of the vessel, and any other item described on the schedule, which has been agreed between Aviva and the Policyholder. The sum insured shall be either the price paid for the vessel, and any other item described on the schedule, or an independent surveyor's written valuation which has been agreed between Aviva and the Policyholder.

Vessel

means the insured vessel, as detailed on the schedule, including hull and machinery, gear, sails, masts, spars and rigging, and items which would normally be sold with the vessel if it changed hands. This includes trailers, outboard motors, life rafts, and tenders, (permanently marked with the name or number of the vessel), whose agreed value is specified on the schedule.

Machinery

Includes main or auxiliary engines, electrical and electronic equipment, cables and fittings and hydraulic equipment, piping and fittings, boilers, shafts and propellers.

Personal Effects

means personal possessions belonging to the Policyholder which are used on board the vessel whilst in commission, but would not normally be sold with the vessel, and whose agreed value is specified on the schedule. This term includes weather clothing, life jackets, safety equipment, wet suits and water skis. Note - Unless specially agreed by us, the maximum sum we will pay in respect of any one item is £250

Navigation Equipment

means items of electronic equipment which form part of the integral fittings of the vessel, or portable items of electronic equipment belonging to the Policyholder which may have been purchased separately, which are used on board the vessel whilst in commission, and whose agreed value is specified on the schedule.

Note - Unless specially agreed by us, the maximum sum we will pay in respect of any one item is £500.

Warranty/Warranted/Warranties

A warranty applying to the policy is a promise by you to comply with or fulfil particular facts or circumstances, and/or to confirm that a general state of affairs does or does not exist. Cover will cease to operate from the time any warranty is breached.

Special Endorsement

A variation to the terms of the policy.

continued

Definitions *continued*

Excess

The amount(s) specified on the schedule, which will be deducted from your total claim for each separate incident. If an incident produces a claim for more than one separately insured item, only the highest applicable excess will apply.

The Period of Insurance

The period shown on your schedule and for which we have accepted your premium

In Commission

The period during which the vessel is fitted out and available for immediate use.

Laid Up

The period and location specified on the schedule during which the vessel is not fitted out or available for immediate use. The vessel must not be used for any purpose other than dismantling, preparing for fitting out or customary overhauling and servicing.

If the schedule specifies that the vessel is to be laid up for any period, it is warranted that the vessel will be safely laid up for the whole of the period out of commission and in the place and type of berth stated in your Proposal Form, or such other place or type of berth agreed by us in writing.

Whilst laid up the vessel must not have any consumable stores on board and all portable items, including personal effects and portable navigation equipment, must be stored ashore.

Cruising Range

means the geographical area specified on the schedule within which we have agreed to insure the vessel.

Inland Non-Tidal Waters

means inland non-tidal waters of the United Kingdom (including the Broads and Fens) or Ireland, with permission to navigate inland tidal stretches solely for the purpose of access to the non-tidal system.

Coastal Waters:

means within a twelve mile limit from the coastline. This will also include the passage between two points within the United Kingdom or within Ireland by the most direct route, even though this may take the vessel outside the twelve mile limit, but excluding passage between Great Britain, Ireland and the Channel Islands unless specifically agreed by us in writing.

Where Brest to Elbe limitations are shown this includes inland waterways of Europe not south of 46 degrees North and not east of 10 degrees East.

United Kingdom

means England, Scotland, Wales, Isle of Man and the Channel Islands.

Ireland

means Northern Ireland and Southern Ireland

Wheel Clamp

A device specifically marketed and sold as a secure method of preventing wheels turning.

Anti Theft Device

A device specifically marketed and sold as a secure method of preventing theft.

Latent Defect

Includes but is not limited to a defect which is not discovered by the exercise of reasonable care or by an inspection that you undertake, or which a person in your position would cause to be undertaken.

Actual Total Loss

An actual total loss arises where the vessel, or any other item described on the schedule, is wholly destroyed or irretrievably lost.

Constructive Total Loss

A constructive total loss arises where the vessel, or any other item described on the schedule, is beyond economic repair, where the costs would exceed the amount shown on the schedule as the agreed value. In ascertaining whether the vessel is a constructive total loss, the agreed value shall be taken as the repaired value and no account shall be taken of the damaged or break up value of the vessel or its wreck.

Section 1

Loss or Damage to the Vessel

This policy covers the vessel, and any other item described on the schedule, against loss or damage caused by accidental means, including but not limited to:

- Stress of Weather
- Stranding, Sinking, Collision or Contact
- Fire, Lightning or Explosion
- Theft (subject to the undernoted warranties)
- Malicious acts or Vandalism
- Accidents in Loading or Unloading
- Transit by Road, Rail or Ferry within the United Kingdom (subject to the undernoted warranties)

Theft Warranties

- 1 It is warranted that trailers are securely immobilised by a wheel clamp or are placed in a lock-fast building.
- 2 It is warranted that outboard motors are securely locked to the vessel by an anti-theft device in addition to the normal method of attachment.
- 3 It is warranted that loss or damage to outboard motors occurs as a result of visible forcible entry to the vessel or place of storage.
- 4 It is warranted that loss or damage to permanent fixtures of the vessel occurs as a result of visible forcible entry to the vessel or visible forcible removal from the vessel.
- 5 It is warranted that loss or damage to all other items that are not permanent fixtures of the vessel occurs as a result of visible forcible entry to the vessel or place of storage.

Transit Warranties

It is warranted that the vessel is:

- a. carried on a trailer fit for the purpose intended and towed by a suitable vehicle
- or
- b. fitted in a purpose built cradle and carried by a professional haulier
- or
- c. where suitable, securely lashed or fastened to a vehicle roof rack

Skipper Warranty

It is warranted that when the vessel is underway the skipper will be on board and in control of the vessel.

Machinery Warranty

It is warranted that loss or damage to machinery is caused by proven accidental and external means.

CLAIMS – BASIS OF SETTLEMENT

Claims for damage will be paid on the basis of the cost of repair, less the stated excess. If the costs exceed the agreed value of the vessel, or any other item separately specified on the schedule, then the vessel or item will be a constructive total loss. If a payment is made for damage that is unrepaired and the vessel is subsequently a total loss, the amount of the original payment will be deducted from any settlement figure.

At our option, we may supply a replacement, pay the cost of repairs, or make a cash payment based on the cost of an equivalent replacement, for any lost or damaged item. We shall be entitled to deduct at our sole discretion a reasonable amount from the cost of repairs or replacement to take into account any betterment or increase in value to the vessel arising out of the repairs or replacement. An adjustment will also be made, where applicable, in the settlement of your claim if the total sum insured is inadequate at the time of the loss or damage.

Claims in respect of machinery, sails, spars, standing and running rigging, canopies and protective covers, where the date of manufacture exceeds three years, shall be subject to a deduction of up to one-third of the replacement cost as new.

Claims in respect of loss or damage to personal effects or navigation equipment shall be subject to a deduction of one-third of the replacement cost as new, unless a separate agreed value for the item is specified on the schedule.

The maximum sum we will pay in respect of loss or damage arising from each separate incident in respect of any one insured item, is the item's agreed value as specified on the schedule.

We will not be liable to pay more than the sum insured on the schedule for any one accident or theft. This includes a series of accidents resulting from any one event.

Section 2

Exclusions

We will not pay for:

- 1 *loss or damage arising through or consequent upon: loss of use, ordinary wear and tear, the ordinary action of the wind and waves and/or natural decay.*
- 2 *the cost of replacing or repairing any part due to a latent defect faulty design or construction.*
- 3 *the cost of making-good any defect in repairs or alterations instructed by you, (including any consequential loss or damage arising therefrom), which result from either negligence or breach of contract.*
- 4 *loss or damage to the vessel whilst undergoing major repairs or alterations unless specifically agreed by us.*
- 5 *loss or damage to the vessel caused by chipping, scratching, denting, bruising or the cost of consequent repainting or revarnishing, arising whilst in transit.*
- 6 *loss or damage to the trailer tyres through the application of brakes or by road punctures, cuts or bursts.*
- 7 *loss or damage to motors, electrical machinery, batteries and their connections caused by:*
 - (a) *frost*
 - (b) *latent defects*
 - (c) *mechanical and/or electrical failure or derangement.*
- 8 *loss or damage to:*
 - (a) *moorings and nets*
 - (b) *fishing gear, aqua lungs, gas bottles and compressors or any other form of diving equipment unless a separate agreed value is specified on the schedule*
 - (c) *jewellery, cash, cash cards, credit cards, bank cards, travellers' cheques and consumable stores.*
- 9 *loss or damage to sails, masts, spars and attached fittings, standing and running rigging whilst racing unless Special Endorsement C - Racing Risk Extension Clause has been agreed and is specified on the schedule.*

Liabilities

This policy insures the skipper and vessel for all sums that you may become legally liable to pay by reason of your interest in the vessel arising out of accidents occurring during the period of insurance in respect of

- 1 *death or bodily injury to any person*
- 2 *damage to any other vessel or property*
- 3 *attempted or actual raising, removal or destruction of the wreck of the vessel, or any neglect or failure to raise, remove or destroy the vessel*

The limit under this section is as specified on the schedule and applies to each incident or series of incidents arising out of the same event occurring during the period of insurance.

Exclusions

We will not pay for:

- 1 *any liability to or incurred by anyone employed by you in any capacity or employed by anyone using the vessel with your permission*
- 2 *any liability arising directly or indirectly under the Employers' Liability Acts or any other Statutory or Common Law liability relating to Workmen*
- 3 *the liability of any person operating or employed by the operator of a shipyard, repair yard, slipway, yacht club, marina, sales agency or similar organisation*
- 4 *any liability to or incurred by divers whilst in the water except if caused by the proven negligent use of the vessel*
- 5 *any liability arising from accidents whilst the vessel is in transit by or attached to a mechanically propelled road vehicle*
- 6 *any liability arising from accidents whilst the vessel is in transit by rail or ferry*
- 7 *any liability to or incurred by any person whilst towing or preparing to tow a person or object, except in an attempt to preserve human life or other vessels or property.*
- 8 *any punitive or exemplary damages.*

Section 3

Personal Accident

This policy will insure you and/or your spouse against bodily injury or death caused by violent, accidental, external and visible means sustained during the period of insurance, whilst embarking, disembarking or whilst on board the vessel.

Benefits applicable (Age limits 16 to 70 inclusive)

| | | |
|---|---|--------------------|
| 1 | Death | £10,000 per person |
| 2 | Loss of one or more limbs or sight in one or both eyes | £10,000 per person |
| 3 | Permanent TOTAL disablement after 104 weeks EXCEPT when compensation is paid under item 2 above | £10,000 per person |

Special Conditions

- 1 Death or disablement must occur within one year of the injury.
- 2 This section is not applicable to any person under 16 or over 70 years of age at the date of the accident.
- 3 Compensation will not be payable under more than one of the above sections in respect of the same accident for either person.
- 4 The maximum amount payable under this section during the period of insurance is limited to £20,000

Medical Expenses

In addition to the above we will refund up to £500 for any medical expenses paid if you and/or your spouse are injured in an accident involving the vessel.

Definitions

'Loss of Sight' means complete and irrecoverable loss of sight

'Loss of Limbs' means loss by physical severance at or above the wrist or ankle or the total and permanent loss of use of an entire hand, arm, foot or leg

'Permanent Total Disablement' means permanent and total disablement from engaging in or attending to any form of profession or occupation.

Exclusions

This policy does not insure death or disablement resulting from:

- (a) *incidents occurring to anyone whilst the vessel is used for any purpose other than private pleasure.*
- (b) *suicide or attempted suicide or wilful exposure to danger (except in an attempt to save human life).*
- (c) *the influence of intoxicating liquor or drugs (other than drugs taken under medical supervision and not for the treatment of drug addiction).*

General Terms

Emergency and Salvage Charges

This policy also covers all expenses reasonably and necessarily incurred, up to the agreed value of the vessel, in the safeguarding and/or recovery of the vessel where the expenses are designed to minimise and/or avert a loss covered by the policy. Including reasonable and necessary costs incurred, with the prior written consent of Aviva, following an accident to the vessel where the expenses are designed to ascertain the extent of the loss or damage.

Legal Costs

We will be responsible for all expenses concerning Department of Transport and/or any other applicable Government Agency or Local Authority Inquiries and Coroners' Inquests and/or Legal Costs you have incurred with the prior written consent of Aviva.

Excess

You will be responsible for payment of the amount specified on the schedule for each claim except where there is a total loss or a constructive total loss.

The excess is not applicable to Sections 2 or 3 of the policy.

No Claim Bonus

We will reduce your renewal premium if no claim arises under this policy during the period of insurance, as follows:

- 5% after one year
- 10% after two consecutive years
- 15% after three consecutive years
- 20% after four consecutive years
- 25% after five or more consecutive years

Special Endorsements

IMPORTANT

The undernoted Special Endorsements apply to your policy only when specified on your schedule.

A Speed Boat Clauses

General Warranty 2 is deleted by this clause.

- 1 If the vessel is fitted with inboard machinery there is no cover for fire or explosion unless the vessel is equipped with fire extinguishing appliances to at least the following minimum requirements, properly installed and maintained in efficient working order:
 - (a) automatically operated fire extinguishers, or having remote controls from the steering position, in the engine area and, where design allows, in the tank space.
 - (b) manually operated fire extinguishers and a fire blanket which are both installed in an accessible position.
- 2 There is no cover under this policy:
 - (a) for claims occurring as a result of the vessel being stranded, sunk, swamped, immersed or breaking adrift whilst left afloat unmanned off any beach or shore, unless the mooring has been accepted and agreed by us.
 - (b) for claims occurring whilst the vessel is participating in racing or speed tests, or any connected trials.
- 3 Loss or damage to the rudder, propeller, strut, shaft, motor, electrical machinery or batteries, and their connections, caused by the vessel striking a submerged or partially submerged object whilst underway, is subject to a £100 excess in addition to the total excess specified on the schedule.

The maximum amount payable under Clause 3 during the period of insurance is limited to £1500.

B Liability of Water Skiers Clause

This policy is extended to cover liability to and incurred by anyone engaged in water ski-ing, mono ski-ing, barefooting and/or knee boarding whilst being towed or preparing to be towed by the vessel or whilst on board the vessel

The limit of indemnity is as specified on the schedule and applies to each incident or series of incidents arising out of the same event occurring during the period of insurance.

C Racing Risk Extension Clause

This policy is extended to cover loss or damage to sails, masts, spars and attached fittings, standing and running rigging whilst racing.

The amount payable is limited to two-thirds of the actual cost of repair or replacement, without deduction of the excess amount, but no more than two-thirds of the value specified on the schedule.

Special Endorsements *continued*

D Permission to Charter Clause

This policy is extended to cover the vessel let out on charter and the Charterers will be covered for the same risks as the Policyholder.

This covers the vessel for private pleasure purposes only and does not include any cover whatever if the Charterers fail to comply with the terms of the Charter Agreement.

E Liability Cover Only

It is agreed that cover under this policy is restricted to Liability Only under Section 2.

The excess and the limit of liability applicable are as specified on the schedule.

This insurance excludes Item 3 of Section 2 (Removal of Wreck) unless specified on the schedule.

F Charter Angling/Diving Clause

This policy is extended to cover the vessel whilst being operated as a pleasure charter angling/diving boat.

It is warranted that the vessel has a Valid Small Commercial Vessel Certificate in accordance with the Code of Practise for the Construction, Machinery, Equipment, Stability and Examination of Motor Vessels up to 24 Metres Load Line Length in commercial use which do not carry cargo or more than 12 passengers, as published by the Surveyor General's Office of the Department of Transport.

In addition, it is also warranted that the regulations and licensing requirements of all applicable authorities are complied with at all times.

G Netting and Potting Clause

The policy is extended to cover the vessel whilst used for static netting and potting.

Excluding all cover on nets, pots and lines whilst in use and/or any liability arising from the positioning of such gear.

H Passengers Clause

The policy is extended to cover the vessel whilst used for the carriage of fare-paying passengers, up to the number specified on the schedule.

The limit of liability is as specified on the schedule.

I Passenger Carrying Warranty

It is warranted that whilst the vessel is used for carrying fare-paying passengers, all applicable local authority regulations and licensing requirements are complied with at all times.

J Not In Use Warranty

It is warranted that the vessel will be taken and kept ashore on all occasions when not in use, and during the hours of sunset to sunrise shall be kept in a lock-fast building.

This requirement is in addition to any other security requirement specified in the policy or schedule.

Definition

'In Use' means any period the vessel is temporarily away from the normal place of storage (including whilst in transit) for the purpose of being used on water.

K No Claim Bonus

The No Claim Bonus clause does not apply to this policy.

L Personal Effects

It is agreed personal effects extends to cover Personal Contents and Household Goods, up to the agreed value specified on the schedule, against loss or damage caused by accidental and external means.

The maximum value of any single article is £250 unless a higher figure is specifically agreed by us and specified on the schedule.

Exclusions

In addition to the policy terms and conditions, this policy does not insure:

- (a) cracking, scratching or breakage of glass, china or similar fragile objects; unless such damage occurs as a result of fire, lightning or explosion, stress of weather, stranding, sinking, collision or visible forcible entry to the vessel.
- (b) loss or damage caused by moths, vermin, damp, mould, mildew, wear and tear, latent defect, gradual deterioration, mechanical or electrical breakdown or derangement.
- (c) loss or damage caused by theft or attempted theft unless occurring as a result of visible forcible entry to the vessel.
- (d) loss or damage to cash, currency, bank notes, cash cards, credit cards or travellers' cheques.
- (e) loss or damage to items used in connection with your employment or occupation and/or bonds, securities or documents of any kind.
- (f) loss or damage to jewellery, watches, furs, gold, platinum, silver, ornaments, spectacles, contact lenses, pedal cycles, sports equipment or consumable stores.

If at the time of loss or damage the total value of personal effects is greater than that specified as the agreed value on the schedule, the amount payable will be proportionately reduced.

M Houseboat Clause

It is agreed that this policy is extended to cover the vessel whilst being used as a social and domestic houseboat by the policyholder or the policyholder's immediate family.

N Single Handed Sailing

It is agreed that the vessel may be sailed single-handed by the skipper, (whose details of experience have been notified to and agreed by us), within the cruising range specified on the schedule.

Special Endorsements *continued*

O Outboard Motors Clause

It is warranted that all theft cover on the specified outboard motor is excluded until the engine number is advised to us.

The policy covers loss or damage to outboard motors through dropping off or falling overboard, warranted that at the time of the loss or damage they were secured to the vessel by a suitable safety chain or strap.

P Marina Excess

It is agreed that the policy excess does not apply to any claim arising whilst the vessel is in the marina specified on the schedule.

Q Personal Water Craft Clauses

Any reference in this clause to vessel is a reference to the Personal Water Craft specified on the schedule.

This policy covers the specified vessel subject to the following additional terms, conditions and warranties:

- 1 It is warranted that:
 - (a) the vessel is used for private pleasure purposes only.
 - (b) the vessel is kept in a lock-fast and secure residential garage at all times when not in use.
 - (c) all drivers are aged 21 years or over unless notified to and agreed by us.
 - (d) all drivers are experienced in handling a vessel of this type and power.
 - (e) the vessel is not used in areas where personal water craft are prohibited.
 - (f) the vessel is not left afloat unmanned at any time.
 - (g) where fitted to the vessel, the 'dead man's handle' is in operation at all times.
- 2 This policy excludes loss or damage caused by:
 - (a) theft of the vessel when not in use, unless occurring as a result of visible forcible entry to a lock-fast and secure residential garage. The vessel must be locked to the trailer and the trailer must be fitted with a wheel clamp.
 - (b) theft of the vessel when in use and left unattended (including whilst in transit) unless the vessel is locked to the trailer and the trailer is fitted with a wheel clamp.
 - (c) ingestion of any foreign object or substance into the mechanics of the vessel.
 - (d) launching and/or beaching of the vessel under power.

Definition

'In use' means any period the vessel is temporarily away from the normal place of storage solely for the purpose of being used on water.

- 3 There is no cover under this policy for stunt, surf racing and/or white water use.
- 4 Liability under Section 2 of the policy is as specified on the schedule.

Theft- Basis of settlement

Deductions not exceeding one-third of the agreed value may be made for wear and tear and/or depreciation.

All other terms, conditions and warranties remain unchanged.

R Frost Damage Warranty

It is warranted that all cooling water is drained from the vessel's machinery, or they are suitably protected by an anti-freeze solution during winter months.

S Skipper Charter Warranty

It is warranted that the regulations and licensing requirements of all applicable authorities are complied with at all times.

T Home Drive Warranty

In addition to security devices agreed by us being fitted and in operation, it is also warranted that whilst the vessel is kept on the driveway of the Policyholder's home address, or the address specified on the schedule, the vessel shall be chained to a permanently fixed object.

U Transit in Ireland Clause

This policy is extended to cover the vessel whilst in transit by Road, Rail or Ferry within Ireland.

It should be noted that all trailers, either coupled or uncoupled, used or situated in a public place (such as a public road/car park) must be covered by a compulsory third party insurance under a motor policy to comply with the Road Traffic Acts. Therefore, this policy includes liability to or incurred only whilst the vessel is in transit by trailer on private property, as defined by the Road Traffic Acts. If a trailer is specified on your schedule, liability to and of the trailer will operate whether coupled or uncoupled and on private property.

General Exclusions

Unless specifically agreed by Special Endorsement, this policy does not insure:

- 1 *claims arising whilst the vessel is let out on hire; charter; demonstration; or for any use other than private pleasure purposes.*
- 2 *tenders with a maximum designed speed in excess of 17 knots (20 MPH).*
- 3 *tenders unless permanently marked with the name or number of the vessel.*
- 4 *any liability accepted by agreement or contract unless that liability would have existed otherwise.*
- 5 *anyone who fails to fulfil the policy terms and conditions.*
- 6 *claims arising whilst the vessel remains afloat unmanned from 1st October to the 31st March inclusive, unless the vessel is placed in a purpose built marina, protective harbour, non-tidal waters or in a sheltered mooring which has been notified to and agreed by us.*
- 7 *loss or damage caused by:*
 - (a) *war, civil war, hostilities, revolution, rebellion, insurrection, civil strife, piracy or terrorism*
 - (b) *strikers, locked-out workmen or persons taking part in labour disturbances or riots or any form of civil commotion, or acting from a political motive.*
- 8 *claims of whatever nature directly or indirectly caused by:*
 - (a) *ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel*
 - (b) *the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof*
 - (c) *any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force of matter.*
- 9 *loss or damage arising from, or consisting of, the failure or inability of any equipment or any computer program to recognise or correctly to interpret or process any date as the true or correct date, or to continue to function beyond that date. This shall not exclude any resulting loss or damage otherwise insured by this policy.*
- 10 *loss or damage caused by or contributed to by a skipper who is under the influence of intoxicating liquor or drugs (other than drugs taken under medical supervision and not for the treatment of drug addiction).*

General Conditions

General Warranties

- 1 It is warranted that the Policyholder and/or skipper shall take all reasonable precautions to:
 - (a) maintain the vessel in a proper state of repair and seaworthiness; and
 - (b) safeguard it from loss or damage.
- 2 It is warranted that the maximum designed speed of the vessel does not exceed 17 knots (20 MPH) unless specifically declared and agreed.

General Conditions

- 1 If you wish to renew the policy you must, before renewal is agreed by us, tell us of any facts or change of circumstance which would be taken into account in the assessment or acceptance of the insurance. Failure to disclose all relevant facts may invalidate your policy, or may result in the policy not operating fully.
- 2 All gas appliances and associated equipment must be fitted by experienced persons to at least the specifications held by the British Standards Institution or equivalent European standards.
- 3 You may cancel the policy by giving us written notification, in which case you may be entitled to a return of premium provided that no claim has been made during the current period of insurance.

We may cancel this policy by sending seven days notice by recorded delivery to your last known address. A proportionate part of your premium may then be returned to you.

We also reserve the right to cancel this policy forthwith in the event of non payment of the premium or default under any instalment scheme or linked credit transaction.

No return will be made on any instalment paid
- 4 This policy will automatically terminate if the vessel is used for unlawful purposes or operated in an unlawful manner.
- 5 No interest or transfer of interest or assignment of this policy will be recognised by us unless such interest or assignment of interest is specifically agreed by us in writing. If the vessel is sold or transferred to new ownership or, where the vessel is owned by a company and there is a change in the controlling interest of the company, this policy will be cancelled from the date of the sale, transfer or change.
- 6 To the best of your knowledge and belief, the answers given on your proposal are correct and you did not then omit to disclose any relevant facts, nor on a renewal of a policy omit to disclose any new or altered relevant facts.

Claims Conditions

- 1 You must immediately take all proper and reasonable steps to minimise the effects of any incident, and prevent any further accident, injury, loss or damage resulting from the incident.
- 2 You must inform Aviva in writing as soon as reasonably possible after any loss, damage or incident. You must also inform us if you are aware of any writ, summons or impending prosecution. You, or any person acting for you, must not negotiate, admit or repudiate any claim without our written consent.

Every communication relating to a claim must be sent to us without delay.
- 3 You must inform the police, and Aviva, as soon as reasonably possible, of all incidents of theft; attempted theft or vandalism; or loss, destruction, damage or injury caused by malicious persons.
- 4 In the event of any claim, we may require you to supply us with documentary proof of purchase and/or ownership and/or proof of title of the vessel, prior to any settlement being made under the policy.
- 5 We will be entitled to decide the port to which a vessel is to proceed after damage for docking or repairs. We will also be entitled to decide where repairs will be carried out and we may obtain or require estimates or quotations for the repair of the damage.
- 6 If, at the time of any incident which results in a claim under this policy, there is other insurance covering the same liability, loss or damage, Aviva will pay only its share of the claim. This condition does not apply to the Personal Accident section.
- 7 If you or anyone acting for you makes a claim under this policy knowing the claim to be dishonest or exaggerated in any respect, we will not pay the claim and all cover under this policy will cease immediately.

We reserve the right to notify the police of any such claim

Customer Care

Complaints Procedure

Our goal is to give excellent service to all of our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all of our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the services we offer.

What will happen if you complain

- We will acknowledge your complaint within 2 working days of receipt
- We aim to resolve complaints within 5 working days
- Once an assessment and full investigation of your concerns has been made, we will respond with a decision.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update and give you an expected date of response. This will not be beyond 20 working days from when you first made your complaint.

If you remain unhappy with the decision you receive from the the local branch you may write to the Chief Executive. If you are dissatisfied with our final decision, you can refer the matter to the Financial Ombudsman Service (FOS).

The FOS will only consider your complaint if you have given us the opportunity to resolve it and you are a private policyholder, a business with a group turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million. Please follow the steps below. If however, we do not resolve your complaint within 40 working days, the FOS will accept a direct referral.

Whilst we are bound by the decision of the FOS, you are not.

Following the complaints procedure does not affect your right to take legal action.

What should I do?

The steps you should take if dissatisfied

Step 1 Seek resolution by your insurance adviser

If you are disappointed with any aspect of the handling of your insurance we would encourage you, in the first instance, to contact the manager concerned. You can write or telephone, whichever suits you, and ask your contact to review the problem.

Step 2 Refer your complaint to our Chief Executive

If you remain unhappy with the decision you receive, please write with full details including Policy number and/or claim number, to:
Chief Executive UK Insurance, Aviva, 8 Surrey Street, Norwich NR1 3NS.

An independent review of the matter will be carried out at a senior level and a final decision given.

Step 3 Refer your complaint to the Financial Ombudsman Service

If after making a complaint to us you are still unhappy and you feel the matter has not been resolved to your satisfaction please contact the FOS at:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall,
London E14 9SR
Telephone: 0845 080 1800

Please note that the Ombudsman will only consider your complaint if you have already given us the opportunity to resolve it.

The Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme ("FSCS"). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS.

Customer Care *continued*

Legal Procedure

The law of England and Wales will apply to this contract unless:

1. You and the Insurer agree otherwise; or
2. At the date of the contract you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

