

# Section 9 – Endorsements

These Endorsements only apply when they are shown in Your Policy Schedule

## Endorsement 1 – Excess

You must pay the first part of each claim under Section 1 – Your Insured Property up to the amount shown in Your Schedule. If Your Craft is a Total Loss You do not have to pay the Excess. If Your claim is for Removable Household Contents only, the Excess shall be either £100 or the Excess shown in Your Schedule, whichever is the lower.

## Endorsement 2 – Taken Ashore Condition

2.1 You must take Your Craft Ashore at all times:

- 2.1.1 when it has nobody on board; and
- 2.1.2 between sunset and sunrise;

2.2 You may leave Your Craft moored whilst unattended between sunrise and sunset providing this is for a maximum of three hours at any one time and Your Craft is on a suitable mooring.

This does not apply if Your Craft is a:

- i) **Personal Water Craft;**
- ii) windsurfer;
- iii) canoe;
- iv) rowing scull/skiff;
- v) stand up paddleboard;
- vi) kayak;
- vii) surfboard;
- viii) kite surf board; or
- ix) similar type of craft

## Endorsement 3 – Small craft mooring permission

3.1 You can leave Your Craft afloat at the mooring shown in Your Schedule between 1st May and 30th September, inclusive, each year. At all other times You must take Your Craft Ashore:

- 3.1.1 when Your Craft has nobody on board; and
- 3.1.2 between sunset and sunrise

3.2 You may leave Your Craft moored whilst unattended between sunrise and sunset providing this is for a maximum of three hours at any one time and Your Craft is on a suitable mooring.

This does not apply if Your Craft is a:

- i) **Personal Water Craft;**
- ii) windsurfer;
- iii) canoe;
- iv) rowing scull/skiff;
- v) stand up paddleboard;
- vi) kayak;
- vii) surfboard;
- viii) kite surf board; or
- ix) similar type of craft

#### **Endorsement 4 – Continental use**

You can use **Your Craft** on **Inland and Coastal Waters of Europe** for up to 30 days at any one time

#### **Endorsement 5 – Personal Belongings**

- 5.1 **Your Insurers** will insure **Your Personal Belongings** (including those belonging to members of **Your** family that are living with **You** all the time) against theft, loss or damage.
- 5.2 **Your Insurers** will only insure **Your Personal Belongings**, and those of **Your** family, while **You** or **Your** family are taking them from **Your** home, place of storage or business address to **Your Craft** or back again and while they are on board **Your Craft**.
- 5.3 The most **Your Insurers** will pay is the amount shown in **Your Schedule** against the **Personal Belongings Sum Insured**.
- 5.4 The most **Your Insurers** will pay for any single item is £250 unless the item is specified in **Your Schedule** with a **Sum Insured** shown
- 5.5 **Your Insurers** will not pay claims for or caused by:
  - 5.5.1 moths, vermin, damp, mould, mildew, mechanical or electrical breakdown or failure, electronic or computer breakdown or failure;
  - 5.5.2 loss of value because of age or use;
  - 5.5.3 **Money**, furs, jewellery and watches;
  - 5.5.4 wetsuits, dry suits, buoyancy aids, tow ropes, water skis, wakeboards, kneeboards, or sports equipment of any kind whilst being used;
  - 5.5.5 **Personal Belongings** whilst on board **Your Craft** during the **Laid Up** period shown in **Your Schedule**;
- 5.6 In addition, **Your Insurers** will not pay the first £100 of any claim or the **Policy Excess** shown in **Your Schedule** whichever is the lower

#### **Endorsement 6 – Racing cover**

- 6.1 **Your Insurers** insure loss of or damage to masts, spars and fittings, sails and standing or running rigging while **You** are **Racing Your Craft**. The most **Your Insurers** will pay is the amount shown in **Your Schedule** against these items
- 6.2 **Your Insurers** will also reimburse **Your** prepaid, unexpired race or regatta entry fees which are not refundable following loss or damage to **Your Craft**. The most **Your Insurers** will pay in respect of this is £1,000 during any one **Period of Insurance**.
- 6.3 **Your Insurers** will deduct the **Excess** or 1% of the hull and machinery **Sum Insured**, whichever is the greater.

#### **Endorsement 7 – Speedboat clause**

**Your Insurers** will not pay any claim for:

- 7.1 loss, damage, liability or any salvage services while **Your Craft** is **Racing** or taking part in speed tests or trials;
- 7.2 loss or damage to turbojet **Speedboats** unless they are taken out of the water in the normal way and not run **Ashore** under their own power;
- 7.3 loss or damage by fire or explosion if **Your Craft** is fitted with inboard **Machinery** unless **Your Craft** is fitted with:
  - 7.3.1 a remote controlled (the controls must be operated from the steering position) or automatic **Fire Extinguishing System** in the engine compartment and if possible the tank space; and
  - 7.3.2 manually operated **Fire Extinguishers** and a fire blanket in the galley area

### **Endorsement 8 – Water skiers' liability**

- 8.1 **Your Insurers** insure the cost of **Your** legal liabilities to and of anyone being towed on water skis, mono-skis, kneeboards or similar equipment behind **Your Craft**.
- 8.2 The most **Your Insurers** will pay is the amount shown in **Your Schedule** under the water skiers liability limit.
- 8.3 Cover is excluded for any liability, costs or expenses arising from a claim where more than two people are being towed at any one time and / or from the use of air chairs, air beds, any hydrofoil type devices, bananas or similar multi person devices.

### **Endorsement 9 – Third Party only insurance**

**Your Insurers** insure legal liability to **Third Parties** and passengers only as shown in Section 2 – Liability to Third Parties and Passengers

### **Endorsement 10– Marina benefits**

If **Your Craft** is on a marina berth or **Ashore** at its permanent marina **Your Insurers** will not:

- 10.1 deduct **Your Policy Excess** from any claim under Section 1 – Your Insured Property; or
- 10.2 reduce **Your** no claim bonus for any claim under Section 1 – Your Insured Property

### **Endorsement 11 – Racing cover (Small craft)**

- 11.1 **Your Insurers** insure loss of or damage to masts, spars and fittings, sails and standing or running rigging while **You** are **Racing Your Craft**.
- 11.2 **Your Insurers** will also reimburse **Your** prepaid, unexpired race or regatta entry fees which are not refundable following loss or damage to **Your Craft**. The most **Your Insurers** will pay in respect of this is £1,000 during any one **Period of Insurance**.
- 11.3 The **Excess** will apply to these claims.

### **Endorsement 12 – Personal Water Craft**

**Your Insurers** will not pay for:

- 12.1 theft of the **Personal Water Craft** unless both of the following security precautions have been taken:
  - i) when the **Personal Water Craft** is at its permanent place of storage it must be kept in a locked building and secured to the trailer by a hardened steel chain or multi-strand stainless steel wire cable which should be fitted with a hardened steel close shackle padlock. The trailer must also be fitted with a **Wheel Clamp**;
  - ii) when the **Personal Water Craft** is not at its permanent place of storage it must be securely locked to an appropriate immovable object and secured by a **Wheel Clamp** or securely locked to a road vehicle;
- 12.2 the first 10% or £500 whichever is the greater for any claim for theft or attempted theft (**Endorsement 1** does not apply to claims for theft);
- 12.3 loss or damage caused by launching or beaching the **Personal Water Craft** under power;
- 12.4 loss or damage caused by the ingestion of foreign objects into the jet unit of the **Personal Water Craft**;
- 12.5 loss, damage, liability or any salvage services while the **Personal Water Craft** is **Racing** or taking part in speed tests or trials;

**Your Insurers** will not pay for any claims involving **Your Personal Water Craft**;

- 12.6 being used in any area from which they are specifically excluded by any local authority;
- 12.7 towing any inflatable toy that carries more than two people;
- 12.8 towing air chairs or any hydrofoil type devices;
- 12.9 being driven by drivers under 21 unless specifically agreed by **Your Insurers**;
- 12.10 engaging in any **Racing**, stunt or white water use.

### **Endorsement 13 – Racing cover (One third deduction)**

- 13.1 **Your Insurers** will insure loss of or damage to masts, spars and fittings, sails and standing or running rigging while **You** are **Racing Your Craft**.
- 13.2 The most **Your Insurers** will pay is the amount of these items as specified in **Your Schedule**. A deduction of one third will apply to these claims prior to the application of **Your Policy Excess**.
- 13.3 **Your Insurers** will also reimburse any prepaid unexpired race or regatta entry fees that are not refundable following loss or damage to **Your Craft**. The most **Your Insurers** will pay in respect of this is £1,000 during any one **Period of Insurance**.
- 13.4 Where a deduction is made from the claim according to the provisions of this **Endorsement** and where a deduction would also be applicable according to the provisions of **Endorsement 1 – Excess**. **Your Insurers** will waive the lower of these deductions.

### **Endorsement 14 – No claim bonus deleted**

The no claims bonus allowance contained within **Your Policy** is deleted and does not apply.

### **Endorsement 15 - Transit Risk (Craft 9 metres or over in length).**

**Your Insurers** will pay for loss or damage to **Your Craft** in transit provided that the transit is conducted within the **Transit Area** noted in **Your Schedule** and whilst being transported by the method of transit noted in **Your Schedule**.

### **Endorsement 16 – Agreed Value**

Section 1 – **Your Insured Property** clause 1.18 is deleted and replaced by the following:

- 1.18 If **Your Craft** is a **Total Loss**:
  - 1.18.1 **Your Insurers** will pay the lower of:
    - i) the **Sum Insured** noted in **Your Schedule**; or
    - ii) the most recent value of **Your Craft** contained in professional valuation from an independent qualified Marine Surveyor or qualified Yacht Broker; or;
    - iii) the advertised price or agreed sale price if **Your Craft** has been offered or advertised for sale, publically or privately, or has been or is subject to a purchase agreement, within the twelve months prior to being declared a **Total Loss**;
  - or
  - 1.18.2 **Your Insurers** will provide **You** with a replacement craft, trailer, tender or dinghy as similar in age, type and condition as possible to the item which is the subject of the claim.

### **Endorsement 17 – Bilge pump condition**

**You** must install and maintain in working order an automatic bilge pump with a float switch within the engine compartment of **Your Craft**. **You** must ensure that there is a means of maintaining power to the battery when **Your Craft** is left unattended for any period of time eg. shore power or a solar panel

### **Endorsement 18 – Uninsured owner or operator**

- 18.1 **Your Insurers** will pay any damages which **You** and / or **Your** passengers are legally entitled to recover as a consequence of any death or bodily injury suffered by **You** or them aboard **Your Craft** from the uninsured or unidentified owner or operator of another craft.

- 18.2 Your Insurers do not provide cover:**
- 18.2.1 for claims settled without **Your Insurers** written consent;
  - 18.2.2 if the uninsured craft is owned by a governmental agency department or unit;
  - 18.2.3 if the uninsured craft is owned or regularly used by **You**, a member of **Your** immediate family or any person insured by this **Policy**;
  - 18.2.4 for **You** using a craft without permission;
  - 18.2.5 when **Your Craft** is being chartered;
  - 18.2.6 where no evidence of physical contact exists between **Your Craft** and an unidentified or uninsured craft.
- 18.3** Credit must be given for any payment made under this **Endorsement** to or for an insured person whom is also entitled to claim under Section 2 – Liability to Third Parties and Passengers of this **Policy**.
- 18.4** The most **Your Insurers** will pay under this **Endorsement** is the amount shown in **Your Schedule** under the Uninsured Owner or Operator Cover Limit. This applies to each incident or series of incidents that are caused by the same event.

### **Endorsement 19 – Time restriction on single handed sailing**

General Exclusion 4.7.5 of **Your Policy** is deleted.

### **Endorsement 20 - Protected no claims bonus**

**Your Insurers** will not reduce **Your** no claims bonus unless **You** have two or more claims in any three-year period.

### **Endorsement 21 – War**

- 21.1** General Policy Exclusion 4.4 of **Your Policy** is deleted.
- 21.2** **You** are insured for loss, damage or liability caused by or happening through:
- 21.2.1 war, invasion, acts of foreign enemy hostilities (whether war is declared or not), civil war, conflict, commotion, rebellion, revolution, insurrection or military or usurped power;
  - 21.2.2 **Terrorism**;
  - 21.2.3 capture, seizure, arrest, restraint, detainment, confiscation or expropriation where **You** have been deprived of **Your Craft** for a continuous period of 12 months and are without the likelihood of recovery;
  - 21.2.4 derelict mines, torpedoes, bombs or other derelict weapons of war.
- 21.3** **You** are not insured for loss, damage or liability arising:
- 21.3.1 whilst **Your Craft** is sailing in waters or visiting ports listed under the London Market Exclusions as may be updated from time to time. [These are noted in the most recent JWLA circular under Bulletins and Circulars on [http://www.lmalloyds.com/Web/market\\_places/marine/JWC/Joint\\_War.aspx](http://www.lmalloyds.com/Web/market_places/marine/JWC/Joint_War.aspx)]
  - 21.3.2 from the outbreak of war between any of the following:
    - i) United States of America;
    - ii) **United Kingdom**;
    - iii) France;
    - iv) The Russian Federation;
    - v) The People’s Republic of China;
  - 21.3.3 from any detonation of any weapon of war employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter;
  - 21.3.4 from the capture, seizure, arrest, restraint, detainment, confiscation or expropriation by or under the authority of the government or any public authority of the country in which **Your Craft** is owned or registered;

- 21.3.5 from the arrest, restraint, detention, confiscation or expropriation under quarantine regulations or by reason of infringement of any customs or trading regulations;
- 21.3.6 from the operation of any ordinary judicial process, failure to provide security or to pay any fine or penalty or any financial cause.

#### **21.4 Conditions applicable to this cover**

- 21.4.1 Before sailing in territorial waters of any foreign country You must visit the website [http://www.lmalloyds.com/Web/market\\_places/marine/JWC/Joint\\_War.aspx](http://www.lmalloyds.com/Web/market_places/marine/JWC/Joint_War.aspx) and scroll down to Bulletins and Circulars and read the most recent JWLA circular. If You travel to the named countries sail within their waters as defined or visit the named ports as defined, then all cover under Your Policy in respect of war risks will be inoperative.
- 21.4.2 The cover provided under this Endorsement may be cancelled by either You or Your Insurers by giving 7 days' notice of cancellation. The cancellation becomes effective on the expiry of 7 days from midnight of the day on which notice of cancellation is issued by or to Your Insurers. Notice by Your Insurers shall be by registered post to Your last known address and notice by You should be by registered post to Euromarine.
- 21.4.3 Whether or not such notice of cancellation has been given this cover will automatically terminate in the event of any of the following:
- i) hostile detonation of any weapon of war between any of the countries noted in the exclusion above, anywhere in the world;
  - ii) the outbreak of war between any of the countries noted in the exclusion above;
  - iii) the requisition of Your Craft either for title or use.

#### **Endorsement 22 – Skipper charter**

It is agreed that Your Craft may be used for chartering providing that either the owner or the owner's skipper is on board and in charge at all times while Your Craft is underway. The cover under this Endorsement is subject to all necessary and relevant licences and certificates being in force prior to and during any charter. If such licenses and certificates are not in force, then all cover under Your Policy will be inoperative.

#### **Endorsement 23 – Fare paying passenger liability**

It is agreed that fare paying passengers are carried on board Your Craft and that exclusion 2.1.2 under Section 2 – Liability to Third Parties and Passengers is deleted. The number of fare paying passengers should not exceed the number shown in Your Schedule. The cover under this Endorsement is subject to all necessary and relevant licences and certificates being in force prior to and during any carriage of fare paying passengers. If such licences and certificates are not in force or the number of passengers exceeds that shown in Your Schedule, then all cover under Your Policy will be inoperative.

#### **Endorsement 24 – Houseboat**

It is agreed that Your Craft is used as a Houseboat and that General Policy Exclusion 4.7.3 is deleted.

#### **Endorsement 25 – Length restriction on single handed sailing**

General Policy Exclusion 4.7.6 is deleted.

#### **Endorsement 26 - Builders Risks.**

Subject to the terms and conditions contained within Your Policy and any other Endorsements noted in Your Schedule, this Policy is extended to cover Your Craft whilst it is under construction, being modified or fitted out.

We will also cover component items and parts purchased for the construction, modification or fitting out of Your Craft before they are fitted, whether at the site of Your Craft or whilst in storage elsewhere

within the **United Kingdom** or whilst being transported between the two sites.

The exclusions applying to Section 1 – Your Insured Property, of this **Policy** apply to these component items and parts and they are classed as **Your Craft's** gear and equipment for this purpose.

Cover for **Your Craft** is provided on a **Laid Up** basis only. Cover for **Your Craft** whilst **In Commission**, afloat or whilst undergoing in water trials, will only be provided upon prior notification to, and agreement by, **Your Insurers**. This may be subject, at **Your Insurers** discretion, to a full out of water survey and valuation by an independent, qualified Marine Surveyor.

The **Sum Insured** shown in **Your Schedule** is the full, completed value of **Your Craft**, after all works have been carried out. In the event of a claim under **Your Policy** before this time, **You** must provide full details of all works carried out to, and / or all component items and parts purchased for **Your Craft**, together with substantiating documentation. Any claim for a **Total Loss** will be paid based upon the value of **Your Craft** at the time (providing this does not exceed the **Sum Insured** noted in **Your Schedule**).

### **Endorsement 27 – Charter fishing**

General Exclusion 4.7.2 of **Your Policy** is amended to include **Your Craft** while it is used for Angling parties.

### **Endorsement 28 – Fishing Equipment**

**Personal Belongings** noted on schedule under Section 1- Your Insured Property is extended to include angling equipment belonging to **You**,

- a) up to a maximum value of £500, or as specified on **Your Schedule** with a **Sum Insured** against the item;
- b) With a single article limit for angling equipment is £100 unless specified separately with a **Sum Insured** against the item;

**Your Insurers** will not insure you:

- a) whilst the angling equipment is being used or preparing to be used
- b) if left unattended whilst being transported unless:
  - i) The vehicle is left fully closed and locked;
  - ii) The angling equipment is contained in the vehicle boot, or contained in the luggage space of an estate/ hatchback car under a cover and out of sight.

### **Endorsement 29 – Diving Parties**

General Exclusion 4.7.2 of **Your Policy** is amended to include **Your Craft** whilst it is used for Charter Diving Parties.

**Your Policy** does not include any liability to the diver or of the diver while in the water except in the case of proven negligence by the skipper or crew. **You** or **Your** qualified skipper must be on **Your Craft** and in control of **Your Craft** at all times during this use.

### **Endorsement 30 – Water Toys Liability Clause.**

**30.1 Endorsement 8 – Clause 8.3 is deleted**

**30.2 Section 2 – Liability to Third Parties and passengers is extended to include liability to or arising from the of inflatable water toys for private and pleasure purposes only, whilst being towed or preparing to be towed by **Your Craft**, or whilst on board **Your craft**, subject to the following Conditions:**

**30.3 You must comply with the following conditions to have the full protection of **Your Policy**. If **You** do not comply with them **Your Insurers** may cancel **Your Policy** or refuse to**

handle **Your** claim or reduce the amount of any claim payment.

**You** must ensure that:

- a) all drivers of **Your** craft are over the age of 18 unless prior agreement is obtained in writing from **Your** insurers;
- b) all drivers are experienced in handling **Your** Craft whilst being used for towing;
- c) A competent and experienced observer is on board **Your** Craft at all times when persons are being towed;
- d) all towing is restricted to inland non-Tidal waters including, rivers, lakes, and sheltered **Coastal Waters**
- e) all drivers stay within the manufacturer's recommended towing speeds;
- f) all riders will be over the age of 6 years of age and between 6 and 10 years must be accompanied on the inflatable water sports toy by a responsible adult;
- g) all riders will wear CE or US Coast Guard approved impact vests
- h) manufacturer's general use and safety guidelines are complied with by all persons;
- i) **Your** Craft will not be used for towing inflatable water toys in areas where this activity is prohibited
- j) all inflatable water toys are CE or US Coast guard approved

The limit of liability for this extension is shown on **Your** Schedule

### **Endorsement 31- Personal Water Craft – Amended Excess clause**

Clause 12.2 of **Endorsement 12** is deleted.

### **Endorsement 32 - Not in Use Condition**

**You** must comply with the following conditions to have the full protection of **Your** Policy. If **You** do not comply with them **Your** Insurers may cancel **Your** Policy or refuse to handle **Your** claim or reduce the amount of any claim payment.

**Your** Craft must be removed from the water and kept ashore on all occasions when not in use and during the hours of sunset to sunrise be kept in a locked building, or the locked compound noted on **Your** Schedule.

For the purposes of this **Endorsement** "In Use" shall mean – any period **Your** Craft is temporarily away from the permanent place of storage (including whilst in transit) for the purpose of being used afloat.

### **Endorsement 32 – Home Drive Condition**

**You** must comply with the following conditions to have the full protection of **Your** Policy. If **You** do not comply with them **Your** Insurers may cancel **Your** Policy or refuse to handle **Your** claim or reduce the amount of any claim payment.

Whilst **Your** Craft is kept at:

- i) on **Your** driveway at **Your** home address
- ii) at a location noted on **Your** Schedule

**Your** Craft must be chained to a permanently fixed object in the addition to the fitting of a **Wheel Clamp** to **Your** trailer.



### **Endorsement 33 - Member to Member Liability**

Section 2 - Liability to Third Parties and Passengers of Your Policy covers each member of the club and / or association as if separate policies had been issued to each individual member. The limit of liability is stated in Your Schedule.

### **Endorsement 34 - Third Party and Passenger Liability (excluding removal of wreck)**

The cover under Section 2 – Liability to Third Parties and Passengers 2.1 iii) is deleted from Your Policy.

### **Endorsement 36 - Coast or Channel Crossings**

You must comply with the following conditions to have the full protection of Your Policy. If You do not comply with them Your Insurers may cancel Your Policy or refuse to handle Your claim or reduce the amount of any claim payment.

Whilst your craft is being used for Coastal cruising or crossing the English Channel You must:

- a) correctly ballast and light Your Craft prior to any voyage;
- b) ensure that at least one automatic, one manual and one electric bilge pump, properly installed and in full working order are on board Your Craft at all times;
- c) not undertake a voyage where the wind speed exceeds Beaufort scale force 4 or commence a voyage if it is forecast is to exceed Beaufort scale force 4 in the following 48 hours.

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