

# Yacht & Motorboat Policy



Nautical



This insurance, placed with Certain Underwriters at Lloyd's, has been specially designed for pleasure craft. It is an annual, agreed value policy for your personal recreational activities.

It is intended to be clear in language and layout but it is important that you understand the extent of the cover provided by us and your own obligations in order to receive the full benefit of this insurance.

We have relied on the proposal form and all other information provided in connection with it in deciding whether to accept this insurance and in determining the terms of such acceptance. You must ensure that all statements in the proposal form are accurate and that you have not withheld any material facts, otherwise the insurance may be avoided.

You must inform us of any changes in circumstances which materially affect this insurance. If you are in any doubt you should consult your Insurance advisor.

Please read this policy, together with the schedule and any endorsements attaching to it, very carefully. If you find anything to be incorrect, please return all documentation immediately for alteration.

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## SUMMARY OF COVER

This policy summary is to help you understand the insurance that this Yacht and Motorboat Policy provides. It details the key features, benefits, limitations and exclusions. However, you still need to read the policy wording for a full description of the terms of the insurance, including the policy definitions, together with the schedule, noting which sections of the policy are included and any conditions applicable to the cover we have arranged to meet your specific needs.

This is an annual, agreed value policy designed specifically for private pleasure use only.

This insurance is underwritten by Syndicate 2001 at Lloyd's, which is wholly owned and managed by Amlin Underwriting Limited whose registered address is St Helen's, 1 Undershaft, London EC3A 8ND. Amlin Underwriting Limited is registered with the Financial Services Authority, registration number 204918. It is also registered with the Society of Lloyd's, registration number 01901D.

## IMPORTANT

It is important that you should disclose all material facts and material changes at any stage throughout the life of the policy.

Material facts are those details that would influence an Insurer in the acceptance or assessment of your proposal.

Failure to disclose such facts may result in claims not being met. If you are in any doubt about whether a fact is material, you should disclose it. You should keep a record (including copies of letters) of all information supplied to us for the purpose of this insurance.

In most cases policy excesses will apply and these are detailed in the quotation and policy schedule.

## FEATURES AND BENEFITS

### Section A: Hull and Machinery

Cover is provided for the vessel and property as described and agreed for use within the schedule whilst afloat on moorings, yacht racing, ashore and for vessels not exceeding 30 feet or 9.14 metres in transit for physical loss or damage arising from:

- ✓ External accidental means
- ✓ Theft
- ✓ Malicious acts
- ✓ Fire
- ✓ Negligence
- ✓ Vermin
- ✓ Forcible removal of gear from the exterior of the vessel Grounding
- ✓ Sudden accidental incursion of water
- ✓ Frost damage to machinery

subject always to the policy exclusions against loss or damage in the policy wording.

### In addition:

- ✓ Any salvage or wreck removal fees connected with insured risks.
- ✓ Law costs, incurred with our consent in defending claims.
- ✓ Up to 25% no claims bonus.
- ✓ Fully protected no claims bonus up to a maximum of 2 claims any policy period.
- ✓ Policy excess will not apply in the event of a claim while the vessel is moored in any secure and sheltered marina complex.
- ✓ Dinghies or tenders which are permanently marked with the name of the parent vessel.
- ✓ Outboard motors.

### Section B: Legal Liabilities

This section provides protection for you against claims by your passengers or third parties.

- ✓ We will protect you up to £3,000,000 for such claims

### Section C: Personal Effects

Cover is provided for loss or damage to personal possessions which do not form part of the vessel and are taken on board for personal use.

- ✓ Personal effects limit £300 any one item

### Section D: Personal Accident

The benefits provided under this section include:

- ✓ Personal accident including death benefits for owner and guests up to a maximum of £20,000 to any one insured person.
- ✓ Protection for the insured and up to 5 passengers in respect of bodily injury or death whilst on board up to £120,000 any one event.

### In addition:

- ✓ Medical expenses for any insured person up to £2000 in respect of doctors or surgeons fees for personal injuries caused by the vessel sinking, being in collision or on fire.

## EXCLUSIONS OR LIMITATIONS

There are a number of restrictions and exclusions that apply to various parts of the policy cover. The significant exclusions for each section are shown below, but this is not a list of them all. You should read the policy wording to understand all the restrictions and exclusions that apply.

### Section A: Hull and Machinery

- Wear, tear, gradual deterioration and breakdown.
- Any claim caused by war, terrorism, civil strike or commotion.
- Defective parts causing loss.
- Sails, covers and canopies split or blown away by the wind.
- Whilst racing, if agreed, one third of cost of rig repairs or replacement.
- Illegal ventures.
- Acts of recklessness or wilful misconduct by the insured or persons in charge of the vessel.
- No entitlement to no claims bonus for vessels valued over £500,000.

### Section B: Legal Liabilities

- Any liability while the vessel is in transit by land, air or sea.
- Any liability to and of any person being towed by the vessel in connection with water-skiing, or by towing of water toys or any such activities.
- Persons contracted in any way to work on the vessel.

### Section C: Personal Effects

- Cash, credit cards, jewellery, watches, mobile phones, personal audio/visual equipment, camcorders, photographic equipment, items of fine art.
- Consumable stores.
- Personal, lap top, hand/pocket computers and computer equipment.
- Fishing gear and equipment, water- skiing gear and equipment, water toys gear and equipment, wetsuits, diving gear and equipment.
- Pedal cycles or motorised modes of transport

### Section D: Personal Accident

- No cover provided under this section for any persons aged 80 years or over at the time of the accident.
- Abuse of or being under the influence of alcohol, drugs or controlled substances unless appropriately prescribed.
- Your participation in any kind of race.

## POLICY CONDITIONS

### You must:

- Notify us as soon as possible of any claims or potential claims.
- Do not admit liability for any claim without our consent.
- Maintain vessel and equipment in seaworthy condition. Also, trailers must be roadworthy.
- Exercise due care and diligence to safeguard the vessel.
- Notify us of any material facts that may influence our view of the risk.

## NOTIFICATION OF CLAIMS

Whilst administering claims we act on behalf of the Insurer.

Following any incident which may give rise to a claim under any section of this insurance you should inform your insurance advisor as soon as practicably possible.

In any circumstances you should respond as if you are uninsured and act immediately to protect, avert or minimise your loss.

Where we are your insurance advisor you may contact us during usual office hours on:

t: 01702 470811  
f: 01702 470844  
e: [claims@nautical-insurance.co.uk](mailto:claims@nautical-insurance.co.uk)

### or write to us:

Nautical Insurance Services Ltd  
57 Elm Road  
Leigh-on-Sea  
Essex  
SS9 1SP

You will need to provide us with some essential information straight away, such as:

- your name, address, telephone numbers and email address
- how and where the loss or damage took place
- telephone numbers and contact details for any person who can provide us with additional information concerning the loss or damage
- the crime reference number given to you by the police.

For more information on Making a Claim please refer to the policy wording.

## CANCELLATION

If you decide you do not want to accept your new policy or renewal you must return the schedule and any endorsements to us or your insurance advisor within 14 days of receiving it or renewal documents 14 days from your renewal date. We will only charge you on a pro rata basis for time you have been on cover, although we will always retain a minimum premium of £50 + tax + cancellation fee (or equivalent currency as per schedule). Your insurance advisor may wish to apply a charge for their service. The balance will be returned to you.

You or we may cancel the policy at any other time subject to us both having to give each other 30 days notice or by mutual agreement. Any return of premium will be calculated as above.

Should the vessel be sold or ownership transferred you must notify us or your insurance advisor immediately. In respect of a jointly owned vessel, confirmation of the sale or transfer of ownership will be required from all parties. The insurance shall become cancelled from the date of sale or transfer and a pro rata daily return of premium calculated on the annual premium charged subject to our cancellation fee. Your insurance advisor may wish to apply a charge for their service.

## PAYMENT FOR OUR SERVICES

We will apply a fee to new business, renewals and policy adjustments to cover the cost of our administration, stationery and communication. We will also apply a cancellation fee which may include a minimum retained premium for the Insurer. We and the Insurer have responsibilities to you after your policy has been cancelled. Full details of our charges are noted within our Terms of Business on the reverse of our headed paper or can be found on our website: [www.nautical-insurance.co.uk](http://www.nautical-insurance.co.uk). Your insurance advisor may also wish to charge a fee for their services.

## CUSTOMER AND INSURER MONEY

We do not hold client money, but rely entirely on Risk Transfer, which means we collect and hold money as agent of the Insurer.

## CONFIDENTIALITY

All personal information about you will be treated as private and confidential.

We will only use and disclose the information we have about you in the normal course of arranging and administering your insurance.

We will not disclose any information to any other parties without your consent unless required to do so by law, by our regulators (FSA) or other enforcement agencies. In such instances personal information held by us may be disclosed on a confidential basis, and in accordance with the Data Protection Act 1998, to such third parties.

We may, however, use the information we hold about you to provide information to you about other products and services that we feel may be appropriate to you.

Under the Data Protection Act 1998 you have the right to see personal information about you that we hold in our records. If you have any queries in this regard please write to us.

Nautical Insurance Services Limited is the Data Controller.

## LANGUAGE

The language of this insurance policy is English. We will communicate with you in English unless you have our written agreement prior to inception of this insurance.

## LAW

The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English law and jurisdiction.

## COMPLAINTS

If for any reason you are dissatisfied with our service you should forward your written complaint to:

The Managing Director  
Nautical Insurance Services Limited  
57 Elm Road  
Leigh-on-Sea  
Essex  
SS9 1SP

If the complaint cannot be resolved you have the right to refer your complaint to:

Complaints Advisory Department  
Lloyd's  
1 Lime Street  
London  
EC3M 7HA

[complaints@lloyds.com](mailto:complaints@lloyds.com)

Nautical Insurance Services Limited is covered by the Financial Ombudsman Service. This means if you are still dissatisfied after receiving a final response from the Insurer, in addition to any other action you may wish to take, you may also refer your complaint to the Financial Ombudsman Service.

Further details will be provided at the appropriate stage of the complaints process.

## COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme (FSCS) which means you may be entitled to compensation if we cannot meet our obligations to you. Further information is available on [www.fscs.org.uk](http://www.fscs.org.uk) or by calling FSCS directly on 020 7892 7300.

**Definitions:** Certain words have specific meanings when they appear in this policy and your schedule. These meanings are shown below or in the section where they apply.

**Agreed Value:** This is the price paid for the vessel or any other value we agree where we have received formal justification.

**Amount Insured:** Under Section A (Hull and Machinery) it is the amount for which we have agreed to insure the vessel. It is the most we will pay in the event of damage and the amount we have agreed to pay if the vessel is a total loss, constructive total loss or compromised total loss.

Under Section B (Legal Liabilities) it is the most we will pay in respect of any one accident or series of accidents arising out of one event, plus any legal costs we have agreed to pay.

Under Section C (Personal Effects) it is the most we will pay in the event of loss or damage to the personal effects covered by this insurance.

Under Section D (Personal Accident) it is the most we will pay as shown in the schedule.

**Barratry:** Any wrongful act, wilfully committed without your knowledge or participation and to your prejudice by anyone on board using the vessel with your permission.

**Crew/Crew Member:** A person or persons assisting in the form of crew on the vessel who is not receiving any remuneration for same.

**Cruising Limits:** The geographical area within which we have agreed to insure the vessel. Coastal waters are defined as not exceeding 12 nautical miles off shore.

**Endorsement:** A written variation to the terms of this insurance. It will either be incorporated into this insurance by reference in the schedule or be the subject of a separate written notice.

**Europe:** European Union member states as well as Croatia, Norway and Switzerland.

**Excess:** An amount to be deducted or collected in the event of any claim.

**In Commission/Laid Up:** The vessel is in commission when fitted out and ready for use with her normal gear and equipment on board. She will be laid up, without our permission for use, between the dates and at the location noted on the schedule and removable equipment stored ashore.

**Joint Insured:** Part owner who has a financial interest in the vessel and who enjoys the same benefits of this policy as the insured.

**Latent Defect:** A hidden flaw or defect in the construction of the vessel which is not readily discoverable by a competent person using reasonable skill in an ordinary inspection.

**Launch and Recover:** The vessel is launched and removed from the water after use and must not be left unattended on a mooring at any time.

**Locked and Immobilised:** Keys removed from the vessel and the trailer wheel clamped.

**Loss or Damage:** Accidental damage caused by forcible, violent or external means.

**Marina:** A secure and sheltered mooring complex, providing controlled access to berths or pontoons which excludes facilities with floating or temporary breakwaters.

**Maximum Designed Speed:** The maximum speed the vessel ought to be capable of attaining with the engines she is fitted with and without any modifications to increase that speed.

**Mortgagee:** Lender who has a financial interest in the vessel.

**Period of Insurance:** Cover will commence at 0001 hours and end at 0000, unless otherwise agreed, on the dates shown in the schedule or renewal notice.

**Piracy:** Robbery or hijacking committed aboard a boat whilst at sea.

**Private Pleasure:** Use of the vessel by the insured person for personal recreational activities. It does not include any other use of the vessel under the contract of hire or charter or any similar arrangement or for any commercial purpose.

**Racing:** Any organised competitive events with a designated start and finish; speed tests or connected trials.

**Recognised Mooring or Anchorage:** any mooring or anchorage noted within a Nautical Almanac or similar maritime publication.

**Residential Use:** The vessel is your permanent home.

**Schedule:** The pages attached to this insurance which set out details of the policy holder, the vessel, amounts insured, period of insurance, cruising limits, in commission and laid up periods and state which terms of this insurance have been amended by agreement.

**Terrorism:** The use or threat of violence or force, designed to influence the government or to intimidate the public, for the purpose of advancing a political, religious or ideological cause.

**Total Loss/Constructive Total Loss/Compromised Total Loss:** An actual total loss occurs when the vessel or any separately insured property is completely destroyed, is sunk or is otherwise lost or irrecoverable. There is a constructive total loss where the vessel or other separately insured property is so damaged as to be irreparable within the amount insured or where you have been deprived of possession due to the occurrence of an insured event which is covered by this insurance, provided you have not failed to provide security or to pay any fine or penalty in order to secure the release of the vessel. A compromised total loss is an agreement between the both of us that the vessel or other separately insured property shall be treated as if it were a constructive total loss.

**United Kingdom:** England, Wales, Northern Ireland, Scotland, Isle of Man and Channel Islands.

**Vessel:** The hull, machinery, gear and equipment as would normally be sold with the vessel and which we have agreed to insure for the amount stated in the schedule. It includes, where appropriate, the vessel's dinghies, tenders, outboard motors and any additional equipment which is separately valued in the schedule.

**We/Us/Our:** Certain Underwriters at Lloyd's.

**You/Your:** The persons or company named in the schedule as the policy holder who are the owners of the vessel or on whose behalf this insurance has been effected, together with any other person to whom cover is extended under any section.

If the vessel is at sea or in distress or at a port or place of refuge when this insurance expires (unless by reason of cancellation) we agree to hold her covered at a premium to be agreed until she arrives at her next port of call, provided you give us prompt notice of her arrival there.

No assignment of this insurance or of any interest in it or of any monies which are due to be made payable under it shall be binding upon us unless written notice of such assignment signed by you is given to and agreed by us and is endorsed on this insurance.

If the vessel is sold or transferred to a new ownership this insurance shall be cancelled from the time of such sale, transfer or change, unless we agree otherwise in writing, and a return of premium will be made. If however the vessel is at sea at the time of such sale, transfer or change, this insurance will continue until her arrival at a safe port if you request us to do so in writing before the sale, transfer or change takes place.

If the vessel is in collision with or is salvaged by any other vessel wholly or partly in the same ownership or management, all question of liability, damages, salvage or reward are to be referred to a sole arbitrator to be agreed upon between us and you.

You must keep the vessel in a seaworthy condition and to safeguard her against loss or damage.

The vessel will not be taken or navigated outside the cruising limits stated in the schedule.

The vessel will only be used for your private pleasure purposes.

The vessel will not be used at any time while it is laid up out of commission at the place and for the period stated in the schedule.

When the vessel is underway, you or some other competent person over the age of 18 and with your prior permission will be on board and in control.

The vessel will only be used for lawful purposes, operated in a lawful manner and all safety requirements of her flag (or place of domicile if the vessel is unregistered) will be complied with.

Any false information provided as a means of obtaining this insurance or when making a claim will be considered fraudulent and the policy will be void. There will be no refund of premium or payment of claims.

The following exclusions shall override any condition or exclusion otherwise contained in this insurance policy.

**IN NO CASE SHALL THIS INSURANCE COVER:**

Any claim where you would be entitled to make a claim under any other policy unless the total amount of the claim is greater than the amount which is or would have been covered under any such other policy.

Loss, damage, liability or expense intentionally caused or incurred by, or with the consent of, any insured person, or arising from un-seaworthiness resulting from any act or omission of any insured person.

Loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

Loss, damage, liability or expense directly or indirectly arising from capture, seizure, arrest, restraint or detainment, war, terrorism, civil war, revolution, insurrection, civil conflict or commotion.

Loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from ionising radiations, from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.

Loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

Loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. This exclusion 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.

Loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from any chemical, biological, bio-chemical, or electromagnetic weapon.

**You are covered** against physical loss or damage, occurring during the period of insurance, to the vessel directly caused by unexpected accidents which occur as a direct result of the use or the operation of the vessel at sea and are incidental to such use or operation, or as a direct result of some other use for which the vessel is covered, including:

- ✓ afloat and in commission and including any person in control of the vessel with your permission
- ✓ laid up out of commission
- ✓ being lifted, hauled out or launched
- ✓ ashore
- ✓ frost damage to the vessel's machinery provided that all manufacturers recommendations have been followed and any other reasonable precautions have been taken
- ✓ sudden accidental incursion of water into the vessel directly caused by an identifiable and unexpected occurrence
- ✓ outboard motors noted within the schedule directly caused by dropping off or falling overboard
- ✓ vessels not exceeding 30 feet or 9.14 metres in length while in transit by road, rail, air or ferry within the cruising limits stated on the schedule. In addition the following will apply:
  - a. the trailer should 'fit the boat' allowing equal distribution of the hull weight and be maintained in a roadworthy condition
  - b. cover for theft of the trailer and any insured items attached to it while left unattended is covered under this insurance provided the trailer has been immobilised by a manufactured wheel clamp
  - c. there is no cover provided whatsoever for physical loss or damage to the trailer wheels and tyres however caused
  - d. the trailer serial number must be safely recorded by you
  - e. the trailer wheel clamp proviso (b) does not apply to any vessel based or whose cruising limit noted in the schedule is solely within the Channel Islands or the Isle of Man

**You are not covered** in respect of the following:

- the policy excess stated within the schedule
- sails, awnings or protective covers, unless the loss or damage is directly caused by heavy weather while sailing or while they are correctly furled and secured, or by damage to the spars to which the sails are bent, or by stranding, collision, impact or fire
- sails, masts, spars or standing or running rigging while racing
- the engines or other machinery, electrical equipment, batteries or (in each case) their connections, unless directly caused:
  - by the full immersion of the vessel as a result of heavy weather
  - by stranding, collision or impact
  - while being removed from or placed aboard the vessel
  - by malicious acts
  - by fire, including while in store ashore
  - by theft of the entire vessel or of her dinghies or tenders
  - outboard motors by theft unless they are locked to the vessel or her dinghies or tenders and are fitted in addition to their normal method of attachment with a suitable anti-theft device which prevents securing bolts or clamps being undone
- theft of outboard motors unless the serial number has been safely recorded by you
- outboard motors, dinghies/tenders, trailers or other equipment used in conjunction with the vessel where an individual value has not been provided by you and agreed by us
- a jet propulsion unit, as a result of ingestion of an underwater or floating object
- water gradually escaping from any fixed appliance or pipe
- gradual incursion of water into the vessel as a result of the vessel not being watertight
- the cost of repairing or replacing any part of the vessel which is latently defective or defective in design or construction or of correcting any such defect the cost of correcting any defective workmanship in the maintenance, alteration or repair of the vessel
- any costs incurred as a result of alteration or repair which increases the market value of the vessel over the value immediately prior to the loss or damage
- dinghies or tenders with a maximum designed speed in excess of 17 knots
- dinghies or tenders not permanently marked with the name of the parent vessel
- moorings or consumable stores
- scratching, bruising, denting and chipping to vessels not exceeding 30 feet or 9.14 metres when in transit by road, rail, air, ferry or any liability to any third party caused by or arising from any accident occurring while the vessel is being towed by or is attached to a motor vehicle or as a result of the vessel having become detached from the motor vehicle

- the ordinary action of the wind and waves, ordinary leakage and breakage
- acts of recklessness or wilful misconduct by you or other persons in control of the vessel
- any conduct of any person whilst under the influence of alcohol or drugs
- loss of use of the vessel
- ordinary wear and tear, depreciation or gradual deterioration
- theft from the interior of the vessel unless violence or force are used to break into the vessel or place of storage
- theft of fixed gear and equipment from the exterior of the vessel unless violence or force are used
- theft of the trailer, and any insured items attached to it, whilst unattended unless the trailer has been securely fastened by a manufactured wheel clamp
- a reduction in the vessel's market value following repair, or loss of value, warranty coverage or rating
- electrical equipment unless directly caused by a sudden identifiable, unintended and unexpected occurrence at a specific time and place during the period of insurance
- failure, fault or breakage of electrical equipment
- electrolysis, osmosis or like conditions
- damage sustained as a result of insufficient packing of items dispatched to or by repairers or suppliers

Where the cost of repairing the vessel is less than the amount insured, we will pay the reasonable cost of repair or damage which is directly caused by an occurrence which we have insured you against, less the policy excess stated in the schedule.

Where the vessel is an actual, constructive or compromised total loss, we will pay the full amount insured without deduction of the policy excess. The policy will be cancelled with immediate effect. There will be no refund of premium.

Where the vessel is an actual, constructive or compromised total loss Insurers reserve the right for the rights of ownership of the vessel.

In no case will we pay for un-repaired damage in the event of a subsequent total loss.

In respect of protective covers, sails, masts, spars, standing and running rigging or outboard motors, we will at our discretion, make a deduction up to an amount equal to one-tenth of the cost of repair or replacement for each year of the age of the lost or damaged item up to a maximum of 50%.

The policy excess will not apply where any physical loss or damage occurs to the vessel while she is moored in any secure and sheltered marina complex.

No-claims bonus entitlement is not applicable to vessels exceeding £500,000.

#### NO CLAIMS BONUS

In the event of no claims arising under this policy, the same having been in force for 12 consecutive months the renewal premiums will be reduced as follows:-

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

The no claims bonus will be fully protected up to a maximum of two claims in any one policy period. However, following a third or subsequent claim the no claims bonus will be reduced by one year's increment other than a total, constructive total loss or compromised total loss, when the entire bonus will be lost.

**We will cover you up** to the amount insured in respect of legal costs and other necessary expenses incurred by way of defending any claim made against you, including any costs or damages which are awarded against you in legal proceedings or which are agreed to be paid, including:

- ✓ your legal liability to pay damages or compensation which arises by reason of your interest in the vessel and out of an accident which directly causes:
- ✓ death, personal injury or illness to any person
- ✓ loss of or damage to any other vessel or property
- ✓ the legal liability of any crew member or other person using the vessel solely for private pleasure with your permission
- ✓ legal costs incurred in contesting liability or claiming against any third party, including representation at a coroner's inquest or official inquiry
- ✓ the cost of raising or attempting to raise the wreck of the vessel, her removal or destruction, or any neglect or failure to raise, remove or destroy her.

**You are not covered for:**

- the policy excess stated within the schedule
- any liability to you
- any liability to any paid crew member, workman or others employed in any connection with the vessel
- any liability to any person in charge or control of the vessel with your permission, or of such a person to you
- liability to passengers or crew engaged in any underwater sport or activity, from the time of leaving the vessel until safely within the vessel
- any liability arising out of the use of any dinghies or tenders with a maximum designed speed in excess of 17 knots
- any liability to or incurred by any person being towed by the vessel, or while preparing to be towed by the vessel in connection with water-skiing, aquaplaning or any similar activity
- any liability arising while the vessel is in transit by road, rail, air or ferry
- liabilities resulting from any accident whilst the vessel is in the care, custody or control of any business, trade, profession or organisation
- any award of punitive or exemplary damages as punishment or financial loss imposed upon you by a court as a deterrent to you or any other similar person from repeating the course of action which gave rise to legal proceedings and where compensation to the injured party only is considered to be inadequate in comparison to the severity of the action
- legal costs which have been incurred without our written consent having first been obtained
- any liability or expense, including legal costs other than legal costs incurred in contesting liability or claiming against any third party, including representation at a coroner's inquest or official inquiry which you incur or are ordered to pay in any proceedings arising out of a breach of criminal law, whether or not the liability or expense would also give rise to a claim in civil law.

**DEFINITION:** Personal effects are defined as your personal possessions which do not form part of the vessel and are taken on board for personal use.

**You are covered for:**

- ✓ Physical loss or damage, occurring during the period of insurance, to personal effects which belong to you, your spouse, civil partner, parent, sibling or child while on board or in use in connection with the vessel including while in transit between your home and the vessel.
- ✓ The reasonable cost of repairing or replacing your personal effects. If however the total value of your personal effects on board the vessel at the time of the loss or damage is more than the amount insured for personal effects, we will only pay a rateable proportionate part of your claim.

**You are not covered for:**

- the policy excess stated in the schedule
- wear and tear, gradual deterioration, damp, mould, mildew, moth or mechanical failure
- breakage of articles of a delicate nature, unless directly caused by the vessel being stranded, sunk, burnt, on fire, in collision, or by stress of weather, burglars or thieves
- items valued in excess of £300 (or equivalent currency as per schedule) unless specifically declared
- cash, currency, banknotes or travellers cheques or credit/debit cards
- water-skis or waterskiing gear and equipment, water toys or water toys gear and equipment, wetsuits, diving gear and equipment, fishing gear and equipment, mobile telephones, camcorders, jewellery, watches, photographic gear and equipment, musical instruments or items of fine art
- personal or lap-top computers, hand/pocket computers, computer games, game consoles and associated gear and equipment
- personal, portable audio/visual equipment
- spectacles and contact lenses
- consumable stores
- pedal cycles or motorised modes of transport
- loss or damage unless the vessel has lockable storage
- theft from an unattended motor vehicle unless the vehicle was securely locked and the personal items hidden from view

This extension is only applicable if the insurance to which it is attached is in the name of an individual where the vessel is used solely for private pleasure use.

This insurance shall be for the same period as the insurance on the vessel as set out in the schedule.

This insurance shall remain in force provided the vessel to which the insurance is attached is within the cruising limits defined in the schedule.

**DEFINITIONS:**

**Bodily Injury:** An identifiable physical injury which is caused by an accident during the period of insurance which results in, your or your guest on board, permanent total disablement or death, solely and independently of any other cause (except illness directly resulting from medical or surgical treatment rendered necessary by such injury).

**Loss of limb:** Loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of a hand, arm or leg or foot.

**Permanent Total Disablement:** A condition which entirely prevents you or your guest on board from attending to their usual business or occupation which lasts continuously for twelve calendar months and at the end of that period in the opinion of our qualified medical practitioner is beyond improvement.

**Insured Person:** Any person on board the insured vessel other than any person employed in any capacity whatsoever by any owner of the vessel.

**You are covered** up to the amount insured under the schedule of compensation if you or your guests suffer bodily injury during the period of insurance while on board the vessel, including embarking or disembarking, within the cruising limits stated in the schedule, which results in your accidental death, loss of limb, loss of sight or permanent total disablement.

This insurance will cover the insured person(s) up to a maximum of 6 for bodily injury caused by an accident, or to the Executors or Administrators in the event of the death of the insured person(s) during the period of this insurance whilst on board, embarking or disembarking from the insured vessel and subject to the definitions, terms, conditions, limits and exclusions as set out below, and in the insurance to which this extension is attached.

**We will pay** up to the amount insured in respect of:

- ✓ accidental death, loss of limb or sight if such death or loss occurs within 12 months of the date of the accident
- ✓ permanent total disablement.

The most we will pay in all will not exceed 100% of the amount insured.

## SCHEDULE OF COMPENSATION

Compensation shall not be payable under more than one of the items of this schedule of compensation in respect of the consequences of one accident to any one insured person.

The total sum payable under this insurance in respect of more than one accident to any one insured person shall not exceed £20,000 (or equivalent currency as per schedule). No more than two claims may be made under this insurance during the period of insurance.

Claims in respect of 1, 2, 3, 4, 5 and 6 shall only be considered when death or loss occurs within twelve months of the accident.

|  |         |
|--|---------|
| ✓ 1. Death   | £20,000 |
| ✓ 2 Total and irrecoverable loss of sight of both eyes   | £20,000 |
| ✓ 3 Total and irrecoverable loss of sight of one eye   | £10,000 |
| ✓ 4 Loss of one limb   | £10,000 |
| ✓ 5 Loss of two limbs  | £20,000 |
| ✓ 6 Total and irrecoverable loss of one limb   | £10,000 |
| ✓ 7 Permanent Total Disablement<br>[other than total and irrecoverable loss of sight of one or both eyes or loss of limb or limbs] | £20,000 |

- We will not pay for death or disablement as a direct or indirect result of:
  - war, invasion, acts of foreign enemies, hostilities (whether war will be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or cyber attack
  - contamination by radioactivity, chemical, biological, biochemical or electro magnetic weapons
  - suicide or attempted suicide or intentional self-injury or the insured person being in a state of insanity
  - deliberate exposure to exceptional danger (except in an attempt to save human life), or the insured's own criminal act
  - illness or disease
  - you abusing or having abused, or being under the influence of alcohol, drugs or controlled substances, other than drugs legally and appropriately prescribed by a qualified medical practitioner and properly used by you
  - Human Immune Deficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or any virus, complex or syndrome that is related to the foregoing or any sexually transmitted disease
  - your participation in any kind of race
  - using the vessel for hire or reward or any commercial activity

## MEDICAL EXPENSES

- ✓ This insurance will refund any Doctors or Surgeons Fees limited to £2000 (or equivalent currency as per schedule) within any one policy period, for attendance upon the insured person(s), as the direct result of personal injuries caused by the insured vessel sinking, or being in collision or on fire.

## CONDITIONS WHICH APPLY TO PERSONAL ACCIDENT EXTENSION

Personal Accident Compensation shall not be payable for any person aged 80 years or over at the date of the accident.

Notice must be given to your insurance advisor as soon as reasonably practicable of any accident which causes or may give rise to a claim within the meaning of this insurance.

The insured person must, as soon as possible, place himself/herself under the care of a qualified medical practitioner.

If the consequences of any bodily injury are aggravated by any pre-existing condition which existed before the bodily injury occurred, the amount paid will be reduced to take account of any such condition. A pre-existing condition shall be any physical or mental condition, disability or infirmity for which you sought or received medical treatment or consultation at any time prior to the inception of this insurance.

It is a condition precedent to any liability hereunder to pay compensation to any insured person (or his representatives) that all medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical practitioner appointed by or on behalf of the Insurers and that such medical practitioner shall, for the purpose of reviewing the claim, be allowed as often as may be deemed necessary to make examination of the insured person.

Any fraud or concealment or deliberate mis-statement by an insured person if unknown to you in relation to any matter affecting this insurance or in connection with the making of a claim under this insurance shall render this insurance null and void insofar as it relates to the insured person in question but any such fraud, mis-statement or concealment by or known to you shall render the whole insurance null and void and all claims hereunder shall be forfeited.

The following clauses are all excluded unless cover under this insurance is extended accordingly, subject always to the warranties, conditions, terms and exclusions of this insurance.

#### A. RACING RISK CLAUSE

This insurance is extended to cover loss of or damage to sails, masts, spars, standing and running rigging while the vessel is racing. However:

- (1) we shall pay only two-thirds of the cost of repair or replacement (but without deduction of the policy excess stated in the schedule) unless the loss or damage is directly caused by the vessel being stranded, sunk, burnt, on fire, in collision or by impact with an external substance (including ice) other than water, when we will pay the full cost (but subject to deduction of the policy excess stated in the schedule and the basis of settlement provision for depreciation)
- (2) cover under this clause in respect of any one occurrence shall be calculated on the basis that the full replacement cost of all sails carried (whether set or not) masts, spars and standing and running rigging does not exceed the amount stated in the schedule
- (3) for the purpose of this clause you agree that no additional insurance will be placed to cover any part of the cost of repair or replacement of any item covered under this clause.

#### B. SPEEDBOAT CLAUSE

This insurance is extended to cover the vessel notwithstanding that her maximum designed speed exceeds 17 knots but subject to the following additional conditions and exclusions:

1. There is no cover for any loss of or damage to the vessel for any salvage services:
  - (a) caused by or arising from the vessel being stranded, sunk, swamped, fully immersed or breaking adrift while left moored or anchored unmanned in an exposed place
  - (b) arising while the vessel is participating in racing or speed tests or any trials for that purpose.

2. There is no cover for any loss or damage to the rudder, strut, shaft, bracket, propeller or (in the case of outboards or inboards/outboards) gears or casings caused by or resulting from:
  - (a) negligence or latent defect
  - (b) heavy weather, except where the loss or damage is directly caused by the vessel being fully immersed by heavy weather
  - (c) impact, other than with another vessel, pier or jetty.
3. If the vessel is fitted with inboard machinery there is no cover for any loss of or damage to the vessel or for any salvage services caused by or arising from fire or explosion unless the vessel is fitted in the engine room or engine space, tank space and galley with a fire extinguishing system which is automatically operated or which has controls at the steering position and is properly installed and maintained in efficient working order.
4. Where the maximum designed speed of the vessel's boats exceeds 17 knots and where this clause is incorporated into this insurance the above provision shall apply separately to each of such boats.

#### C. WATER-SKIING CLAUSE

This insurance is extended to cover your legal liability or that of any crew member or other person using the vessel solely for private pleasure with your permission to pay damages or compensation up to the amount stated in the schedule to any person being towed by the vessel or while preparing to be towed or after being towed in connection with water-skiing, aquaplaning or any similar activity and to any liability incurred by such a person while participating in such activity, but excluding any liability which you or any other person using the vessel may incur in respect of death, injury or illness of the other.

We understand the process for making a claim needs to be clear and simple. The following section therefore is intended to let you know what is expected of you following any incident which may give rise to a claim and to let you know what information we will need. If you do not comply with your duties and responsibilities we shall not be liable to pay any claim under this insurance.

#### **What you should do first:**

Following any incident which may give rise to a claim under any section of this insurance you should respond as if you are uninsured and act immediately to protect, avert or minimise your loss. This may include:

- making arrangements to have your vessel lifted out of the water following sinking or partial sinking
- making the vessel watertight and weatherproof following damage
- securing access to the vessel following a break-in
- reporting theft, attempted theft or malicious damage to the police
- immediate preservative action to protect the engines

You should be aware that until such time as we have received all the information we require to consider the full details of the claim, any costs incurred in minimising the loss or damage will be for your own account, which following our conclusion of the claim may not be recoverable under this insurance.

#### **What you should do next:**

Contact your insurance advisor as soon as you can and provide the following information:

- your name, address, telephone and email address
- the date of the incident
- how and where the loss or damage took place
- telephone numbers and contact details for any person who can provide us with additional information concerning the loss or damage
- the crime reference number given to you by the police

You will be asked to provide us with two estimates for repairing any damage or for replacing any items which are lost or damaged.

#### **THIRD PARTY CLAIMS**

If you are involved in any incident which involves another vessel or other person(s), it is important you are aware of the following:

##### **What we ask of you:**

- do not admit liability or indicate any responsibility
- inform your insurance advisor of the details of the incident
- if you feel that the other person(s) is responsible for the incident you should write immediately to the third party holding them liable and asking them to provide you with details of their insurers. You must also send a copy of the letter and any response, unanswered, to your insurance advisor
- if you receive any correspondence from a third party or their insurer holding you liable you must forward this, unanswered, to your insurance advisor immediately.

#### **PERSONAL ACCIDENT CLAIMS**

##### **What you should do:**

- place yourself or any insured person on board under the care of a qualified medical practitioner as soon as possible
- inform your insurance advisor if the insured person is hospitalised outside of the United Kingdom
- inform your insurance advisor of the details of the accident
- forward all medical bills and prescription details to your insurance advisor

##### **What we will do in return:**

- send you a claim form(s) together with any initial advice or request for supporting documentation at the very latest within 72 hours of notification to us
- set in place a computerised diary tracking of each claim to avoid delays and to monitor progress
- appoint a surveyor and decide where the vessel is to be taken for docking or repair (we will pay any additional expenses which this causes). We shall also have the right to obtain competitive tenders or repair estimates
- if deemed necessary by your Insurer we will appoint a qualified medical practitioner to review any medical evidence submitted and to undertake any medical examination of the insured person.



## CANCELLATION

If you decide you do not want to accept your new policy or renewal you must return the certificate of insurance and all documents to us or your insurance advisor within 14 days of receiving it or renewal documents 14 days from your renewal date. We will only charge you on a pro rata basis for time you have been on cover, although we will always retain a minimum premium of £50 + tax + cancellation fee (or equivalent currency as per schedule). Your insurance advisor may wish to apply a charge for their service. The balance will be returned to you.

You or we may cancel the policy at any other time subject to us both having to give each other 30 days notice or by mutual agreement. Any return of premium will be calculated as above.

Should the vessel be sold or ownership transferred you must notify us or your insurance advisor immediately. In respect of a jointly owned vessel, confirmation of the sale or transfer of ownership will be required from all parties. The insurance shall become cancelled from the date of sale or transfer and a pro rata daily return of premium calculated on the annual premium charged subject to our cancellation fee. Your insurance advisor may wish to apply a charge for their service.

## LANGUAGE

The language of this insurance policy is English. We will communicate with you in English unless you have our written agreement prior to inception of this insurance.

## LAW

### THE LAW APPLICABLE TO THE CONTRACT

The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English law and jurisdiction.

## COMPLAINTS PROCEDURE

This policy is underwritten by Certain Underwriters at Lloyd's through binding authority granted to Nautical Insurance Services Limited.

It is our aim to provide you with a high standard of service. If for any reason you are dissatisfied with our service you may state your complaint in writing, marking the letter:

'For the attention of the Managing Director', Nautical Insurance Services Limited, at the address detailed on the introduction page of this policy booklet.

If the complaint cannot be resolved you have the right to refer your complaint to the Complaints Advisory Department  
Lloyd's  
1 Lime Street  
London  
EC3M 7HA

[complaints@lloyds.com](mailto:complaints@lloyds.com)

Nautical Insurance Services Limited is covered by the Financial Ombudsman Service. This means that in the event that you make a complaint and are dissatisfied with our response, you may refer to the Financial Ombudsman Service for an independent decision in addition to any other action you may subsequently wish to take.

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

[complaint.info@financialombudsman.org.uk](mailto:complaint.info@financialombudsman.org.uk)

An application to the Financial Ombudsman Service must be made within 6 months of being notified of our final decision about your complaint.

### COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting FSCS directly on 020 7892 7300





**Nautical**

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