

# Porthcawl Insurance Consultants (UK) Limited

## PIC Inland Waterway Insurance Plan

### 1. Cover

- (a) All risks of accidental, physical, loss or damage to the Vessel and property described in the Certificate of Insurance.
- (b) Loss or damage caused by latent defect in the Vessel (but excluding to cost or expense of replacing the defective part), negligence, malicious acts and theft are also covered, unless such loss or damage results from any failure on the part of any Insured to take reasonable measures to maintain and safeguard the Insured vessel and property described in the Certificate of Insurance (**Please note particular limitations relating to machinery in Clause 5**).
- (c) Salvage charges incurred in preventing a loss by any risk covered by this insurance and reasonable expenses incurred in averting or minimising a loss by such risks.

The word "Vessel" means the Vessel herself, her machinery, boat(s), gear and equipment such as would normally be sold with the vessel, being the property of the Insured named in the Certificate of Insurance. It does not include moorings.

**All cover is subject to any exclusion in this policy wording and any conditions in the Certificate of Insurance. Please note particularly the exclusions in Clause 5.**

### 2. GEOGRAPHICAL LIMITS AND USE OF THE VESSEL

- (a) The Vessel is only covered within the inland non-tidal waters of the United Kingdom including tidal stretches for access to the inland system, Thames to the Woolwich Barrier, Broads and Fens, and up to 30 days coastal use subject to prior advice or as specified in the Certificate of Insurance. The Vessel is also covered while in transit by road within the United Kingdom but excluding any liability to third parties.
- (b) Warranted that the Vessel is not used as a houseboat or place of residence.
- (c) Warranted that the Vessel is used solely for private pleasure purposes and not let out on hire, charter or reward unless agreed by Insurers in writing.

### 3. CHANGE OF OWNERSHIP

Should the Vessel be sold or transferred to new ownership, or where the Vessel is owned by a company, should there be a change in the controlling interest of the company, this insurance shall be cancelled from that time.

### 4. CANCELLATION

You may cancel your insurance for any reason within 14 days of the latter of the date your cover started or the day you received your insurance package.

If you cancel within the 14 days then you will be entitled to a full return of premium.

If the insurance is cancelled after 14 days from inception, a pro-rata return of premium will be given subject to a minimum premium of £30 being retained.

In addition to the above, this insurance may be cancelled by either party, but if by Insurers, it will be subject to 15 days written notice to the Insured or his agent. This insurance may also be cancelled by mutual agreement.

### 5. EXCLUSIONS

**This clause is paramount and no claim shall be allowed in respect of:-**

- (a) loss, damage, liability or expense intentionally caused or incurred by, or with the consent of, any Insured, or arising from un sea worthiness resulting from any act or omission of any Insured.
- (b) the cost of making good any defect resulting from any repair, alteration or maintenance work carried out on the Vessel.
- (c) any loss or expenditure incurred in remedying a fault or error in design or construction or any cost or expense incurred by reason of betterment or alteration in design or construction.
- (d) Wear and tear, gradual deterioration, lack of reasonable maintenance, mechanical derangement, weathering, or damage caused by insect, vermin, damp and marine life
- (e)
  - (i) Theft of insured gear and equipment, unless following violent forcible
    - (a) entry into the Vessel or place of storage, or
    - (b) removal of fixed gear or equipment from the exterior of the Vessel.
  - (ii) theft of insured personal effects, unless following violent forcible entry into the Vessel or place of storage
  - (iii) theft of the outboard motor unless secured to the Vessel by an appropriate anti-theft device in addition to its normal method of attachment, or following violent forcible entry into the Vessel or place of storage.
  - (iv) theft or loss of boat(s) not permanently marked with the name of the parent Vessel.
- (f) loss of or damage to protective covers more than 5 years old split by the wind or blown away
- (g) loss, damage, expense or liability directly or indirectly arising from capture, seizure, arrest, restraint or detention, war, civil war, terrorism, revolution, rebellion, insurrection, civil conflict or commotion.
- (h) loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from
  - (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

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- (iv) the radioactive, toxic, explosive or 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 similar peaceful purposes.
- (i) unrepaired damage in addition to a subsequent total loss sustained during the period covered by this insurance.
- (j) loss or damage to engine(s), gearbox(s), electrical machinery, electrical equipment, batteries and connections resulting from
  - (i) negligence of any person
  - (ii) latent defect
  - (iii) frost, unless all reasonable precautions have been taken
  - (iv) water, unless by sudden accidental incursion into the Vessel.

## **IN ADDITION WHERE THE MAXIMUM DESIGNED SPEED OF THE VESSEL OR HER BOAT(S) EXCEEDS 17 KNOTS (20 M.P.H.)**

### **no claim shall be allowed in respect of:-**

- (k) loss, damage, liability or expense arising from such Vessel or boat(s) being left unattended off an exposed beach or shore.
- (l) loss, damage, liability or expense arising while such Vessel or boat(s) is racing or on speed tests or trials.
- (m) loss, damage, liability or expense arising while such Vessel or boat(s) is underway unless the Insured or other competent person authorised by the Insured is on board and in control of such Vessel or boat.
- (n) loss, damage, liability or expense caused by or arising through fire or explosion on such Vessel or boat if equipped with inboard machinery, unless such Vessel or boat is equipped in the galley with adequate fire extinguishing apparatus and in the engine room with an adequate fire extinguishing system automatically operated or having controls at the steering position(s), or outside and adjacent to the engine room and all properly installed and maintained in efficient working order.

## **6. PERSONAL EFFECTS**

When an amount for personal effects, being the personal property of the Insured or the Insured's family, is included in the Certificate of Insurance, those personal effects are insured against physical loss or damage on the terms of this insurance while on board the Vessel, and while in transit between the Insured's place of residence and the insured Vessel.

In addition the following shall apply:-

- (a) where the total value of the personal effects on board the Vessel at the time of the loss exceeds the amount insured for personal effects in the Certificate of Insurance, any claim shall be reduced proportionately.
- (b) no single item with a value in excess of £200 is insured unless declared and agreed in writing.
- (c) jewellery, currency, travellers cheques and consumable stores are not covered. Breakage of articles of a brittle nature is not covered.

Personal effects are not covered by this insurance if they are covered under any other policy of insurance, or but for the existence of this insurance would be covered under any other policy of insurance.

## **7. MARINA BENEFITS**

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

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

## **8. LIABILITIES TO THIRD PARTIES**

- (a) The Insurers will indemnify the Insured in respect of all claims which the Insured shall by reason of interest in the insured Vessel become legally liable to pay and shall pay. The indemnity payable in respect of any one accident, or series of accidents arising out of the same event, shall be limited to the insured value of the Vessel or to the sum specified in the Certificate of Insurance for that purpose.
- (b) When the liability of the Insured has been contested with the consent in writing of the Insurers, they will also pay the legal costs which the Insured shall thereby incur or be compelled to pay.
- (c) The protection of this Clause 8 shall extend to any person navigating or in charge of the Vessel with the consent of the Insured other than a person operating, or employed by the operator of any ship yard, repair yard, slipway, marina, yacht club, sales agency, delivery contractor or similar organisation. This extension shall be subject to all terms, conditions and warranties of this insurance.
- (d) This insurance does not cover:-
  - (i) any claim or liability excluded under Clause 5
  - (ii) any liability to the Insured or any owner of the Vessel
  - (iii) any liability admitted or agreed without the written consent of the Insurers
  - (iv) any claim arising directly or indirectly from any accidents to, or illness of, workmen or any person employed in any capacity whatsoever by the Insured (or any other person to whom the protection of this insurance is afforded) in, on, about or in connection with the Vessel
  - (v) any liability arising while the Vessel is used for, or in connection with, water-skiing, aquaplaning, or similar activity, unless expressly agreed in writing, in which case insurers liability shall be limited to the insured value of the Vessel or the sum specified in the Certificate of Insurance for that purpose
  - (vi) any liability arising while the Vessel is used for or in connection with paragliding
  - (vii) punitive or exemplary damages, however described.

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## 9. EXCESS AND DEDUCTIONS

- (a) The excess specified in the Certificate of Insurance shall be deducted from all claims arising out of each and every incident, other than total loss or constructive total loss of the Vessel, or total loss of items separately declared and valued in the Certificate of Insurance.
- (b) **Prior to the deduction under 9(a) and in addition** all claims for loss of or damage to protective covers and sails may be subject to a deduction new for old not exceeding one third of the repair or replacement cost at Insurers discretion.
- © The maximum amount payable by Insurers for loss or damage to outboard motors shall be the actual current market value of the outboard at the time of the loss or damage, or the sum insured for the outboard as shown in the Certificate of Insurance, whichever is the smaller.
- (d) Insurers may, at their option, repair or replace with property of similar age, type and condition all or any part of the Insured Vessel or property lost, damaged or destroyed instead of paying the amount of the loss or damage in money.

## 10. CONSTRUCTIVE TOTAL LOSS

A claim for constructive total loss shall be recoverable when the cost of recovery and/or repair of the Vessel, following an insured loss, exceeds the insured value.

## 11. CLAIMS

In the event of any occurrence which might give rise to a claim under this insurance the Insured must give immediate notice to Insurers and take appropriate action to minimise a loss. A surveyor may be appointed to represent Insurers. In the event of fire, malicious damage or theft immediate notification must be given to the local police. The Insured must provide all reasonable assistance in pursuing any recovery from a third party. The Insurers have the option of appointing solicitors who shall represent the Insured in the defence of any third party claim covered by Clause 8 and in any event the Insurers shall direct progress of such defence.

## 12. NO CLAIM BONUS

In the event of no claims being paid or outstanding at the expiry of a 12 month insurance the renewal premiums will be reduced as follows:-

- By 5% after 1 year
- By 10% after 2 consecutive Years
- By 15% after 3 consecutive years
- By 20% after 4 consecutive years

This clause does not imply an obligation upon Insurers to renew insurance.

## 13. 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

Any complaint relating to the handling of your insurance/claim should be forwarded to: The Managing Director, Porthcawl Insurance Consultants (UK) Ltd, 43 Mary Street, Porthcawl, CF36 3YN.  
Tel: 01656 784866 Fax: 01656 784872 E-Mail: [reception@porthcawl-insurance.co.uk](mailto:reception@porthcawl-insurance.co.uk)

In the event that you are dissatisfied with our handling of your complaint you can at anytime refer the matter to Policyholder & Market Assistance, their address is: Lloyd's Market Services, One Lime Street, London EC3M 7HA  
Tel: 020 7327 5693 Fax: 020 7327 5225 E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com).

Complaints that cannot be resolved by Policyholder & Market Assistance may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

## **PERSONAL ACCIDENT EXTENSION WORDING**

**This insurance is only applicable if the insurance to which it is attached is in the name of an individual.**

### **1. COVER**

This insurance will indemnify the insured person for bodily injury caused by an accident, or to the Executors or Administrators in the event of the death of the insured person during the period of this insurance while on board or embarking onto 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 clause is attached.

### **2. PERIOD OF INSURANCE**

This insurance shall be for the same period as the insurance on the Vessel as set out in the Certificate of Insurance.

### **3. GEOGRAPHICAL LIMITS AND USE OF VESSEL**

This insurance shall remain in force provided the Vessel to which this insurance is attached is

- (a) within the area defined in the Certificate of Insurance.
- (b) used solely for private pleasure purposes and not let out on hire or reward unless agreed by Insurers in writing.

### **4. DEFINITIONS**

"Bodily Injury" means identifiable physical injury arising solely and independently of any cause (other than illness directly resulting from medical or surgical treatment rendered necessary by such injury) which occasions the death or disablement of the insured person within 12 months from the date of the accident.

"Insured Person" means any person on board the Insured Vessel other than any person employed in any capacity whatsoever by any owner of the Vessel.

"Permanent Total Disablement" means disablement which entirely prevents the insured person from attending to any business or occupation for which he is reasonably suited by training, education or experience and which lasts 12 months and at the expiry of that period is beyond hope of improvement.

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

"Vessel" means the craft specified in the Certificate of Insurance to which this wording is attached.

### **5. 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 £10,000. No more than six claims may be made under this insurance during the period of the insurance.

Claims under A, B, C, D, E & F below shall only be considered when death or loss occurs within twelve months of the accident

- A. Death £10,000
- B. Total and irrecoverable loss of sight of both eyes £10,000
- C. Total and irrecoverable loss of sight of one eye £10,000
- D. Loss of one limb £10,000
- E. Loss of two limbs £10,000
- F. Total and irrecoverable loss of one limb and one eye £10,000
- G. Permanent Total Disablement (other than total and irrecoverable loss of sight of one or both eyes or loss of limb(s) £10,000

### **6. EXCLUSIONS**

**This insurance does not cover death or disablement directly or indirectly arising out of or consequent upon or contributed by:-**

- (a) loss, damage, expense or liability directly or indirectly arising from capture, seizure, arrest, restraint or detainment, war, terrorism, civil war, revolution, rebellion, insurrection, civil conflict or commotion.

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- (b) loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from
  - (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - (iv) the radioactive, toxic, explosive or 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 similar peaceful purposes.
- (c) suicide or attempted suicide or intentional self injury or the insured person being in a state of insanity.
- (d) deliberate exposure to exceptional danger (except in an attempt to save human life), or the Insured's own criminal act.
- (e) illness or disease.

## 7. MEDICAL EXPENSES

In addition to the benefits set out herein and subject at all time to any limits, conditions, exclusions this insurance shall extend to cover doctor's or surgeon's fees (subject to a limit of £500 any one accident) for the attendance upon the Insured or his family or crew incurred as a direct result of personal injuries caused by the Vessel sinking, being in collision or on fire.

## 8. CLAIMS

- (a) Notice must be given to the Insurers as soon as reasonably practicable of any accident which causes or may give rise to a claim within the meaning of this insurance.
- (b) The insured person must, as soon as possible, place himself under the care of a duly qualified medical practitioner.
- (c) 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 adviser appointed by or on behalf of Insurers and that such medical adviser and advisers shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make examination of the insured person.
- (d) Any fraud or concealment or deliberate mis-statement by an insured person if unknown to the Insured 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 the Insured shall render the whole insurance null and void and all claims hereunder shall be forfeited.

## 9. 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

Any complaint relating to the handling of your insurance/claim should be forwarded to: The Managing Director, Porthcawl Insurance Consultants (UK) Ltd, 43 Mary Street, Porthcawl, CF36 3YN.  
Tel: 01656 784866 Fax: 01656 784872 E-Mail: [reception@porthcawl-insurance.co.uk](mailto:reception@porthcawl-insurance.co.uk)

In the event that you are dissatisfied with our handling of your complaint you can at anytime refer the matter to Policyholder & Market Assistance, their address is: Lloyd's Market Services, One Lime Street, London EC3M 7HA  
Tel: 020 7327 5693 Fax: 020 7327 5225 E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com).

Complaints that cannot be resolved by Policyholder & Market Assistance may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.