

## **Velos Commercial Vessel Wording (01/2016)**

Welcome to Velos Insurance Services Limited. We are dedicated to the quality and clarity of Our customer relationship. Please read the important notes below.

### **IMPORTANT NOTES**

Your Policy is a legally binding Contract. It includes your Certificate of Insurance & this wording. It is based upon information supplied by you, including a proposal form if one was requested. Please read your Insurance documents carefully to make sure they meet your needs

This insurance has been arranged on the basis of information supplied by You. We may not cover You unless all statements made to Us are entirely correct.

If any of the information in the Certificate of Insurance or policy is not correct then You must contact Us immediately to get this amended. If there is any information relating to this insurance which We have not been given or there is a change in circumstance during the Period of Insurance You must tell Us.

In consideration of You having paid Us the premium required We will provide the insurance cover explained in this policy and will indemnify You against loss during the Period of Insurance.

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## Section I: Definitions and Cancellation Rights

The words or phrases set out below have the definitions given below when used in the policy.

Agreed Value	This is the sum(s) noted as such in the Certificate of Insurance and this is the Agreed Value of the Vessel in the event of a Total Loss.
Vessel	The Vessel named in the Certificate of Insurance including her Machinery, gear, sails, masts, spars, rigging, trailer, tender/dinghies, equipment and accessories which are normally bought or sold with the Vessel. It does not include moorings, licence, consumable stores or personal effects.
Certificate of Insurance	The document providing evidence that insurance has been Purchased.
Consumer Credit Agreement	The agreement between You (the debtor) and the creditor by which the creditor provides You with credit of any amount.
Excess	The amount(s) noted in the Certificate of Insurance to be deducted from each and every claim.
Machinery	Includes main or auxiliary engines, outdrives, electrical equipment, cables and fittings and hydraulic equipment, piping and fittings, boilers and shafts.
Period of Insurance	The period noted as such in the Certificate of Insurance or in any endorsement and noted for any subsequent renewal period.
Total Loss	When the Vessel is, following an insured loss, destroyed or the insured is irretrievably deprived of the Vessel
We, Us, or Our	The insurer shown in Your Certificate of Insurance represented by its coverholder, Velos Insurance Services Ltd.
Wheel Clamp	A device sold and marketed as a secure method of preventing theft by avoiding road wheels turning or such other device approved by Us.
You or Your	The insured person(s) named in the Certificate of Insurance. This includes any person navigating the Vessel with Your permission. If there is more than one person named in the Certificate of Insurance, this policy insures You jointly.

### Cancellation Rights

You have a "cooling off" period of 14 days from either the inception of the policy or the time You receive this policy, whichever is the latter.

If the Policy does not provide You with the protection You want and You do not want to continue with the insurance, You may cancel the policy within this period and We will return the full premium, providing no claims have been made. We will not return any admin fee which has been charged.

If You choose not to cancel the policy within this period then it will simply continue for the period specified in the Certificate of Insurance and be subject to all the terms and conditions set out in the policy.

If You wish to cancel the policy mid-term (after 14 days) then You should send a written notice to Us and We will cancel the insurance under the terms of the policy.

Please note that there will be no return premium in the event of a claim having been paid out or in negotiation.

See Section VIII Clause (3) & (4) for more detail

## **Section II: Cover for the Vessel**

Subject to the terms and conditions of this Policy your vessel is covered for;

- (a) All risks of accidental, physical loss or damage to the vessel and property described in the Certificate of Insurance.
- (b) Loss of damage caused by latent defect in the Vessel (but excluding the cost or expenses of replacing the defective part), negligence and malicious acts, and theft are also covered unless such loss or damage results from any failure on the part of any insured to also take reasonable measures to maintain and safeguard the insured vessel and property described in the Certificate of Insurance. **(Please note the particular limitations relating to machinery damage in Section VII (j) )**
- (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.
- (d) A claim for constructive Total Loss shall be recoverable when the cost of recovery &/or repair of the Vessel, following an insured loss, exceeds the insured value.

**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 Section VII**

## **Section III: Use of the Vessel**

- (a) Geographical limits  
The Vessel is only covered within the cruising range defined in the Certificate of Insurance, The Vessel is also covered in transit by road within the United Kingdom & Ireland, but excluding any liability to third parties.

(b) Conditions

The following conditions must be complied with strictly. If they are breached the policy will become void. No claims will be paid. No refunds of premiums will be made.

- (i) The Vessel must not be used as a houseboat or place of residence
- (ii) The Vessel must fully comply with all law and regulations including, without limitation, any applicable Department of transport &/or MCA code of Practice and SOLAS requirements for the insured Vessel, any MCA licence, any local regulation and any other licensing conditions applicable during the period of this insurance.
- (iii) The Vessel must not be used for trawling unless agreed by Underwriters.

**Section IV: Cover for liabilities**

- (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 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 & be compelled to pay.
- (c) The protection of this Section IV 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 of this insurance.
- (d) This insurance does not cover:
  - (i) Any claim or liability excluded under Sections III and VII
  - (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 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 sum specified in the Certificate of Insurance for that purpose.
  - (v) Any liability arising while the Vessel is being used for the towing of water toys, unless expressly agreed in writing, in which case insurers` liability shall be limited to the sum specified in the Certificate of Insurance for that purpose. It is a condition precedent to liability that: Toys are of professional design and manufacture; Toys are operated exactly in accordance with the manufacturer`s instructions regarding passengers (including size and weight) and speed of operation.

- (vi) Any liability arising whilst the Vessel is used for or in connection with paragliding
- (vii) Punitive or exemplary damages, or any multiplication of compensatory damages, however described
- (viii) Any liability to any crew while the Vessel is being used for commercial purposes, unless expressly agreed in writing. In addition and without restricting that exclusion, this policy does not cover any liability of the insured, or anyone else entitled to the protection of this policy, arising under any employers liability legislation or any other statutory or common law, general maritime law or any other law or regulation in respect of accidents to or illness of workmen or any other persons employed in any capacity whatsoever by the insured or others in, on, about, or in connection with the Vessel, or her catch, materials or repairs.
- (ix) Any liability arising out of the sales, supply or provision of any food and /or beverage, unless expressly agreed in writing by insurers.
- (x) Any liability incurred by the insured during the course of performing specialist operations including but not limited to dredging, dumping of spoil, cable or pipe laying, construction, installation or maintenance work, piling, core sampling, professional oil spillage, response training (but not excluding fire fighting) to the extent that such loss, damage, liability or expense arises as a consequence of:
  - claims brought by any party for whose benefit the work has been performed, or by the third party for whom the work has been performed (or not) in respect of the specialist nature of the operations; or
  - the failure to perform such operations by the insured, or the fitness for purpose or quality of the insured's work products or services, including any defect in the insured's work products or services; or
  - any loss or damage to the contract works.
- (xi) Any liability in respect of any claim for medical costs, fees or related expense or any other liability whatsoever arising out of illness or injury or in any way related or caused by exposure to sun's rays either suddenly or cumulatively.
- (xii) Any liability arising out of the insured Vessel entering prohibited waters or engaging in unlawful fishing.
- (xiii) Any liability arising from waste dumping or incineration carried from, or on the insured Vessel.
- (xiv) Any liability in respect of all fines and penalties resulting from the failure, neglect or default of any insured (or any representative of the insured).

- (xv) Any liability arising out of any failure to work within the safe working load of any piece of gear or equipment.
  - (xvi) Any liability to or of divers working from any insured Vessel(s).
  - (xvii) Any liability arising from the use of compressors or high pressure air or gas equipment.
  - (xviii) Any liability arising out of towage except for the purpose of saving life unless agreed in writing by insurers.
  - (xix) Any liability arising out of seepage, pollution or contamination unless the insured establishes that such seepage pollution, or contamination was; caused by an accident involving the insured Vessel(s) and, it was discovered by the insured within 24 hours of the accident, and, the accident was reported to the insurers as soon as reasonably practical.
  - (xx) Any liability to any guest or passengers, fare paying or otherwise, whilst the Vessel is being used for commercial purposes, unless agreed in writing by insurers
  - (xxi) Any liability arising from or caused by the nets and gear of the Vessel or nets and gear of any other vessel how-so-ever arising; and any claim for loss of or damage to or liability arising from the cargo and/or catch whether or not on board the Vessel and how-so-ever arising.
- (e) Liability to crew is excluded under Clause (d) (viii). However, where the Certificate of Insurance contains the words "Cover is extended to include crew liability" then notwithstanding the provisions of Clause (d) (viii) the cover provided under Section IV of this policy is extended to include claims by crew members but:
- (i) There is no cover in respect of any claim by any crew member who is an employee of the insured or others in any capacity at all, in or about or in connection with the Vessel or her catch, materials or repairs.
  - (ii) There is no cover if, when the circumstances giving rise to the claim occurred, there was more crew on board than the number stated in the Certificate of Insurance.

This extension is subject to all other terms of the policy including all limits and exclusions.

## **Section V: 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 for total loss or constructive total loss of the Vessel, or total loss of items separately declared and valued in the Certificate of Insurance, or liability claims made under Section IV.
- (b) **Prior to the deduction under Section V (a), and in addition,** all claims for loss of/ or damage to protective covers, sails, canopies & outdrives may be subject to a new for old deduction at insurers discretion.
- (c) 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 less.
- (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.

## **Section VI: Marina Benefits**

If a claim occurs for loss or damage to the Vessel whilst moored on a pontoon berth or ashore at a marina, We shall not deduct any applicable Excess from the agreed claim settlement and for the purposes of the no claims bonus clause, if applicable, the Period of Insurance shall be considered a claim free year in respect of such a claim.

## **Section VII: Policy 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 unseaworthiness 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 breakdown, corrosion, electrolysis, weathering or damage caused by insect, vermin, damp and marine life.
- (e)
  - i) theft of insured gear and equipment unless following violent forcible entry into the Vessel or place of storage, or removal of fixed gear or equipment from the exterior of the Vessel.

- ii) theft of the outboard motor unless secured to the Vessel by an anti-theft device in addition to its normal method of attachment, or following violent forcible entry into the Vessel or place of storage.
  - iii) theft of trailer and Vessel (when on trailer) unless the trailer is fitted with an appropriate wheel clamp when not actually being towed.
- (f) loss or damage to fishing, diving gear and equipment unless an amount is specified in the certificate of insurance and:
  - i) such loss or damage is caused by fire or lightning; or
  - ii) forcible and violent entry into the Vessel or place of storage; or
  - iii) such gear or equipment is totally lost following total loss of the Vessel insured in circumstances covered by this insurance.
- (g) 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 .
- (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.
  - 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) accidental loss or damage to Machinery (see definition on page 2):
  - i) which is **five years old or more** unless the result of an external accidental cause covered under the policy. This exclusion does not apply to the shaft, propeller, rudder & P-bracket.
  - ii) which is **less than five years old** unless the Vessel manufacturers warranties and servicing schedules have been fully complied with and you provide written evidence. This exclusion does not apply to shaft, propeller, rudder and P bracket.

- (k) loss, damage, liability or expense arising while the 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
- (l) theft or loss of outboard motor or trailer unless the serial number is submitted prior to claim settlement
- (m) fire or explosion unless:
  - i) the fire extinguishing equipment on board the Boat is kept in good working order at all times, which must include regular maintenance and servicing by a reputable and fully qualified service company/agent in accordance with manufacturers' instructions.
  - ii) the galley is equipped with a fire blanket.
  - iii) fire extinguishers are fitted as per manufacturer's recommendations.
  - iv) Boats with a maximum designed speed of over 17 knots and fitted with inboard Machinery, are equipped with a suitable fire extinguishing system automatically operated, or remotely controlled from the steering position, or outside and next to the engine space or room.

## **Section VIII: General Conditions**

### Payment of Premium

If You have elected to pay Your policy annually, but failed to pay Your premium:

- (a) We may refuse Your claim or take the balance of any outstanding premium due to Us from any claim payment We make to You. This may mean that We fulfil Our obligations to any claim against Your policy by a third party, but seek full recovery of any sum made under Your policy directly from You. This may include the instruction of solicitors or other recovery agents; and
- (b) We may cancel Your policy by sending You seven days' written notice to Your last known address. This does not affect Our right to collect any outstanding premium from You.

If You have elected to pay Your policy monthly, but You have defaulted on a monthly payment, We further reserve the right to cancel Your policy in the event that there is a default in instalment payments due under any associated Consumer Credit Agreement.

However, We will send a letter to Your last known address and give You 14 days' from the date of the letter to pay the premium. If You fail to pay or choose to cancel Your policy Your refund will be used to pay any sums due under any associated Consumer Credit Agreement.

### Disclosure of Information

You must tell Us if any of the information on which this insurance is based changes. Failure to do so may result in Your insurance no longer being valid and claims not met. If in doubt about any change You should disclose it. If Your policy is amended as a result of any change, We will be entitled to vary the premium and terms for the rest of the Period of Insurance. You should keep a record (including copies of letters) of all information supplied to Us in connection with this insurance.

If a claim is fraudulent or false in any way We will not make any payment and the policy will be void. There will be no refund of premium.

#### Sale or Change of Interest

Unless We agree in writing, if during the Period of Insurance the ownership of the Vessel is sold or otherwise transferred, or in the case of a Vessel owned by a company limited by shares the ownership of more than 50% of the shares is sold or otherwise transferred in any one transaction or series of transactions to the same person, this policy will automatically be cancelled with effect from the date of the transfer and We shall return to You the premium paid in respect of the unexpired Period of Insurance, subject to a minimum of 25%, or £50 (whichever is the greater) of the premium being retained by Us unless otherwise agreed in writing.

#### Cancellation

This policy may be cancelled, or cover for specific risks may be cancelled:

- (a) by Us in writing at any time, without giving any reason, by giving 30 days from the date of the letter (7 days in respect of Civil disturbance and terrorism risks) sent by post or agreed method to either the address shown in the schedule or to Your agent; or
- (b) by mutual agreement; or
- (c) by You.

If the policy is cancelled by Us or by mutual agreement, providing no claim has been made during the current Period of Insurance, We shall return to You a pro-rata proportion of the premium paid in respect of the unexpired Period of Insurance.

If the policy is cancelled by You, providing no claim has been made during the current Period of Insurance, We shall return to You a pro-rata proportion of the premium paid in respect of the unexpired Period of Insurance subject to a minimum of £50 or 25% of the premium, whichever is less, being retained by Us unless otherwise agreed in writing.

#### Renewal

If You wish to renew the policy at the end of the Period of Insurance You must, before the renewal is agreed, disclose to Us any change which is a material fact. If You fail to do so We shall be entitled to cancel the renewed policy with effect from the date of its commencement.

#### Assignment of the Policy

We shall not recognise any assignment of or interest in this insurance or any money which may become payable under this insurance, nor will any assignment be binding upon Us unless a dated notice of such notice of assignment or interest in the policy, signed by You and by any assignor in the case of subsequent assignment, is produced to Us and such notice of assignment is produced before payment of any claim or return of premium there under.

#### Other Insurances

We shall not pay for any loss or damage or provide any indemnity if at the time when the loss or damage occurred the Vessel, the trailer, the Personal Effects or the liability of the insured person is or would, but for this insurance, be covered by any other insurance.

If, however, the Agreed/insured (whichever applies) Value of the property covered by this policy or the indemnity provided by this policy is greater than the Agreed or insured Value or indemnity provided by such other insurance We shall, subject to the terms of the policy, pay the difference.

### **Section IX: 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 following a sinking or partial immersion take necessary immediate appropriate first aid treatment.

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 defense of any third party claim covered by Section IV and, in any event, the insurers shall direct the progress of such defense.

### **Section X: Data Protection**

All personal information about You will be treated as private and confidential (even when You are no longer a customer), except where the disclosure is made at Your request, with Your consent, in relation to administering Your insurance or where law requires Us. As part of the Financial Conduct Authority's duties, We may be asked to provide them with access to Our customer records in order that they may carry out a review of Our activities. Some or all of the information You supply to Us in connection with Your insurance proposal will be held on computer and may be passed to other insurance companies for underwriting and claims purposes. Under the Data Protection Act 1998 You have the right to see personal information about You which We hold in Our records, which You are at liberty to see at any time.

### **Section XI: Complaints, Law and Jurisdiction**

Any complaint relating to the handling of this insurance or any claim should be forwarded to:

Velos Insurance Services Ltd 52-54  
Gracechurch Street London  
EC3V 0EH  
Tel: 0207 929 4058  
Fax: 0207 933 9350

If Velos are unable to resolve your complaint, you can write to Lloyds at:

Lloyd's Market Services,  
One Lime Street,  
London EC3M 7HA  
Tel: +44 20 7327 5693  
Fax: +44 20 7327 5225  
E-Mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

### The Financial Ombudsman Service

If you have received a final response or 8 weeks have elapsed since raising your complaint and you are still unhappy you may be eligible to refer your complaint to the Financial Ombudsman Service. The FOS can provide help with complaints regarding your insurance but only after Lloyd's has had a

chance to consider it first. Then you have six months in which to refer your complaint to the Ombudsman. Further details are contained in the leaflet "Your Complaint and the Ombudsman", a copy of which will be provided with a final response letter. Please note the Ombudsman will only consider complaints from individuals and small businesses. A reference to the Ombudsman is without prejudice to your right to take legal proceedings. If you are not eligible to refer your case to the FOS and we are unable to reach agreement, you should seek professional legal advice.

**APPLICABLE LAW AND JURISDICTION**

Unless specifically agreed in writing this insurance shall be subject to English law and the English courts shall have exclusive jurisdiction.