

## THE EIS SAILPLAN POLICY

### SECTION 1

**This policy is an unvalued policy so that in the event of total loss to your Vessel or other property we will pay to you its market value at the time of loss not exceeding the sum shown on the Schedule. This has the advantage that you decide upon your own market value of the Vessel at each renewal.**

#### A INTRODUCTION

Here is your Plain Language Insurance Policy and Schedule. The Policy is a legally binding contract between us, underwriters at Lloyd's, through Groves John & Westrup Limited and You, the Insured.

Groves John & Westrup Limited's address is Silkhouse Court, Tithebarn Street, Liverpool, telephone number 0151 473 8000, facsimile number 0870 051 7968. All correspondence about this Policy should in the first case be addressed to Euromarine Insurance Services Limited (EIS) whose address is:

**Euromarine House  
18 St Peters Park Road  
Broadstairs  
Kent  
England. CT10 2BL**

Please read these documents carefully. The cover that you have is shown in the Schedule. If the Policy and the Schedule do not provide you with the protection you want either now or at any time in the future please inform your broker.

In providing you with your insurance coverage we relied upon the information provided in the answers you gave us on the proposal form. You must tell us of any change in this information as soon as possible, since failure to do so could invalidate your Policy. You should not wait until the next renewal date.

You are responsible to EIS for the payment of the premium.

#### B PAYMENT OF PREMIUM BY INSTALMENTS

References to the payment of premiums include payments by instalments. If you pay by this method the Policy remains an annual contract and the date of payment and the amount of the instalments are governed by the terms of the credit agreement. If an instalment is not received by the due date then subject to the Consumer Credit Act 1974 you will be given written notice giving 10 days in which to remedy the default prior to your Policy and the credit agreement being cancelled, the Policy being cancelled from the date when the payment became due.

Groves John & Westrup Limited are a Lloyds Service Company and in matters of a claim act on behalf of the Watkins Syndicate.

## **C COOLING OFF PERIOD**

Your Policy contains a "Cooling Off" period. If the Policy provided does not meet your requirements you may return the Policy to EIS Limited within 14 days of purchase. A full refund of the premium paid will be made to you provided you have not made and are not intending to make a claim under the Policy.

## **D OUR SERVICE**

It is our aim to provide the highest possible standard of service. If for any reason you are not satisfied with the service you have been given we would ask that you state your complaint in writing, marking the letter "for the attention of the Managing Director" at Groves John & Westrup Limited at the address given above. If the complaint cannot be resolved amicably you have the right to refer your complaint to the Complaints and Advisory Department at Lloyds, 1 Lime Street, London. If relevant under the terms of the Financial Service Ombudsman Scheme we must:

1. reply to you within four weeks; and
2. resolve your complaint within eight weeks. Failing satisfaction, if you are either a private individual or a business with a turnover of less than £1m and you are a resident of England, Scotland, Wales or Northern Ireland, you may then approach the Financial Service Ombudsman, South Quay Plaza, 183 Marsh Wall, London E14 9SR, telephone number 0845 080 1800, email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) who will advise whether he is able to deal with your complaint. This is in addition to any other action you may subsequently wish to take. An application to the Financial Service Ombudsman must be made within six months of being notified of our final decision about your complaint.

## **E LAW APPLICABLE TO THE CONTRACT**

1. The law applicable to this insurance contract is subject to agreement between the parties.
2. Unless a Special Endorsement to the contrary has been requested by you and agreed by us, the law applying to this contract will be as follows:
  - 2.1 if you are applying for insurance protection as a private individual, the law applicable to that part of the United Kingdom, Channel Islands or Isle of Man in which you or the first named Policy holder normally resides; or
  - 2.2 if you are applying for insurance protection in your capacity as a sole trader or as a company the law applicable to that part of the United Kingdom, Channel Islands or Isle of Man in which you have your principal place of business; or
  - 2.3 if the above does not apply, the Law of England and Wales;

## **F DATA PROTECTION ACT 1998**

To enable us to provide a fast and efficient service to our clients we operate a new centralised database of all information relating to your Policy, including information provided to us on your proposal form, information contained within the Schedule of Insurance, policy periods and renewal dates, together with any correspondence that we might exchange. Under the

Data Protection Act 1998 we need to obtain your consent for holding this information on our system. If we should need to store any additional information we will of course approach you first to obtain your permission. The information will be used for underwriting purposes and in the unfortunate event of a claim.

We may also share this information with Watkins Syndicate of Lloyds. You have signified whether or not you are agreeable to this in the proposal form and we will of course follow your requests in that respect. If you have any objections to us holding your information either in full or in part or wish to obtain details of any information we are currently holding on you, please let us know immediately or telephone our Data Protection Manager, M J Pope on 0151 473 8000.

## **DEFINITIONS**

|                             |   |
|-----------------------------|---|
| <b>Anti Theft Device</b>    | A device specifically marketed and sold as a secure method of preventing theft or such other device as may be approved by us in writing.  |
| <b>Boat</b>                 | Any type of small craft which forms part of the Vessel's equipment and is used for the operation of the Vessel and is permanently marked with the name of the Vessel. Any reference by us to the "Vessel" in the Policy includes the Vessel's boat(s) unless the context requires otherwise. A life raft or Vessel of a similar nature is not a boat. |
| <b>Brest to Elbe</b>        | Includes the inland waterways of Europe not south of 46 degrees north and not east of 10 degrees east.  |
| <b>Coastal Waters</b>       | This is the area of water within 12 miles of the high water point on the coastland or 3 miles if a Personal Watercraft.   |
| <b>Cruising Range</b>       | The geographical area specified on the Schedule.  |
| <b>Excess</b>               | The amount noted on the Schedule which will be deducted from your claim in respect of each event. If a claim is made for more than one separately insured item only the highest applicable excess will apply.   |
| <b>Houseboat</b>            | You will use your Vessel as a houseboat if anyone (other than a trespasser) occupies the Vessel as living accommodation, whether or not for the purpose of maintenance or security of the Vessel during the lay up period.  |
| <b>Immediate family</b>     | Spouse, daughter, son, father and mother.   |
| <b>In Commission Period</b> | The period when the Vessel is not required to be laid up and may be used in navigation.   |
| <b>Ireland</b>              | Means Northern Ireland and Southern Ireland.  |
| <b>Laid Up Period</b>       | The period (if any) noted on the Schedule when the Vessel must not be used for any purpose except for the carrying out of minor maintenance and repairs and must be laid up at the place named in   |

your proposal form or any other place agreed by us in writing. The Vessel must not be used as a houseboat during the laid up period nor undergo major repair or refit unless we give permission in writing and issue an Endorsement to that effect.

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.

|                             |   |
|-----------------------------|---|
| <b>Latent Defect</b>        | A defect which is not discoverable by the exercise of reasonable care or by an inspection that you undertake or which a person in your position would undertake.  |
| <b>Machinery</b>            | Includes main and auxiliary engines, electrical and electronic equipment, cables and fittings and hydraulic equipment, piping and fittings, boilers, and shafts.  |
| <b>Market Value</b>         | This is the sale and purchase price of the Vessel or its Boat(s) or outboard(s) or trailer as found between a willing seller and a willing buyer within the Cruising Range and adjacent lands at the time of the loss or damage to the Vessel or its Boat(s) or outboard(s) or trailer.   |
| <b>Navigation Equipment</b> | Electronic equipment which either forms part of the integral fittings of the Vessel, or portable items of electronic equipment belonging to you and which have been purchased separately and used on board the Vessel whilst in commission up to a sum not exceeding £500 any one item unless such other sum is agreed by us and noted on the Schedule.   |
| <b>Period of Insurance</b>  | The period shown on your Schedule and any further period agreed by us in writing, each such period being a Period of Insurance.   |
| <b>Personal Effects</b>     | Your personal possessions and those of your Immediate Family which are used on board the Vessel whilst In Commission, but which would not normally be sold with the Vessel, and for which a Sum Insured is specified on the Schedule and includes weather clothing, life jackets, safety equipment, wet suits and water skis. Up to a sum not exceeding £250 any one item unless specifically agreed by us and noted on the Schedule. |
| <b>Skipper</b>              | You or any person nominated by you to be in control of the Vessel whilst under way and who has suitable experience to handle the Vessel.  |
| <b>Special Endorsement</b>  | An alteration in writing to the terms of the Policy.  |
| <b>Sum Insured</b>          | The maximum amount we will pay to you in respect of loss of or damage to any item that has a separately shown Sum Insured on the Schedule. The Sum Insured shall not exceed the price paid for the Vessel or such other valuation that may be agreed in writing between you and us.   |

|   |   |
|---|---|
| <b>United Kingdom</b>                       | England, Scotland, Wales, Isle of Man, Northern Ireland and the Channel Islands.  |
| <b>Vessel</b>                               | <p>Vessel or Vessels specified on the Schedule, including machinery, gear and equipment, sails, mast and spars and rigging such as would normally be sold with the Vessel if it changed hands. The term Vessel does not include:</p> <ol style="list-style-type: none"> <li>1. consumables such as food, lubricants, fuel, paint etc;</li> <li>2. the trailer for the Vessel or for its Boat(s);</li> <li>3. the personal property of any person;</li> <li>4. diving, fishing or sporting equipment;</li> <li>5. moorings not carried on board;</li> <li>6. nets;</li> <li>7. fishing gear, aqua lungs, gas bottles and compressors or any other form of diving equipment;</li> <li>8. personal watercraft used as a tender to the vessel.</li> </ol> |
| <b>War, Civil Disturbance and Terrorism</b> | <p>Means:</p> <ol style="list-style-type: none"> <li>1. international war;</li> <li>2. any act of hostility by a nation or state against another;</li> <li>3. civil war, revolution, rebellion or insurrection;</li> <li>4. any person acting from a political motive or any other motive with a view to influencing HM Government or any government of a country where the Vessel may be at the time of any loss or damage occurring;</li> <li>5. the detonation of any derelict mine, torpedo, bomb or any other derelict weapon of war;</li> <li>6. labour disturbances;</li> <li>7. acts of terrorists;</li> <li>8. acts of persons in furtherance of a political motive.</li> </ol>  |
| <b>Warranty</b>                             | <ol style="list-style-type: none"> <li>1. A Warranty is a promise by you that: <ol style="list-style-type: none"> <li>1.1 Some particular thing shall or shall not be done; or</li> <li>1.2 Some condition shall be fulfilled; or</li> </ol> </li> </ol>  |

- 1.3 a particular state of affairs does or does not exist.
2. A warranty must be strictly complied with. If it is not we will be discharged from liability from the date of the breach of Warranty.
3. If you give us prior notice in writing that you wish to alter or delete a Warranty we may, at our discretion, and upon payment of any additional premium required, agree in writing to such alteration or deletion.

**Wheel Clamp**

A device specifically marketed and sold as a secure method of preventing wheels turning or such other device as may be agreed by us in writing.

**Wilful misconduct**

Includes but is not limited to conduct when under the influence of alcohol or prohibited drugs.

## SECTION 2

### LOSS OF OR DAMAGE TO THE VESSEL

#### 1. Cover

Subject to the Warranties and other terms of the Policy we will cover you in respect of physical loss of or damage to the Vessel caused by:

- 1.1 accident;
- 1.2 latent defects in the Vessel;
- 1.3 theft of the entire Vessel;
- 1.4 theft of any part of the Vessel provided that at the time of the theft the part is either:
  - 1.4.1 securely fastened to the Vessel and in the case of an outboard motor locked on by an anti-theft device in addition to its normal method of attachment; or
  - 1.4.2 inside a locked compartment onboard the Vessel or in a locked building ashore and there is evidence of forcible and violent entry to or exit from such building.
- 1.5 Malicious acts of third parties.

#### 2. Exclusions

This Policy does not cover physical loss of or damage:

- 2.1 To the Vessel caused by:
  - 2.1.1 Wear, tear or depreciation;
  - 2.1.2 Insects, marina borers, barnacles or marine growth;
  - 2.1.3 Rodents;
  - 2.1.4 Corrosion, rust, mildew, dampness or weathering;
  - 2.1.5 Electrolysis;
  - 2.1.6 Osmosis;
  - 2.1.7 Civil, criminal or administrative proceedings, action by customs officers or executive actions of a government or government department unless arising out of an event which is covered by this Policy;
  - 2.1.8 War, Civil Disturbance and Terrorism.

- 2.2 To the Vessel's Machinery unless caused by:
  - 2.2.1 The Vessel being immersed by heavy weather; or
  - 2.2.2 The stranding or sinking of the Vessel or the Vessel being on fire; or
  - 2.2.3 Impact between the Vessel and any substance including ice (but not water); or
  - 2.2.4 Freezing, providing that the Machinery has been maintained in accordance with the manufacturer's recommendations by a competent mechanic and the Machinery has been protected by an appropriate anti-freeze mixture and inserted in accordance with the manufacturer's specification; or
  - 2.2.5 Overheating of engine(s) caused by destruction to the cooling system consequent upon ingestion of an external substance.
  - 2.2.6 lightning.
  
- Theft 2.3 To outboard motors by theft unless:
  - 2.3.1 there is evidence of forcible and violent entry to or exit from the Vessel or place of storage;
  - 2.3.2 the outboard is attached to the Vessel by an Anti Theft Device in addition to its normal method of attachment.
  
- Transit 2.4 To Vessel:
  - 2.4.1 with an overall length of more than 30 feet, from any cause while being transported by land, sea or air unless we have agreed in writing;
  - 2.4.2 of any length, caused by scratching, bruising or denting during;
    - a) the preparation for transportation by land, sea or air; or
    - b) while being so transported.

### 3. Claims - Basis of settlement

We will pay the Market Value of the Vessel or its Boat(s) or outboard motor(s) up to the Sum Insured on the Schedule if:

- |                         |       |  |
|-------------------------|-------|--|
| Total loss              | 3.1   | The Vessel or its Boat(s) or outboard motor(s) is totally lost or destroyed.   |
| Constructive total loss | 3.2   | The cost of recovering and/or repairing the Vessel or its Boat(s) or outboard motor(s) will exceed the Market Value.   |
|                         | 3.3   | You have been deprived of the free use and disposal of the Vessel or its Boat(s) or outboard motor(s) as appropriate for a period of 12 consecutive months commencing during the Period of Insurance except in the case of theft when the period will be a reasonable period depending upon the facts of each individual case. |
| Partial loss            | 3.4   | For partial loss we will pay either:   |
|                         | 3.4.1 | where repairs are undertaken the cost of recovering the Vessel or its Boat(s) or outboard motor(s) and the reasonable cost of effecting repairs; or  |
|                         | 3.4.2 | where repairs are not undertaken by the end of the Period of Insurance or such later time as we agree in writing the reasonable cost of recovering the Vessel or its Boat(s) or outboard motor(s) and the diminution in market value by reason of the unrepaired damage up to the reasonable cost of effecting repairs .       |

Less the Excess up to but not exceeding the lesser of the Market Value or the Sum Insured.

### 4 Exclusions to amount payable

4.1 We will not pay the cost and expense of rectifying or repairing:

- 4.1.1 a fault in design or construction; or
- 4.1.2 any part (including the whole or any part of the hull) which is subject to a fault in design or construction or to a latent defect; or
- 4.1.3 defective workmanship carried out or materials provided by an independent contractor employed to carry out maintenance, repairs or

alterations to the Vessel at any time.

4.2 We will be entitled to deduct at our sole discretion:

4.2.1 up to one third of the replacement cost of used sails, running rigging, protective covers, canopies, masts, spars and standing rigging, outboard motors and electrical or navigation equipment;

4.2.2 a reasonable amount from the cost of repairs or replacements to take account of any betterment or increase in value to the Vessel arising out of repairs or replacement.

## 5 Additional sums payable

We will also pay the following:

5.1 expenses incurred for the purpose of averting or minimising loss or damage to the Vessel provided in each case the expense;

5.1.1 is both reasonably incurred and reasonable in amount; and

5.1.2 results from an event (or the possibility of an event) for which there is or would be cover under this Policy.

5.2 The costs of removal of any wreck of the Vessel from any place owned, leased or occupied by you.

5.3 The reasonable costs of inspecting the bottom of the Vessel after grounding even if no damage is found.

The amounts payable under this part of this section will be subject to the Excess and the total amount recoverable under this section and arising out of any one event is limited to the Market Value of the Vessel.

## 6 Option

We may at our option either supply a replacement for any Vessel, Boat or outboard motor or part of a Vessel lost or destroyed, pay the cost of repairs, or make a cash payment based on the cost of an equivalent replacement.

## **7 Average**

In the event that the Vessel, Boat or Outboard Motor suffers a partial loss and the Sum Insured is less than the Market Value we will only pay to you a proportion of the costs of recovery and/or repair before deduction of the Excess such proportion being that proportion of the costs of recovery and/or repair as the Sum Insured bears to the Market Value.

## **SECTION 3**

### **Liabilities**

#### **A Cover for liability to third parties**

##### **Cover**

1. Subject to the Warranties and the other terms of the Policy we shall cover you and any Skipper in respect of legal liability to another person arising out of interest in or use of the Vessel (including wreck removal and damage caused by oil pollution).

#### **B Exclusion to cover for liability of third parties**

##### **Persons not covered**

1. This Policy does not cover the liability of the following persons:
  - 1.1 any person employed under a contract in connection with the Vessel other than captain or crew employed by you;
  - 1.2 any person whilst engaged in any sport which involves being towed by the Vessel unless Special Endorsement B has been agreed and noted on the Schedule;
  - 1.3 any person whilst engaged in snorkelling, aqualung diving or other underwater sport including whilst disembarking or boarding unless caused by the negligent navigation of the Vessel;
  - 1.4 any person operating or employed by the operator of a shipyard, repair yard, slipway, yacht club, marina, sales agency or similar organisation;
  - 1.5 any person operating or employed by the operator of a railway or ferry.

#### **C Exclusions to cover for liability to third parties**

##### **Liability not covered**

1. This policy does not cover liability to the following persons:
  - 1.1 any person employed under a contract in connection with the Vessel;
  - 1.2 any person while engaged in any sport which involves being towed by the Vessel unless Special Endorsement B has been agreed and noted on the Schedule;
  - 1.3 any person while engaged in snorkelling, aqualung diving or other underwater sport from the Vessel including whilst disembarking or boarding unless caused by the negligent navigation of the Vessel;

- 1.4 any person operating or employed by the operator of a shipyard, repair yard, slipway, yacht club, marina, sales agency or similar organisation;
- 1.5 any person operating or employed by the operator of a railway or ferry.

#### **Wilful misconduct**

2. We shall not cover liability caused or contributed to by recklessness or wilful misconduct on your part or that of any Skipper.

#### **Trailers**

3. We shall not cover liability to third parties:
  - 3.1 caused or contributed to by the trailer becoming detached from the towing vehicle provided such towing vehicle is subject to road traffic legislation;
  - 3.2 as a result of an accident occurring on a highway or public or private place whilst the trailer is attached to the towing vehicle;

#### **Contractual Liability**

4. We shall not cover liability arising out of contract.

### **D Amount payable in respect of third party liability**

We shall pay the following:

- 1.1 the amount for which you or any Skipper is held legally liable to pay a third party, up to the Sum Insured noted on the Schedule in respect of any one event; and
- 1.2 the costs of you or any Skipper in defending any claim brought against you or any Skipper provided such costs are incurred with our prior written consent; and
- 1.3 your costs or those of any Skipper at any inquest, inquiry or similar proceeding, provided that such costs are incurred with our prior oral or written consent.
- 1.4 In the event that we indemnify more than one person our total aggregate liability will not exceed the Sum Insured noted on the Schedule.

#### **Exclusions to amount payable**

#### **Fines**

We shall not pay fines or punitive damages.

## SECTION 4

### Trailer

#### A Cover for Trailer

1. Provided that a Sum Insured for a Trailer is noted on the Schedule and subject to the Warranties and other terms of the Policy we shall cover you in respect of physical loss of or damage to the Trailer(s) caused by:
  - 1.1 theft;
  - 1.2 fire, explosion or lightening;
  - 1.3 collision or accident whilst in use.

#### B Exclusions to cover for the Trailer

1. This Policy does not cover physical loss of or damage to the Trailer(s) caused by:
  - 1.1 theft during preparation for or in the course of towage unless the Trailer(s) is securely locked to the road vehicle and the road vehicle is occupied; or
  - 1.2 theft otherwise than during the preparation for or in the course of towage unless the Trailer(s) is secured by a wheel clamp or is in a locked building.

#### Exclusions to cover for tyres

This Policy does not cover physical loss of or damage to the Trailer(s) tyres caused by the application of brakes or by punctures, cuts, bruises or by wear and tear.

#### C Amount payable in the event of loss of or damage to the Trailer(s)

1. We shall pay the Market Value of the Trailer(s) up to the Sum Insured in respect of the Trailer as noted on the Schedule if:

|   |     |  |
|---|-----|--|
| Total Loss                                    | 1.1 | The Trailer(s) is totally lost or destroyed; or  |
| The constructive total loss                   | 1.2 | The cost of recovering and/or repairing the Trailer(s) will exceed the Market Value; or  |
| Constructive total loss caused by loss of use | 1.3 | You have been deprived of the free use and disposal of the Trailer(s) for a period of 12 consecutive months commencing during the Period of Insurance except in cases of theft when the period should be a reasonable period depending upon the facts of each individual case. |
| Partial loss                                  | 1.4 | In all other cases we shall pay the reasonable cost of recovering the Trailer(s) and the reasonable cost of effecting repairs.   |

less the excess up to but not exceeding the lesser of the Sum Insured or the Market Value of the Trailer.

**D Average**

In the event that your trailer suffers a partial loss and the Sum Insured is less than the Market Value we will only pay to you a proportion of the costs of recovery and/or repairs before deduction of the Excess such proportion being that proportion of the costs of recovery and/or repair as the Sum Insured bears to the Market Value.

## SECTION 5

### A PERSONAL ACCIDENT

Subject to the Warranties and other terms of the Policy and providing you and your spouse are aged between 16 years to 70 years we will insure you and 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 on board the Vessel.

#### Benefits applicable

We will pay the benefit in the table below for the event stated.

(Age limits 16 - 70 exclusive)

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|    |   |                    |
|----|---|--------------------|
| 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 |

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### B SPECIAL CONDITIONS

1. Death or disablement must occur within one year of the injury.
2. This Section is not applicable to any person under the age of 16 years 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 the same person.
4. The maximum amount payable under this Section during the Period of Insurance is limited to £20,000.

### C MEDICAL EXPENSES

We will refund to you medical expenses incurred and paid by you up to a maximum sum of £500 if you or your spouse are injured in an accident whilst on board the Vessel or embarking or disembarking from the Vessel.

### D 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.

**E EXCLUSIONS**

1. This Policy does not insure death or disablement resulting from:
  - 1.1 incidents occurring to anyone whilst the Vessel is used for purposes other than private pleasure;
  - 1.2 suicide or attempted suicide or wilful exposure or danger (except in an attempt to save human life);
  - 1.3 the influence of intoxicating liquor or drugs (other than drugs taken under medical supervision and not for the treatment of drug addiction);
  - 1.4 wilful misconduct.

## **SECTION 6**

### **General exclusions**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to or arising from:

1. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or 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 or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
4. the radioactive, toxic, explosive or any other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to 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;
5. any chemical, biological, biochemical or electromagnetic weapons;
6. 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 electrical system.

## SECTION 7

### WARRANTIES

1. **Low Speed Warranty** Unless Special Endorsement A has been agreed and noted on the Schedule you warrant to us the actual or maximum design speed of the Vessel (and any Boat(s)) when under engine power does not exceed 17 knots.
2. **Use Warranty** You Warrant to us the Vessel will not be let out on hire or for reward.
3. **Cruising Warranty** You Warrant to us that the Vessel will remain within the Cruising Area noted on the Schedule.
4. **Structural alteration warranty** You Warrant to us that you will not make any major structural alteration or addition to the Vessel during the Period of Insurance without first obtaining our prior consent.
5. **Sea worthiness warranty** You Warrant to us that you will 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.
6. **Warranty that the Vessel will not tow or be towed** You warrant to us that the Vessel will not tow another Vessel or be towed by another Vessel except in emergency or when it is customary.
7. **Crew warranty** If your Vessel is 24 feet in length or over you warrant that at all times when your Vessel is underway the minimum number of competent crew members onboard in addition to the skipper will be 1 except when crossing the Bay of Biscay when there will be 3.
8. **Transit warranty** You warrant to us that if the Vessel is:
  1. carried on a trailer, the trailer is fit for the purpose intended and towed by a suitable vehicle; or
  2. fitted in a purpose built cradle and carried by a professional haulier; or
  3. where suitable, securely lashed or fastened to a vehicle roof rack.
9. **Skipper warranty** You warrant to us that when the Vessel is underway either you or the Skipper will be on board and in control of the Vessel.

## SECTION 8

### GENERAL TERMS

- 1. Sale or change of interest in the Vessel**

  1. Unless we agree in writing if during the Period of Insurance the ownership of the Vessel is sold or otherwise transferred or in the case of a Vessel owned by a limited liability company 50% of the shares are transferred this Policy will be automatically cancelled with effect from the date of the sale of transfer.
  2. You warrant to us that you will inform us in writing of any change of ownership or interest in the Vessel within seven days of any change taking place.
- 2. Gas**

  1. If gas is used on board the Vessel:
    - 1.1 the installation and tubing must be to the approved British Standard and other recommendations; and
    - 1.2 all gas containers must be secured against movement; and
    - 1.3 all gas lockers must be properly vented to the exterior of the Vessel.
  2. This Policy does not cover loss of or damage to the insured property or liability to a third party attributable to a breach of this provision of the Policy.
- 3. Assignment of the Policy**

We are not bound by any assignment of:

  1. the Policy;
  2. any interest in the Policy; or
  3. any money payable under the Policy, unless we agree in writing.
- 4. Average**

If the Sum Insured on the Vessel, or on any item separately insured, is less than the Market Value you will be your own insurer for the excess and in the event of a partial loss we will reduce our payment by the amount directly proportional to the amount of under insurance.
- 5. No claims 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 consecutive years.

- 6. Afloat between 1 October and 31 March** We do not cover any loss or damage or liability under this Policy if the Vessel remains afloat unmanned between 1 October and the following 31 March, or any part of such period inclusive unless the Vessel is placed in a purpose built marina, protected harbour, non-tidal waters or in a sheltered mooring which has been notified to and agreed by us.
- 7. Date change** We do not cover any loss damage or liability arising from, or consisting of the failure or inability of any equipment or any computer programme 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 will not exclude any resulting loss or damage otherwise insured by this Policy.
- 8. Renewal** 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 by us in the assessment or acceptance of the insurance. Failure to disclose all relevant facts may invalidate your Policy.
- 9. Cancellation**
1. You may cancel this Policy by giving to us notice in writing in which event providing there has been no claim made by you during the Period of Insurance we shall return to you that proportion of the premium relating to the unexpired period less a handling charge of £25.
  2. We may cancel this Policy by giving you 21 days' notice in writing to your last known address when a proportionate part of the premium may be returned to you in respect of the unexpired period.

## SECTION 9

### CLAIMS

#### 1. You must:

- |   |       |  |
|---|-------|--|
| <b>Notification</b>                     | 1.1   | immediately notify Groves John & Westrup Limited through EIS at the address given above of any event which may result in a claim under the Policy and provide to them a written report as soon as possible;  |
| <b>Police</b>                           | 1.2   | immediately notify the police of any theft, attempted theft, malicious damage or other crime involving any item;   |
| <b>Written details</b>                  | 1.3   | at your own expense, provide in writing such particulars and information as we may require within:   |
| <b>Riot/civil commotion</b>             | 1.3.1 | seven days of loss or damage by riot or civil commotion;   |
|   | 1.3.2 | in respect of loss or damage by any other means within 14 days;  |
| <b>Communication from third parties</b> | 1.4   | as soon as possible, pass onto Groves John & Westrup Limited unanswered all communications from third parties relating to a matter which might give rise to a claim under this Policy;   |
| <b>Admission</b>                        | 1.5   | not admit liability, offer to settle, compromise or make payment in respect of any event which might give rise to a claim under the Policy without our prior written consent;  |
| <b>Mitigation</b>                       | 1.6   | minimise or mitigate any loss, damage or liability which may give rise to a claim under this Policy;   |
| <b>Statement of truth</b>               | 1.7   | return to us or our representative, duly signed or comment constructively upon any statement of truth that we may require from you for prosecution or defence of any claim which is or may be the subject of indemnity under this Policy within 7 days;  |
| <b>Disclosure</b>                       | 1.8   | search for and provide to us any documents which may be required by us for the purposes of prosecution or defence of any claim which may be the subject of indemnity under this Policy within 14 days of request by us or our representative and to sign and return to us within seven days any disclosure statement we or our representatives may require of you. |

#### 2. Our rights

We have the right to:

- |               |     |   |
|---------------|-----|---|
| <b>Repair</b> | 2.1 | decide where and how any damaged item will be repaired; |
|---------------|-----|---|

- |                        |     |   |
|------------------------|-----|---|
| <b>Defence</b>         | 2.2 | Commence or take over and conduct the defence of any claim against or prosecution of you or any other person insured under this Policy arising out of an event which might give rise to a claim under the Policy; |
| <b>Recovery</b>        | 2.3 | Commence, recover, take over and conduct any claim bought in the name of any person insured under this Policy to recover sums which are or might be payable under the Policy;                                     |
| <b>Formal enquires</b> | 2.4 | Commence, take over, conduct the representation of any person insured under this Policy at any inquest, inquiry or similar proceedings which might give rise to a claim under the Policy.                         |
- 3. Payment** We will have the absolute right in our discretion at any time to pay the limit of our liability or the Sum Insured (after deductions of any sum already paid) or any lesser amount for which a claim can be settled and shall thereafter be under no further liability except for the payment of costs and expenses incurred prior to the date of payment.
- 4. Proof of purchase** In the event of any claim we shall be entitled to require you to supply to us documentary proof of purchase and/or purchase price and/or ownership and/or proof of title to the Vessel prior to any settlement being made under the Policy.
- 5. Other insurance** If at the time of any event which gives rise to a claim under this Policy, there is any other insurance covering the same loss damage or liability our liability shall be limited to its rateable proportion. If any such other insurance or indemnity is subject to any provision whereby it is excluded from ranking concurrently with this policy whether in whole or in part or from contributing, our liability shall be limited to any excess beyond the amount which would be payable under such other insurance or indemnity had this policy not been affected. This condition does not apply to the Personal Accident Section.
- 6. Fraud exaggeration** If you or anyone acting on your behalf makes a claim under this Policy knowing the claim to be dishonest or exaggerated in any respect we shall not be liable to pay that claim and all cover under this Policy will cease immediately and in such circumstances we shall be entitled to refer the matter to the appropriate authorities.

## **SPECIAL ENDORSEMENTS**

### **Important**

The under noted Special Endorsements only apply to your Policy if specified on the Schedule.

### **Special Endorsement A**

#### **Speed Boat Clauses**

The Low Speed Warranty is deleted by this clause:

1. If the Vessel is fitted with inboard machinery there is no cover for damage to the Vessel, Personal Effects on board the Vessel or liability to third parties caused by 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 in the galley.
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 of this Special Endorsement during the period of insurance is limited to £1,500.

### **Special Endorsement B**

#### **Liability to and of Water Skiers Clause**

This policy is extended to cover liability to and of anyone engaged in water skiing, mono skiing, bare footing 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 or incidents arising out of the same event occurring during the period of insurance.

## **Special Endorsement 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 cost of repair or the market value of the item[s] lost, without deduction of the excess amount, but no more than two-thirds of the value specified on the Schedule for this Special Endorsement.

## **Special Endorsement D**

### **Skipper Charter Warranty**

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

## **Special Endorsement E**

### **No Claim Bonus**

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

## **Special Endorsement 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 Practice 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.

## **Special Endorsement 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.

## **Special Endorsement H**

### **Passenger Clause**

1. Subject to the Warranties and other terms of the Policy we will cover the Vessel named on the Schedule whilst used for the carriage of fare paying passengers.

2. You warrant to us that either you, your skipper, who must be certificated to an appropriate standard to operate Vessels for the stated purpose, will be on board and in control of the Vessel at all times whilst the Vessel is under way.
3. You warrant to us 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.

### **Special Endorsement 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.

### **Special Endorsement 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.

'In Use' for the purposes of this Special Endorsement 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.

### **Special Endorsement K**

#### **Home Drive Warranty**

In addition to a wheel clamp being fitted to the trailer and in operation, you warrant that whilst the Vessel is kept on the driveway of your home address, or the address specified on the Schedule, the Vessel or trailer shall be chained to a permanently fixed object.

### **Special Endorsement L**

#### **Personal Effects Clause**

- |   |                             |   |
|---|-----------------------------|---|
| A | Cover for personal property | 1. Subject to the warranties and the other terms of the Policy, we shall cover your Personal Property and the Personal Property of your Immediate Family against physical loss or damage, however caused, provided that the Property is: <ol style="list-style-type: none"><li>1.1 on board the Vessel; or</li><li>1.2 being used in connection with the Vessel; or</li><li>1.3 in transit between your residence and the Vessel.</li></ol> |
|---|-----------------------------|---|

- B Property covered by special agreement
1. Unless we specifically agree in writing we do not cover you in respect of physical loss of or damage to:
    - 1.1 fishing gear or equipment; or
    - 1.2 sporting equipment or diving gear.
  1. This Policy does not cover:
    - 1.1 money; or
    - 1.2 travellers cheques; or
    - 1.3 credit cards; or
    - 1.4 jewellery, spectacles and contact lenses; or
    - 1.5 mobile phones;
    - 1.6 laptops and/or other PDA's (Personal Digital Assistants).
  2. We do not cover loss of or damage:
    - 2.1 caused by:
      - 2.1.1 wear, tear or depreciation; or
      - 2.1.2 damp, rot, mould, mildew, corrosion or rust; or
      - 2.1.3 moth; or vermin.
      - 2.1.4 War, civil disturbance or terrorism; or
      - 2.1.5 Radiation damage.
    - 2.2 caused to articles of a brittle nature by breaking unless due to:
      - 2.2.1 the stranding or sinking of the Vessel or the Vessel being on fire; or
      - 2.2.2 impact between the Vessel and any external substance including ice (but not water); or
      - 2.2.3 heavy weather; or
      - 2.2.4 the action of thieves, robbers or burglars.

|   |     |  |
|---|-----|--|
|   | 1.  | We shall pay the Market Value of the Personal Property up to the amount noted on the Schedule if:  |
| Total loss                                    | 1.1 | the Personal Property is totally lost or destroyed; or   |
| Constructive total loss                       | 1.2 | the cost of recovering and repairing the Personal Property exceeds its Market Value.   |
| Constructive total loss caused by loss of use | 1.3 | You or your Immediate Family has been deprived of the free use and disposal of the Personal Property for a period of 12 consecutive months commencing during the Period of Insurance except in cases of theft when the period shall be a reasonable period depending upon the facts of each individual case. |
| Maximum sum payable                           | 2.  | We shall not pay more than £250 in respect of any one item unless each item valued in excess of £250 is specifically declared and agreed by us.  |
| Remains                                       | 3.  | If we agree to pay the Market Value of Personal Property we shall be entitled:   |
|   | 3.1 | to require you to sell the remains (if any) and account  |
|   | 3.2 | in our absolute discretion to take over the remains.   |
| Partial loss                                  | 4.  | In any other case we shall pay the reasonable cost of effecting repairs.   |
| Undervalued property<br>[average]             |     | If at the time of loss of or damage to the Personal Property the actual value is greater than the Sum Insured, our liability will be limited to the proportion which the Sum Insured bears to the actual value.  |

### **Special Endorsement 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.

### **Special Endorsement 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 Endorsement O**

### **Outboard Motors Clause**

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

The policy covers loss or damage to outboard motors through dropping off or falling overboard. You warranted to us that at all times they are secured to the Vessel by a suitable safety chain or strap.

## **Special Endorsement 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.

## **Special Endorsement Q**

### **Personal Watercraft Clauses**

Subject to the warranties and the other terms of the policy we will cover you in respect of physical loss of or damage to the Personal Watercraft specified in the Schedule subject to the following amendments, deletions and additional warranties and terms to the Policy.

#### Section 2

Section 2 is deleted from the policy and replaced by the following:

### **SECTION 2**

#### **LOSS OF OR DAMAGE TO THE VESSEL**

##### **6 Option**

We may at our option either supply a replacement for any Vessel, or part of a Vessel lost or destroyed, pay the cost of repairs, or make a cash payment based on the cost of an equivalent replacement.

## 5 Average

In the event that the Vessel suffers a partial loss and the Sum Insured is less than the Market Value we will only pay to you a proportion of the costs of recovery and/or repair before deduction of the Excess such proportion being that proportion of the costs of recovery and/or repair as the Sum Insured bears to the Market Value.

## 6 Theft Excess

The excess for a claim for theft of the vessel shall be greater of either:

6.4 10% of the Sum Insured; or

6.5 £500.

## SECTION 7

### Warranties

Warranty 1 Low Speed Warranty is deleted.

Warranty 7 Crew Warranty is deleted.

Warranty 9 Skipper Warranty is deleted.

The following Warranties are added:

### SECURITY WHEN NOT IN USE

You warrant to us that when the vessel is not In Use it will be kept in a locked garage adjoining or forming part of a domestic dwelling and the vessel will be locked to the trailer which will be secured by a wheel clamp.

**Drivers Age:** You warrant to us that when the vessel is In Use on the water and unless we agree in writing to the contrary all drivers will be aged 21 years or over.

**Driver's Experience:** You warrant to us that when the vessel is underway all drivers will be experienced in handling vessels of the type and power insured.

**Prohibited Areas:** You warrant to us that you will not use the vessel in areas where Personal Watercraft are prohibited.

**Not Left Afloat Warranty:** You warrant to us that you will not leave the vessel afloat unmanned at any time.

**Dead Man's Handle Operation:** You warrant to us that if fitted to the vessel the dead mans handle will be in operation and used at all times when underway.

## **SECTION 8**

### **General Terms**

Section 8.1 is deleted.

### **DEFINITIONS**

The term 'in use' means any period during which the vessel is temporarily away from your home address or garage forming part of or adjoining a domestic dwelling where you keep the vessel as specified in the Schedule, including whilst in transit between the home address of garage and any place of use.

