



**NOBLE**  
MARINE INSURANCE

**Marine Insurance Policy**

## Welcome to your Insurance Policy from Noble Marine

We are delighted that you have chosen to insure with Noble Marine. We hope that you will be happy with your cover and the service we provide.

It is important that you read this document carefully to ensure that you have bought the right insurance product for your needs. This document is divided into sections to make it easier to find what you need. These documents form a legal contract between you and us and they should all be read together:

- This Policy sets out the terms and conditions of this insurance contract.
- Your schedule together with any Endorsements give details of what you are insuring and any special conditions which apply, in addition to those in this Policy booklet.
- Your Statement of Fact provides you with a copy of the information you provided to us to arrange the Policy for you.

It is important that you check that the information you provided to us in your Statement of Fact is correct. If any information is wrong, please tell us or your insurance intermediary as soon as possible. Incorrect information could affect your cover, result in your claim not being paid or even invalidate your insurance.

If the Policy doesn't provide you with the insurance cover you need, please contact us or your insurance intermediary straight away.

If you need to contact us:

**Telephone:** 01636 707606

**Email:** [enquiries@noblemarine.co.uk](mailto:enquiries@noblemarine.co.uk)

**Post:** Jubilee House, Long Bennington Business Park, Long Bennington, Newark, NG23 5JR

Noble Marine is a trading name of Noble Insurance Services Ltd who are authorised and regulated by the Financial Conduct Authority. Firm Reference Number 305884. Noble Marine is responsible for arranging your Policy with the Insurers shown in your Policy Schedule.

**Thank you for choosing Noble Marine.**

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## How to Make a Claim

If you need to make a claim here's what to do.

In the event of any incident which may give rise to a claim you need to inform us as soon as reasonably possible with details of what has happened.

If you receive any correspondence from another party involved in the incident, you must forward this to us as soon as possible but it is important that you do not reply to them as this may affect the claim. We will then contact the other party or their insurers.

You can report a claim to us by:

**Telephone:** 01636 675888

**Website:** [www.noblemarine.co.uk/make-a-claim](http://www.noblemarine.co.uk/make-a-claim)

**Portal:** [nobleportal.co.uk](http://nobleportal.co.uk)

**Email:** [claims@noblemarine.co.uk](mailto:claims@noblemarine.co.uk)

**Post:** Noble Security Box, Jubilee House, Long Bennington Business Park, Long Bennington, Newark, NG23 5JR

Our team will then be able to help you and explain the next steps.

We will need details of the incident including the cause and value of any claim. The following list provides examples of the information that is normally required, however additional information may be required depending on the nature of the claim:

- Insured's name, address, and contact details
- Policy number
- The date of the incident
- The cause of the loss or damage
- Repair estimates, if already obtained
- Details of the loss or damage together with claim value if known
- Police details, where applicable, including crime reference numbers
- Names and addresses of any other parties involved or responsible for the incident
- Details of any injuries sustained by anyone covered under the Policy or any loss of or damage to property or injury suffered by any third party
- Names and addresses of any witnesses

This information will enable Insurers to make an initial evaluation on policy liability and claim value. Insurers may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property

Insurers may wish to appoint their own representative to discuss the circumstances of the claim, to inspect the damage or to undertake further investigations.

## Admission to Third Parties

No liability of any sort may be admitted, and no undertaking given, nor should any offer, promise or payment be made, or legal expenses incurred by the Insured or any person on board the Vessel or Craft without Insurers prior written consent.

## Repair Estimates

The Insured must obtain Insurers written consent, prior to selecting and authorising repairs. If requested alternative repair estimates must be obtained.

Any quotes or estimates provided in the process of making any claim under this policy must be the original from the supplier or repairer and represent the true cost with no mark-up, fees or commissions included for the benefit of a boat manager, boat management company or any potential beneficiary under this policy.

## Other Insurances

In the event of any claim arising under this Policy, which is also recoverable under any other Policy, Insurers shall not be liable for more than their rateable proportion of such claim.

## Things You Need to do When Making a Claim

### You must:

- Tell us as soon as you can.
- Tell the local police immediately of any theft or criminal damage. Take a note of any reference number given to you.
- Attempt reasonable steps to recover any property which has been lost. Send us all documents and information we ask for.

### You must not:

- Pay, offer or agree any amount or admit responsibility without our approval.
- Leave any property to us without our approval.
- Carry out any permanent repairs or get rid of any damaged items without our approval.

We must be given the opportunity to look at the damage first. We may not pay any claims unless you have kept to the above conditions.

### We may:

- Inspect the Vessel or Craft and where loss or damage has occurred.
- Take control of the remains of any property insured by the Policy for which we have agreed to pay a claim.
- Take over, defend or settle a claim made against you.
- Take legal action in your name to get back any payment we have made under this Policy.

## What Else You Need to Know

Remember, no Policy covers everything. We don't cover certain things such as damage caused by everyday wear and tear and maintenance. You need to take care of your Vessel or Craft. We won't pay claims that could have been prevented if you'd taken better care of your Vessel or Craft.

Your Policy sets out what you can claim for and what is not covered, if you are not sure please contact us.

## How We Settle Your Claim

Once accepted, we'll decide whether to settle your claim by:

- Rebuilding
- Repairing
- Replacing or
- Making a cash payment to you

We retain the option to decide where the repairs are carried out and may require a number of quotations. The basis of settlement is the current market value up to the sum insured. Where it is not possible to establish a market value for an item then the following scale will be used. In the event of loss or damage for blades, oars or paddles, machinery, specialist marine electrical equipment, outboard engines, personal belongings, protective covers and storage bags we will pay the current replacement price less 10% per annum from the item being two years old, up to a maximum deduction of 50%.

Where the insured items includes pairs of blades, oars or paddles it is agreed that in the event of Total Loss of one blade from a pair and a matching replacement is unavailable, then the pair will be considered a Total Loss.

The most we'll pay are the limits shown in your Policy Schedule or in this Policy.

Any claim settlement will be less the excess noted on the schedule for that section, or by endorsement, for that cover. In the event of a claim for a single Vessel or Craft on cover under more than one section of this policy, the highest excess will apply. Where there is more than one Vessel or Craft listed on cover and in the unfortunate event of a claim on more than one then an excess will be applicable for each Vessel or Craft.

## Definitions of Key Words

To help you understand everything we say, the following expressions shall have the meanings set out below wherever they appear in this Policy, the Policy Schedule and any Endorsements. Words in the masculine include the feminine and vice versa. Words in the singular include the plural and vice versa.

**Accidental Damage or Loss** - Sudden, unexpected damage or loss from a single identifiable event where the cause can be determined. Accidental damage or loss doesn't include damage caused by wear and tear or anything else that happens over time.

**Actual Total Loss** - The subject matter of insurance is completely destroyed, or the Insured is irretrievably deprived of it.

**Appropriation/Requisition** - Capture, seizure, arrest, restraint, detainment, confiscation, nationalisation, requisition or pre-emption and the consequences of, or any attempt at any of these.

**Bodily Injury** - Sudden and accidental physical injury, excluding any sickness, disease or degenerative medical process.

**Coastal Waters** - Water around a coast up to 12 nautical miles offshore.

**Constructive Total Loss** - The subject matter of the insurance is damaged to such an extent that the cost of effective repair or reinstatement would exceed the Sum Insured.

**Cruising Range** - The geographic area including all waters necessary to navigate between two points within your cruising range as defined in the Policy Schedule in which the Vessel or Craft will be used and Policy cover will apply.

**Due Diligence** - The duty of care expected from and ordinarily exercised by a prudent Insured.

**Endorsement** - An amendment to the Policy or to a Condition of the Policy which supplements or modifies its terms. It may be added when the Policy is issued or subsequently.

**Europe** - For the purpose of this Policy, Europe is defined as: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland.

**Excess** - The amount shown on the Policy Schedule for which You are responsible in respect of each claim. If an incident produces a claim under more than one section of the Policy, the highest Excess will apply.

**Fair Costs** - An amount which would be paid by a prudent Insured. For example, this would not include overtime and accelerated costs in order to reduce the repair time.

**Family** - your husband, wife or partner and children (including adopted or fostered). In addition, any relatives who permanently live with you.

**First Owner** - This is the person who purchased a new boat from the manufacturer or their agent and is the person whose name appears on the invoice or bill of sale.

**Grounding** - When a Vessel or Craft (while afloat) touches the seabed (including rocks), or runs aground.

**Insured Property** - The insured Vessel or Craft together with other equipment including outboard motor, trailer or trolley and any other items listed in the Policy Schedule.

**Inherent Vice** - A natural characteristic of a good or property which of itself is the cause of (or contributes to) its deterioration, damage or wastage without the intervention of any fortuitous external cause.

**Insured** - The person or legal entity shown in the Policy Schedule who has a financial interest in the Vessel or Craft.

**Insured Event** - The happening of an event or series of events causing loss or damage covered by this insurance.

**Insurer** - The Insurers as detailed in the Policy Schedule.

**Kill Cord** - An engine cut out device specifically designed to stop the engine(s) automatically when the helmsperson moves away from the controls. The Kill Cord must be attached securely to the helmsperson before the engine is put into gear.

**Latent Defect** - A defect in the design, construction, workmanship or materials used becoming apparent after the build or repair of the vessel.

**Locked Place of Storage** - A building or compound that is secured by a locked door, gate or security barrier.

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

**Loss of Sight** - a complete, irrecoverable and irremediable loss of sight of one or both eyes.

**Machinery** - The Vessel or Craft's main or auxiliary engine(s) and manoeuvring thrusters, outboard motor(s) and generators together with all associated electrical equipment, gearboxes, piping, fittings, cables, stabilisers, drivetrains (including shafts, brackets and couplings) and propellers.

**Malicious Damage** - Damage caused by an intentional disregard of the rights or safety of others and the deliberate act or the deliberate failure to act where there is a risk of loss, damage or bodily injury.

**Market Value** - The price that the Insured Property could be sold for in an open and competitive market based on its current age and condition.

**Period of Insurance** - The period shown in the Policy Schedule during which this insurance is in force.

**Permanent Total Disablement** - Disablement preventing engagement in a person's usual occupation lasting for 12 consecutive months and being without any hope of improvement after such period.

**Permitted User** - Any person using or in control of the Vessel or Craft with the Insured's permission.

**Personal Belongings** - Clothing and personal items normally used in connection with the Vessel or Craft belonging to the Insured or any member of their immediate family, for example waterproofs, wet suit, wet boots, buoyancy aid, sailing gloves, sailing holdall and dry suits.

**Personal Watercraft** - A recreational watercraft that the rider rides or stands on, rather than sits inside, including, but not limited to, Jet Skis, Jetsurfs and attachments e.g. Waveboats. The Personal Watercraft named on the Schedule includes, electronics, gear and equipment which would normally be sold with the Personal Watercraft.

**Policy** - The documents which incorporates this Policy booklet, Policy Schedule, any Endorsements, the Statement of Fact and any other information provided by the Insured.

**Policy Schedule** - Part of a Policy in which details specific to that Policy are inserted.

**Premium** - The amount of money that you pay, and we accept to provide cover for the Insured Property as specified in the Policy Schedule.

**Racing** – any organised competitive events with a designated start and finish, speed tests or connected trials. We deem a Vessel or Craft to be racing from when the Vessel or Craft has left its place of mooring or storage until its return.

**Seaworthy** – The Vessel or Craft is fit to encounter the normal perils of the sea, rivers, lakes or other navigable waters and is correctly crewed, equipped, fuelled and with all equipment in proper working order.

**Specialist Marine Electrical Equipment** – Electrical equipment or device, attached by a purpose made manufacturer attachment, which is specifically designed to be used on the Vessel or Craft including electrical equipment, electronic compass, tracking device, electronic race timer, VHF radio and waterproof, portable camera.

**Statement of Fact** – This details the information supplied by you, at the point of sale. If any of this information is incorrect or changes, for example if you change your vessel or if there is a change in the use of the vessel, you must tell us.

**Storm** - A storm is a period of violent weather defined as:

- Wind speeds with gusts of at least 48 knots (55mph) which is equivalent to Storm Force 10 on the Beaufort Scale or;
- Torrential rainfall at a rate of at least 25mm per hour or;
- Snow to a depth of at least one foot (30 cm) in 24 hours or;
- Hail of such intensity that it causes damage to hard surfaces or breaks glass.

**Sums Insured** – The values shown in the Policy Schedule for your Vessel or Craft, trolley, trailer and other specified equipment.

**Tenders** – Other craft used in connection with the operation of the Vessel or Craft and permanently marked with the Vessel or Craft's name or other significant markings.

**Total Loss** – The Insured Property is damaged beyond economic repair or constructive repair or the Insured is irretrievably deprived of it.

**United Kingdom** – For the purpose of this Policy, United Kingdom is defined as England, Scotland, Wales, Northern Ireland, Isle of Man and the Channel Islands.

**Underwater Gear** – Rudder, strut, shaft and propeller.

**Unsecured Equipment** – Equipment or fittings which can be removed without an act of force.

**Vermin** – Any wild small mammals, birds, rodents and insects including bees, hornets and wasps.

**Vessel or Craft** – The Vessel or Craft named in the Policy Schedule including hull, sails, spars, foils, fittings, Machinery, electronics, engines, gear and equipment that would normally be sold with the Vessel or Craft.

**We / Our / Us** – Noble Insurance Services Ltd or Noble Insurance Services Ltd acting on behalf of an insurer.

**You / Your** – The Insured as shown in the Policy Schedule.

## Policy Conditions

You must meet these conditions for cover to apply.

### 1. Taking care

You and anyone using your Vessel or Craft must take all reasonable care to prevent loss, damage, accidents or injury and ensure that the Vessel or Craft is in a seaworthy condition. It is your responsibility to ensure:

- The Vessel or Craft is continually maintained in a sound and seaworthy condition; and
- Its Machinery and navigation equipment are, and are continually maintained in, sound working order.
- There are no known defects to the Vessel or Craft, its hull, Machinery and/or rigging which could compromise its safety in any way.
- When storing the Vessel or Craft ashore when not in use ensure the cradle is suitable to support the weight of the hull structure. Ensure that when the Vessel or Craft is stored ashore it is properly supported in accordance with the manufacturers instructions and/or best practice.
- The mooring for the Vessel or Craft is suitable for the type of vessel and potential weather, sea or tidal conditions.
- The Vessel or Craft is properly winterised in accordance with the manufacturers' recommendations and/or best practice.

By taking out a Policy you are agreeing to always:

- Maintain the Vessel or Craft in a seaworthy condition;
- Ensure the Vessel or Craft is properly fitted with all appropriate safety equipment which shall be maintained in working order;
- When unattended safeguard the Vessel or Craft by making sure it is properly moored on a suitable mooring and her accommodation and storage compartments are secured and locked; and
- Following damage to the Vessel or Craft do your utmost to prevent pollution or the risk of pollution.

Any losses caused by the Vessel or Craft not being seaworthy, worn gear and equipment or lack of maintenance are not covered.

### 2. Minors taking the helm

Where a person under the age of 18 takes the helm of the insured Vessel or Craft it is a requirement that there is a suitably experienced adult supervising and in position to take control where necessary. This condition applies to Section 2 – Sailing Yacht, Motor Yacht & Motorcruiser, Section 3 – Motorboat, Narrowboat, RIB and Speedboat and Section 5 – Jet Skis and other Personal Watercraft.

### 3. How to make changes to your Policy

It's important you keep us up to date with any changes that may affect your insurance Policy. The information you gave us when you took out your Policy is contained within your Statement of Fact. If any of this information is incorrect or has changed, you need to get in touch with Noble Marine or your insurance intermediary. If you don't, it could mean that your Policy is no longer valid and that a claim may not be paid.

### 4. If there's more than one name on the Policy

Any insured person named in your Policy Schedule may make changes to the Policy, submit a claim or discuss an existing claim with us. If someone named on the Policy wants to be removed, we'll only accept authority from the person being removed. We'll also accept a court order or written agreement from that person's personal representative.

### 5. Continuation

If the Vessel or Craft is at sea or in distress or at a place of refuge at the time this insurance expires, Insurers will automatically continue cover. Upon arrival at the next port of call the Insured must notify us and make any necessary Premium payments without any undue delay.

## **6. Sale or transfer of ownership**

It is hereby noted that if the Vessel or Craft is sold or transferred to new ownership, unless agreed by us, this insurance is cancelled from the time of sale or transfer.

## **7. Fraud**

If you or your family or anyone else insured under this Policy:

- Makes a claim under this Policy which is in any part false or exaggerated;
- Supports a claim with a false document or statement;
- Makes a claim for any loss or damage as a result of your wilful act or if the loss or damage was caused with your agreement or knowledge;
- Have committed fraud under any other insurance Policy;
- Makes an untrue statement, fails to provide us with information we have requested or knowingly provides inaccurate information about their circumstances in order to obtain insurance cover.

We may:

- Cancel the Policy from the date the fraudulent act was committed or void the Policy from its inception;
- Not pay any claims which may or may not have been made on the Policy;
- Recover any money that has already been paid on a claim;
- Not return any Premium;
- Inform the police, other financial services and anti-fraud databases.

## **8. If you have other insurance**

If you claim under this Policy for something which is also covered by another insurance Policy, we'll only pay our share of the claim. You must give us full details of the other insurance Policy.

## **9. Contracts (Rights of Third Parties) Act 1999**

Apart from us, only you have the right to make a claim under this cover. This means that a law called the Contracts (Rights of Third Parties) Act 1999 doesn't apply to your cover in relation to any third-party rights or interest.

## **10. Non-Disclosure and Misrepresentation**

Information which you gave us before this Policy started, during the course of the Policy or for the purposes of renewing the Policy (whether provided orally, electronically or in writing) must be complete and correct. You can ensure the information is correct by checking your Statement of Fact. If any information is incorrect or you are unsure, contact us or your insurance intermediary immediately. If you have provided us with inaccurate information which might have affected our decision to provide insurance cover, the level of Premium, or the terms of this Policy, before you took out the Policy or before renewal then we may have the right to:

- Apply terms to the Policy by Endorsement; and/or
- Cancel the Policy; and/or void the Policy, which means we will treat the Policy as if it had never existed; and/or
- Repudiate any claims; and/or
- Recover any payments from you made on previous claims; and/or
- Retain the Premium; and/or
- Allow a pro-rata refund of the Premium; and/or
- Refund the Premium in full.

#### **11. Policy Renewal**

We'll send you a renewal invitation before your renewal date. This will show your renewal Premium and any changes to your insurance Policy. If you haven't chosen our continuous payment option, you must contact us before your renewal date to arrange payment of the Premium to continue with your insurance Policy. If you've chosen our continuous payment option, we'll automatically renew your insurance Policy as long as the debit or credit card remains valid. If you don't want to renew or your credit card provider has changed, please contact us before your renewal date.

#### **12. Governing Law and Jurisdiction**

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of this Insurance shall be subject to the exclusive jurisdiction of the English courts and shall be governed and construed in accordance with English law.

#### **13. Domicile and Flagging**

The Insured must be domiciled in the United Kingdom and the vessel's flag where required must be of the United Kingdom, Channel Islands, Isle of Man or Gibraltar.

#### **14. Cancellation or Removal of a Vessel or Craft from Cover**

In the event of a claim there will be no refund for a craft or vessel removed from cover if there has been a claim on the policy where no recovery has been made.

#### **15. Lithium Batteries**

It is a condition that any lithium batteries are:

- professionally fitted or fitted strictly in accordance with the manufacturer's specification and/or requirements; and,
- that use, storage, charging and maintenance of lithium batteries is carried out in strict accordance with the manufacturer's guidelines and recommendations with full records kept; and,
- any repairs, modifications or alterations to any Lithium Battery or its charging equipment shall only be performed by the original manufacturer or an authorised or approved repairer on behalf of the manufacturer; and,
- the charging of any Lithium Battery shall only be performed using charging equipment supplied or approved by the manufacturer.

## General Exclusions

### 1. Commercial use

Hire, charter, reward, or any other commercial activity whatsoever, unless you have informed us prior to any such use and we have agreed to grant insurance cover for that use in writing. If the Vessel or Craft is used for hire, charter, reward, or any commercial use whatsoever without our prior agreement, there will be no insurance cover for the Vessel or Craft and no claim will be paid for any loss during the period when the Craft or Vessel was so used.

### 2. Vessel or Craft not being Seaworthy

The failure to maintain the Vessel or Craft in a Seaworthy condition or in the case of a trailer, roadworthy condition.

### 3. Confiscation

Any loss, damage or damages you legally must pay caused by Appropriation or Requisition unless specifically mentioned in this Policy booklet or included by endorsement.

### 4. War

Hostilities or warlike operations whether there be a declaration of war or not, this includes war, civil war, revolution, rebellion, insurrection or civil strife arising there from, or any hostile act by or against a belligerent power or piracy unless specifically mentioned in this Policy booklet or included by endorsement.

### 5. Riots and civil disturbance

Strikes, locked out workforce or persons taking part in labour disturbances, riots or civil commotions unless specifically mentioned in cover.

### 6. Radioactive contamination

Loss, damage or Liability which involves:

- Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste; or
- The radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment; or
- Any chemical, biological, bio-chemical or electromagnetic weapon or any weapon or device employing atomic or nuclear fission and/or fusion.

### 7. Sanctions

We won't provide any cover or be liable to provide any indemnity, payment or other benefit under this policy to the extent that the provision of such cover, indemnity, payment or other 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, United States or other country of policy issue.

If any such resolution, sanction, law or regulation takes effect during the insurance period, we may cancel this policy immediately by giving you written notice at your last known address.

### 8. Deliberate acts and Reckless Behaviour

Any loss, damage, death, injury or illness that you have legal responsibility for, where caused deliberately, wilfully, recklessly by you, your family or any other person with a financial interest in the Vessel or Craft and this includes illegal activities and illegal use.

### 9. Events before the Policy started

Any claims for previously unrepaired damage to the Vessel or Craft that are caused by any accident or incident that happened before this Policy started.

### 10. Decrease in value

Any decrease in value of your Vessel or Craft following a repair or replacement paid for under this Policy.

#### **11. Wear and tear**

Over time your Vessel or Craft will suffer wear and tear from use, the weather and general deterioration. We won't be able to pay a claim for any loss or damage caused by wear and tear, rust, rot, osmosis, oxidation, corrosion, wasting or weathering or anything which happens gradually over time.

#### **12. Latent Defects and Faulty workmanship**

There is no cover for any build, design or latent defect or the need to replace, repair or renew faulty parts or defective materials or put right any fault or error in design, construction or a previous repair or maintenance including breakage of shafts within the affected machinery.

#### **13. Outside Cruising Range**

The Vessel or Craft operating outside the Cruising Range shown in the Policy Schedule unless it is either in distress, at the request of an official/national body or is going to the aid of another craft.

#### **14. Computer attacks**

This clause shall be paramount and shall override anything in this insurance inconsistent therewith.

In no case shall this insurance cover any loss, damage, liability or expense directly or indirectly caused by, contributed to, by or arising from:

- The failure, error or malfunction of any computer, computer system, computer software programme, code, or process or any other electronic system; or
- The use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

#### **15. Alcohol and drugs misuse**

The operation of the Vessel or Craft by the Insured or any Permitted User whilst under the influence of alcohol or drugs other than prescribed medication taken for a medical condition.

#### **16. Communicable Diseases**

There is no cover for any loss, damage, liability, cost, or expense directly or indirectly arising from the transmission of any communicable disease.

Communicable disease is an illness due to a specific infectious agent or its toxic products spread from one person to another or from an animal to a person by any means of transmission.

#### **17. Insects and Marine Wildlife**

Any claim or damage to the Vessel or Craft as a result of insects, marine borers, barnacles, molluscs, fungal or marine growth.

#### **18. Modifications**

Any damage arising from an incorrect, unsuitable or poorly carried out modification.

#### **19. Ordinary Action of Weather**

Any claim or damage arising through or as a consequence of the action of the wind and waves unless specifically covered elsewhere, for example Storm. This exclusion applies to Section 2 - Sailing Yacht, Motor Yacht & Motorcruiser, Section 3 - Motorboat, Narrowboat, RIB and Speedboat and Section 5 - Jet Skis and other Personal Watercraft.

#### **20. Mooring**

Any claim or damage arising from using a mooring that is insufficient for the size and weight of the Craft or Vessel or that has not been laid and maintained in accordance with best practice.

#### **21. Paid Custodian**

No person or organisation which has the custody of your Insured Property and is to be paid for services in respect of your Insured Property shall benefit from this Policy.

**22. Continuation of Use following Damage**

Following damage to the Vessel or Craft any damage incurred from continuing to use the Vessel or Craft except where it is essential to return the Vessel or Craft to a place of safety or repair unless agreed by us.

**23. Professional Transportation**

Cover for any Vessel or Craft where it's being professionally transported by air, road, rail or water on your behalf is excluded. Including where the insured Vessel or Craft is under the control of a professional skipper. unless specifically mentioned in this Policy booklet or in an endorsement.

**24. Boat Manager and Management Company Fees**

There is no cover under any section of the policy for fees charged by your boat manager or the boat's management company for managing a claim on your behalf.

**25. Consequential Loss**

There is no cover for loss of use or enjoyment of the Vessel or Craft (including Tender) or any other indirect or consequential losses including loss of profits unless specifically covered elsewhere in the policy.

**26. Loss or Contamination of Fuel**

Loss of fuel, or the cost of removing and/or replacing contaminated fuel including any resultant damage arising from misfuelling, misuse, poor maintenance or as a result of wear and tear, corrosion or mechanical failure of any components in the fuel system including the fuel tank itself.

## Section 1 - Sailing Dinghy & Sportsboat

### 1A - Cover for Your Sailing Dinghy or Sportsboat

What you are covered for	What you are not covered for (in addition to General Exclusions on page 12)
<p>Your hull, which is the main body of a Vessel or Craft, along with any equipment or fittings secured to the Vessel or Craft including foils, is covered for the following perils:</p> <ul style="list-style-type: none"> <li>• Accidental Damage</li> <li>• Accidental Damage while being transported if the Vessel or Craft is less than 9m in length</li> <li>• Collision</li> <li>• Fire and Explosion</li> <li>• Flooding</li> <li>• Grounding</li> <li>• Hitting underwater objects</li> <li>• Lightning</li> <li>• Racing</li> <li>• Storm Damage</li> <li>• Theft and Malicious Damage</li> <li>• Vermin Damage</li> </ul> <p>The most the Insurer will pay, for any one claim in total, is the Sum Insured noted on your Policy Schedule. In the event of an Actual Total Loss or Constructive Total Loss if the Vessel or Craft is over two years old the Insurer will pay the Market Value up to the Sum Insured in your Policy Schedule.</p> <p><b>New Boat Replacement</b></p> <p>Where the Vessel or Craft suffers an Actual Total Loss or Constructive Total Loss within two years of completion of its manufacture and you are the First Owner of the boat, Insurers will pay for:</p> <ol style="list-style-type: none"> <li>a. A new Vessel or Craft of the same make, model and specification or;</li> <li>b. if the Vessel or Craft is no longer in production a new Vessel or Craft of a similar model and specification costing up to the value shown in the Policy Schedule.</li> </ol>	<ul style="list-style-type: none"> <li>• Scratching, denting, bruising or chafing whilst being transported by road, rail, air or ferry.</li> <li>• Loss or damage caused to your hull as a result of non-standard foils being fitted to your Vessel or Craft, unless explicitly agreed by us and specified in your Policy Schedule.</li> <li>• Theft of unsecure gear, fittings or equipment unless secured to the Vessel or Craft or from a Locked Place of Storage.</li> </ul>
<p>Your mast, sails, spars and rigging are covered for the cost of replacing with new when they are damaged beyond economical and constructive repair by the following perils:</p> <ul style="list-style-type: none"> <li>• Accidental Damage</li> <li>• Accidental Damage while being transported</li> <li>• Collision</li> <li>• Fire and Explosion</li> <li>• Flooding</li> <li>• Lightning</li> <li>• Racing</li> <li>• Storm Damage</li> <li>• Theft and Malicious Damage</li> <li>• Vermin Damage</li> </ul>	<ul style="list-style-type: none"> <li>• Scratching, denting, bruising or chafing whilst being transported by road, rail, air or ferry.</li> <li>• Theft of unsecure gear, fittings or equipment unless secured to the Vessel or Craft or from a Locked Place of Storage.</li> </ul>

What you are covered for (continued)	What you are not covered for (continued) (in addition to General Exclusions on page 12)
<p>Your outboard engine, if listed in your Policy Schedule, up to a maximum of 10 horsepower is covered for:</p> <ul style="list-style-type: none"> <li>• Accidental Damage</li> <li>• Accidental Damage while being transported</li> <li>• Collision</li> <li>• Fire and Explosion</li> <li>• Flooding</li> <li>• Grounding</li> <li>• Hitting underwater objects</li> <li>• Storm Damage</li> <li>• Theft and Malicious Damage</li> <li>• Vermin Damage</li> </ul> <p>Any settlement regarding your outboard engines will be limited to the current Market Value as determined by the age and condition of the item but will not exceed the insured value as stated in your Policy Schedule.</p>	<ul style="list-style-type: none"> <li>• Mechanical or electrical breakdown or failure.</li> <li>• Theft of outboard motor unless secured with an antitheft device or stolen from a Locked Place of Storage</li> <li>• Any engine not noted in your Policy Schedule.</li> <li>• Replacing or repairing an outboard engine which has fallen overboard unless it is secured to the Vessel or Craft, at the time of the incident, with a safety chain or strop.</li> <li>• Freezing of any Machinery unless the cooling system has been drained of water or it has been winterised in accordance with the manufacturers' 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 and all of which can be evidenced.</li> <li>• Contaminated fuel.</li> </ul>
<p>Your trailer and/or trolley if listed in your Policy Schedule is covered for:</p> <ul style="list-style-type: none"> <li>• Accidental Damage</li> <li>• Fire and Explosion</li> <li>• Flooding</li> <li>• Lightning</li> <li>• Storm Damage</li> <li>• Theft and Malicious Damage</li> </ul> <p>Any settlement regarding your trailer and/or trolley will be limited to the current Market Value as determined by the age and condition of the item but will not exceed the insured value as stated in your Policy Schedule.</p>	<ul style="list-style-type: none"> <li>• Theft of trailer and/or trolley unless fitted with an anti-theft device such as a wheel clamp or hitch lock or stolen from a Locked Place of Storage.</li> <li>• Mechanical breakdown or failure.</li> <li>• Vermin damage.</li> </ul>
<p>We will reimburse your Race Fees up to £150 in any one Period of Insurance for non-refundable race entry fees to an event you have entered the Vessel or Craft and paid the fee for which you are subsequently unable to attend due to damage to your dinghy caused by an incident covered in section 1 of this Policy. You may be asked for proof of payment before we pay any claim.</p>	<ul style="list-style-type: none"> <li>• Any race you enter after the dinghy has been damaged.</li> <li>• Fees for any person other than the Insured and/or immediate family.</li> </ul>
<p>Protective covers and storage bags are covered for:</p> <ul style="list-style-type: none"> <li>• Accidental Damage</li> <li>• Accidental Damage while being transported</li> <li>• Fire and Explosion</li> <li>• Flooding</li> <li>• Storm Damage</li> <li>• Theft and Malicious Damage</li> <li>• Vermin Damage</li> </ul> <p>Any settlement regarding your covers and storage bags will be limited to the current Market Value as determined by the age and condition of the item.</p>	<ul style="list-style-type: none"> <li>• Theft of unsecured protective covers and storage bags unless secured to the Vessel or Craft or from a Locked Place of Storage.</li> </ul>

What you are covered for (continued)	What you are not covered for (continued) (in addition to General Exclusions on page 12)
<p>Specialist Marine Electrical Equipment is covered for:</p> <ul style="list-style-type: none"> <li>• Accidental Damage</li> <li>• Fire and Explosion</li> <li>• Flooding</li> <li>• Storm Damage</li> <li>• Theft and Malicious Damage</li> </ul> <p>Any settlement regarding your Specialist Marine Electrical Equipment will be limited to the current Market Value as determined by the age and condition of the item but will not exceed the insured value on the Policy Schedule.</p>	<ul style="list-style-type: none"> <li>• Mobile phones, laptops and tablets such as iPads.</li> <li>• Water damage to any item that is not waterproof.</li> <li>• Theft unless from a Locked Place of Storage.</li> <li>• Loss or damage to an electrical device unless secured to the Vessel or Craft using a purpose made commercial attachment.</li> <li>• Vermin damage.</li> </ul>

#### 1B - Sailing Dinghy or Sportsboat - Personal Belongings

What you are covered for	What you are not covered for (in addition to General Exclusions on page 12)
<p>You and insured users Personal Belongings are covered for:</p> <ul style="list-style-type: none"> <li>• Accidental Damage</li> <li>• Accidental Loss</li> <li>• Fire and Explosion</li> <li>• Theft and Malicious Damage if items kept in a secure and Locked Place of Storage</li> </ul> <p>The maximum we will pay out is a total of £350 under this section.</p> <p>Any settlement regarding your Personal Belongings will be limited to the current Market Value as determined by the age and condition of the item but will not exceed the insured value as stated in your Policy Schedule.</p>	<ul style="list-style-type: none"> <li>• Claim in respect of cash, credit or debit cards, travellers' cheques, cash cards, stamps, jewellery, spectacles (unless secured with a strap), contact lenses, mobile phones, laptops, tablets and keys or similar property.</li> <li>• Theft of unsecured clothing and personal items.</li> <li>• Damp, mould, mildew, vermin and moth damage.</li> <li>• Loss or damage to fishing equipment, diving or sports equipment whilst in use.</li> </ul>

**1C - Sailing Dinghy or Sportsboat - Third Party Liability**

What you are covered for	What you are not covered for (in addition to General Exclusions on page 12)
<p>This cover only applies if it is indicated in your Policy Schedule.</p> <p>Subject to the Terms and Conditions of this Policy the Insured or any Permitted User will be indemnified for damages arising from the legal liability for use of the Insured Property listed in the Policy Schedule for:</p> <ul style="list-style-type: none"> <li>• Death or Bodily Injury to any person.</li> <li>• Loss of or damage to property not belonging to the Insured.</li> <li>• Any action taken by the Insured and any Permitted User in an attempt to avoid or reduce any insured liability.</li> <li>• Attempted or actual raising, removal and destruction of the wreck of the Vessel or Craft.</li> </ul> <p>The maximum amount recoverable under this Section is shown in your Policy Schedule and is limited to any one accident or series of accidents arising from the same event.</p> <p>In addition to any claim for which coverage is provided under this section and with prior written consent and agreement Insurers will pay:</p> <ul style="list-style-type: none"> <li>• The expenses incurred by the Insured in relation to Coroners inquests and Official Enquiries.</li> <li>• The legal costs incurred in defending or pursuing any action following an event covered under this Policy whether or not such action results in Court proceedings.</li> </ul> <p>The total amount of cover under this section is shown in your Policy Schedule.</p> <p>Additionally, this cover will extend, subject to the policy terms, conditions and exclusions, to include:</p> <ul style="list-style-type: none"> <li>• the use of a Vessel or Craft of the same class as one covered by this policy and not otherwise insured; and</li> <li>• whilst on hire or loan to you or a member of your immediate family (if named as users on your Vessel or Craft); and</li> <li>• for events not exceeding 14 days and for up to 30 days in total during the period of insurance in UK and Europe (as long as you have 30 days in Europe for your cruising range);</li> <li>• but always excluding liability for loss or damage to the craft on hire or loan.</li> </ul> <p>Any claims under this section will be subject to the Dinghy excess in Section 1A as shown in the Policy Schedule being doubled.</p>	<ul style="list-style-type: none"> <li>• Accidents to or illness of workmen or any persons employed in any capacity whatsoever by the Insured.</li> <li>• Accidents arising whilst the Insured Property is on a private or public highway and is attached to a vehicle.</li> <li>• Liabilities assumed under contract, incurred solely by an agreement entered into by you.</li> <li>• Liabilities whilst your Vessel or Craft is in the care, custody or control of anyone acting as part of their profession.</li> <li>• Any form of personal or Bodily Injury or death in respect of persons employed in any capacity by the Insured in connection with the Vessel or Craft or employed by any Permitted User.</li> <li>• Accidents caused by any person engaged in any form of diving activities.</li> <li>• Punitive, exemplary damages, fines or penalties imposed under any statutory code or law.</li> <li>• Any third-party loss or damage caused during land, road, rail or ferry transportation.</li> <li>• Liabilities resulting from any accident whilst the Vessel or Craft is in the care, custody or control of any business, trade, profession or organisation.</li> <li>• Racing or competition use unless specified in your Policy Schedule.</li> </ul>

## Section 2 - Sailing Yacht, Motor Yacht & Motorcruiser

### 2A - Cover for Your Sailing Yacht, Motor Yacht or Motorcruiser

What you are covered for	What you are not covered for (in addition to General Exclusions on page 12)
<p>Your hull, which is the main body of a Vessel or Craft along with any equipment or fittings secured to the Vessel or Craft including Machinery (other than outboard motors) &amp; Tenders (if a Tender is noted in your Policy Schedule), or unspecified tenders up to 16ft in length and £3k value or liferaft if included in the sum insured (though please note Outboard or Auxiliary motors will be subject to Outboard Engine section of this wording which is below), is covered for the following perils:</p> <ul style="list-style-type: none"> <li>• Accidental Damage</li> <li>• Accidental Damage while being transported if the Vessel or Craft is less than 9 metres in length</li> <li>• Collision</li> <li>• Fire and Explosion</li> <li>• Flooding</li> <li>• Grounding</li> <li>• Hitting underwater objects</li> <li>• Lightning</li> <li>• Storm Damage</li> <li>• Theft and Malicious Damage</li> <li>• Vermin Damage</li> </ul> <p>The most the Insurer will pay, for any one claim in total, is the Sum Insured noted on your Policy Schedule. In the event of an Actual Total Loss or Constructive Total Loss if the Vessel or Craft is over two years old the Insurer will pay the Market Value up to the Sum Insured in your Policy Schedule.</p> <p><b>New Boat Replacement</b> Where the Vessel or Craft suffers an Actual Total Loss or Constructive Total Loss within two years of completion of its manufacture and you are the First Owner of the boat, Insurers will pay for:</p> <ol style="list-style-type: none"> <li>a. A new Vessel or Craft of the same make, model and specification or;</li> <li>b. if the Vessel or Craft is no longer in production a new Vessel or Craft of a similar model and specification costing up to the value shown in the Policy Schedule.</li> </ol>	<ul style="list-style-type: none"> <li>• Scratching, denting, bruising or chafing whilst being transported by road, rail, air or ferry.</li> <li>• Theft of unsecure gear, fittings or equipment unless secured to the Vessel or Craft or from a Locked Place of Storage.</li> <li>• Theft of the Vessel or Craft whilst on its trailer, unless the trailer is immobilised or fitted with a suitable anti-theft device.</li> <li>• Insurers have no liability in respect of physical loss or damage to the Vessel or Craft or liability to third parties or any salvage services for claims caused by or arising from fire or explosion on the Vessel or Craft unless the vessel has been properly maintained including being fitted with fire-fighting equipment and extinguishers appropriate for the size and type of Vessel or Craft and fire hazard. Any engine room or engine space with an automatic fire fighting system must be maintained in working order in accordance with manufacturer's guidance and is in full compliance with any flag safety regulations.</li> <li>• The Vessel or Craft's mooring or any part thereof except for the Vessel or Craft's lines/warps, anchor and anchor chain.</li> <li>• Mechanically powered Vessel or Craft for racing or taking part in any speed tests or time trials.</li> <li>• Loss or damage to the Insured Property caused by loss of control where a Kill Cord is fitted but has not been used.</li> <li>• All damage being transported if the Vessel or Craft exceeds 9 metres in length.</li> <li>• Mechanical or electrical breakdown or failure.</li> <li>• Freezing of any Machinery unless the cooling system has been drained of water or it has been winterised in accordance with the manufacturers' 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 and all of which can be evidenced.</li> <li>• Loss or damage caused by contaminated fuel.</li> </ul>

What you are covered for (continued)	What you are not covered for (continued) (in addition to General Exclusions on page 12)
<p>Your mast, sails, spars and rigging are covered for the cost of replacing with new when they are damaged beyond economical and constructive repair by the following perils:</p> <ul style="list-style-type: none"> <li>• Accidental Damage</li> <li>• Accidental Damage while being transported</li> <li>• Collision</li> <li>• Fire and Explosion</li> <li>• Flooding</li> <li>• Lightning</li> <li>• Storm Damage</li> <li>• Theft and Malicious Damage</li> <li>• Vermin Damage</li> </ul> <p>Claims and associated costs in respect of an Actual Total Loss or Constructive Total Loss of sails, masts, spars, standing and running rigging, the age of which exceeds three years at the time of loss, shall be recoverable only to the extent of 75% of their new replacement cost.</p>	<ul style="list-style-type: none"> <li>• Scratching, denting, bruising or chafing whilst being transported by road, rail, air or ferry</li> <li>• Theft of unsecure gear, fittings or equipment unless secured to the vessel or from a Locked Place of Storage.</li> <li>• Loss or damage to sails split by the wind or blown away.</li> </ul>
<p>Your outboard engines if listed in your Policy Schedule are covered for:</p> <ul style="list-style-type: none"> <li>• Accidental Damage</li> <li>• Accidental Damage while being transported</li> <li>• Collision</li> <li>• Fire and Explosion</li> <li>• Flooding</li> <li>• Grounding</li> <li>• Hitting underwater objects</li> <li>• Lightning</li> <li>• Storm Damage</li> <li>• Theft and Malicious Damage</li> </ul> <p>Any settlement regarding your outboard engines will be limited to the current Market Value as determined by the age and condition of the item but will not exceed the insured value as stated in your Policy Schedule.</p>	<ul style="list-style-type: none"> <li>• Mechanical or electrical breakdown or failure.</li> <li>• Theft of outboard motors unless fitted with an anti-theft device or stolen from a Locked Place of Storage.</li> <li>• Replacing or repairing an outboard motor less than 10hp which has fallen overboard unless it is secured to the Vessel or Craft at the time of the incident using a safety chain or strop.</li> <li>• Freezing of any Machinery unless the cooling system has been drained of water or it has been winterised in accordance with the manufacturers' 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 and all of which can be evidenced.</li> <li>• Loss or damage caused by contaminated fuel.</li> </ul>
<p>Your cradle, trailer and/or trolley, if listed in your Policy Schedule is covered for:</p> <ul style="list-style-type: none"> <li>• Accidental Damage</li> <li>• Fire and Explosion</li> <li>• Flood</li> <li>• Lightning</li> <li>• Storm</li> <li>• Theft and Malicious Damage</li> </ul> <p>Any settlement regarding your cradle, trailer and/or trolley will be limited to the current Market Value as determined by the age and condition of the item but will not exceed the insured value as stated in your Policy Schedule.</p>	<ul style="list-style-type: none"> <li>• Theft of cradle, trailer and/or trolley unless fitted with an anti-theft device such as a wheel clamp or hitch lock or stolen from a Locked Place of Storage.</li> <li>• Mechanical breakdown or failure.</li> </ul>

What you are covered for (continued)	What you are not covered for (continued) (in addition to General Exclusions on page 12)
<p>Protective covers, canopies and storage bags are covered for:</p> <ul style="list-style-type: none"> <li>• Accidental Damage</li> <li>• Accidental Damage while being transported</li> <li>• Fire and Explosion</li> <li>• Flooding</li> <li>• Storm Damage</li> <li>• Theft and Malicious Damage</li> <li>• Vermin Damage</li> </ul> <p>Claims in respect of an Actual Total Loss or Constructive Total Loss of protective covers, canopies and storage bags, the age of which exceeds two years at the time of loss, shall be recoverable only to the extent of 75% of their new replacement cost or 50% if over ten years.</p>	<ul style="list-style-type: none"> <li>• Theft of unsecure protective covers, canopies and storage bags unless secured to the Vessel or Craft or from a Locked Place of Storage.</li> </ul>
<p>Bottom inspection following a Grounding subject to prior agreement from us, if practically possible. Insurers will pay costs for the inspection of the bottom of the Vessel or Craft following a grounding incident even if no damage is found and without application of the Policy Excess.</p>	<ul style="list-style-type: none"> <li>• An inspection not receiving prior agreement from us unless it is in order to maintain the seaworthiness of the Vessel or Craft.</li> </ul>
<p>This Policy covers salvage charges incurred in averting or minimising a loss recoverable under Section 2A. It is a condition of this insurance that the Insured shall not agree to compensation relating to salvage services without Insurers prior consent. It is, however, agreed that the Insured is permitted to take the necessary actions to preserve the property covered under this insurance.</p>	<ul style="list-style-type: none"> <li>• Mechanical or electrical breakdown or failure.</li> </ul>

## 2B - Sailing Yacht Racing Cover

What you are covered for	What you are not covered for (in addition to General Exclusions on page 12)
<p>Section 2A cover is extended whilst the Vessel or Craft is racing if cover is indicated in your Policy Schedule.</p> <p>Claims in respect of an Actual Total Loss or Constructive Total Loss of sails, masts, spars, standing and running rigging, the age of which exceeds three years at the time of loss, shall be recoverable only to the extent of 75% of their new replacement cost.</p> <p>Cover for re-stepping masts and re-rigging following an insured loss is limited to the reasonable costs for physical reinstatement including initial setting up to pre loss settings, subject to the required measurements being provided by the policyholder. Any claims will be adjusted on the basis of the reasonable costs of repairs only and there will be no cover for any additional costs, requirements or loss of value due to real or perceived loss in performance.</p> <p>The Excess shown within the Policy documentation is doubled unless the Policy Schedule is endorsed otherwise.</p>	<ul style="list-style-type: none"> <li>• The Vessel or Craft if it is not a sailing Vessel or Craft.</li> <li>• Any incident which occurs whilst the Vessel or Craft is being used for charter, hire or reward unless explicitly agreed by us and shown in your Policy Schedule.</li> <li>• Single handed racing unless explicitly agreed by us and shown in your Policy Schedule.</li> <li>• Any exclusions listed in Section 2A.</li> <li>• Sails lost or cut away during use unless this results directly from a collision with another vessel, craft or object resulting in damage to the hull or standing rigging.</li> <li>• Mast damage or dismasting, including damage to any sails, spars or rigging, if the loss occurs as a result of the failure of any standing rigging that is over 10 years old at the time of a loss unless a rigging survey has taken place in the last three years and all recommendations have been complied with and you can evidence this.</li> <li>• Additional costs for resetting or tuning to achieve real or perceived levels of past performance.</li> </ul>

**2C - Sailing Yacht, Motor Yacht or Motorcruiser - Personal Belongings**

What you are covered for	What you are not covered for (in addition to General Exclusions on page 12)
<p>Your Personal Belongings which are clothing and personal items normally used in connection with the Vessel or Craft belonging to you or any member of your immediate family are covered in the event of:</p> <ul style="list-style-type: none"> <li>• Accidental Damage</li> <li>• Accidental Loss</li> <li>• Fire and Explosion</li> <li>• Flooding</li> <li>• Theft and Malicious Damage if items kept in a Locked Place of Storage</li> </ul> <p>Any settlement regarding your Personal Belongings will be limited to the current Market Value as determined by the age and condition of the item but will not exceed the maximum amount of £500 for each item unless the item is specified in your Policy Schedule and up to the Sum Insured shown in your Policy Schedule.</p>	<ul style="list-style-type: none"> <li>• Claims in respect of passports, cash, credit or debit cards, travellers' cheques, cash cards, jewellery, furs, fine art or works of art, spectacles (unless secured with a strap), contact lenses, keys or similar property.</li> <li>• Mobile phones, laptops and tablets.</li> <li>• Theft of unsecured clothing and personal items.</li> <li>• Damp, mould, mildew, vermin and moth damage.</li> <li>• Loss or damage to fishing equipment, water skis, water toys, diving or sports equipment whilst in use.</li> <li>• Loss or damage unless from a locked place of storage.</li> <li>• Theft from an unattended motor vehicle.</li> <li>• Mechanical or electrical failure or breakdown.</li> <li>• Loss or damage to computer software.</li> <li>• Loss or damage to collections of stamps, coins or medals.</li> </ul>

**2D - Sailing Yacht, Motor Yacht or Motorcruiser - Personal Accident and Medical Expenses**

What you are covered for	What you are not covered for (in addition to General Exclusions on page 12)
<p><b>Personal Accident</b>  Subject to the Terms and Conditions of this Policy, whilst the insured Vessel or Craft is used for private pleasure purposes, cover is extended to include Bodily Injury or death (as detailed in the Indemnity Schedule below) to the Insured or to any person on board the Vessel or Craft with the Insured's permission including whilst embarking or disembarking.</p> <p><b>Indemnity Schedule</b>  The limits any one occurrence for which Insurers will be liable under this section are as follows:</p> <ul style="list-style-type: none"> <li>• Death - £20,000</li> <li>• Loss of Limb - £20,000</li> <li>• Loss of Sight - £20,000</li> <li>• Permanent Total Disablement - £20,000</li> </ul> <p>In the event of a claim under this section Insurers may require the claimant or the person on whose behalf the claim is being made to agree to a medical examination by the Insurer's appointed medical experts.</p>	<ul style="list-style-type: none"> <li>• Any pre-existing illness or injury.</li> <li>• Pregnancy.</li> <li>• Death or disablement arising after 12 months from the date of the accident.</li> <li>• Bodily Injury or death to any person aged 75 years or over at the time of the accident.</li> <li>• An amount exceeding £100,000 in the aggregate in any one Period of Insurance.</li> <li>• Bodily Injury or death to any person under a contract of employment with the Insured.</li> <li>• Any suicide or attempted suicide.</li> <li>• Bodily Injury or death to any Permitted User whilst under the influence of alcohol or drugs other than drugs taken for a medical condition.</li> </ul>

What you are covered for (continued)	What you are not covered for (continued) (in addition to General Exclusions on page 12)
<p><b>Medical Expenses</b>  This Policy covers the cost of medical, surgical, ambulance, hospital or other professional medical services, up to a limit of £5,000 or equivalent in any other currency, any one occurrence, where such are incurred following injury occurring during the Period of Insurance to the Insured or to any person on board the Vessel or Craft with the Insured's permission including whilst on board, embarking or disembarking.</p>	<ul style="list-style-type: none"> <li>• Any pre-existing illness or injury.</li> <li>• Pregnancy.</li> <li>• Any person under a contract of employment with the Insured.</li> <li>• Any person whilst the Vessel or Craft is used for purposes other than private pleasure.</li> <li>• Any suicide or attempted suicide.</li> <li>• The Insured or any Permitted User whilst under the influence of alcohol or drugs other than drugs taken for a medical condition.</li> <li>• The injured person shall as soon as practicable furnish Insurers with all information relating to the accident.</li> <li>• An Excess of £100.</li> </ul>

## 2E - Sailing Yacht, Motor Yacht or Motorcruiser - Third Party Liability

What you are covered for	What you are not covered for (in addition to General Exclusions on page 12)
<p>This cover only applies if it is indicated in your Policy Schedule. Subject to the Terms and Conditions of this Policy the Insured or any Permitted User will be indemnified for damages arising from the legal liability for use of the Insured Property listed in the Policy Schedule for:</p> <ul style="list-style-type: none"> <li>• Death or Bodily Injury to any person.</li> <li>• Loss of or damage to property not belonging to the Insured.</li> <li>• Any action taken by the Insured and any Permitted User in an attempt to avoid or reduce any insured liability.</li> <li>• Attempted or actual raising, removal and destruction of the wreck of the Vessel or Craft.</li> </ul> <p>The maximum amount recoverable under this Section is shown in your Policy Schedule and is limited to any one accident or series of accidents arising from the same event.</p> <p>In addition to any claim for which coverage is provided under this section and with prior written consent and agreement Insurers will pay:</p> <ul style="list-style-type: none"> <li>• The expenses incurred by the Insured in relation to Coroners inquests and Official Enquiries.</li> <li>• The legal costs incurred in defending or pursuing any action following an event covered under this Policy whether or not such action results in Court proceedings.</li> </ul> <p>The total amount of cover under this section is shown in your Policy Schedule.</p>	<ul style="list-style-type: none"> <li>• Accidents to or illness of workmen or any persons employed in any capacity whatsoever by the Insured.</li> <li>• Accidents arising whilst the Insured Property is on a private or public highway and is attached to a vehicle.</li> <li>• Liabilities assumed under contract, incurred solely by an agreement entered into by you.</li> <li>• Liabilities whilst your Vessel or Craft is in the care, custody or control of anyone acting as part of their profession.</li> <li>• Any form of personal or Bodily Injury or death in respect of persons employed in any capacity by the Insured in connection with the Vessel or Craft or employed by any Permitted User.</li> <li>• Accidents caused to or by water skiers, whilst being towed or preparing to be towed by the insured Vessel or Craft or Tenders unless the Policy Schedule provides such an extension.</li> <li>• Accidents caused by any person engaged in any form of diving activities.</li> <li>• Punitive, exemplary damages, fines or penalties imposed under any statutory code or law.</li> <li>• Any third-party loss or damage caused during land, road, rail or ferry transportation.</li> <li>• Liabilities resulting from any accident whilst the Vessel or Craft is in the care, custody or control of any business, trade, profession or organisation.</li> </ul>

**2F - Sailing Yacht, Motor Yacht or Motorcruiser War, Strikes and Associated Risks**

What you are covered for	What you are not covered for (in addition to General Exclusions on page 12)
<p>Insurers will insure the Vessel or Craft for the Sum Insured indicated in your Policy Schedule against physical loss or damage caused by the following:</p> <ul style="list-style-type: none"> <li>• War, civil war, revolution, rebellion, insurrection or civil strife arising there from, or any hostile act by or against a belligerent power.</li> <li>• Appropriation or Requisition and the consequences thereof.</li> <li>• Derelict mines, torpedoes, bombs or other derelict weapons of war.</li> <li>• Strikers, locked out workmen, or persons taking part in labour disturbances, riots or civil commotions.</li> </ul> <p>In the event of the Vessel or Craft being subject of capture, seizure, arrest, restraint, detainment, confiscation or appropriation and the Insured has been deprived of the Vessel or Craft for a continuous period of 12 months and without the likelihood of recovery Insurers will pay the Vessel or Craft's Market Value up to the value indicated in your Policy Schedule.</p>	<ul style="list-style-type: none"> <li>• Any detonation of any weapon of war employing atomic or nuclear fission or fusion or other like reaction or radioactive force or matter.</li> <li>• Any outbreak of war between any of the following countries: United Kingdom, United States of America, France, The Russian Federation, the People's Republic of China.</li> <li>• Loss, damage or liability whilst the Insured Property is ashore.</li> <li>• Loss, damage or liability whilst the Insured Property is in the territorial waters of the listed areas on the Joint War Committee website, <a href="https://www.lmalloyds.com/Ima/jointwar">https://www.lmalloyds.com/Ima/jointwar</a>.</li> <li>• Requisition or pre-emption.</li> <li>• 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 the Vessel or Craft is owned or registered.</li> <li>• Arrest, restraint, detainment, confiscation or expropriation under quarantine regulations or by reason of infringement of any customs or trading regulations.</li> <li>• The operation of any ordinary judicial process, failure to provide security or to pay any fine or penalty or any financial cause.</li> <li>• Any claim for any sum recoverable under any other insurance on the Vessel or Craft or which would be recoverable under such insurance but for the existence of this Policy.</li> <li>• Any claim or expense arising from delay.</li> </ul>

**Important – Specific Condition to this Section in Regard to Termination**

Section 2F of the cover provided herein may be cancelled by either party 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 the Insurers. Notice by either party should be by registered post to the Insured's insurance intermediary. Insurers however agree to reinstate Section 2F subject to prior agreement being reached as to the new rate of Premium to be charged and conditions or warranties to be applied. Whether or not such notice of cancellation has been given, Section 2F will automatically terminate in the event of any of the following:

- hostile detonation of any weapon of war by United Kingdom, United States of America, France, The Russian Federation, the People's Republic of China anywhere in the world
- the outbreak of war between United Kingdom, United States of America, France, The Russian Federation, the People's Republic of China
- The requisition of the Vessel or Craft either for title or use in any outbreak of war between any of the following countries: United Kingdom, United States of America, France, The Russian Federation, the People's Republic of China.

**2G - Sailing Yacht, Motor Yacht or Motorcruiser - Water Skiing and Towing of Water Toys for Motor Cruisers**

What you are covered for	What you are not covered for (in addition to General Exclusions on page 12)
<p>Where cover is noted in your Policy Schedule, we will cover liabilities relating to the towing of water-skiers, wakeboarders or water toys. These will be shown separately in your Policy Schedule. The limit of the indemnity for this cover is £3,000,000 per incident.</p>	<ul style="list-style-type: none"> <li>• If cover is not indicated in your Policy Schedule.</li> <li>• The Vessel or Craft being let out for hire or reward.</li> <li>• Liability of the toys whilst being towed unladen other than in the ordinary course of recovery.</li> <li>• Toys designed to become airborne.</li> </ul>
<p><b>Important - Specific Condition to this Section regarding Water Skiing, Wakeboarding and/or Towing of Water Toys</b></p>	
<p>It is a condition of this section that for cover to be in force the following safety requirements are adhered to.</p> <ul style="list-style-type: none"> <li>• The insured Vessel or Craft may tow water toys, including inflatable water toys, but only a maximum of 2 water toys can be towed at any one time.</li> <li>• All drivers of the craft must have at least 2 years' experience on similar craft or hold a Level 2 RYA Powerboat certificate.</li> <li>• In addition to the driver, there must be a look out on the towing craft, watching the water skier, wakeboarder or towed toy at all times.</li> <li>• The toys must be purpose built and used in accordance with the manufacturer's instructions/guidelines.</li> <li>• Personal buoyancy aids must always be worn by everyone on the Vessel or Craft and by those being towed.</li> <li>• The number of people using the Vessel or Craft &amp; toys must not exceed the total capacity of the insured Vessel or Craft.</li> </ul>	

## Section 3 - Motorboat, Narrowboat, RIB and Speedboat

### 3A - Cover for your Motorboat, Narrowboat, RIB or Speedboat

What you are covered for	What you are not covered for (in addition to General Exclusions on page 12)
<p>Your hull, which is the main body of a Vessel or Craft, along with any equipment or fittings secured to the Vessel or Craft including Machinery (other than outboard motors), is covered for the following perils:</p> <ul style="list-style-type: none"> <li>• Accidental Damage</li> <li>• Accidental Damage while being transported if Vessel or Craft is less than 9m in length</li> <li>• Collision</li> <li>• Fire and Explosion</li> <li>• Flooding</li> <li>• Grounding</li> <li>• Hitting underwater objects</li> <li>• Lightning</li> <li>• Storm Damage</li> <li>• Theft and Malicious Damage</li> </ul> <p>The most the Insurer will pay, for any one claim in total, is the Sum Insured noted on your Policy Schedule. In the event of an Actual Total Loss or Constructive Total Loss if the Vessel or Craft is over two years old the Insurer will pay the Market Value up to the Sum Insured in your Policy Schedule.</p> <p><b>New Boat Replacement</b> Where the Vessel or Craft suffers an Actual Total Loss or Constructive Total Loss within two years of completion of its manufacture and you are the First Owner of the boat, Insurers will pay for:</p> <ol style="list-style-type: none"> <li>a. A new Vessel or Craft of the same make, model and specification or;</li> <li>b. if the Vessel or Craft is no longer in production a new Vessel or Craft of a similar model and specification costing up to the value shown in the Policy Schedule.</li> </ol>	<ul style="list-style-type: none"> <li>• Scratching, denting, bruising or chafing whilst being transported by road, rail, air or ferry.</li> <li>• Theft of unsecure gear, fittings or equipment unless secured to the Vessel or Craft or from a Locked Place of Storage.</li> <li>• Theft of the Vessel or Craft whilst on the trailer unless the trailer is immobilised or fitted with a suitable anti-theft device.</li> <li>• Insurers have no liability in respect of physical loss or damage to the Vessel or Craft or liability to third parties or any salvage services for claims caused by or arising from fire or explosion on the Vessel or Craft unless the vessel has been properly maintained including being fitted with fire-fighting equipment and extinguishers appropriate for the size and type of Vessel or Craft and fire hazard. Any engine room or engine space with an automatic fire fighting system must be maintained in working order in accordance with manufacturer's guidance and it is in full compliance with any flag safety regulations.</li> <li>• Where the Vessel or Craft is less than 5 metres being swamped, stranded, sunk, or breaking adrift whilst left afloat with no responsible able-bodied adult on board.</li> <li>• The Vessel or Craft's mooring or any part thereof except for the Vessel or Craft's lines/warps, anchor and anchor chain.</li> <li>• Loss or damage to the Insured Property caused by loss of control where a Kill Cord is fitted but has not been used.</li> <li>• Mechanically powered Vessels or Crafts for racing or taking part in any speed tests or time trials.</li> <li>• Vermin damage.</li> <li>• Freezing of any Machinery unless the cooling system has been drained of water or it has been winterised in accordance with the manufacturers' 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 and all of which can be evidenced.</li> <li>• Mechanical or electrical breakdown or failure.</li> <li>• Loss or damage caused by contaminated fuel.</li> </ul>

What you are covered for (continued)	What you are not covered for (continued) (in addition to General Exclusions on page 12)
<p>Your outboard engines, if listed in your Policy Schedule, are covered for:</p> <ul style="list-style-type: none"> <li>• Accidental Damage</li> <li>• Accidental Damage while being transported</li> <li>• Collision</li> <li>• Fire and Explosion</li> <li>• Flooding</li> <li>• Grounding</li> <li>• Hitting underwater objects</li> <li>• Lightning</li> <li>• Storm Damage</li> <li>• Theft and Malicious Damage</li> </ul> <p>Any settlement regarding your outboard engines will be limited to the current Market Value as determined by the age and condition of the item but will not exceed the insured value as stated in your Policy Schedule.</p>	<ul style="list-style-type: none"> <li>• Mechanical or electrical breakdown or failure.</li> <li>• Theft of the outboard motor unless locked to the Vessel or Craft or stolen from a Locked Place of Storage.</li> <li>• Any engine not noted in your Policy Schedule.</li> <li>• Replacing or repairing an outboard motor less than 10hp which has fallen overboard unless it is secured to the Vessel or Craft at the time of the incident using a safety chain or strop.</li> <li>• Where the Vessel or Craft is less than 5 metres being swamped, stranded, sunk, or breaking adrift whilst left afloat with no responsible able-bodied adult on board.</li> <li>• Freezing of any Machinery unless the cooling system has been drained of water or it has been winterised in accordance with the manufacturers' 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 and all of which can be evidenced.</li> <li>• Loss or damage caused by contaminated fuel.</li> </ul>
<p>Your cradle, trailer and/or trolley, if listed in your Policy Schedule is covered for:</p> <ul style="list-style-type: none"> <li>• Accidental Damage</li> <li>• Fire and Explosion</li> <li>• Flooding</li> <li>• Lightning</li> <li>• Storm Damage</li> <li>• Theft and Malicious Damage</li> </ul> <p>Any settlement regarding your cradle, trailer and/or trolley will be limited to the current Market Value as determined by the age and condition of the item but will not exceed the insured value as stated in your Policy Schedule.</p>	<ul style="list-style-type: none"> <li>• Theft of cradle, trailer and / or trolley unless fitted with an anti-theft device such as a wheel clamp or stolen from a Locked Place of Storage.</li> <li>• Mechanical breakdown or failure.</li> </ul>
<p>Protective covers, canopies and storage bags up to the Market Value for:</p> <ul style="list-style-type: none"> <li>• Accidental Damage</li> <li>• Accidental Damage while being transported</li> <li>• Fire and Explosion</li> <li>• Flooding</li> <li>• Storm Damage</li> <li>• Theft and Malicious Damage</li> </ul> <p>Claims in respect of an Actual Total Loss or Constructive Total Loss of protective covers, the age of which exceeds three years at the time of loss, shall be recoverable only to the extent of 75% of their new replacement cost.</p>	<ul style="list-style-type: none"> <li>• Theft of unsecured protective covers, canopies and storage bags unless secured to the Vessel or Craft or from a Locked Place of Storage.</li> <li>• Vermin damage.</li> </ul>
<p>Bottom inspection following a grounding subject to prior agreement from us, if practically possible. Insurers will pay costs for the inspection of the bottom of the Vessel or Craft following a grounding incident even if no damage is found and without application of the Policy Excess.</p>	<ul style="list-style-type: none"> <li>• An inspection not receiving prior agreement from us unless it is in order to maintain the seaworthiness of the Vessel or Craft.</li> </ul>

What you are covered for (continued)	What you are not covered for (continued) (in addition to General Exclusions on page 12)
<p>This Policy covers salvage charges incurred in averting or minimising a loss recoverable under Section 3A. It is a condition of this insurance that the Insured shall not agree to compensation relating to salvage services without Insurers prior consent. It is, however, agreed that the Insured is permitted to take the necessary actions to preserve the property covered under this insurance.</p>	<ul style="list-style-type: none"> <li>• Mechanical or electrical breakdown or failure.</li> </ul>

### 3B - Motorboat, Narrowboat, RIB and Speedboat - Personal Belongings

What you are covered for	What you are not covered for (in addition to General Exclusions on page 12)
<p>Your Personal Belongings which are clothing and personal items normally used in connection with the Vessel or Craft belonging to you or any member of your immediate family are covered in the event of:</p> <ul style="list-style-type: none"> <li>• Accidental Damage</li> <li>• Accidental Loss</li> <li>• Fire and Explosion</li> <li>• Flooding</li> <li>• Theft and Malicious Damage if items kept in a secure and Locked Place of Storage</li> </ul> <p>Any settlement regarding your Personal Belongings will be limited to the current Market Value as determined by the age and condition of the item but will not exceed the maximum amount of £500 for each item unless the item is specified in your Policy Schedule and up to the total amount of Personal Belongings specified in your Policy Schedule.</p>	<ul style="list-style-type: none"> <li>• Claims in respect of passports, cash, credit or debit cards, travellers' cheques, cash cards, jewellery, furs, fine art or works of art, spectacles (unless secured with a strap), contact lenses, keys or similar property.</li> <li>• Theft of unsecured clothing and personal items.</li> <li>• Loss or damage unless from a locked place of storage.</li> <li>• Theft from an unattended motor vehicle.</li> <li>• Damp, mould, mildew, vermin and moth damage.</li> <li>• Mechanical or electrical failure or breakdown.</li> <li>• Loss or damage to computer software.</li> <li>• Mobile phones, laptops and tablets.</li> <li>• Loss or damage to collections of stamps, coins or medals.</li> <li>• Loss or damage to fishing equipment, water skis, water toys, diving or sports equipment whilst in use.</li> </ul>

### 3C - Motorboat, Narrowboat, RIB and Speedboat - Personal Accident and Medical Expenses

What you are covered for	What you are not covered for (in addition to General Exclusions on page 12)
<p>Subject to the Terms and Conditions of this Policy, whilst the insured Vessel or Craft is used for private pleasure purposes, cover is extended to include Bodily Injury or death (as detailed in the Indemnity Schedule below) to the Insured or to any person on board the Vessel or Craft with the Insured's permission including whilst embarking or disembarking.</p> <p><b>Indemnity Schedule</b> The limits any one occurrence for which Insurers will be liable under this section are as follows:</p> <ul style="list-style-type: none"> <li>• Death - £20,000</li> <li>• Loss of Limb - £20,000</li> <li>• Loss of Sight - £20,000</li> <li>• Permanent Total Disablement - £20,000</li> </ul> <p>In the event of a claim under this section Insurers may require the claimant or the person on whose behalf the claim is being made to agree to a medical examination by Insurer's appointed medical experts.</p>	<ul style="list-style-type: none"> <li>• Any pre - existing illness or injury.</li> <li>• Pregnancy.</li> <li>• Death or disablement arising after 12 months from the date of the accident.</li> <li>• Bodily Injury or death to any person aged 75 years or over at the time of the accident.</li> <li>• An amount exceeding £100,000 in the aggregate in any one Period of Insurance.</li> <li>• Bodily Injury or death to any person under a contract of employment with the Insured.</li> <li>• Any suicide or attempted suicide.</li> <li>• Bodily Injury or death to any Permitted User whilst under the influence of alcohol or drugs other than drugs taken for a medical condition.</li> </ul>

What you are covered for (continued)	What you are not covered for (continued) (in addition to General Exclusions on page 12)
<p>This Policy covers the cost of medical, surgical, ambulance, hospital or other professional medical services, up to a limit of £5,000 or equivalent in any other currency, any one occurrence, where such are incurred following injury occurring during the Period of this Insurance to the Insured or to any person on board the Vessel or Craft with the Insured's permission including whilst on board, embarking or disembarking.</p>	<ul style="list-style-type: none"> <li>• Any pre-existing illness or injury.</li> <li>• Pregnancy.</li> <li>• Any person under a contract of employment with the Insured.</li> <li>• Any person whilst the Vessel or Craft is used for purposes other than private pleasure.</li> <li>• Any suicide or attempted suicide.</li> <li>• The Insured or any Permitted User whilst under the influence of alcohol or drugs other than drugs taken for a medical condition.</li> <li>• An Excess of £100.</li> </ul>

### 3D - Motorboat, Narrowboat, RIB and Speedboat - Third Party Liability

What you are covered for	What you are not covered for (in addition to General Exclusions on page 12)
<p>This cover only applies if it is specified in your Policy Schedule. Subject to the Terms and Conditions of this Policy the Insured or any Permitted User will be indemnified for damages arising from the legal liability for use of the Insured Property listed in your Policy Schedule for:</p> <ul style="list-style-type: none"> <li>• Death or Bodily Injury to any person.</li> <li>• Loss of or damage to property not belonging to the Insured.</li> <li>• Any action taken by the Insured and any Permitted User in an attempt to avoid or reduce any insured liability.</li> <li>• Attempted or actual raising, removal and destruction of the wreck of the Vessel or Craft.</li> </ul> <p>The maximum amount recoverable under this Section is shown in your Policy Schedule and is limited to any one accident or series of accidents arising from the same event. In addition to any claim for which coverage is provided under this section and with prior written consent and agreement Insurers will pay:</p> <ul style="list-style-type: none"> <li>• The expenses incurred by the Insured in relation to Coroners inquests and Official Enquiries.</li> <li>• The legal costs incurred in defending or pursuing any action following an event covered under this Policy whether or not such action results in Court proceedings.</li> </ul> <p>The total amount of cover under this section is shown in your Policy Schedule.</p>	<ul style="list-style-type: none"> <li>• Accidents to or illness of workmen or any persons employed in any capacity whatsoever by the Insured.</li> <li>• Accidents arising whilst the Insured Property is on a private or public highway and is attached to a vehicle.</li> <li>• Liabilities assumed under contract, incurred solely by an agreement entered into by you.</li> <li>• Liabilities whilst your Vessel or Craft is in the care, custody or control of anyone acting as part of their profession.</li> <li>• Accidents caused to or by water skiers, whilst being towed or preparing to be towed by the insured Vessel or Craft or Tenders unless the Policy Schedule provides such an extension.</li> <li>• Accidents caused by any person engaged in any form of diving activities.</li> <li>• Punitive, exemplary damages, fines or penalties imposed under any statutory code or law.</li> <li>• Any third-party loss or damage caused during land, road, rail or ferry transportation.</li> <li>• Accidents caused to or by any person engaged in water sport activities such as towing bananas or rings unless the Policy Schedule provides such an extension.</li> <li>• Accidents caused to or by any person engaged in water sport activities such as kiting or any other airborne activities.</li> <li>• Racing or competition use unless specified in your Policy Schedule.</li> </ul>

**3E - Motorboat, Narrowboat, RIB and Speedboat - War, Strikes, Terrorism and Associated Risks**

What you are covered for	What you are not covered for (in addition to General Exclusions on page 12)
<p>Insurers will insure the Vessel or Craft for the Sum Insured indicated in your Policy Schedule against physical loss or damage caused by the following:</p> <ul style="list-style-type: none"> <li>• War, civil war, revolution, rebellion, insurrection or civil strife arising there from, or any hostile act by or against a belligerent power.</li> <li>• Capture, seizure, arrest, restraint or detainment and the consequences thereof or any attempt thereat.</li> <li>• Derelict mines, torpedoes, bombs or other derelict weapons of war.</li> <li>• Strikers, locked out workmen, or persons taking part in labour disturbances, riots or civil commotions.</li> <li>• Any terrorist or any person acting from a political motive.</li> <li>• Confiscation or appropriation.</li> </ul> <p>In the event of the Vessel or Craft being subject of capture, seizure, arrest, restraint, detainment, confiscation or appropriation and the Insured has been deprived of the Vessel or Craft for a continuous period of 12 months and without the likelihood of recovery Insurers will pay the Vessel or Craft's Market Value up to the value indicated in your Policy Schedule.</p>	<ul style="list-style-type: none"> <li>• Any detonation of any weapon of war employing atomic or nuclear fission or fusion or other like reaction or radioactive force or matter.</li> <li>• Any outbreak of war between any of the following countries: United Kingdom, United States of America, France, The Russian Federation, the People's Republic of China.</li> <li>• Loss, damage or liability whilst the Insured Property is ashore.</li> <li>• Loss, damage or liability whilst the Insured Property is in the territorial waters of the countries listed on our War and Strikes Areas of Exclusion Notice.</li> <li>• Requisition or pre-emption.</li> <li>• 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 the Vessel or Craft is owned or registered.</li> <li>• Arrest, restraint, detainment, confiscation or expropriation under quarantine regulations or by reason of infringement of any customs or trading regulations.</li> <li>• The operation of any ordinary judicial process, failure to provide security or to pay any fine or penalty or any financial cause.</li> <li>• Any claim for any sum recoverable under any other insurance on the Vessel or Craft or which would be recoverable under such insurance but for the existence of this Policy.</li> <li>• Any claim or expense arising from delay.</li> </ul>

**Important – Specific Condition to this Section in Regard to Termination**

Termination Section 3E of the cover provided herein may be cancelled by either party by giving 7 day's 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 the Insurers. Notice by either party should be by registered post to the Insured's insurance intermediary. Insurers however agree to reinstate Section 3E subject to prior agreement being reached as to the new rate of Premium to be charged and conditions or warranties to be applied. Whether or not such notice of cancellation has been given, Section 3E will automatically terminate in the event of any of the following:

- hostile detonation of any weapon of war by United Kingdom, United States of America, France, The Russian Federation, the People's Republic of China anywhere in the world
- the outbreak of war between United Kingdom, United States of America, France, The Russian Federation, the People's Republic of China
- The requisition of the Vessel or Craft either for title or use in any outbreak of war between any of the following countries: United Kingdom, United States of America, France, The Russian Federation, the People's Republic of China.

**3F - RIB & Speedboat - Water Skiing and Towing of Water Toys**

What you are covered for	What you are not covered for (in addition to General Exclusions on page 12)
<p>Where cover is noted on your Policy Schedule, we will cover liabilities for the towing of water-skiers, wakeboarders or water toys. These will be shown separately in your Policy Schedule. The limit of the indemnity for this cover is £3,000,000 per incident.</p>	<ul style="list-style-type: none"> <li>• If cover is not indicated in your Policy Schedule.</li> <li>• The Vessel or Craft being let out for hire or reward.</li> <li>• Liability of the toys whilst being towed unladen other than in the ordinary course of recovery.</li> <li>• Toys designed to become airborne.</li> </ul>
<p><b>Important - Specific Condition to this Section regarding Water Skiing, Wakeboarding and/or Towing of Water Toys</b></p>	
<p>It is a condition of this section that for cover to be in force the following safety requirements are adhered to:</p> <ul style="list-style-type: none"> <li>• The insured Vessel or Craft may tow water toys, including inflatable water toys, but only a maximum of 2 water toys can be towed at any one time</li> <li>• All drivers of the craft must have at least 2 years experience on similar craft or hold a Level 2 RYA Powerboat certificate.</li> <li>• In addition to the driver, there must be a look out on the towing craft, watching the water skier, wakeboarder or towed toy at all times.</li> <li>• The toys must be purpose built and used in accordance with the manufacturer's instructions/guidelines.</li> <li>• Personal buoyancy aids must always be worn by everyone on the Vessel or Craft and by those being towed.</li> <li>• Number of people using the Vessel or Craft &amp; toys must not exceed the total capacity of the insured Vessel or Craft.</li> </ul>	

## Section 4 - Canoe, Paddle Board, Rowing Boat, Sculls, Sailboard or Surfboard

### 4A - Cover for Your Canoe, Paddle Board, Rowing Boat, Sculls, Sailboard or Surfboard

What you are covered for	What you are not covered for (in addition to General Exclusions on page 12)
<p>Your Vessel or Craft or board, listed in your Policy Schedule, including foils, are covered for the following perils:</p> <ul style="list-style-type: none"> <li>• Accidental Damage</li> <li>• Accidental Damage while being transported</li> <li>• Accidental Loss</li> <li>• Collision</li> <li>• Fire and Explosion</li> <li>• Flooding</li> <li>• Hitting underwater objects</li> <li>• Lightning</li> <li>• Storm Damage</li> <li>• Theft and Malicious Damage</li> </ul> <p>Any settlement regarding your Vessel or Craft or board will be limited to the current Market Value as determined by the age and condition of the item but will not exceed the Sum Insured as shown in your Policy Schedule.</p>	<ul style="list-style-type: none"> <li>• Scratching, denting, bruising or chafing whilst being transported by road, rail, air or ferry.</li> <li>• Loss or damage caused to your board as a result of a Hydro Foil or Flight Foil being fitted, unless explicitly agreed by us and shown in your Policy Schedule.</li> <li>• Theft of unsecure gear, fittings or equipment unless from a Locked Place of Storage.</li> <li>• Theft from a roof rack unless locked with an anti-theft device.</li> <li>• Theft of the Vessel or Craft whilst on the trailer unless the trailer is immobilised or fitted with a suitable anti-theft device.</li> <li>• Loss or damage to the structure of the craft or vessel if inadequately supported when not in use.</li> <li>• Unexplained losses.</li> <li>• Any trip or event outside of the United Kingdom that commenced prior to the start date of this policy is not covered unless the policy is a renewal.</li> </ul>
<p>Your sails, spars, blades, oars or paddles are covered for the following perils:</p> <ul style="list-style-type: none"> <li>• Accidental Damage</li> <li>• Accidental Damage while being transported</li> <li>• Accidental Loss of blades, oars or paddles whilst in use</li> <li>• Collision</li> <li>• Fire and Explosion</li> <li>• Flooding</li> <li>• Hitting underwater objects</li> <li>• Lightning</li> <li>• Storm Damage</li> <li>• Theft and Malicious Damage</li> <li>• Vermin damage</li> </ul> <p>Any settlement regarding your sails, spars, blades, oars and paddles will be limited to the current Market Value as determined by the age and condition of the item.</p>	<ul style="list-style-type: none"> <li>• Scratching, denting, bruising or chafing whilst being transported by road, rail, air or ferry.</li> <li>• Theft of unsecure gear, fittings or equipment unless from a Locked Place of Storage.</li> <li>• Theft from a roof rack unless locked with an anti-theft device.</li> <li>• Unexplained losses.</li> <li>• Any trip or event outside of the United Kingdom that commenced prior to the start date of this policy is not covered unless the policy is a renewal.</li> </ul>
<p>Your trailer and/or trolley if listed in your Policy Schedule is covered for:</p> <ul style="list-style-type: none"> <li>• Accidental Damage</li> <li>• Flooding</li> <li>• Fire and Explosion</li> <li>• Lightning</li> <li>• Storm Damage</li> <li>• Theft and Malicious Damage</li> </ul> <p>Any settlement regarding your trailer and/or trolley will be limited to the current Market Value as determined by the age and condition of the item but will not exceed the insured value as stated in your Policy Schedule.</p>	<ul style="list-style-type: none"> <li>• Theft of trailer and/or trolley unless fitted with an anti-theft device such as a wheel clamp or hitch lock or stolen from a Locked Place of Storage.</li> <li>• Mechanical breakdown or failure.</li> </ul>

What you are covered for (continued)	What you are not covered for (continued) (in addition to General Exclusions on page 12)
<p>Protective covers and storage bags are covered for:</p> <ul style="list-style-type: none"> <li>• Accidental Damage</li> <li>• Accidental Damage while being transported</li> <li>• Fire and Explosion</li> <li>• Flooding</li> <li>• Storm Damage</li> <li>• Theft and Malicious Damage</li> <li>• Vermin Damage</li> </ul> <p>Any settlement regarding your covers and storage bags will be limited to the current Market Value as determined by the age and condition of the item.</p>	<ul style="list-style-type: none"> <li>• Theft of unsecure protective covers and storage bags unless secured to the Vessel or Craft or from a Locked Place of Storage.</li> </ul>

#### 4B - Canoe, Paddle Board, Rowing Boat, Sculls, Sailboard or Surfboard - Racing, Competition Cover or White-water Cover

What you are covered for	What you are not covered for (in addition to General Exclusions on page 12)
Loss or damage whilst the Vessel or Craft or board is racing or in competition if cover is indicated in your Policy Schedule.	<ul style="list-style-type: none"> <li>• Any incident which occurs whilst the Vessel or Craft is being used for charter, hire or reward.</li> </ul>

#### 4C - Canoe, Paddle Board, Rowing Boat, Sculls, Sailboard or Surfboard - Speed or Stroke Coaches

What you are covered for	What you are not covered for (in addition to General Exclusions on page 12)
<p>Where cover is noted in your Policy Schedule, your speed or stroke coach is covered in the event of:</p> <ul style="list-style-type: none"> <li>• Accidental Damage</li> <li>• Fire and Explosion</li> <li>• Flooding</li> <li>• Lightning</li> <li>• Storm Damage</li> <li>• Theft and Malicious Damage</li> </ul> <p>Any settlement regarding your speed or stroke coach will be limited to the current Market Value as determined by the age and condition of the item but will not exceed the insured value as stated in your Policy Schedule.</p>	<ul style="list-style-type: none"> <li>• Any equipment that is not waterproof.</li> <li>• Theft unless from a Locked Place of Storage.</li> </ul>

**4D - Canoe, Paddle Board, Rowing Boat, Scull, Sailboard or Surfboard - Third Party Liability**

What you are covered for	What you are not covered for (in addition to General Exclusions on page 12)
<p>This cover only applies if it is specified in your Policy Schedule. Subject to the Terms and Conditions of this Policy the Insured will be indemnified for all sums which they shall become legally liable to pay, arising out of the use of or caused by the Vessel or Craft or Board, up to the limit shown in your Policy Schedule following an accident or series of accidents in respect of:</p> <ul style="list-style-type: none"> <li>• Death of or any Bodily Injury to any person (including passengers on the Vessel or Craft) other than persons employed in any capacity by the Insured</li> <li>• Damage to property not belonging to the Insured. The Policy will cover any person in a like manner (other than a person employed by the operator of a shipyard, repair yard, slipway, yacht club, sales agency or similar organisation) using the Vessel or Craft or Board with the Insured's permission but excluding indemnity in respect of liability to the Insured</li> </ul> <p>In addition this cover will also apply when you are using any other Canoe, Paddle Board, Rowing Boat, Scull, Sailboard or Surfboard not owned by you with the owners permission. The Insurer will pay any legal costs incurred in defending any claim. The total amount of cover under this section is shown in your Policy Schedule.</p>	<ul style="list-style-type: none"> <li>• Accidents to or illness of workmen or any persons employed in any capacity whatsoever by the Insured.</li> <li>• Accidents arising whilst the Insured Property is on a private or public highway and is attached to a vehicle.</li> <li>• Liabilities assumed under contract, incurred solely by an agreement entered into by you.</li> <li>• Liabilities whilst your Vessel or Craft is in the care, custody or control of anyone acting as part of their profession.</li> <li>• Any form of personal or Bodily Injury or death in respect of persons employed in any capacity by the Insured in connection with the Vessel or Craft or employed by any Permitted User.</li> <li>• Punitive, exemplary damages, fines or penalties imposed under any statutory code or law.</li> <li>• Any third-party loss or damage caused during land, road, rail or ferry transportation.</li> <li>• Liabilities resulting from any accident whilst the Vessel or Craft is in the care, custody or control of any business, trade, profession or organisation.</li> <li>• Racing, competition or white-water use unless specified in your Policy Schedule.</li> </ul>

## Section 5 - Jet Skis and other Personal Watercraft

### 5A - Cover for your Jet Skis and other Personal WaterCraft

What you are covered for	What you are not covered for (in addition to General Exclusions on page 12)
<p>Your Vessel or Craft, along with any equipment or fittings secured to the Vessel or Craft including inboard motors, is covered for the following perils:</p> <ul style="list-style-type: none"> <li>• Accidental Damage.</li> <li>• Accidental Damage while being transported if Vessel or Craft is less than 9m in length</li> <li>• Collision</li> <li>• Fire and Explosion</li> <li>• Flooding</li> <li>• Grounding</li> <li>• Hitting underwater objects</li> <li>• Lightning</li> <li>• Storm Damage</li> <li>• Theft and Malicious Damage</li> </ul> <p>The most the Insurer will pay, for any one claim in total, is the Sum Insured noted on your Policy Schedule. In the event of an Actual Total Loss or Constructive Total Loss if the Jet Ski or other Personal Watercraft is over two years old the Insurer will pay the Market Value up to the Sum Insured in your Policy Schedule.</p> <p><b>New Boat Replacement</b></p> <p>Where the Vessel or Craft suffers an Actual Total Loss or Constructive Total Loss within two years of completion of its manufacture and you are the First Owner of the Personal Watercraft Insurers will pay for:</p> <ol style="list-style-type: none"> <li>a. A new Vessel or Craft of the same make, model and specification or;</li> <li>b. if the Vessel or Craft is no longer in production a new Vessel or Craft of a similar model and specification costing up to the value shown in the Policy Schedule.</li> </ol>	<ul style="list-style-type: none"> <li>• Loss or damage caused by any user not named on the Policy Schedule.</li> <li>• Loss or damage caused by beaching or by any substance being drawn into the propelling machinery.</li> <li>• Any claim arising from the Jet Ski or Personal Watercraft being left unattended when afloat.</li> <li>• Any claim arising from the Jet Ski or Personal Watercraft being left unattended when on a modular floating jetty or pontoon.</li> <li>• Scratching, denting, bruising or chafing whilst being transported by road, rail, air or ferry.</li> <li>• Theft of unsecure gear, fittings or equipment unless secured to the Vessel or Craft or from a Locked Place of Storage.</li> <li>• Theft of the Vessel or Craft whilst on the trailer unless the trailer is immobilised or fitted with a suitable anti-theft device.</li> <li>• Loss or damage to the Insured Property caused by loss of control where a Kill Cord is fitted but has not been used.</li> <li>• Racing, competitive activity or taking part in any speed tests or time trials, stunt riding and white-water navigation.</li> <li>• Vermin damage.</li> <li>• Transportation outside the UK unless agreed in writing by Us.</li> <li>• Mechanical or electrical breakdown or failure.</li> <li>• Loss or damage caused by contaminated fuel.</li> </ul> <p>When the watercraft is not being used, theft and malicious damage of the watercraft is excluded unless it is:</p> <ol style="list-style-type: none"> <li>1. In a secure locked building. There must be evidence of forcible and violent entry and/or exit to or from the building, or;</li> <li>2. In an outdoor compound with secure perimeter fencing and locked to a trailer which has also a hitchlock or wheel clamp attached to the trailer. There must be evidence of forcible and violent entry and/or exit from the compound.</li> </ol>
<p>Your trailer and/or trolley if listed in your Policy Schedule is covered for:</p> <ul style="list-style-type: none"> <li>• Accidental Damage</li> <li>• Flooding</li> <li>• Fire and Explosion</li> <li>• Lightning</li> <li>• Storm Damage</li> <li>• Theft and Malicious Damage</li> </ul> <p>Any settlement regarding your trailer and/or trolley will be limited to the current Market Value as determined by the age and condition of the item but will not exceed the insured value as stated in your Policy Schedule.</p>	<ul style="list-style-type: none"> <li>• Theft of trailer and/or trolley unless fitted with an anti-theft device such as a wheel clamp or hitch lock or stolen from a Locked Place of Storage.</li> <li>• Mechanical breakdown or failure.</li> </ul>

**5B - Cover for your Jet Skis and other Personal Watercraft - Personal Belongings**

What you are covered for	What you are not covered for (in addition to General Exclusions on page 12)
<p>Your Personal Belongings which are clothing and personal items normally used in connection with the Vessel or Craft belonging to you or any member of your immediate family are covered in the event of:</p> <ul style="list-style-type: none"> <li>• Accidental Damage</li> <li>• Accidental Loss</li> <li>• Fire and Explosion</li> <li>• Flooding</li> <li>• Theft and Malicious Damage if items kept in a secure and Locked Place of Storage</li> </ul> <p>Any settlement regarding your Personal Belongings will be limited to the current Market Value as determined by the age and condition of the item but will not exceed the maximum amount of £500 for each item unless the item is specified in your Policy Schedule and up to the total amount of Personal Belongings specified in your Policy Schedule.</p>	<ul style="list-style-type: none"> <li>• Claims in respect of cash, credit or debit cards, travellers' cheques, cash cards, stamps, jewellery, spectacles (unless secured with a strap), contact lenses, mobile phones, laptops, tablets and keys or similar property.</li> <li>• Theft of unsecured clothing and personal items.</li> <li>• Loss or damage unless from a Locked Place of Storage.</li> <li>• Damp, mould, mildew, vermin and moth damage.</li> <li>• Mechanical or electrical failure or breakdown.</li> <li>• Loss or damage to fishing equipment, water skis, water toys, diving or sports equipment whilst in use.</li> </ul>

**5C - Jet Skis and other Personal Watercraft - Water Skiing and Towing of Water Toys**

What you are covered for	What you are not covered for (in addition to General Exclusions on page 12)
<p>Where cover is noted in your Policy Schedule, we will cover liabilities for the towing of water-skiers, wakeboarders or water toys. These will be shown separately in your Policy Schedule. The limit of the indemnity for this cover is £3,000,000 per incident.</p>	<ul style="list-style-type: none"> <li>• If cover is not indicated in your Policy Schedule.</li> <li>• The Jet ski or Personal Watercraft being let out for hire or reward.</li> <li>• Liability of the toys whilst being towed unladen other than in the ordinary course of recovery.</li> <li>• Toys designed to become airborne.</li> </ul>

**Important - Specific Condition to this Section regarding Water Skiing, Wakeboarding and/or Towing of Water Toys**

It is a condition of this section that for cover to be in force the following safety requirements are adhered to:

- The insured Vessel or Craft may tow water toys, including inflatable water toys (if noted on the schedule), but only a maximum of 1 water toy can be towed at any one time.
- All drivers of the craft must have at least 2 years' experience on Jet skis or the Personal Watercraft they are looking to insure or completed a RYA PWC proficiency course.
- In addition to the driver, there must be a look out on the towing craft, watching the water skier, wakeboarder or towed toy at all times.
- The toys must be purpose built and used in accordance with the manufacturer's instructions/guidelines.
- Personal buoyancy aids must always be worn by everyone on the Vessel or Craft and by those being towed.
- Number of people using the Vessel or Craft & toys must not exceed the total capacity of the insured Vessel or Craft.

## 5D - Cover for your Jet Skis and other Personal Watercraft - Third Party Liability

What you are covered for	What you are not covered for (in addition to General Exclusions on page 12)
<p>This cover only applies if it is specified in your Policy Schedule. Subject to the Terms and Conditions of this Policy the Insured or any Permitted User will be indemnified arising from the legal liability for use of the Insured Property listed in your Policy Schedule for:</p> <ul style="list-style-type: none"> <li>• Death or Bodily Injury to any person.</li> <li>• Loss of or damage to property not belonging to the Insured.</li> <li>• Any action taken by the Insured and any Permitted User in an attempt to avoid or reduce any insured liability.</li> <li>• Attempted or actual raising, removal and destruction of the wreck of the Vessel or Craft.</li> </ul> <p>The maximum amount recoverable under this Section is shown in your Policy Schedule and is limited to any one accident or series of accidents arising from the same event. In addition to any claim for which coverage is provided under this section and with prior written consent and agreement Insurers will pay:</p> <ul style="list-style-type: none"> <li>• The expenses incurred by the Insured in relation to Coroners inquests and Official Enquiries.</li> <li>• The legal costs incurred in defending or pursuing any action following an event covered under this Policy whether or not such action results in Court proceedings.</li> </ul> <p>The total amount of cover under this section is shown in your Policy Schedule.</p>	<ul style="list-style-type: none"> <li>• Loss, damage or injury caused by any user not named on the Policy Schedule.</li> <li>• Accidents to or illness of workmen or any persons employed in any capacity whatsoever by the Insured.</li> <li>• Accidents arising whilst the Insured Property is on a private or public highway and is attached to a vehicle.</li> <li>• Liabilities assumed under contract, incurred solely by an agreement entered into by you.</li> <li>• Liabilities whilst your Vessel or Craft is in the care, custody or control of anyone acting as part of their profession.</li> <li>• Accidents caused to or by water skiers, whilst being towed or preparing to be towed by the insured Vessel or Craft unless the Policy Schedule provides such an extension.</li> <li>• Accidents caused by any person engaged in any form of diving activities.</li> <li>• Accidents or injury if exceeding the number of passengers the Vessel or Craft is designed to carry.</li> <li>• Punitive, exemplary damages, fines or penalties imposed under any statutory code or law.</li> <li>• Any third-party loss or damage caused during land, road, rail or ferry transportation.</li> <li>• Accidents caused to or by any person engaged in water sport activities such as towing bananas or rings unless the Policy Schedule provides such an extension and is in force.</li> <li>• Accidents caused to or by any person engaged in water sport activities such as kiting or any other airborne activities.</li> <li>• Racing, speed tests or competition, stunt riding and white-water navigation.</li> </ul>

## No Claims Bonus

This only applies to Sections 2, 3 and 5.

### How Your No Claims Bonus Works

For each year that you do not make a claim you will be entitled to a discount. If you have previously been insured, we will normally accept your previous insurers no claims bonus entitlement e.g. if you have been insured for 5 years or more with another company, we will give you a 25% discount at the inception of the Policy.

### No Claims Bonus Scale

Claim Free years	0	1	2	3	4	5
% Discount	0%	5%	10%	15%	20%	25%

If you make a claim this will affect your no claims bonus. We will apply a step-back system which will reduce your discount by 2 years for each claim made. This will take effect when you renew your Policy. In certain circumstances your Premium and/or Excess may also be increased at renewal.

### No Claims Bonus Scale

Current no claims bonus entitlement without no claims bonus protection	No claims bonus at the next renewal (without NCB protection)		
	One claim within the Policy period	Two claims within the Policy period	Three or more claims within the Policy period
0	0	0	0
1	0	0	0
2	0	0	0
3	1	0	0
4	2	0	0
5	3	1	0

Note: In the table above a claim is where we have made payment for any loss, damage or injury to a third party or where any costs paid for damage to your Vessel or Craft cannot be, or have not yet been, recovered.

### If You Have Chosen to Protect Your No Claims Bonus

Protecting your no claims bonus allows you to make one claim during the current Policy period without your bonus being reduced at renewal. You will only lose your no claims bonus if more than one claim is made in a five-year period. In certain circumstances your Premium and/or Excess may also be increased at renewal.

You can only protect your no claims bonus if:

- You have the maximum 25% entitlement
- You have paid an additional Premium
- It is specified in your Policy Schedule

The table below shows how your no claims bonus will be affected if a claim is made on your Policy and you have chosen to protect your no claims bonus.

Current no claims bonus entitlement with no claims bonus protection	No claims bonus at the next renewal (without NCB protection)				
	No Claims	One claim within the Policy period	Two claims within the Policy period	Three claims within the Policy period	Four or more claims within the Policy period
5	5	5	3	1	0

Note: In the table above a claim is where we have made payment for any loss, damage or injury to a third party or where any costs paid for damage to your Vessel or Craft cannot be, or have not yet been, recovered.

## Cancelling Your Policy

Your rights when cancelling your Policy.

### Before Cover Starts

If you buy the Policy and then change your mind before the start date of the Policy, then we won't make any charge and we will refund the payment in full.

### Up to 14 Days

Following receipt of your documents you have 14 days to check you're happy with the insurance cover you've bought. If the cover doesn't meet your needs, you can tell us to cancel your insurance. If you do this within 14 days of receiving your documents and you have not made a claim, we'll refund any money you've paid less a charge for the time you have been covered. If you've made a claim no refund will be paid.

### In the First Year

After the initial 14 days, if you've not made a claim, we'll refund a proportion of your Premium according to the table below, unless the refund is less than £5 then there will be no returned premium:

Time on Cover since inception	Proportion of Premium Refunded
Up to 3 months	50%
3 to 6 months	25%
More than 6 months	NIL

Note: If you've made a claim no refund will be paid.

### In the Second and Subsequent Years

After your first year of the policy we will cancel the Policy pro-rata, unless the refund is less than £5 then there will be no returned premium.

### **Our Rights to Cancel Your Policy**

We'll cancel your insurance by giving you 7 day's notice if:

- you don't pay the Premium or an instalment when we have notified you that the outstanding amount is required by a specific date.
- you or anyone else covered by this insurance hasn't met the terms and conditions in this document including those shown in your Policy Schedule.
- a change in your circumstances means that we can no longer provide cover.
- you behave in a manner that makes it inappropriate for us to continue your insurance, e.g. if you harass or show abusive or threatening behaviour towards our staff.

Our cancellation notice will be posted and/or emailed to you. The insurance will end immediately when stated on the cancellation notice. But if you've just taken out the Policy or renewed with us and the Premium is unpaid, we'll cancel your insurance from the start/renewal date.

We'll refund the balance of your Premium that applies to the remaining period of cover. If a refund is paid, a cancellation charge will be deducted from the refund as set out above.

If a claim has been made or misrepresentation, fraud or financial crime identified, we'll cancel your cover but may not refund any Premium.

## **Complaints Procedure**

Noble Marine aim to provide our customers with a first-class service. If the expected service has not been delivered or there are any concerns with the service provided, we would like to have the opportunity to put things right.

Should you wish to complain, you can speak to a member of staff or write to the Customer Services Manager:

**Post:** Jubilee House, Long Bennington Business Park, Long Bennington, Newark, NG23 5JR

**Telephone:** 01636 707606

**Email:** [complaints@noblemarine.co.uk](mailto:complaints@noblemarine.co.uk)

We take all complaints seriously and will endeavour to respond immediately. Where this is not possible, we will acknowledge your complaint within five business days confirming the name of the member of staff dealing with your complaint. We will provide you with a full written response within 20 business days or explain the current position and provide a time scale for a full response.

If we don't complete our investigations within eight weeks of receiving your complaint or if you are still unsatisfied with our response, you may be eligible to refer your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints. They can be contacted at:

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

**Telephone:** 0800 0234567

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**Website:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### **Your Rights**

The Insured's rights as a customer to take legal action remain unaffected by the existence or use of any complaint's procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

## How We Use Your Data

Your privacy is important to us and we are committed to keeping it protected. We have created this Customer Privacy Notice which will explain how we use the information we collect about you and how you can exercise your data protection rights.

This Privacy Notice will help you understand the following:

- Who are we?
- Why do we collect and use your personal information?
- Where else do we collect information about you?
- Will we share your personal information with anyone else?
- Which decisions made about you are automated?
- How long will we keep your information?
- Your information is incorrect what should you do?
- What are your rights over the information that is held by Noble Marine?
- How you can contact us about this Privacy Notice
- How you can lodge a complaint

### Who are we?

Noble Marine is a trading style of Noble Insurance Services Ltd, part of Noble Insurance Group Ltd, and we provide insurance and insurance services as an Insurance Intermediary.

### Why do we collect and use your personal information?

As an insurance intermediary, we need your personal information to understand the insurance cover you require. We'll use this information (e.g. your name, address, telephone number and email address) to communicate with you.

We need to use your information to create a quote for you, allowing you to buy insurance products from us. When buying a product from us, you'll also need to provide us with details of the items you wish to be insured.

We may need to check your information with external companies/organisations (e.g. credit reference agencies, criminal conviction checks and sanctions lists).

When buying certain products, sometimes we will ask for special categories of personal data (e.g. unspent convictions).

Once you become a customer, we'll need to take your payment details to set up your cover. This could be direct debit, credit or debit card information or your bank details if you pay by BACS or cheque.

If you need to claim against your insurance Policy, we will need to collect information about the incident and this may be shared with other selected companies to help process the claim. If other people are involved in the incident, we may also need to collect additional information about them which can include special categories of personal data (e.g. injury and health data).

In submitting an application, we may be provided with equivalent or substantially similar information relating to other proposed beneficiaries under the Policy. You agree that you will bring this Privacy Notice to the attention of each beneficiary at the earliest possible opportunity.

Data protection laws require us to meet certain conditions before we are allowed to use your personal information in the manner described in this Privacy Notice. To use your personal information, we will rely on one or more of the following grounds:

- **Performance of contract:** We need to use your personal information in order to provide you with the Policy (which is a contract of insurance between you and us), and perform our obligations under it (such as making payments to you in respect of a claim made under the Policy).
- **Consent:** In certain circumstances, we may need your consent unless authorised by law in order to use personal information about you which is classed as special categories of personal data. Necessity to establish, exercise or defend legal claim: If you, or we, bring a legal claim (e.g. a court action) against the other, we may use your information in either establishing our position or defending ourselves in relation to that legal claim.
- **Compliance with a legal obligation:** Where laws or regulations may require us to use your personal information in certain ways.
- **Legitimate Interests:** We will also process your personal information where this processing is in our legitimate interests. When relying on this condition, we are required to carry out a balancing test of our interests in using your personal information (for example, carrying out analytical research), against the interests you have as a citizen and the rights you have under data protection laws. The outcome of this balancing test will determine whether we can use your personal information in the ways described in this Privacy Notice. We will always act reasonably and give full and proper consideration to your interests in carrying out this balancing test.

## Where else do we collect information about you?

We will receive details about you from other people or companies. For example:

- Given to us by someone who applied for an insurance product on your behalf (e.g. an insurance intermediary) where you have given them the permission to do so; or
- Lawfully collected from other sources (e.g. credit reference agencies, sanctions lists, Claims and Underwriting Exchange or fraud prevention databases) to validate the information you have provided to us. We request those third parties comply with data protection laws and to be transparent about any such disclosures. If you would like some further information, please contact us.

## Will we share your personal information with anyone else?

We do not disclose your information outside of the Noble Insurance Group except:

- Where we need to check the information provided to us before we can offer you an insurance product (e.g. reference agencies).
- Where we are required or permitted to do so by law or relevant regulatory authority (e.g. financial crime screening, fraud detection/prevention).
- Where we provide insurance services in partnership with other companies.
- Where necessary to obtain insurance quotations, arrange policies or handle claims through an insurance company or another broker, on your behalf.
- In the event that we are bought, or we sell any business or assets, in which case we will disclose your personal information to the prospective buyer of such business or assets.
- As required to enforce or apply this Privacy Notice, or the contract of insurance itself.
- Within our group for administrative purposes.
- As required in order to give effect to contractual arrangements we have in place with any insurance broker and/or intermediary through which you have arranged this Policy.
- As required in order to give effect to contractual arrangements we have in place with any insurance company through which we have arranged this Policy for you.
- With healthcare providers in the context of any relevant claim being made against your Policy.

- If we appoint a third party to process and settle claims under the Policy on our behalf, in which case we will make your personal information available to them for the purposes of processing and settling such claims;
- With our third-party service providers (including hosting/storage providers, research agencies, technology suppliers etc.)
- With our reinsurers (and brokers of reinsurers) in connection with the normal operation of our business.

Sometimes your personal information may be sent to other parties outside of the European Economic Area (EEA) in connection with the purposes set out above. We will take all reasonable steps to ensure that your personal information is treated securely and in accordance with this Privacy Notice, and in doing so may rely on certain "transfer mechanisms" such as the EU-US Privacy Shield, and the standard contractual clauses approved by the European Commission. If you would like further information, please contact us.

## Which decisions made about you will be automated?

Before we can offer you an insurance product or service, we may need to conduct the following activities, which involve automated (computer based) decision-making:

- **Pricing and Underwriting** – this process calculates the insurance risks based on the information that you have supplied. This will be used to calculate the Premium you will have to pay.
- **Credit Referencing** – using the information given, calculations are performed to evaluate your credit rating. This rating will help us to evaluate your ability to pay for the quoted products and services.
- **Sanction Checks** – using the information given we will check someone is not subject to a financial sanction as they will appear on HM Treasury's asset freezing list.
- **Automated Claims** – some small claims may qualify for automated processing, which will check the information you provide, resulting in a settlement or rejection of your claim.

The results of these automated decision-making processes may limit the products and services we can offer you. If you do not agree with the result, you have the right to request that we perform a manual reassessment using the same information that you originally provided. If you wish to do so, please contact us.

## How long will we keep your information?

Your personal information will be retained under one or more of the following criteria:

- Where the personal information is used to provide you with the correct insurance cover, which will be kept as long as it is required to fulfil the conditions of the insurance contract.
- Where the use of your personal information for a specific purpose is based on your consent, it will be kept for as long as we continue to have your consent.
- Where, for a limited period of time, we are using some of your information to improve the products or services we provide.
- For as long as your information is required to allow us to conduct fraud and/or criminal checks and investigations.

## How long will we keep your information?

If you hold a product or service with us and think that the information we hold about you is incorrect or incomplete, please contact us or your insurance intermediary and we will be happy to update it for you.

## What are your rights over the information that is held by Noble Marine?

We understand that your personal information is important to you, therefore you may request the following from us:

Provide you with details about the personal information we hold about you, as well as a copy of the information itself in a commonly used format.

Request your personal information be deleted where you believe it is no longer required. Please note however, we may not be able to comply with this request in full where, for example, you are still insured with us and the information is required to fulfil the conditions of the insurance contract.

Request an electronic version of the personal information you have supplied to us, so it can be provided to another company. We would provide the information in a commonly used electronic format.

Request to restrict the use of your information by us, under the following circumstances:

- If you believe that the information, we hold about you is inaccurate, or;
- If you believe that our processing activities are unlawful, and you do not want your information to be deleted.
- Where we no longer need to use your information for the purposes set out in this Privacy Notice, but it is required for the establishment, exercise or defence of a legal claim.
- Where you have made an objection to us, pending the outcome of any assessment we make regarding your objection.

Object to the processing of your data under the following circumstances:

- Where we have told you, we are using your data for our legitimate business interests and you believe we shouldn't be (e.g. you were in the background of a promotional video, but you did not agree to be in it.)
- In each case, we will stop using your information unless we can reasonably demonstrate legitimate grounds for continuing to use it in the manner you are objecting to.

If you would like to request any of the above, please contact us and submit a formal request. To ensure that we do not disclose your personal information to someone who is not entitled to it, when you are making the request, we may ask you to provide us with:

- Your name;
- Address(es);
- Date of birth;
- Any Policy IDs or reference numbers that you have along with a copy of your photo identification.

All requests are free of charge, although for requests for the provision of personal information we hold about you we reserve the right to charge a reasonable administrative fee where, we believe an excessive number of requests are being made. Wherever possible, we will respond within one month from receipt of the request, but if we don't, we will notify you of anticipated timelines ahead of the one-month deadline.

Please note that simply submitting a request doesn't necessarily mean we will be able to fulfil it in full on every occasion – we are sometimes bound by law which can prevent us fulfilling some requests in their entirety, but when this is the case we will explain this to you in our response.

If you have any queries regarding our Privacy Notice, please contact us and we will be happy to discuss any query with you. Our Privacy Notice will be updated from time to time so please check it each time you submit personal information to us or renew your insurance Policy.

## **How You can contact Us about this Privacy Notice?**

If you have any questions or comments about this Privacy Notice, please contact:

**The Data Protection Officer**

Noble Marine  
Jubilee House  
Long Bennington Business Park  
Long Bennington  
Newark  
NG23 5JR

You may also email us at [enquiries@noblemarine.co.uk](mailto:enquiries@noblemarine.co.uk).

## **How You can contact Us about this Privacy Notice?**

If you wish to raise a complaint on how we have handled your personal information, please send an email to [complaints@noblemarine.co.uk](mailto:complaints@noblemarine.co.uk) or write to us using the address above. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days.

If you are not satisfied with our response or believe we are not processing your personal information in compliance with UK Data protection laws, you may lodge a complaint to the Information Commissioner's Office, whose contact details are:

**Information Commissioner's Office**

Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

# NOBLE

MARINE INSURANCE

**01636 707606**

[enquiries@noblemarine.co.uk](mailto:enquiries@noblemarine.co.uk)

**[www.noblemarine.co.uk](http://www.noblemarine.co.uk)**

Jubilee House, Long Bennington Business Park, Long Bennington, Newark, NG23 5JR