


Provided by: Navigators & General is a trading name of Geo Underwriting Services Limited. Authorised and regulated by the Financial Conduct Authority. FCA Register Number 308400. Registered Office: Navigators & General, C/O Apogee, 6-8 Bonhill Street, London, EC2A 4BX Registered in England 4070987.


Underwritten by HCC International Insurance Company plc ('HCCII'), trading as Tokio Marine HCC. HCCII is registered in England and Wales (Company Reg No:01575839) with registered office at 1 Aldgate, London EC3N 1RE. HCCII is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Firm Registration Number 202655).


This document is a summary of what this type of insurance does and doesn't cover. Complete individual pre-contractual and contractual information is provided in your policy documentation.



What is this type of insurance?



This is a boat insurance policy providing cover options whilst ashore or afloat, being lifted, hauled out or launched and in transit by road, rail, air or car ferry. Your Legal Liability arising from your interest in your boat is provided as standard.




	What is insured?	Covered limit
Section 1 – Your Vessel		
✓	Whilst ashore or afloat, being lifted, hauled out or launched, in transit by road, rail, air or car ferry	Sum insured as stated in the certificate of insurance
✓	for losses arising from: <ul style="list-style-type: none">all risks of accidental damage;theft, fire and/or explosion;acts of piracy;deliberate damage (not caused by you);latent defect;electrolysis caused by a sudden and identifiable cause.	
✓	for accidental loss or damage due to: <ul style="list-style-type: none">a failure or breakdown of machinery;gradual deterioration;main engine and gearbox component failure.	
✓	You are also covered for salvage charges.	
Section 2 – Your Liability to Others		
✓	Cover for any sums you are legally liable to pay, resulting from: <ul style="list-style-type: none">damage to another vessel or property;death or injury;pollution and other financial losses.	Up to the amount stated in the certificate of insurance
✓	Legal costs to defend a claim.	
✓	Fees / expenses to attend official enquiries.	
Section 3 – Personal Belongings		
✓	Cover whilst on board the vessel, in storage or in a vehicle or in transit for: <ul style="list-style-type: none">all risks of accidental loss or damage;theft, fire and/or explosion;acts of piracy or vandalism.	2% of the vessel sum insured up to £2,000 or as shown in the certificate of insurance
Section 4 – Emergency Medical Expenses		
✓	Emergency medical expenses, for you, your family and guests following an accident whilst on board / getting on or off the vessel.	Up to £5,000 per person
Section 5 – Personal Accident		
✓	Cover for you, your family and guests following an accident whilst on board / getting on or off the vessel which results in death, loss of limb and / or foot, loss of sight or permanent total disability.	£20,000 per person

	What is not insured?
Section 10 – General Exclusions	
✗	You are not covered for any claim arising: <ul style="list-style-type: none"> while the vessel is outside the agreed cruising range unless to safeguard the vessel, you or your guests; when the vessel is used for charter, hire or commercial letting unless agreed by us; due to the person in charge of the vessel being impaired by alcohol or drugs; from terrorism, war, civil war, conflict, commotion and riot; from lawful arrest, restraint or detainment of the vessel.
✗	You are also not covered for: <ul style="list-style-type: none"> loss of use of the vessel, loss of profits or loss of value; punitive or exemplary charges or costs resulting from criminal proceedings; loss or damage to your moorings, unless agreed by us; racing, if the vessel is not a sailing vessel; any applicable excesses stated on the certificate of insurance and in the policy.
Section 1 – Your Vessel	
✗	No cover is provided as a result of: <ul style="list-style-type: none"> reduction in the value of the vessel due to damage and/or repair; any defect from repair, alteration or maintenance work carried out on the vessel; any fault or error in design or construction; gradual deterioration, frost and / or freezing (unless certain conditions are met); water getting into the vessel unless sudden and unforeseen; gradual accumulation of rainwater or snow unless from sudden, rare and extreme weather; theft of gear and equipment unless removed by force; sails split by the wind or blown away.
Section 2 – Your Liability to Others	
✗	No cover is provided in respect of liabilities: <ul style="list-style-type: none"> of anyone who is employed by a ship yard, yacht club or similar organisation; whilst the vessel is attached to carried on or towed by a motor vehicle; for accidents or illness to any person engaged by you in connection with the vessel under a contract of employment; whilst the vessel is used for water-skiing and similar activities unless we have agreed. any liability of You or anybody on board being engaged in any underwater sport or activity from the time of leaving the Vessel until safely back on board

	What is insured?	Covered Limit
Section 6 – Racing (Optional Cover)		
	<p>If shown in the certificate of insurance, cover is provided for:</p> <ul style="list-style-type: none"> loss or damage to mast, spars, sails and rigging; loss of race entry fees if the vessel is unable to take part in an entered event as a result of a loss under Section 1 of the policy. 	<p>Up to the amount stated in the certificate of insurance.</p> <p>Loss of race entry fees £1,000</p>
Section 7 – Additional Benefits		
✓	<p>Marina Benefits You will not lose your No Claims Bonus or pay an excess if a claim occurs in a marina.</p> <p>Small Craft Hire benefit If your vessel (up to 23 feet) suffers loss or damage while on holiday and cannot be used, for hire of a similar vessel.</p> <p>Accommodation/Travel expenses Accommodation and repatriation costs following a claim where your vessel is uninhabitable..</p> <p>Bicycles and Mopeds Theft cover following forcible or violent entry including total loss of the vessel.</p> <p>Bottom Inspection following a Grounding. We will pay the costs for the inspection of the vessels bottom following grounding.</p> <p>Single Handed Sailing For period not exceeding 24 hours</p>	<p>Up to £50 per day for 7 days</p> <p>Up to £750</p>
Interpretations		
	Where £ Sterling is noted this will be calculated as the £ Sterling equivalent in the currency shown on your certificate of Insurance.	

	What is not insured?
Section 3 – Personal Belongings	
✗	<p>No cover is provided:</p> <ul style="list-style-type: none"> for jewellery, cash, debit/credit cards, eyewear, mobile personal electronic devices and other forms of computer equipment unless agreed by us; for theft unless taken from a locked vessel by force; for any single item in excess of £1,000 unless agreed by us. any loss or damage to fishing equipment, water skis, water toys, diving or sports equipment whilst in use.
Section 7 – Additional Benefits	
✗	<p>Accommodation/ Travel expenses only applies if the vessel is outside her usual mooring location and whilst outside your country of domicile.</p> <p>Bicycle's and Mopeds are subject to prior details being approved by us.</p> <p>Bottom inspection following a grounding is subject to our prior agreement</p>
	Are there any restrictions on cover?
!	<ul style="list-style-type: none"> Conditions apply in respect of the security of the outboard motor and serial number is required in the event of a claim. Limits and deductions apply to certain items (including outboard motors) over 5 years old at the time of a claim. Unless agreed by us, cover for sinking or swamping whilst the vessel is unattended is excluded if the vessel is less than 17 feet and the maximum designed speed is in excess of 17 knots. Where the maximum designed speed of the vessel is over 17 knots there are specific fire extinguisher requirements to provide fire and explosion cover.

	Where am I covered?
✓	You are covered while the vessel is within the cruising range shown in the certificate of insurance.
	What are my obligations?
	<p>You must make sure users in charge of the vessel have appropriate experience.</p> <p>The vessel must not be navigated single-handed for a period over 24 consecutive hours.</p> <p>You must maintain the vessel for the use intended and not use or allow the vessel to be used for any unlawful purpose.</p> <p>The vessel must comply with all statutory, local regulations or licencing conditions.</p> <p>In the event of a claim you must notify Porthcawl Insurance Consultants Ltd. as soon as possible. You must assist us and anyone else we appoint, such as surveyors and solicitors and not authorise any repairs or replacements for which a claim is made without our prior approval. You must take reasonable care to provide complete and accurate answers to questions we or the insurer ask. You must tell us immediately if any of the details you have told us change</p>

	When and how do I pay?
	For full details of when and how to pay you should contact Porthcawl Insurance Consultants (UK) Ltd.
	When does the cover start and end?
	This insurance is issued for a twelve month period or as shown on your certificate of insurance.
	How do I cancel the contract?
	<p>You can cancel this insurance at any time by contacting us.</p> <p>During the 14 day cooling off period, we will provide a full refund of the premium paid, unless you have made a claim.</p> <p>After the 14 day, we will refund the premium paid, less the proportionate amount for the time you were on cover. The minimum we will charge will be £50 plus insurance premium tax.</p> <p>There will be no refund if you have made a claim.</p>

Porthcawl Insurance Consultants Limited

Specialist Marine Insurance Services

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e : reception@porthcawl-insurance.co.uk

w : www.porthcawl-insurance.co.uk



Cardinal Mark All Risks
Marine Insurance Policy

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Section A) The Product Disclosure



Porthcawl Insurance Consultants Ltd commitment:

Porthcawl Insurance Consultants (UK) Ltd (PIC Ltd) also trading as Insurance-4-Boats.co.uk is dedicated to providing marine insurance products that provide quality protection with competitive pricing. We are proud to establish successful partnerships with our clients, our staff members, and our insurance companies, that respect the interests and goals of each party.

Success is measured by our clients choosing us and remaining with us because of their belief in our ability to meet or exceed their expectations of price, product, service, and expertise.

How can we help?

PIC Ltd. are here to help and answer any questions you may have:

If you enquired through a broker and not directly to PIC Ltd. please contact your broker.

Otherwise:

Call Porthcawl +44 (0)1656 784866
Email: reception@porthcawl-insurance.co.uk
Write to: 47 Mary Street, Porthcawl Mid Glamorgan, CF36 3YN

About PIC Ltd / Insurance-4-Boats.co.uk

PIC Ltd is a general insurance underwriting agency specialising in providing insurance products for Yacht & Motorboats. We are Authorised and Regulated in the United Kingdom by the Financial Conduct Authority (FRN 306748) and are authorised to arrange, issue and provide general advice on general insurance products and handle claims.

PIC Ltd. have been given a Binding Authority by Navigators and General which is a trading name of Geo Underwriting Services Ltd to provide Yacht and Motorboat insurance and to issue this insurance product and bind insurers as agent of the insurer.

PIC Ltd. holds permission to conduct Credit Broking.

About Your Insurer

The insurer of your Policy is Navigators and General.

Navigators and General is a trading name of Geo Underwriting Services Limited who administer the insurance on behalf of HCC International Insurance Company plc ('HCCII'), trading as Tokio Marine HCC. HCCII is registered in England and Wales (Company Reg No: 01575839) with registered office at 1 Aldgate, London EC3N 1RE. HCCII is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Firm Registration Number 202655).

In this document the insurers acting through their agent PIC Ltd. are referred to as "we", "us" and "our".

Understand Your Duty of Disclosure

You have a duty to take reasonable care when answering any questions we ask by ensuring that all information provided as part of your insurance application, including at renewal and when an amendment to your policy is required, is accurate and complete. If you carelessly provide to the insurer, false or misleading information it could adversely affect your policy and any claim. If you deliberately or recklessly provide false or misleading information the insurer will be entitled to treat your policy as if it never existed and decline all claims.

Applying for Cover

To apply for this insurance you must complete the enquiry form. We will use this information supplied by you to decide the terms of cover we will provide. We may require additional information to assist us in providing terms.

It is important to provide us with accurate information and we ask you to refer to the Duty of Disclosure section above.

Where we agree to provide cover we will issue you with a Certificate Schedule which sets out important information:

❖ Period of Your Insurance

This will be shown on your Certificate Schedule. We cannot back-date cover unless we have agreed to hold covered the insurance pending certain information.

❖ The Premium

This will be clearly stated and will clearly show any application of fees, insurance premium tax or other governmental tax or levy that may be applicable.

Premium must be paid prior to commencement of the period of Insurance or at a date agreed in writing with us. Failure to make payment may invalidate the insurance and claims may not be paid.

❖ What is Insured .

The details of what is being insured will be clearly stated on the Certificate Schedule, this will include the property and liability being covered.

❖ **Limits of the Cover**

These will be shown in the Certificate and in the Policy Wording; you will need to read these carefully to ensure that they are adequate for your needs.

❖ **The Excesses that will apply**

This is the first amount payable by you when a claim is accepted. This is clearly stated and any additional or special excesses may be noted in endorsements or conditions section of the Certificate.

❖ **Endorsements, Subjectivities and Special Conditions**

This is where there may be any special restrictions or agreements made outside of the standard policy wording but form part of the cover being provided. It is very important that you read these carefully and where there are any requirements or restrictions that you are able to comply with these fully.

❖ **No Claims Bonus**

You may be eligible for a no claims bonus which is a discount on your premium when you buy the policy if you have not experienced a boat claim. You are entitled to a maximum 25% no claims bonus if you have experienced no pleasure craft related claims in the last 5 years and have been insured with us for one year.

❖ **No Claims Bonus Protection**

If you have not had a claim for 5 years or more, we may give you the opportunity to protect your no claims bonus for a small additional premium.

In the event of a claim occurring during the policy period your no claims bonus will not be affected

❖ **Excess Waiver**

We may give you the opportunity to purchase Excess Waiver cover; in the event of a claim, your excess may not apply if you make a claim under the policy unless noted as not applying as part of any additional Endorsements or Conditions in the Certificate.

How to Renew

When your policy is due for renewal, we will try to contact you at least 21 days before the period of insurance ends with full details of your next year's premium and policy terms and conditions.

If you do not want to renew this policy, please contact us or your broker before the renewal date. Occasionally, we may not be able to offer to renew your policy. If this happens, we or your broker will contact you before the expiry of your policy to allow enough time for you to make alternative insurance arrangements.

Important information

Taking care of Your vessel

Remember that your policy is not a maintenance contract. It is up to you to ensure that all measures are taken to maintain your vessel and machinery.

Important Notice

The amount we have insured your vessel for is the agreed value of the vessel.

If the information you have provided about the value of the vessel (including the price you bought it for) is false your insurance cover may not be valid and we may refuse to pay your claim.

The terms of your policy and premium are based on the information you have provided to us. You must ensure that all facts given are correct and you must contact us immediately if there are any changes to the information you have provided or at any time you discover that the information is incorrect.

Examples include, but are not limited to:

- changes in the condition, market value or use of the vessel;
- criminal charges or convictions of any person having an interest in the vessel; and
- change in the mooring location or type of mooring for the vessel.

A failure to provide full and accurate information may invalidate your policy and may result in all or part of a claim not being paid. If you are in any doubt please contact us.

Taxes

There may be circumstances where taxes may be due that are not paid via us. If this occurs then it is your responsibility to ensure that these are paid direct to the appropriate authority.

Language

Unless otherwise agreed in writing the language of your policy and any communication throughout the duration of the policy will be in English.

Law and Jurisdiction

Your policy shall be governed by and construed in accordance with English law and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with your policy, or its subject matter or formation (including non-contractual disputes or claims) unless specifically agreed to the contrary.

Privacy

Your information has been, or will be, collected or received by Porthcawl Insurance Consultants Ltd and your insurer Navigators and General. We will manage personal data in accordance with data protection law and data protection principles.

Purpose of collection

We require personal data in order to provide good-quality insurance and ancillary services and will collect the personal data required to do this. This may be personal information such as name, address, contact details, identification details, financial information and risk details.

If You provide us with personal information about anyone else, we will rely on you to have told them that You will provide their information to us, to whom we may provide it, the purposes for which we will use it and that they can access it. If the information is sensitive, we rely on you to have obtained their consent on these matters.

Access to Information

You can check the personal information **We** hold about **You** at any time.

This Data Protection Notice explains what personal information is collected and how this is used. In accepting this insurance it will be understood that You have read and accepted the terms of this Data Protection Notice. All phone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes. Navigators and General a trading name of Geo Underwriting Services Limited will process Your details in accordance with the Data Protection Act 2018 and/or other applicable legislation in force. You are entitled to know what personal data is held on You and to make what is referred to as a "Data Subject Access Request" ('DSAR'). You are also entitled to request that Your personal data be corrected in order that Geo hold accurate records. In certain circumstances, You have other data protection rights such as that of requesting deletion, objecting to processing, restricting processing and in some cases requesting portability. Further information on Your rights is included in our Privacy Policy. If You wish to make a Data Subject Access Request ('DSAR') to access, correct, update or request deletion of Your personal data, Geo will ask You to provide a copy of any two of the following documents: Driver's licence, Passport, Birth certificate, Bank statement (from the last 3 months) or utility bill (from the last 3 months).

Geo will respond to all requests from individuals wishing to exercise their data protection rights in accordance with applicable data protection laws. If You would like to exercise Your data protection rights or have any questions,

please email - advisorydataprotection@ardonagh.com

or in writing to:

The Ardonagh Advisory Data Protection Officer
Suite P, The Octagon, Colchester, CO1 1TG

You can also complain to the ICO if you are unhappy with how we have used your data.

Information Commissioner's Office
Wycliffe House, Water Lane, Wilmslow, SK9 5AF

Or

Visit : ico.org.uk

To review the data policy of HCC International Insurance Company plc go to www.tmhcc.com/en/legal/privacy-policy

or email

DPO@tmhcc.com

Fair Processing Notice

The privacy and security of **Your** information is important to us. This notice explains who **We** are, the types of information **We** hold, how **We** use it, who **We** share it with and how long **We** keep it. It also informs **You** of certain rights **You** have regarding **Your** personal information under current data protection law. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

Who are We?

Geo Underwriting Services Ltd (part of the Ardonagh Group of companies) is the Data Controller of the information **You** provide **Us** and is registered with the Information Commissioner's Office for the products and services **We** provide to **You**.

You can contact **Us** for general data protection queries by email to advisorydataprotection@ardonagh.com or in writing to The Ardonagh Advisory Data Protection Officer, Suite P the Octagon, Colchester, CO1 1TG. Please advise **Us** of as much detail as possible to comply with **Your** request. For further information about the Ardonagh Group of companies please visit <http://www.ardonagh.com/about-us/business-portfolio>.

What information do We collect?

We will collect personal information which may include **Your** name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to **Your** enquiry or product and payment details (including bank account number and sort code) which **We** need to offer and provide the service or product or deal with a claim.

We may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing **You** with the product, service or for processing a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. **We** will therefore not seek explicit consent to process this information as the processing is legitimised by its criticality to the service provision. If **You** object to use of this information then **We** will be unable to offer **You** the product or service requested.

How do We use Your personal information?

We will use **Your** personal information to assess and provide the products or services that **You** have requested communicate with **You** develop new products and services undertake statistical analysis.

We may also take the opportunity to contact **You** about products that are closely related to those **You** already hold with **Us** provide additional assistance or tips about these products or services notify **You** of important functionality changes to **Our** websites.

Only where **You** have provided **Us** with consent to do so, **We** may also from time to time use **Your** information to provide **You** with details of marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group.

We make outbound phone calls for a variety of reasons relating to many of **Our** products or services (for example, to update **You** on the progress of a claim). **We** are fully committed to the regulations set out by Ofcom and follow strict processes to ensure **We** comply with them.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and **We** may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

Securing Your personal information?

We follow strict security procedures in the storage and disclosure of **Your** personal information in line with

industry practices, including storage in electronic and paper formats.

We store all the information **You** provide to **Us**, including information provided via forms **You** may complete on our websites, and information which **We** may collect from your browsing (such as clicks and page views on **Our** websites).

Any new information **You** provide **Us** may be used to update an existing record **We** hold for **You**.

When do we share Your information?

To help **Us** prevent financial crime, **Your** details may be submitted to fraud prevention agencies and other organisations where **Your** records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjustors) deliver some of our products or provide all or part of the service requested by **You**. In these instances, while the information **You** provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to **You** or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment.

The data we collect about **You** may be transferred to, and stored at, a destination outside of the United Kingdom("UK"). It may also be processed by staff operating outside of the UK who work for **Us** or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of information **You** have requested.

If **We** provide information to a third party **We** will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this fair processing notice.

We may of course be obliged by law to pass on **Your** information to the police or other law enforcement body, statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share your information with anyone **You** have authorised to deal with **Us** on your behalf.

How long do we keep Your information for?

We will not keep your personal information longer than is necessary for the purpose for which it was provided unless **We** are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service **We** provide. In certain cases, **We** will keep your information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by **You** or a third party at a future date, even after **Your** contract with **Us** has ended.

Your rights?

There are a number of rights that **You** have under data protection law. Commonly exercised rights are:

Access – **You** may reasonably request a copy of the information **We** hold about **You**.

Erasure – Where **We** have no legitimate reason to continue to hold your information, **You** have the right to have **Your** data deleted (sometimes known as the right to be forgotten) **You** have the right to change or withdraw **Your** consent and to request details of any personal data that we hold about **You**.

We may use automated decision making in processing **Your** personal information for some services and products. **You** can request a manual review of the accuracy of an automated decision if **You** are unhappy with it

Marketing – If **You** wish to inform **Us** of changes in consent for marketing please contact **Us** at the address and telephone number indicated in any recent correspondence or emails you received from **Us**.

If **You** are unhappy about the way **We** have handled **Your** data or upheld **Your** rights, **You** can complain to the Information Commissioner's Office (ICO) at any time. Further details of your rights can be obtained by visiting the ICO website at <https://ico.org.uk/your-data-matters>.

Cooling off Period

You have a cooling off period of fourteen (14) days from either the date **You** receive this insurance documentation; or the start of the period of insurance whichever is the later. If this insurance is cancelled within the cooling off period, then, provided **You** have not made a claim, **You** will be entitled to a refund of any premium paid. The policy will be terminated from the date we receive instructions from **You** to cancel the policy.

Contacting Porthcawl Insurance Consultants Ltd / insurance-4-boats.co.uk

We are here to help and answer any questions you may have:

If you enquired through a broker and not directly to PIC Ltd. please contact **your** broker.

Otherwise:

Call PIC Ltd. +44 (0)1656 784866

Email: reception@porthcawl-insurance.co.uk

Write: 47 Mary Street, Porthcawl,
Mid Glamorgan, CF36 3YN

What happens if I have a Claim ?

It is our aim is to give you peace of mind by providing an efficient, effective and helpful claims service.

So we can ensure the best service to you, PIC Ltd. uses the expertise of the claims service of Navigators and General to provide a direct service to you and where required, we can assist in the administration of Your claim.

To ensure a claim runs smoothly they will need your assistance, so please take the time to read this section as it contains some useful guidance and sets out some of your duties and responsibilities.

It is important that you tell them everything you know about an incident that might give rise to a claim whether you think it is relevant or not, it might become important later.

Navigators & General claims team contact details are:

By Email:	claims@navandgen.co.uk
By Post:	Navigators & General, C/O Apogee, 6-8 Bonhill Street, London, EC2A 4BX
By Telephone:	01273 863 450 from the UK +44 1273 863 450 from abroad
By Fax:	01273 863 404 from the UK +44 1273 863 404 from abroad

Office hours are 09.00 to 17.00 (GMT/BST) Monday to Friday excluding bank holidays.

You can download a claim form via the Porthcawl website at <https://www.porthcawl-insurance.co.uk/claim-form>

Procedure

It is very important that Navigators and General (N&G) are immediately informed of any event that may lead to a claim under your policy. Therefore, when you contact them please also quote your policy number if you have it to hand.

They will forward a claim form to you for completion as soon as they are told of the incident, remember you can also download a claim form via our website <https://www.porthcawl-insurance.co.uk/claim-form>

- This should be returned to (N&G), fully completed, as soon as possible whether or not you intend to make a formal claim and they may ask you to obtain estimates for repairing any damage; and/or
- to obtain quotations for the replacement of any items lost or destroyed.

Any estimates or quotations should be sent to N&G without delay although they may also ask you to obtain alternative estimates. A surveyor may be instructed by N&G to inspect and/or investigate. Except in an emergency or to prevent any further damage, repair instructions should not be given without our prior agreement.

When you are satisfied with the repairs, the invoice should be paid by you and the receipted invoices should then be forwarded to N&G for payment to you.

Useful Information

- Please remember that the repair contract is between you and the contractor. Any instructions regarding either repair or replacement must come from you. However, you must seek our agreement in the first place.
- The claim may be subject to deductions in addition to any policy excess and the clauses in your policy wording should be read carefully so that you are fully aware of these (e.g. sails, covers and outboard motors).

Helpful Claims Advice

When loss or damage occurs you should act as if uninsured. This may seem unusual advice but it is most important that in the event of any incident involving your vessel, you must take all reasonable steps to minimise the loss

Own Damage

- Take immediate action to safeguard and protect any property from further damage or deterioration (this may include first aid to the engine).
- Enlist help (professional if necessary) if immediately required to safeguard and protect your boat and equipment.
- Try to agree a realistic charge or fee if a tow is required before acceptance.
- Retain and look after all broken/torn/damaged items for inspection.

Damaged by a Third Party

- If racing, protest the Third Party if they did not accept a penalty. Obtain witness(es) statements.
- Obtain details of boat type/class/number/name/club and any witness(es) details in addition to the name(s) and address(es) of the helm and boat owner.
- Road Accidents - obtain details of the driver, vehicle and insurer and any witness(es), and/or call the Police to the scene.
- If possible write down all the details and make a sketch of the site.

Damage to Third Parties

- If a Third Party wishes to hold you liable for damage, provide them with our details, your name, policy number and boat details. you should acknowledge any correspondence and pass it on to us immediately.
- Do not make any admission of liability and do not make any offer of payment.

Theft/Vandalism

- Any theft or malicious damage should be reported to the Police promptly.
- Keep a note of the Police Crime Reference Number.
- We will also need the serial numbers of any engines, tenders etc.
- Notify your club and local harbour master with full details of the theft/vandalism.

This **Helpful Claims Advice** section is intended to provide some guidance should you have to submit a claim under your policy. It does not form part of any policy wording or give any indication of acceptance of a claim

Definitions and Words with Special Meaning

The words below, where they appear in **bold** text throughout this document, have the following meaning:

Certificate of Insurance - the document issued to **You** by **Us** entitled “**CERTIFICATE OF INSURANCE**” which details coverage, values and additional limitations.

Constructive Total Loss - where the cost of replacement or repair of the **Vessel** exceeds the **Sum Insured**.

Gradual Deterioration - the gradual degradation of the **Vessel** caused by wear and tear, rust, rot, oxidation, corrosion, electrolytic or galvanic action, wasting or weathering.

Houseboat - Houseboat: A **Vessel** that is permanently located or moored at a single location and used as a permanent/main place of residence and/or is connected to onshore mains gas or mains electricity.

Latent Defect - a hidden flaw, weakness or imperfection in the design, manufacture or build of the **Vessel** that is not apparent by routine inspection and is not a result of **Gradual Deterioration** or a lack of maintenance.

Machinery - includes but is not limited to main or auxiliary engines, outboard motors not exceeding 10hp unless specified in the **Certificate of Insurance**, gearboxes, starter motors, alternators, electrical and mechanical equipment, cables and fittings, hydraulic equipment, piping and fittings, boilers, shafts, exhaust systems, generators, air conditioning equipment, tanks, pumps and water makers.

Maximum Designed Speed - the maximum speed that the **Vessel** is designed to achieve under power as stated by the **Vessel** manufacturer with the particular engine fitted.

Personal Belongings - items of a personal nature that **You** own and use specifically for the **Vessel** that would not normally be sold with the **Vessel**.

Navigators & General - Navigators and General a trading name of Geo Underwriting Services Limited who administer the insurance on behalf of HCC International Insurance Company plc ('HCCII'), trading as Tokio Marine HCC. HCCII

Policy - the policy of insurance represented by this document together with the **Certificate of Insurance**.

Seaworthy - fit to encounter the ordinary perils of navigable waters, properly crewed, equipped, fuelled, provisioned and with the hull and all parts, equipment and gear in proper working order.

Sum Insured - the value of the **Vessel**, or other insured property as specified in the **Certificate of Insurance**.

Terrorism - the use of 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 - the **Vessel** is irretrievably lost or destroyed.

Unattended - where the **Vessel** is unoccupied and neither **You** nor any permitted user or guardian are in a position to keep it under constant observation and at the same time have a reasonable prospect of preventing any unauthorised interference.

Vessel - the **Vessel** described in the **Certificate of Insurance** including her hull, **Machinery**, gear, equipment, trolley(s) and road trailer(s). Including tender(s) used in connection with the operation of the **Vessel** not exceeding 16 feet in length unless specified in the **Certificate of Insurance**

We, Us and Our – Porthcawl Insurance Consultants Limited, acting on behalf of the insurer Navigators and General which is a trading name of Geo Underwriting Services Limited.

You, Your and Yours - the individual, company or other organisation named as the insured in the **Certificate of Insurance**.

Interpretations

Headings are included in this document for ease of reference only and shall not affect the interpretation of the **Policy**.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

Where £ Sterling is noted in the **Policy** this will be calculated as the £ Sterling equivalent in the currency shown on **Your Certificate of Insurance**.

Section 1

The Vessel

What is covered

- 1 Whilst ashore or afloat, being lifted, hauled out or launched, in transit by road, rail, air or car ferry the **Vessel** is covered for losses arising from:
 - 1.1 all risks of accidental damage;
 - 1.2 theft;
 - 1.3 fire and/or explosion;
 - 1.4 acts of piracy;
 - 1.5 acts of vandalism;
 - 1.6 deliberate damage (not caused by **You**);
 - 1.7 **Latent Defect**, excluding the cost or expense of repairing or replacing the defective part; and
 - 1.8 electrolysis caused by a sudden and identifiable cause.
- 2 Whilst ashore or afloat, being lifted, hauled out or launched, in transit by road, rail, air or car ferry the **Vessel** is also covered for:
 - 2.1 accidental loss or damage to the outboard motor and tender (up to a maximum value of £2,000 each item and £4,000 in all) or as shown in the **Certificate of Insurance**;
 - 2.2 accidental loss or damage as a consequence of a failure or breakdown of **Machinery**;
 - 2.3 accidental loss or damage as a consequence of **Gradual Deterioration**, excluding the cost or expense of repairing or replacing the deteriorated part subject to the exclusions in clause 4.11 of this Section 1; and
 - 2.4 loss of or damage to the **Vessel's Machinery** caused by the failure of any component, provided that:
 - (a) the **Machinery** is less than 10 years old from the date of first manufacture;
 - (b) is professionally installed;
 - (c) the **Maximum Designed Speed** of the **Vessel** is under 35 knots; and
 - (d) **You** can provide written evidence that all the manufacturer's maintenance recommendations have been carried out.
- 3 **You** are also covered for:
 - 3.1 salvage charges including towage or assistance costs incurred by **You** to prevent or minimise a loss covered by the **Policy**; and
 - 3.2 charges incurred to prevent or minimise a loss covered by the **Policy**.

What is not covered

- 4 No cover is provided in respect of loss or damage as a result of:
 - 4.1 any reduction in the value of the **Vessel** as a consequence of damage and/or repair;
 - 4.2 previously unrepaired damage to the **Vessel** in the event of a subsequent **Total Loss** or **Constructive Total Loss**, or the cost of temporary repairs (except where required to prevent or minimise a loss);
 - 4.3 making good any defect arising from any repair, alteration or maintenance work carried out on the **Vessel**;
 - 4.4 making good any fault or error in design or construction;
 - 4.5 theft of a tender that does not have an identifiable mark;
 - 4.6 theft of gear and equipment, unless removed by force from the **Vessel** (provided the gear and equipment was securely fixed to the **Vessel**), a locked cabin or locker, locked storage, or a locked vehicle;
 - 4.7 theft of any outboard motor whose serial number **You** do not provide **Us** within the event of a claim;
 - 4.8 theft of the outboard motor unless from a locked cabin or locker, locked storage, locked vehicle, or secured to the **Vessel** or her tender by an anti-theft device specifically designed and marketed for the purpose in addition to its normal method of attachment;
 - 4.9 theft of the trolley(s) and trailer(s) and any insured items attached to it, including the **Vessel**, unless the trolley(s) or trailer(s) has been locked with a wheel clamp, or is stolen from a locked building;
 - 4.10 theft or unauthorised removal of the **Vessel** by anyone in charge of the **Vessel** with **Your** consent;
 - 4.11 **Gradual Deterioration** unless it could not have been identified by routine inspection and could not have been prevented by servicing, maintenance or replacement in accordance with the relevant manufacturer's instructions, or generally accepted practice and advice from a qualified marine surveyor who is a member of their relevant professional surveying body;

What is not covered continued..

- 4.12 Transit by road where the **Vessel** has an overall length exceeding 9.15m (30 feet) or the transit exceeds 500km (300 miles) in total;
 - 4.13 osmosis, barnacle growth or fungal growth;
 - 4.14 incursion of water into the **Vessel** unless sudden and unforeseen, or accidental;
 - 4.15 gradual accumulation of rainwater or snow in or on the **Vessel** unless resulting from sudden, rare and extreme weather conditions; or
 - 4.16 frost and/or freezing of the **Vessel** unless **You** can provide evidence that **You** have taken all necessary preventative measures including, but not limited to, compliance with all manufacturer's recommendations or where manufacturer's recommendations do not exist; acting on the advice of a qualified marine engineer including the correct use of anti-freeze.
- 5 **You** are also not covered for loss of or damage to:
- 5.1 the **Vessel's** sails as a result of them being split by the wind or blown away whilst in use;
 - 5.2 a jet drive or jet propulsion unit as a result of ingestion, in respect of personal water craft only;
 - 5.3 consumables, which are goods used by **You** that must be replaced regularly because they wear out or are used up including, but not limited to, food, drink, paint, varnish, lubricants and fuel;
 - 5.4 **Vessels** less than 8.5 metres (28 feet) in length and RIBs (rigid inflatable boat) of any length, being stolen, swamped, stranded, sunk, or breaking adrift whilst moored or anchored unattended off an exposed beach or shore.
- 6 **You** are also not covered for:
- 6.1 the cost of repairs or replacement to the **Machinery** directly caused by **Latent Defect** or mechanical breakdown, unless cover is provided under Section 1: 2.4; or
 - 6.2 the mast, spars, sails and rigging whilst the **Vessel** is racing unless this has been agreed by **Us** and it is shown in the **Certificate of Insurance** under "Usage and Endorsements", in which case cover is extended under Section 6.

Please note that all other conditions in Section 9, exclusions in Section 10 and General Excesses and Deductions in Section 11 apply in every case.

Section 2

Your Liability to Others

What is covered

- 1 Cover is provided for any sums (up to the amount stated in the **Certificate of Insurance**) that **You**, or anyone in charge of the **Vessel** with **Your** consent, are legally liable to pay arising out of **Your** interest in the **Vessel**, resulting from:
 - 1.1 damage to any other **Vessel** or property;
 - 1.2 death or injury;
 - 1.3 pollution; and
 - 1.4 other financial losses.
- 2 In addition **We** will also pay for:
 - 2.1 legal costs incurred or required to be paid when settling or defending a claim, subject to **Our** prior written consent; and
 - 2.2 fees and/or expenses incurred in respect of attendance at any official enquiry, subject to **Our** prior written consent.
- 3 The indemnity payable shall be limited to the amount specified in the **Certificate of Insurance** in respect of any one accident, or series of accidents arising out of the same event.

What is not covered

- 4 No cover is provided in respect of:
 - 4.1 the cost that **You** may be legally liable to pay for the removal and/or disposal of the **Vessel** if:
 - (a) there is no accidental damage to the **Vessel**; or
 - (b) the damage to the **Vessel** is not wholly or substantially covered by the **Policy**.
 - 4.2 the legal liabilities of anyone operating, managing or working upon the **Vessel** who is employed by a ship yard, repair yard, marina, yacht club, sales agency, delivery contractor or similar organisation;
 - 4.3 any liability for accidents or illness to any person engaged by **You** in connection with the **Vessel** under a contract of employment;
 - 4.4 any liability to third parties admitted, accepted or agreed without **Our** consent;
 - 4.5 any liability of **You** or anybody on board being engaged in any underwater sport or activity from the time of leaving the **Vessel** until safely back on board;
 - 4.6 any liability to third parties whilst the **Vessel** is being used for water-skiing, towing of water toys, aquaplaning or similar activity unless:
 - (a) **We** have agreed to such activity and the amount of liability for this is shown in the **Certificate of Insurance**;
 - (b) the water toys are of professional design and manufacture; and
 - (c) the water toys are operated exactly in accordance with the manufacturer's instructions regarding the maximum number of riders, their size and weight and speed of operation.
 - 4.7 any liability arising whilst the **Vessel** is used for or in connection with parascending or other similar activity;
 - 4.8 any liability to third parties whilst the **Vessel** is attached to, carried on or towed by a motor vehicle or has become unintentionally detached from a motor vehicle; or
 - 4.9 any liability to any person if they or anyone else has paid for them to be on-board the **Vessel**, unless cover has been extended in accordance with Section 10, 1.2

Please note that all other conditions in Section 9, exclusions in Section 10 and General Excesses and Deductions in Section 11 apply in every case

Section 3

Personal Belongings

What is covered

- 1 Whilst on board the **Vessel**, in storage or in a vehicle or in transit between the place of storage and the **Vessel**, **Personal Belongings** are covered for **You, Your** family and guests on board the **Vessel** with **Your** permission up to an amount limited to 2% of the sum insured of the **Vessel** up to a maximum of £2,000 or such other amount as shown in the **Certificate of Insurance** for:
 - 1.1 all risks of accidental loss or damage;
 - 1.2 theft;
 - 1.3 fire and/or explosion;
 - 1.4 acts of piracy; and
 - 1.5 acts of vandalism.

What is not covered

- 2 No cover is provided in respect of:
 - 2.1 **Personal Belongings** in relation to any **Vessel** under 15 feet in length overall;
 - 2.2 any single item of **Personal Belongings** in excess of £1,000 unless agreed by **Us**;
 - 2.3 jewellery, cash, debit/credit cards, eyewear, mobile personal electronic devices and other forms of computer equipment unless agreed by **Us**;
 - 2.4 breakage of articles of a fragile or brittle nature;
 - 2.5 **Personal Belongings** insured under any other policy of insurance; or
 - 2.6 theft of **Personal Belongings**:
 - (a) unless taken by force from the locked **Vessel** or from a locked cabin or locker; or
 - (b) whilst not on the **Vessel** (unless stolen from locked storage or from a locked vehicle).
 - 2.7 any loss whilst in transit unless under **Your** care, custody or control.
 - 2.8 any loss or damage to fishing equipment, water skis, water toys, diving or sports equipment whilst in use.

Please note that all other conditions in Section 9, exclusions in Section 10 and General Excesses and Deductions in Section 11 apply in every case

Section 4

Emergency Medical Expenses

What is covered

- 1 Cover is provided for the cost of emergency medical expenses, up to a maximum of £5,000 per person, incurred by **You, Your** family and guests in respect of injuries suffered as a result of an accident whilst on board or getting on or off the **Vessel** with **Your** permission.

What is not covered

- 2 No cover is provided in respect of:
 - 2.1 anyone employed or paid to be on the **Vessel**.
 - 2.2 any pre-existing illness or injury
 - 2.3 any suicide or attempted suicide
 - 2.4 medical expenses within a person's country of residence

Please note that all other conditions in Section 9, exclusions in Section 10 and General Excesses and Deductions in Section 11 apply in every case

Section 5

Personal Accident

What is covered

- 1 **We** shall pay £20,000 to **You, Your** family and guests on board the **Vessel** with **Your** permission who has an accident whilst on board or whilst getting on or off the **Vessel**, which results in:
 - 1.1 death;
 - 1.2 physical severance or permanent loss of use of the entire arm, hand, leg and/or foot;
 - 1.3 permanent loss of sight of one or both eyes; or
 - 1.4 a permanent total disability which has lasted at least 52 weeks post incident and which prevents or precludes any gainful employment and where the medical advisors that **We** may appoint confirm that the disability will not improve.

What is not covered

- 2 No cover is provided in respect of:
 - 2.1 anyone employed or paid to be on the **Vessel**;
 - 2.2 anyone making a claim against **You** that is covered under Section 2 of the **Policy**;
 - 2.3 any pre-existing illness or injury;
 - 2.4 any suicide or attempted suicide; or
 - 2.5 an amount exceeding £120,000 in total in any one Period of Insurance.

Please note that all other conditions in Section 9, exclusions in Section 10 and General Excesses and Deductions in Section 11 apply in every case.

Section 6

Racing

What is covered

- 1 Whilst the **Vessel** is racing, and this has been agreed by **Us** and it is shown in the **Certificate of Insurance** under "Type of Racing", cover is provided for:
 - 1.1 loss or damage to mast, spars, sails and rigging; and
 - 1.2 loss of race entry fees up to £1,000 if the **Vessel** is unable to take part in a regatta, series or event which **You** have entered as a result of any loss to the **Vessel** covered under Section 1 of the **Policy**.

What is not covered

- 2 Whilst the **Vessel** is racing no cover is provided for:
 - 2.1 the **Vessel** if it is not a sailing **Vessel**;
 - 2.2 the additional excess stated in Section 11

Please note that all applicable exclusions under Section 1 and Section 2, What is not covered, all other conditions in Section 9, exclusions in Section 10 and General Excesses and Deductions in Section 11 apply in every case.

Section 7

Additional Benefits

1 Marina Benefits

In the event of a loss covered by the **Policy** occurring while the **Vessel** is securely moored/stored in a purpose built marina either ashore or afloat on a berth, **We** will not apply the **Policy** excess and **You** will not lose **Your** no claims discount.

2 Small Craft Hire benefit

For **Vessels** up to 23 feet in length overall, **We** will pay up to £50 per day, up to a maximum of 7 days, for the hire of a similar **Vessel**, if the **Vessel** suffers loss or damage while **You** are on holiday with the **Vessel** and it can no longer be used by **You**.

3 Accommodation and Travel Expenses

We will pay up to £750 towards accommodation and repatriation costs incurred by **You** following an event covered under this **Policy** if the **Vessel** is deemed uninhabitable whilst outside **Your** country of domicile and the **Vessel** is outside her usual mooring location as declared on the **Certificate of Insurance**.

4 Bicycles and mopeds

Cover is provided for theft of bicycles and mopeds following violent or forcible entry from a locked place of storage or following Actual Total Loss of the **Vessel**. Details of the age, make, model and values must be declared to **Us** prior to attachment.

5 Bottom inspection following a grounding

Subject to prior agreement **We** will pay reasonable costs for the inspection of the bottom of the **Vessel** following a grounding incident even if no damage is found and without application of the **Policy** Excess.

6 Single-Handed Sailing

You are covered for navigating single-handed for a period not exceeding 24 hours.

Please note that all other conditions in Section 9, exclusions in Section 10 and General Excesses and Deductions in Section 11 apply in every case

Section 8

General Conditions that apply to the whole Policy

1 You must comply with all of the following conditions:

- 1.1 If **You** give permission for someone else to be in charge of the **Vessel**, **You** must take steps to ensure that they have experience to do so.
- 1.2 The **Vessel** must not be navigated single-handed by anyone for a period in excess of 24 consecutive hours.
- 1.3 **You** must maintain the **Vessel** for the use intended.
- 1.4 **You** must not make any commitment on **Our** behalf without **Our** prior agreement.
- 1.5 The **Vessel** and the manner in which it is used or operated must comply with all statutory and local regulations or licensing conditions, as are applicable.
- 1.6 **You** must not use or allow the **Vessel** to be used for any unlawful purpose.
- 1.7 **You** must maintain **Your Vessel** in a **Seaworthy** condition at all times.

- 2 The parties are free to choose the law applicable to this insurance contract prior to commencement of this Policy. Unless specifically agreed to the contrary this insurance shall be subject to English law and the

English and Welsh courts shall have exclusive jurisdiction.

3 Sanctions Limitation

This policy will not provide any insurance cover or benefit, and we will not pay any sum, if doing so would mean that we are in breach of any sanction, prohibition or restriction imposed by any law or regulation applicable to **Us**.

4 Fraud and Misrepresentation

If **we** determine that any claim is in any respect fraudulent or if **You** or anyone acting on **Your** behalf makes any claim or any statement knowing this to be false or fraudulent in any way, **we** will cancel this **policy** from the date of the fraudulent claim or false or fraudulent statement was made and all benefits under this **policy** will cease.

5 Misrepresentation and/or failure to disclose material information

If as a **consumer You** deliberately or recklessly make a misrepresentation, **we** will be entitled to avoid this **policy**, refuse all claims and not return any of the premiums paid.

If the breach is neither deliberate nor reckless, **we** will avoid this **policy** and return the premiums only if **we** would not have entered into this **policy** had **we** known

the true position. If **we** would have entered into this **policy**, but on different terms, those terms will be deemed to be incorporated in this **policy**.

In addition, if **we** would have entered this **policy**, whether the terms would have been the same or different, but would have charged a higher premium, **we** may reduce proportionately the amount to be paid on a claim.

The burden of proof for this condition will be on **Us**.

For the purpose of this condition the acts, omissions or knowledge of one insured will not be imputed to any other insured.

6 Rights of third parties

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Section 9

General Exclusions that apply to the whole Policy

1 You are not covered for any claim arising:

1.1 **Terrorism** any loss, damage, liability, cost or expenses of whatsoever nature directly or indirectly caused or caused by or happening through or in connection with any act of **Terrorism**;

1.2 **Radioactive contamination** any loss of or damage to **Your Machinery, Vessel and or Personal Belongings** or additional expense following on from the event for which **You** are claiming or any legal liability directly or indirectly caused by or contributed to or arising from:

1.2.1 ionising radiations or contamination by radioactivity from any irradiated fuel or from any nuclear waste from the combustion of nuclear fuel; or

1.2.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component;

1.3 **Sonic Bangs** - loss or damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;

1.4 **War Risks** – any theft, loss, damage or liability caused by or happening through war, invasion, acts of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;

1.5 **Riots and civil Commotion** – any loss, damage or liability caused by or happening through riot or civil commotion outside the United Kingdom;

1.6 any punitive or exemplary damages and criminal prosecution or defence costs

1.7 Non-standard use of **Your Vessel** unless it is noted in **Your Certificate of Insurance** or amended by Endorsement. **You** are not insured if **You** use **Your Vessel**

1.7.1 for hire or charter;

1.7.2 for anything except **Your** own private

pleasure;

1.7.3 as a **Houseboat**;

1.7.4 outside the Cruising Limits shown in **Your Certificate of Insurance** (however **You** may travel outside of **Your Cruising Limits** if **You** are forced to by the weather, any form of danger or an order of Government or legal authority);

1.7.5 single handed if **Your Vessel** is more than 10 meters in length unless is shown in **Your Certificate of Insurance**

1.7.6 for in Commission use during the Laid Up period shown in **Your Certificate of Insurance**

1.8 Cyber Attack

1.8.1 Subject only to clause 1.8.2 below, in no case shall the insurance cover loss, damage, liability or expenses directly or indirectly caused by or contributed to, by, or arising from the use or operation, as a means of inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system

1.8.2 Where the **Policy** covers risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or **Terrorism** or any person acting from a political motive, clause 1.8.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and / or guidance system and / or firing mechanism of any weapon or missile

1.9 **Sanction Limitation and Exclusion** – **We** shall not be deemed to provide any cover and shall not be liable to pay any claim or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or

economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America

1.10 **Coronavirus Exclusion** – any claim in any way caused by or resulting from:

- i) Coronavirus disease (COVID-19);
- ii) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- iii) any mutation or variation of SARS-CoV-2;
- iv) any fear or threat of i), ii) or iii) above

1.11 From fire or explosion on the **Vessel** where the **Maximum Designed Speed** of the **Vessel** exceeds 17 knots if fitted with inboard **Machinery**, unless:

(a) the **Vessel** is equipped in the engine compartment with a fire extinguishing system which is either automatically operated or has controls at the steering position or has controls next to the engine compartment; or

(b) has portable firefighting equipment on-board and that allows access to the engine compartment through a designated access

panel or peep hole.

All fire extinguishing equipment must be properly installed and maintained.

1.12 from sinking or swamping whilst the **Vessel** is unattended afloat if the **Vessel** is less than 17 feet length overall and the **Maximum Designed Speed** is in excess of 17 knots, unless agreed by **Us**.

1.13 from the capture, seizure, arrest, restraint, detainment, hijack or kidnap of the Insured, permitted users, charterers, guests or any other persons

1.14

1 **You** are also not covered for:

1.1 loss of use of the **Vessel**, loss of profits or loss of value;

1.2 indirect losses unless specifically covered elsewhere in the **Policy**;

1.3 loss or damage to **Your** moorings, unless agreed by **Us**; or

1.4 racing, if the **Vessel** is not a sailing **Vessel**.

Section 10

General Excesses and Deductions that apply to the whole Policy

1 The excess stated in the **Certificate of Insurance** will be deducted from all claims except in respect of claims:

1.1 for **Total Loss**;

1.2 for **Constructive Total Loss**;

1.3 under Section 2 “**Your Liability to Others**”;

1.4 under Section 4 “**Emergency Medical Expenses**”;

1.5 under Section 5 “**Personal Accident**”;

1.6 in respect of race entry fees under Section 6 “**Racing**”;

1.7 for costs incurred solely to prevent or minimise a loss; and

1.8 for loss or damage caused by an uninsured third party.

2 Where a claimable item is aged 5 years or over at the time of the claim incident and prior to the deduction of the excess, **We** will reduce the amount **We** will pay by 25% if repairing or replacing would restore the following items to a better condition than prior to the loss or damage:

(a) protective covers and canopies;

(b) **Machinery**, batteries and tenders;

(c) paintwork or other surface finish;

(d) upholstery and soft furnishings; or

(e) mast, spars, sails, standing and running rigging;

This shall not apply in the case of a **Total Loss** or **Constructive Total Loss**. Claims as a result of the **Vessel** striking a submerged object or grounding will be subject to double the excess shown in the **Certificate of Insurance**. Where Excess Waiver has been purchased, the excess is reduced to the standard excess as detailed in your **Certificate of Insurance**.

3 Claims for outboard motor and tender will be subject to a £100 excess or the excess amount shown in the **Certificate of Insurance**, whichever is higher.

4 Claims for **Personal Belongings** will be subject to a £100 excess or the excess amount shown in the **Certificate of Insurance**, whichever is higher.

5 Whilst the **Vessel** is racing and this has been agreed by **Us** and it is shown in the **Certificate of Insurance** under “**Type of Racing**”, an excess of 1% of the Hull, **Machinery**, gear and equipment, **Sum Insured** or £250, whichever is the greater, will be

applied. This will be in addition to the excess stated in the **Certificate of Insurance**. This increased excess is not applicable to **Vessels** under 17 feet in length overall. If purchased, the Excess Waiver cover will not apply.

shown in the **Certificate of Insurance** is doubled whilst singlehanded sailing and if purchased, the Excess Waiver cover will not apply.

- 6 Under Section 8 "Single Handed Sailing" the excess

Section 11

Cancellation

- 1 **You** may cancel the **Policy** at any time by contacting **Us** or **Your** broker.
- 2 **We** may cancel **Your Policy** at any time where there is a valid reason, subject to giving **You** or **Your** broker 15 days' notice in writing. Valid reasons for cancelling **Your Policy** include:
 - non-payment of premium;
 - non-cooperation/failure to provide information; and
 - reasonable suspicion of fraud

We will refund the premium less the proportionate amount for the time **You** were on cover (the minimum premium **We** will charge will be £50 plus Insurance Premium Tax).
- 3 The **Policy** may be cancelled at any time by mutual agreement.
- 4 Should the **Vessel** be sold or transferred to a new owner, or where the **Vessel** is owned by a company or other organisation should there be a change in the controlling interest of that organisation, this **Policy** will cease automatically from the time of that sale, transfer or change.
- 5 **You** may cancel the **Policy** within 14 days of purchase, or within 14 days of receiving the **Policy** documents, whichever is the later, **We** will refund the full premium that **You** have paid.
- 6 **You** may cancel the **Policy** more than 14 days after receiving the **Certificate of Insurance**, **We** will refund the premium less the proportionate amount for the time **You** were on cover (the minimum premium **We** will charge will be £50 plus Insurance Premium Tax).
- 7 Where a refund of premium is due, no payment for any amount under £10 will be made.
- 8 There will be no refund of premium if a claim has been paid during the current period of insurance.

Section 12

Claims

- 1 In the event of any incident that may give rise to a claim **You** must:
 - 1.1 tell **Us** as soon as possible; and
 - 1.2 in the event of the theft of the **Vessel**, tell **Us** the hull identification number if the **Vessel** has one;
 - 1.3 take all possible steps to limit further loss or damage to the **Vessel**;
 - 1.4 in the event of theft or malicious damage, obtain a crime reference number from the police;
 - 1.5 assist **Us** and anyone else **We** appoint, such as surveyors and solicitors, as much as possible with the investigation and handling of **Your** claim; and
 - 1.6 not authorise any repairs or replacements for which a claim is made without **Our** prior approval except where necessary to minimise further loss or damage.
- 2 **We** have the right to settle any claim made against **You** by a third party.
- 3 **We** have the right to bring a claim or legal proceedings in **Your** name in order to recover any sums **We** have paid.
- 4 **We** will not pay the cost of replacing any undamaged item or parts in order to match parts that have been repaired or replaced as a result of a claim under the **Policy**.
- 5 **We** will not pay more than the **Sum Insured** for any item listed in the **Certificate of Insurance** less any applicable excess or other deduction stated in Section 11, subject to the terms and conditions of the **Policy**.

Section 13

Complaints

Porthcawl Insurance Consultants Ltd / Insurance-4-Boats.co.uk aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing **You** with the highest standard of service.

If **You** have any questions or concerns about **Your** Policy or the handling of a claim **You** should, in the first instance, contact Porthcawl Insurance Consultants Ltd or the broker where applicable. In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so at any time. Making a complaint does not affect any of **Your** legal rights.

Porthcawl Insurance Consultants Ltd.

47 Mary Street, Porthcawl, Mid Glamorgan, CF36 3YN

Tel : +44 (0)1656 784866

E-mail: reception@porthcawl-insurance.co.uk

Alternatively you can contact Navigators and General as below:

Telephone: +44 (0) 1273 863400

By post: Navigators & General, C/O Apogee, 6-8 Bonhill Street, London, EC2A 4BX

Many complaints can be resolved within a few days of receipt. If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

If **You** remain dissatisfied after **Your** complaint has been considered, or if **You** have not received a written final response within eight weeks from the date **We** received **Your** complaint, **You** may be entitled to refer **Your** complaint to the Financial Ombudsman Service who will independently consider **Your** complaint free of charge. Their contact details are:

Post: The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Tel: (Fixed): 0800 0234567 Tel (Mobile): 0300 1239123

Tel (Outside UK): +44 (0) 20 7964 0500 Fax: +44 (0)20 7964 1001

E-mail: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Please note:

- The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from Citizens Advice (or a similar service) or seek legal advice.

The Financial Services Compensation Scheme (FSCS)

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 or by contacting the Financial Services Compensation Scheme PO Box 300 Mitcheldean GL17 1DY phone: 0800 678 1100 or +44 (20) 7741 4100

Navigators & General is a trading name of Geo Underwriting Services Limited authorised and regulated by the Financial Conduct Authority. FCA Registered Number 308400. Registered Address: 2 Minster Court, Mincing Lane, London, United Kingdom, EC3R 7PD. Registered in England and Wales. Company Number: 4070987.

Navigators & General administer your policy on behalf of HCC International Insurance Company plc ('HCCII'), trading as Tokio Marine HCC. HCCII is registered in England and Wales (Company Reg No: 01575839) with registered office at 1 Aldgate, London EC3N 1RE. HCCII is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Firm Registration Number 202655).

KNOW YOUR BOAT

We do not insist you give us a record of this information when you take out a policy. Should you need to make a claim, we may ask for some or all of these details. We hope it will be helpful to you to keep a record of this information in one place within the policy booklet.

HULL

Hull Identification Number
Registration Number.....Colour of hull:.....
Colour of deck:Colour of superstructure.....
Colour of antifouling (underwater):
Colour of trim.....

Note: You should find the hull identification number on the transom (usually starboard side) otherwise search the interior, for example, on the dashboard or helm position.

ENGINE

Make of engine:Model:
Serial Number:
Gearbox or outdrive:Make:Serial No:
Transom shield serial number (if this applies).....

Note: You should find your engine serial number on a plate on the swivel clamp of an outboard motor or on top of the engine on a sticker if it is inboard. Gearbox serial numbers are usually on a plate on the gearbox, while outdrive and transom shield numbers are marked on stickers, usually on the casing.

TRAILER

Make of trailer:
2/4 wheel:Colour of chassis:
Colour of mudguards:Braked/unbraked.....
Serial No:

EQUIPMENT

Make:	Model:	Serial number:

Please remember to keep this information up to date if anything changes.

NOTES

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

