

# Canal & Riverboat Insurance

## Insurance Product Information Document



Company: Nautical

Policy: Canal & Riverboat Policy

Nautical is a trading style of Mercia Underwriting Solutions Limited and is authorised and regulated by the Financial Conduct Authority; Registered number 304948. Registered address: 6 Lloyd's Avenue, London EC3N 3AX. This insurance is underwritten by Travelers Insurance Company Limited. Travelers Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Registered office: 30 Fenchurch Street, London, EC3M 3BD. Registered in England 01034343.

The following summary does not contain the full benefits, exclusions, terms and conditions of the insurance. These can be found in the policy booklet which must be read in conjunction with your personalised documentation which will also include the value(s) of the insured items.

### What is this type of insurance?

This insurance is for boats specifically designed for use on Rivers, Canals and Inland Waters of the United Kingdom owned by private individuals for personal recreational activities.



#### What is insured?

##### Section A – The Vessel

- ✓ Physical Loss or Damage to the Vessel whilst Afloat or Ashore including being Lifted, Hauled Out or Launched
- ✓ Collision
- ✓ Accidental or Malicious Damage
- ✓ Theft or Fire
- ✓ New vessel up to 120% of the Insured value in the event a total loss occurs within two years of manufacturers' completion

##### Section B – Liabilities to Others

- ✓ Your Legal Liabilities arising out of the use or operation of the insured Vessel
- ✓ Legal Costs to Contest Liability
- ✓ Legal Costs to Defend Liability
- ✓ Removal of Wreck and Salvage
- ✓ Pollution

##### Section C – Personal Effects

- ✓ Physical loss or damage to Personal Effects belonging to you, civil partner, spouse, parent, sibling or child who permanently live in your normal home, while on board & including whilst 'in transit' between your home and the Vessel

##### Section D – Personal Accident

- ✓ Bodily Injury or Death of Insured and Passengers whilst embarking or disembarking the insured Vessel up to a Maximum of £90,000 any One Event



#### What is not insured?

##### Section A – The Vessel

- ✗ Wear and Tear and / or Gradual Deterioration
- ✗ Engine Breakdown and / or Mechanical Breakdown and / or Defective Parts
- ✗ Failure to Keep the Vessel Seaworthy and Fit for Purpose
- ✗ Acts of recklessness or Wilful Misconduct by any person in control of the Vessel
- ✗ Any conduct of any person under the influence of Alcohol or Drugs
- ✗ Use of the Vessel as a permanent residence for you or any other person(s)

##### Section B – Liabilities to Others

- ✗ Liabilities to You, to Paid Crew or to Workers
- ✗ Legal Costs incurred Without Prior Approval
- ✗ Liabilities whilst insured Vessel is in transit by road, rail, air or ferry
- ✗ Any liability to and of any person being towed by the vessel or her tender in connection with water-skiing, towing of water toys or any such activities
- ✗ Any award of punitive / exemplary damages

##### Section C – Personal Effects

- ✗ Damp, mould, mildew, vermin, moth or mechanical failure
- ✗ Cash, credit / debit cards, passports
- ✗ Computers, mobile phones, audio / visual equipment
- ✗ Glasses, contact lenses, hearing aids, pedal cycles

##### Section D – Personal Accident

- ✗ Persons aged 80 or over at the time of the accident
- ✗ Reduced levels of compensation for persons under the age of 18
- ✗ Suicide, self-injury, illness, disease
- ✗ Abuse of or being under the influence of alcohol or drugs

Where we have agreed Residential Use you will be eligible to extend cover to include the:

Residential Contents and Public Liability Extension which includes cover for replacement Keys & Locks and Alternative Accommodation. You may also extend the Policy to include cover for Loss or Damage to Pedal Cycles.

Any optional extra cover included shall incur an additional premium and be subject to the full policy terms and conditions.



## Are there any restrictions on cover?

- ! Cover excludes commercial and or business use, including use for hire or reward
- ! Section C - Personal Effects is excluded where cover is extended to include Residential Contents and Public Liability
- ! Claims will not be considered where the Vessel is found to be unseaworthy
- ! You are not covered for the policy excess or any other deductible described within the documentation or policy booklet
- ! Special Terms and Conditions may apply to your insurance. These will be shown in your personalised documentation which must be read in conjunction with the corresponding Sections and Endorsements of the full policy wording

### GENERAL EXCLUSIONS – In no case shall this insurance cover loss, damage or liability in respect of:

- ! Claims caused by, or contributing to or arising from war, civil war, terrorism, nuclear risks and radioactive contamination
- ! Cyber Attack
- ! Communicable Disease / Covid-19



## Where am I covered?

- ✓ You are covered whilst the vessel is on moorings or ashore at the Agreed Locations and within the Agreed Cruising Area shown on the documentation only



## What are my obligations?

- You should take care to only provide honest and accurate information to the best of your knowledge
- Keep your insurance agent informed throughout the period of insurance if your personal details, boat details or boating needs change
- Keep the vessel in a seaworthy condition at all times
- Notify us or your insurance agent of any incident that may give rise to a claim as soon as possible



## When and how do I pay?

You must contact your insurance agent prior to inception or renewal. Your insurance agent will provide you with details of how to make payment to them



## When does the cover start and end?

Cover can start from the date and time we receive instruction from your agent or a date you specify in advance, but we cannot backdate cover. Your policy will run for 12 months from the start date and time unless you or we cancel cover before it ends



## How do I cancel the contract?

You and any other person(s) named on the insurance must both tell your insurance agent when you would like the contract to be cancelled

Cooling off period: If you ask your insurance agent to cancel within the first 14 days from the date that the cover began, or within 14 days of the renewal date, we will cancel the cover from the start as if it had never been in place and refund you in full. Your insurance agent may charge a fee for their services

Cancellation at any time after the cooling-off period: cover is automatically terminated from the date the vessel is sold. You or we may cancel the policy at any other time subject to us both having to give each other 30 days' notice or by mutual agreement. We will cancel the contract and arrange a daily pro-rata refund of premium which will be subject to a cancellation fee

### Nautical

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[www.nautical-insurance.co.uk](http://www.nautical-insurance.co.uk)

Nautical is a trading style of Mercia Underwriting Solutions Ltd. Mercia Underwriting Solutions Ltd is authorised and regulated by the Financial Conduct Authority FCA Registration No. 304948

05/25(T4)

# Canal & Riverboat Policy



Nautical



Nautical has designed this insurance specifically for boat owners and vessels cruising inland waters of the United Kingdom. It is an annual, agreed value policy for your personal recreational activities, underwritten by Travelers Insurance Company Limited.

Nautical is a trading style of Mercia Underwriting Solutions Ltd. Mercia Underwriting Solutions Ltd is authorised and regulated by the Financial Conduct Authority (FCA) under firm reference number 304948. Registered address: 6 Lloyd's Avenue, London EC3N 3AX. Registered number 3758742. You may check this on the Financial Services Register by visiting the FCA's website, [register.fca.org.uk/s/](https://register.fca.org.uk/s/) or by contacting the FCA on 0800 111 6768. When arranging insurance cover for you we are acting under binding authority granted to us by the Underwriters of this policy.

We will ask you to complete and sign either a statement of fact or a proposal form which is intended to gather all the information we require about you and others to be covered by the insurance together with full details of the vessel including where it will be located and its intended use. The information you or others provide will be our basis for deciding whether to accept your proposal and in determining any special terms and conditions we may wish to apply.

You must take reasonable care not to provide false or misleading information. Information provided in a careless manner may invalidate the policy and could mean that part of any claim may not be paid. An honest and true proposal allows the insurer the opportunity to apply conditions or exclusions or to request a higher premium for extended cover. In the event of any claim, you may be required to pay an additional premium, or your insurer may decline to consider any part of the claim where cover would have been excluded.

Where we identify fraud or if you knowingly provide false or misleading information as a means of obtaining insurance through us or when making a claim, the insurer may treat your policy as if it never existed or terminate cover from the date of the fraud and may not be obliged to pay your claim.

Please take the time to read this policy, together with the documentation attached to it, which will include any Special Terms and Conditions where applicable. If you have forgotten to tell us something or find anything to be incorrect, please contact us straight away.

This insurance is an agreement between you and us, but it is only valid if you have paid the premiums. Any changes to the details shown within the documentation will require our prior agreement and may incur an additional premium.

Thank you for choosing Nautical.

We value your custom and appreciate your confidence in us.

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## ABOUT THIS INSURANCE

This Canal and Riverboat Policy is an annual policy designed specifically for Private Pleasure use.

The Policy booklet is divided into four sections for your ease of reference. Not all sections of the policy may apply to your individual cover.

Our documents are designed to make clear what sections of the policy are included for your own insurance and the values we have agreed for insured items. These will be the same values on which any claim settlement is based. The policy excess and other deductibles may apply.

You should read, in full, each corresponding policy section in conjunction with the documentation we issue specifically for you.

Only where your vessel is your permanent home are you eligible to include the Residential Contents and Public Liability Extension to your individual cover. This extension of cover will incur an additional premium which will be shown separately within the documentation we issue specifically for you.

Any Special Terms and Conditions we may wish to apply, will be expressed in full within the documentation we issue specifically for you. If the documentation is incorrect, please contact us or your insurance agent straight away.

Insurance cover and/or documentation issued to you are not transferable to any other interested party unless we have agreed to the circumstances and confirmed the position to you in writing or issued replacement documentation.

Commercial and or business use including use for hire or reward or licensed as a Roving Trader is excluded under this policy.

We act on behalf of Insurers when arranging insurances and administering claims.

If you are in any doubt as to what cover we are including or excluding or are unsure about any wording included in the documentation or policy wording, please ask us about it. Our contact details are on the back page of this policy booklet.

## INSURER

This insurance is underwritten by Travelers Insurance Company Limited. Travelers Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, under firm reference number 202549. You may check this on the Financial Services Register by visiting the FCA's website, [register.fca.org.uk/s/](https://register.fca.org.uk/s/). Registered office: 30 Fenchurch Street, London EC3M 3BD. Registered in England 1034343.

## POLICY EXCESS

The excess is the amount you must pay in the event of any claim. In most cases policy excesses will apply and these are detailed in the documentation.

## OTHER DEDUCTIBLES

Deductions will apply in respect of claims for protective covers, canopies, sails, masts, spars and rigging up to a maximum of 50%.

We may apply reduced or increased excesses for specified items. The excesses that apply will be shown against the individual items detailed within the documentation.

## YOUR OBLIGATIONS

It is very important that we have the correct information for our assessment of your insurance needs. We will consider the information you provide to establish the premium to be paid and the level of cover that is appropriate for you and the use of your vessel. If we have the wrong information this may alter the premium we request, and / or the level of cover provided.

You must take reasonable care not to provide false or misleading information. Information provided in a careless manner may invalidate the policy and could mean that part of any claim may not be paid. An honest and true proposal allows the insurer the opportunity to apply conditions or exclusions or to request a higher premium for extended cover. In the event of any claim, you may be required to pay an additional premium, or your insurer may decline to consider any part of the claim where cover would have been excluded.

Where we identify fraud or if you knowingly provide false or misleading information as a means of obtaining insurance through us or when making a claim, the insurer may treat your policy as if it never existed or terminate cover from the date of the fraud and may not be obliged to pay your claim.

If you do not understand our questions or have information that we have not asked for and are unsure whether it is something we would like to consider in our assessment of your insurance needs, please contact us and we will be happy to help you.

## CHANGES TO CIRCUMSTANCES

If at any stage throughout the life of the policy, including at renewal, any of the details you had previously provided change and you do not tell us or your insurance agent, your insurance cover may be invalidated and could mean that claims will not be paid. We understand you may not know whether a change is likely to be relevant to our assessment of your insurance, so for your own protection you should tell us or your insurance agent anyway.

If we have not agreed to any change of circumstances, we will not be obliged to settle your claim. Where we would have agreed to your changes, but on different terms, we shall be entitled to assess the claim within the revised terms and conditions. Where we would have charged a higher premium for changes of circumstances, we may either ask you to pay an additional premium or we may settle an agreed claim on a proportionate basis. Any reduction in settlement value will be the same percentage as the underpayment. Where we identify fraud or if you knowingly provide false or misleading information, we may treat your policy as if it never existed or terminate cover from the date of the fraud and may not be obliged to pay your claim.

The following examples are for guidance only. The list is not exhaustive, so you must tell us or your agent about any change to allow your insurer to decide whether it is relevant to the insurance in place...

- if your personal or contact details change
- about criminal charges or convictions including those that relate to any person who jointly owns or uses the insured vessel
- if you no longer own or have any financial interest in the insured vessel
- if you have sold a share of the insured vessel to someone else
- about changes to the mooring type or location of the insured vessel
- about changes in use of the insured vessel
- about changes to the agreed cruising limits
- if you no longer have any insured item, such as an outboard motor, which is specified on the documentation
- if you have replaced any insured item which is specified on the documentation.

**COOLING OFF PERIOD**

If you change your mind about an insurance or subsequent renewal of insurance you should ask us or your insurance agent to cancel within the first 14 days from the date that cover began, or within 14 days of the renewal date or within 14 days from the date you receive your insurance Certificate. Provided no incident has taken place resulting in a claim or could give rise to a claim, we will cancel the cover from the start date as if it had never been in place and refund you any premium paid in full. Where a claim has or will be made under the policy the cooling off period will not apply.

**CANCELLATION AT ANY OTHER TIME**

Should the vessel be sold, or ownership transferred you must notify us or your insurance agent without delay. We may request the following evidence:

- A copy of the Bill of Sale
- A copy of the Mortgage Release or Finance Statement confirming the loan is paid in full.

We will calculate any return of premium from the date of the formal Bill of Sale or the date we receive notification from you or your insurance agent.

In respect of a jointly owned vessel, confirmation of the sale or transfer of ownership will be required from all parties.

**RETURN OF PREMIUM**

You will be entitled to a pro rata daily return of premium calculated on the annual premium charged after deduction of any no claims bonus entitlement. We will refund the unused proportion of the premium and insurance tax, but we will retain a cancellation fee.

You or we may cancel the policy at any other time subject to us both having to give each other 30 days' notice or by mutual agreement. Any return of premium will be calculated as if the vessel had been sold and subject to a cancellation fee.

Your insurance agent may also charge a fee for their services.



## COMPLAINTS PROCEDURE

Nautical and Travelers Insurance Company Limited value our customers and are dedicated to providing the best possible service and outcomes for all in everything we both do, but, if you are dissatisfied with the administration of your insurance, the cover arranged or assessment of a claim, please tell us so we can review and hopefully resolve the issue promptly.

### If you wish to register a complaint, please contact our Complaints Officer:

...in writing	Mercia Marine Crown House 10 Worrall Avenue, Arnold Nottingham NG5 7GP
...by phone	01623 491 500
...by email	complaints@nautical-insurance.co.uk

Our internal complaints handling procedures for the reasonable and prompt handling of complaints is available upon request and if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. [www.financial.ombudsman.org.uk](http://www.financial.ombudsman.org.uk)

### You may contact the Compliance Team at Travelers Insurance Company Limited at any time:

...by phone	0203 207 6000
...by email	CustomerRelations@travelers.com
...in writing	The Compliance Team Travelers 30 Fenchurch Street London EC3M 3BD.

If your complaint cannot be resolved to your satisfaction and you are an eligible complainant (a private individual or small business) you may refer the matter to the Financial Ombudsman Service (FOS) for an independent decision in addition to any other action you may subsequently wish to take.

### FINANCIAL OMBUDSMAN SERVICE (FOS)

The Financial Ombudsman Service is an independent service in the United Kingdom for settling disputes between consumers and businesses providing financial services.

...by phone	0800 023 4567
...by email	<a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a>
...in writing	Financial Ombudsman Service Exchange Tower Harbour Exchange London E14 9SR

Please note, your complaint needs to be referred to the FOS within six months of receiving the Insurers final response.

When administering claims, we are acting on behalf of the Insurer. We understand the process for making a claim needs to be clear and simple. The following section therefore is intended to let you know what is expected of you following any incident which may give rise to a claim and to let you know what information we will need.

You must notify us or your insurance agent of any incident which may result in a claim within 30 days of the date of the incident. Even if the circumstances of the incident are not immediately evident that a claim may follow, you must always notify us as soon as you can.

Failure to notify us promptly of any incident could mean we are denied an early opportunity for inspection or investigation. Delays in inspection may cause deterioration of a vessel and incur additional costs which may not be accepted by us.

If you do not comply with your duties and responsibilities and we would not have agreed to the changes required to your insurance cover, or we would have applied specific conditions which have not been met, we will not be liable to pay the claim or any part of the claim as a direct result of the breach under this insurance.

In addition, we will not pay for any repairs or replacements that improve the condition of the insured item or property beyond its pre-loss state.

#### **What you should do first:**

Following any incident which may give rise to a claim under any section of this insurance you should respond as if you are uninsured and act immediately to protect, avert or minimise your loss.

This may include:

- making arrangements to have your vessel lifted out of the water following sinking or partial sinking
- making the vessel watertight and weatherproof following damage
- securing access to the vessel following a break-in
- reporting theft, attempted theft or malicious damage to the police
- immediate preservative action to protect the engines

You should be aware that until such time as we have received all the information we require to consider the full details of the claim, any costs incurred in minimising the loss or damage will be for your own account, which following our conclusion of the claim may not be recoverable under this insurance.

#### **What you should do next:**

Contact your insurance agent as soon as you can and provide the following information:

- your name, address, telephone and email address
- the date of the incident
- how and where the loss or damage took place
- telephone numbers and contact details for any person who can provide us with additional information concerning the loss or damage
- the crime reference number given to you by the police

You will be asked to provide us with two estimates for repairing any damage or for replacing any items which are lost or damaged.

We may also ask for photographic evidence. Mobile phone photographs by email are acceptable.

In circumstances where assistance was called upon from agencies such as the Coastguard, Harbour Authorities, Canal River Trust or Environment Agency, you will be asked to provide us with full details and relevant contact points.

### THIRD PARTY CLAIMS

If you are involved in any incident which involves another vessel or other person(s), it is important you are aware of the following:

#### What we ask of you:

- do not admit liability or indicate any responsibility
- inform your insurance agent of the details of the incident
- if you feel that the other person(s) is responsible for the incident you should write immediately to the third party holding them liable and asking them to provide you with details of their insurers. You must also send a copy of the letter and any response, unanswered, to your insurance agent
- if you receive any correspondence from a third party or their insurer holding you liable you must forward this, unanswered, to your insurance agent immediately.

If you fail to respond as we expect, additional medical symptoms or conditions may complicate the original illness or injury resulting in increased costs. Your insurer may not be liable to settle medical bills which could have been avoided.

### PERSONAL ACCIDENT CLAIMS

#### What you should do:

- place yourself or any insured person on board under the care of a qualified medical practitioner as soon as possible
- inform your insurance agent if the insured person is hospitalised outside of the United Kingdom
- inform your insurance agent of the details of the accident
- forward all medical bills and prescription details to your insurance agent

#### What we will do in return:

- send you a claim form(s) together with any initial advice or request for supporting documentation at the very latest within 72 hours of notification to us
- set in place a computerised diary tracking of each claim to avoid delays and to monitor progress
- appoint a surveyor and decide where the vessel is to be taken for docking or repair (we will pay any additional expenses which this causes). We shall also have the right to obtain competitive tenders or repair estimates
- if deemed necessary by your Insurer we will appoint a qualified medical practitioner to review any medical evidence submitted and to undertake any medical examination of the insured person.

**CONDITIONS WHICH APPLY TO CLAIMS ADMINISTRATION AND CLAIMS HANDLING**

Notice of any incident which may give rise to a claim under any section of this insurance must be given to your insurance agent as soon as reasonably practicable.

Any incident that could give rise to a claim for our consideration must be reported to us within 30 days of such incident. You should notify us or your insurance agent of any incident which may result in a claim within 30 days of the date of the incident. Even if the circumstances of the incident are not immediately evident that a claim may follow, you must always notify us as soon as you can. Failure to notify us promptly of any incident could mean we are denied an early opportunity for inspection or investigation and could mean that part of or an entire claim may not be paid.

The fully completed claim form and any other supporting information should be sent to your insurance agent as soon as possible.

You should not delay in returning the claim form while you are waiting to obtain repair/ replacement estimates as these may be sent separately.

No action which either you or we take to save, protect or recover the vessel will be regarded as a waiver or acceptance of abandonment nor will it prejudice the right of either you or us.

In the event of loss or damage to the vessel or any potential liability to any third party, you must give us all possible assistance in obtaining evidence and take such steps as we may reasonably require.

Repair instructions should not be authorised by you without our prior agreement except in an emergency or to prevent further damage to the vessel.

When you are satisfied with repairs or work undertaken, you should pay the bill and forward the original receipted invoices to your insurance advisor.

Claims settlement may be subject to specific deductions in respect of sails and protective covers noted within individual sections of this insurance and will be in addition to any policy excess.

Where any claim is submitted under the Personal Accident Extension of this policy, you or your representative may permit access to and make available on request to any medical practitioner appointed by or on behalf of the Insurers, all medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition and agree that such medical practitioner may make examination of the insured person as often as may be considered necessary for the purpose of reviewing the claim. Where you or your representative may not give prior agreement to this condition your Insurer may be entitled to avoid any liability to pay compensation under this extension of the policy.

Where we identify fraud or if you knowingly provide false or misleading information when making a claim that influences our assessment of any part of the claim, the entire policy may be void and no payment made under any section of the insurance. The insurer may cancel the policy with immediate effect and has no obligation to provide a pro rata return of the annual premium.

The Insurer has the right to collaborate with us or to assume control of any claim at any time throughout the claim handling process. The most prominent examples of why this action may be taken are as follows:

- the claim value exceeds or is likely to exceed the authority delegated to us by the Insurer
- a conflict of interest has been established between us and the Insured or third party claimant
- the claim falls under Personal Accident Section D of the policy
- we may be in breach of or under investigation for a breach of our delegated authority

Either we or the Insurer will inform you of their control and the reason why at the relevant time in the claim handling process.

When your renewal date approaches, we will consider the details of your expiring cover in conjunction with any changes you or we may wish to make and will provide you with an invitation for renewal.

We will lay out the invitation in the same format as your expiring insurance for ease of comparison. For the sake of clarity, we will highlight any changes under the heading 'Changes Affecting Your Renewal'.

Renewal is not an automatic process and so If you would like us to continue to arrange your insurance you must ask us to do so and make arrangements to ensure we are in receipt of the full annual premium on or before the renewal date, or a premium finance agreement set up in order to ensure there is no break in cover.

Details of how you may pay are included within the renewal invitation.

Mercia Underwriting Solutions Ltd is the Data Controller. Nautical is a trading style of Mercia Underwriting Solutions Ltd.

All personal information about you will be treated as private and confidential.

It is necessary to collect personal data about you for the purpose of quoting for, arranging and administering your insurances, handling claims and for statistical analysis. We will only use and process your personal data for the purpose for which it was collected.

We will only grant access to or share your data within our firm or relevant third parties and our market providers such as the Insurer where we are required or entitled to do so by law under lawful data processing. In such instances personal information held by us may be disclosed on a confidential basis and in accordance with the Data Protection Act 2018 and European General Data Protection Regulation to such third parties.

## **INDIVIDUAL RIGHTS**

Individuals are provided with legal rights governing the use of their personal data. These grant individuals the right to know what data is being held, for what purposes it is used, with whom it is shared, where it is located, to object to its processing, to have data corrected if inaccurate, to take copies of the data and to place restrictions on its processing and also request the deletion of their personal data.

Individuals can exercise their individual rights at any time however there may be circumstances where we may not be able to meet your request in full if for example a legal base takes precedence over these rights.

For full information on how we process your data and our lawful bases for doing so, and your individual rights governing its use, you can view our full Privacy Notice by visiting our website at [www.nautical-insurance.co.uk](http://www.nautical-insurance.co.uk).

Certain words have specific meanings when they appear in this policy and your schedule. These meanings are shown below or within the section where they apply.

**Agreed value:** This is the price paid for the vessel or any other value we agree where we have received formal justification.

**Amount Insured:** Under Section A (The Vessel) it is the amount for which we have agreed to insure the vessel. It is the most we will pay in the event of damage and the amount we have agreed to pay if the vessel is a total loss, constructive total loss or compromised total loss.

Under Section B (Liabilities to Others) it is the most we will pay in respect of any one accident or series of accidents arising out of one event, plus any legal costs we have agreed to pay.

Under Section C (Personal Effects) it is the most we will pay in the event of loss or damage to the personal effects covered by this insurance.

Under Section D (Personal Accident) it is the most we will pay as shown in the documentation.

**Documentation:** A Statement of Fact / Quotation, Cover Note, Schedule or Endorsement.

**Endorsement:** A written variation to the terms of this insurance. It will either be incorporated into this insurance by reference within the schedule or be the subject of a separate written notice.

**Excess:** An amount to be deducted or collected in the event of any claim.

**Geographical cruising limits:** Inland Non-Tidal Waters of the United Kingdom only, described as Rivers, Canals and Broads within England, Wales, Northern Ireland and Scotland.

**Gradual Deterioration:** The decline of the vessel once in good condition, caused by wear and tear, general neglect, rot, rust, oxidation, electrolysis, galvanic corrosion, wasting or weathering resulting in the vessel being weakened, worn out, or no longer fit for purpose.

**In Commission/Laid Up:** The vessel is in commission when fitted out and ready for use with her normal gear and equipment on board. She will be laid up, without our permission for use, between the dates and at the location noted within the schedule and removable equipment stored ashore.

**Insured Person:** Any person on board the insured vessel other than any person employed in any capacity whatsoever by any owner of the vessel.

**Insurer:** Travelers Insurance Company Limited.

**Joint Insured:** Part owner who has a financial interest in the vessel and who enjoys the same benefits of this policy as the insured.

**Latent Defect:** A hidden flaw or defect in the construction of the vessel which is not readily discoverable by a competent person using reasonable skill in an ordinary inspection.

**Marina:** A secure and sheltered mooring complex, providing controlled access to berths or pontoons which excludes facilities with floating or temporary breakwaters.

**Machinery:** Including, but not limited to, main or auxiliary engines whether inboard or outboard motors, gear boxes, starter motors, alternators, electrical and mechanical equipment, batteries, cables and fittings, boilers, shafts, exhaust systems, generators, air conditioning tanks, pumps and water makers.

**Modification:** A change or alteration from the manufacturers design.

**Mortgagee:** Lender who has a financial interest in the vessel.

**Period of Insurance:** Cover will commence at 0001 hours and end at 0000, unless otherwise agreed, on the dates shown in the documentation or renewal notice.



**Private Pleasure:** Use of the vessel by the insured person for personal recreational activities. It does not include any other use of the vessel under the contract of hire or charter or any similar arrangement or for any commercial purpose.

**Reasonable Costs:** Costs or a range of costs that do not exceed the prevailing market rates for the service provided or circumstances leading to the remedial action.

**Residential Use:** The vessel is your permanent home.

**Seaworthy:** A seaworthy vessel is one that is considered fit for purpose and includes the fitness of any equipment and competence of the crew to navigate the vessel in a safe and proper manner.

**Schedule:** The pages attached to this insurance which set out details of the policy holder, the vessel, amounts insured, period of insurance, cruising limits, in commission and laid up periods and state which terms of this insurance have been amended by agreement.

**Total Loss/Constructive Total Loss/Compromised Total Loss:** An actual total loss occurs when the vessel or any separately insured property is completely destroyed, is sunk or is otherwise lost or irrecoverable. There is a constructive total loss where the vessel or other separately insured property is so damaged as to be irreparable within the amount insured. A compromised total loss is an agreement between the both of us that the vessel or other separately insured property shall be treated as if it were a constructive total loss.

**Vessel:** The hull, machinery, gear and equipment as would normally be sold with the vessel and which we have agreed to insure for the amount stated in the schedule. It includes, where appropriate, the vessel's dinghies, tenders, outboard motors and any additional equipment which is separately valued in the schedule.

**We/Us/Our:** Mercia Underwriting Solutions Ltd t/as Nautical.

**You/Your:** The persons or company named within the schedule as the policy holder who are the owners of the vessel or on whose behalf this insurance has been effected, together with any other person to whom cover is extended under any section.

## GENERAL TERMS

If the vessel is cruising or in distress or at a port or place of refuge when this insurance expires (unless by reason of cancellation) we agree to hold the vessel covered at a premium to be agreed until the vessel arrives at the next port of call, provided you give us prompt notice of the vessels' arrival there.

No assignment of this insurance or of any interest in it or of any monies which are due to be made payable under it shall be binding upon us unless written notice of such assignment signed by you is given to and agreed by us and is endorsed on this insurance.

If the vessel is sold or transferred to a new ownership this insurance shall be cancelled from the time of such sale, transfer or change, unless we agree otherwise in writing, and a return of premium will be made. If, however, the vessel is cruising at the time of such sale, transfer or change, this insurance will continue until her arrival at a safe port if you request us to do so in writing before the sale, transfer or change takes place.

If the vessel is in collision with or is salvaged by any other vessel wholly or partly in the same ownership or management, all question of liability, damages, salvage or reward are to be referred to a sole arbitrator to be agreed upon between us and you.

The reasonable costs for salvage, including charges for towage and assistance costs incurred by you to prevent or minimize a loss are recoverable under this policy.

When the vessel is underway, you or some other competent person over the age of 18 and with your prior permission will be on board and in control.

The vessel will only be used for lawful purposes, operated in a lawful manner and all safety requirements of its registration and /or licence will be complied with. We will not cover loss, damage or liability arising from your failure to use or operate the vessel within the law.

Following any reported incident or modification to the vessel or her engines or electrical systems including batteries and their connections, we reserve the right to review and adjust the terms of the insurance. We may ask for a surveyor's report or valuation following repair, alteration or change to the vessel or her engines, electrical systems including batteries and their connections, or as a result of a surveyor's examination which may highlight a risk to the seaworthiness of the vessel or a change in the sum to be insured. All associated costs in respect of reports requested by us will be for the owners own account. Some changes agreed by us may result in an additional or increased premium.

Where we require a survey or valuation report by a Qualified Independent Marine Surveyor, the surveyor must be a fully qualified member of a recognised marine institution such as The Yacht Designers & Surveyors Association (YDSA), International Institute of Marine Surveying (IIMS), Royal Institution of Naval Architects (RINA) or European equivalent.

While you are away from your vessel for any period in excess of 45 consecutive days you must arrange for a suitably competent person or management agency to be responsible for the safekeeping of the vessel. Keys, security fittings or access codes permitting external and internal access must be provided and authorization given to those with responsibility to take appropriate action in the event of any incident where applicable.

Whilst you are away from your vessel for any period in excess of 30 consecutive days during the period 01/12 to 31/03 you must ensure the vessel's machinery and internal systems are prepared in accordance with manufacturers recommendations to withstand winter conditions.

This policy is non-transferable. All cover under the policy will become null and void at the point the vessel is sold, or ownership transferred to another party, unless you have our prior written agreement to the transfer.

## **FRAUD PREVENTION AND DETECTION**

Information provided or withheld in a careless manner may invalidate the policy and could mean that part of any claim may not be paid. Where, with full and honest information the insurer would have accepted the risk but may have varied the terms and conditions or even applied exclusions, your insurer may assess the claim as if the variation to terms and conditions had been applied or even decline to consider any part of the claim where cover would have been excluded. Where the insurer would have charged more for the policy, any part of the claim accepted will be settled on a proportionate basis.

If you knowingly provide false or incomplete information as a means of obtaining insurance or when making a claim, with the intention of benefiting from the insurance in some way, this will be deemed as insurance fraud.

Fraud is a criminal activity described as a dishonest act or practice as a result of deliberate deception or cheating to gain advantage. If false or inaccurate information is provided by you or on your behalf or if we suspect or identify fraud, we may at any time, share information we have about you with other organisations including the police and other fraud prevention and detection agencies.

Where fraud is identified, the insurer may treat your policy as if it never existed or terminate cover from the date of the fraud and may not be obliged to pay your claim. In addition, the insurer is not obliged to refund any unused proportion of the insurance premium and is entitled to recover any claim payments already made to you.

**You are covered** for reasonable costs against physical loss or damage, occurring during the period of insurance, to the vessel directly caused by unexpected accidents which occur as a direct result of the use or the operation of the vessel and are incidental to such use or operation, or as a direct result of some other use for which the vessel is covered, including:

- ✓ afloat and in commission and including any person in control of the vessel with your permission
- ✓ laid up out of commission
- ✓ being lifted, hauled out or launched
- ✓ ashore
- ✓ frost damage to the vessel's machinery provided that all manufacturers' recommendations have been followed and any other reasonable precautions have been taken
- ✓ sudden accidental incursion of water into the vessel directly caused by an identifiable and unexpected occurrence
- ✓ theft and malicious damage
- ✓ acts of vandalism
- ✓ fire
- ✓ piracy
- ✓ latent defect – excluding the cost or expense of replacing or repairing the defective part
- ✓ vermin damage to the vessel or its internal fixtures
- ✓ lightning strikes
- ✓ collision
- ✓ grounding

**In addition, you are covered for the following:**

- ✓ vessels not exceeding 72 feet or 21.95 metres in length while in transit by road, rail, air or ferry within England, Wales, Northern Ireland and Scotland
- ✓ outboard motors noted within the documentation including by dropping off or falling overboard
- ✓ trailers noted within the documentation appropriate to the insured vessel.
- ✓ loss or damage to mast crutches or quant poles without deduction of the policy excess
- ✓ the reasonable costs of inspecting your vessel following grounding even if no damage is found
- ✓ loss or damage to your vessel caused by a governmental authority, whilst trying to prevent or mitigate a pollution hazard resulting directly from loss or damage to your vessel which is covered under this insurance
- ✓ theft of the trailer and any insured items attached to it whilst left unattended provided the trailer has been immobilised by a manufactured wheel clamp and the trailer serial number has been safely recorded by you
- ✓ in the event of loss or damage to computerised equipment we will pay for replacement items of a similar type and specification

**You are not covered for the following:**

- the policy excess unless otherwise stated within this policy
- wear, tear or gradual deterioration
- loss or damage to motors, machinery, electrical equipment, batteries and their connections as a result of failure, fault, short circuit or breakdown
- outboard motors, dinghies/tenders, trailers or other equipment used in conjunction with the vessel where an individual value has not been provided by you and agreed by us
- water gradually escaping from any fixed pipe appliance or pipe
- the vessel being unseaworthy and not fit for purpose
- gradual incursion of water into the vessel as a result of the vessel not being watertight
- the cost of repairing or replacing any part of the vessel which is latently defective or defective in design or construction or of correcting any such defect the cost of correcting any defective workmanship in the maintenance, alteration or repair of the vessel
- any costs incurred as a result of alteration or repair which increases the market value of the vessel over the value immediately prior to the loss or damage
- moorings
- scratching, bruising, denting and chipping to vessels not exceeding 72 feet or 21.95 metres whilst in transit by road, rail, air, ferry or any liability to any third party caused by or arising from any accident occurring whilst the vessel is being towed by or is attached to a motor vehicle or as a result of the vessel having become detached from the motor vehicle
- a reduction in the vessel's market value following repair, or loss of value, warranty coverage or rating
- acts of recklessness or wilful misconduct by you or other persons in control of the vessel
- any conduct of any person whilst under the influence of alcohol or drugs
- loss of use of the vessel
- theft from the interior of the vessel unless violence or force are used to break into the vessel or place of storage
- theft of fixed gear and equipment from the exterior of the vessel unless violence or force are used
- modification of the vessel or her engines, batteries, electrical or gas systems unless we have agreed to accept the change(s)
- electrical equipment unless directly caused by a sudden identifiable, unintended and unexpected occurrence at a specific time and place during the period of insurance
- failure, fault or breakage of electrical equipment
- electrolysis, osmosis or like conditions and any consequential loss or damage whatsoever
- marine growth or fungal growth
- damage sustained as a result of insufficient packing of items dispatched to or by repairers or suppliers
- gradual accumulation of rainwater or snow in or on the vessel unless resulting from sudden rare and extreme weather conditions
- frost and/or freezing of the vessels machinery unless evidence provided that all necessary preventative measures, in accordance with the manufacturer's recommendations have been undertaken
- consumables including fuel
- the cost of making good any defect in repair or maintenance resulting from work carried out by a person employed by you.

**TRAILER CONDITION**

- a. the trailer should 'fit the boat' allowing equal distribution of the hull weight and be maintained in a roadworthy condition
- b. cover for theft of the trailer and any insured items attached to it while left unattended is covered under this insurance provided the trailer has been immobilised by a manufactured wheel clamp or hitchlock
- c. there is no cover provided whatsoever for physical loss or damage to the trailer wheels and tyres however caused
- d. the trailer serial number must be safely recorded by you

**OUTBOARD MOTOR CONDITION**

**Outboard Motors whose individual details and value are noted within the documentation, are covered for:**

- physical loss or damage
- dropping off or falling overboard
- theft

**providing the following conditions have been met:**

- the serial number must be safely recorded by you and retained away from the vessel
- the outboard motor must be locked to the vessel or her dinghies or tenders and must be fitted in addition to their normal method of attachment with a suitable anti-theft device which prevents securing bolts or clamps being undone.

We will pay the full amount specified in the documentation less the excess applicable.

Where the outboard motor(s) is an actual, constructive or compromised total loss, we will pay the full amount specified in the documentation without deduction of the excess applicable. The specified item will be deleted from the policy and the total sum insured reduced in accordance with the value of the loss. There will be no proportionate refund of premium.

**GAS CONDITION**

- You are not covered for loss, damage or liability under any section of this insurance following any incident arising from or relating to gas on board the vessel, unless:
  - the installation and tubing are to the approved British Standard and meet the Boat Safety Scheme Certificate recommendations
  - all gas containers are secured against movement in a purpose built locker which is properly ventilated to the exterior of the vessel

### CONDITIONS WHICH APPLY TO SECTION A

Where the cost of repairing the vessel is less than the amount insured, we will pay the reasonable cost of repair or damage which is directly caused by an occurrence which we have insured you against, less the policy excess stated in the documentation.

Where the vessel is an actual, constructive or compromised total loss, we will pay the full amount insured without deduction of the policy excess. The policy will be cancelled with immediate effect. There will be no refund of premium.

Where the vessel is an actual, constructive or compromised total loss Insurers reserve the right for the rights of ownership of the vessel.

In no case will we pay for un-repaired damage in the event of a subsequent total loss.

In respect of protective covers, sails, masts, spars, standing and running rigging, we will make a deduction of 10% of the cost of repair or replacement for each year of the age of the lost or damaged item(s) up to a maximum of 50%. In no case will we pay more than the total sum insured for the the Hull Machinery Gear and Equipment as shown in the documentation.

In the event a total loss occurs within two years of the completion of the vessel's manufacture we will pay for a new vessel of the same make, model and specification or if the vessel is no longer in production, a new vessel of a similar model and specification. The maximum amount we will pay in any circumstances is 120% of the amount shown in the schedule against the vessel.

If you choose not to repair or reinstate a loss, we will only pay you the depreciation in market value or the cost of reinstatement, whichever is the lesser figure.

The policy excess will not apply where any physical loss or damage occurs to the vessel while she is moored in any secure and sheltered marina complex.

### NO CLAIMS BONUS

Provided no more than 2 claims having been submitted during the previous year's insurance, which must have been in place for the entire 12-month period, you will be entitled to the following discounts:

✓ After the 1 <sup>st</sup> year	5%
✓ 2 consecutive years	10%
✓ 3 consecutive years	15%
✓ 4 consecutive years	20%
✓ 5+ consecutive years	25%

### PROTECTED NO CLAIMS BONUS

The no claims bonus will be fully protected up to a maximum of two claims being presented in any one policy period. However, any subsequent claim within the same policy period will result in the No Claims Bonus being reduced at renewal by one year's increment other than where a total, constructive total loss or compromised total loss occurs, when the entire bonus will be lost.

- You are not entitled to no claims discount where cover is limited to Section B Liabilities to Others only.

### MARINA BENEFIT

If a claim occurs whilst your vessel is moored on a marina berth, we will not apply the excess and your No Claims Bonus will not be affected.



**LIABILITIES TO OTHERS**

**Cover is provided for you and any person in control of the vessel with your prior permission, up to the limit stated within the schedule for your legal liabilities in respect of:**

- ✓ compensation to other people if someone dies or is injured, or property not owned by you is lost or damaged as a result of your interest in the vessel
- ✓ legal costs incurred in contesting liability or claiming against any third party, provided you have our prior written agreement
- ✓ the cost of raising or attempting to raise the wreck of the vessel, her removal or destruction, or any neglect or failure to raise, remove or destroy her
- ✓ any pollution cleanup costs, resulting from a sudden identifiable, unintended and unexpected incident occurring entirely at a specific time and place

**You are not covered for:**

- the policy excess stated within the documentation
- liabilities whilst the vessel is in transit by road, rail, air or ferry
- liabilities assumed under contract, incurred solely by an agreement entered into by you
- liabilities to passengers or crew engaged in any underwater sport or activity, from the time of leaving the vessel until safely within the vessel
- liabilities resulting from any accident whilst the vessel is in the care, custody or control of any business, trade, profession or organisation
- liabilities to and of any persons being pulled by the vessel and/or tender(s) unless you have prior written agreement from us
- fines, penalties or punitive damages

**DEFINITION**

Personal effects are defined as clothes and items of a personal nature which do not form part of the vessel's inventory and are taken on board for your personal use. These items are of a personal nature that you own and are used specifically with the vessel and would not normally be sold with the vessel.

**What is covered:**

- ✓ Physical loss or damage, occurring during the period of insurance, to personal effects which belong to you, your spouse, civil partner, parent, sibling or child while on board or in use in connection with the vessel including while in transit between your home and the vessel.
- ✓ The reasonable cost of repairing or replacing your personal effects. If, however, the total value of your Personal effects on board the vessel at the time of the loss or damage is more than the amount insured for personal effects, we will only pay a rateable proportionate part of your claim.

**You are not covered for:**

- any claim where another insurance is in force
- the policy excess stated in the documentation
- any one item in excess of £500 unless shown within the schedule
- theft from the interior of the vessel unless violence or force are used to break into the vessel or place of storage
- theft of fixed gear and equipment from the exterior of the vessel unless violence or force are used
- breakage of possessions of a fragile nature unless resulting from a loss covered by this insurance
- damp, mould, mildew, vermin or moth
- loss of money, cheques, travellers cheques, credit or debit cards, passports, documents or licences, current postage stamps, savings stamps or certificates, lottery tickets, premium bonds, postal orders, money orders, bank drafts, travel and other tickets with a fixed monetary value, phone cards, gift vouchers, deeds and share certificates
- collections of stamps, coins or medals
- digital/video cameras, cameras and photographic equipment
- loss or damage to computer equipment or computer software or portable computerised equipment
- personal audio/visual equipment, mobile phones or any personal digital equipment
- game consoles and associated gear
- food and drink
- fuel
- jewellery, watches or any items of gold, silver and other precious metals
- furs, musical instruments and items of fine art
- spectacles, contact lenses, hearing aids and associated equipment, and dentures
- plants or living creatures
- loss or damage to fishing, diving and sports equipment
- mechanical or electrical failure or breakdown
- pedal cycles, e-scooters and or any other motorised modes of transport
- theft from an unattended motor vehicle unless the vehicle was securely locked and the personal possessions hidden from view
- loss or damage caused by repair, alteration, refinishing, dyeing, cleaning or renovating
- loss or damage to equipment used for a professional purpose

**PERSONAL EFFECTS IN TRANSIT**

The most we will pay for personal effects whilst in transit between your home and the vessel is 50% of the amount claimed or 50% of any specified limits up to a maximum of 50% of the total amount insured under Section C Personal Effects as shown within the schedule. The excess will not apply to this cover.

**PERMANENT RESIDENCE**

If your vessel is your permanent home you may wish to consider the benefits of the extended cover available within the **RESIDENTIAL CONTENTS AND PUBLIC LIABILITY EXTENSION**. An additional premium will be required for this extension to the policy. Please refer to page 28.

## PERSONAL ACCIDENT

Compensation payable under this section will be as a result of personal accidents that within 12 months of the event are the sole and independent cause of subsequent disability or death.

### DEFINITIONS

**Loss of limb** means physical, permanent and total loss of use at or above the wrist or ankle.

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

**Permanent total disablement** means disablement that prevents attending to business or occupation of any and every kind which, lasting for 12 consecutive calendar months, is at the expiry of that period beyond all hope of improvement.

### Who this cover is provided for:

- ✓ Cover is provided for you and any persons aged 18-80 at the time of the accident and aboard your vessel including whilst embarking or disembarking with your permission provided the vessel is being used solely for your private recreational use and within the geographical limits noted within the schedule. For persons under the age of 18 the cover will be reduced. Please refer to the Table of Compensation.

TABLE OF COMPENSATION	AGE 18-80	UNDER 18
✓ Loss of limb	£15,000	£2,500
✓ Loss of sight	£15,000	£2,500
✓ Permanent total disablement	£15,000	£2,500
✓ Death	£15,000	£2,500

- ✓ For persons aged 18-80 the overall limit is £15,000 for any one accident or event to any one insured person up to a maximum of 6 persons
- ✓ For persons under the age of 18 the overall limit is £2,500 for any one accident or event to any one insured person up to a maximum of 6 persons
- ✓ If any one accident or event involves 6 or more persons, the individual sums insured will be proportionally reduced, until the overall total does not exceed £90,000.

**What you are not covered for:**

- compensation for any loss, permanent disability or death as defined, to any insured person over the age of 80 years at the time and date of the event that is the sole and independent cause of the loss or subsequent disability or death
- a disease, physical defect, illness or injury which existed prior to the accident
- being under the influence of drink, drugs or solvent abuse
- consequential loss of any kind
- disablement to any person employed by you in any capacity whatsoever
- disablement to any person whilst your vessel is being used for purposes other than private pleasure
- pregnancy
- suicide, deliberate self-injury or wilful exposure to needless risk

**CONDITIONS**

The insured person must, as soon as practicably possible, place himself/herself under the care of a qualified medical practitioner.

In the event of a claim, no payment will be made without appropriate medical certification which you must submit together with any information, evidence or receipts that the Underwriters may request. These must be obtained at your expense.

Where necessary, the claimant must agree to a medical examination. The Insurer will pay the cost.

No claim will be payable under more than one benefit in respect of any one accident.

This extension is only applicable to the vessel as described within the schedule. It may be accepted by you at any time but will not be in force on any date outside the period of insurance noted within the schedule. Cover will only be in force if the appropriate additional premium has been paid.

When your vessel is your permanent home, whether static or continuously cruising within the inland waterways of the United Kingdom, we understand your need to cover home contents, personal possessions, and legal liabilities.

This cover has been designed specifically with your needs in mind.

**Where this cover is shown within the schedule, this will replace the cover given within Section C – Personal Effects.**

**You are covered for:**

- ✓ accidental or malicious damage, and losses resulting from fire and theft, to your household goods, furniture, clothes and items of a personal nature likely to be worn, carried or used by you, your spouse or partner and children who permanently live on board with you, up to a maximum amount for specified items as shown within the table below and an overall maximum value of £25,000. An excess of £50 will apply.
- ✓ We will always apply a deduction for age of 10% per annum up to a maximum of 50%. This deduction will not apply to jewellery and watches.

**ALTERNATIVE ACCOMMODATION**

- ✓ If your vessel becomes uninhabitable following loss or damage covered by this insurance, we will pay the reasonable costs of alternative accommodation for you, your spouse or partner and children who permanently live on board your vessel with you including domestic pets.
- ✓ The maximum amount we will pay is £2,500. The excess will not apply to this cover.

**REDUCED COVER FOR CONTENTS AWAY FROM THE VESSEL**

- ✓ The most we will pay when the contents are away from your vessel is 50% of the amount claimed or 50% of any specified limits up to a maximum of 50% of the total amount insured under this extension as shown within the schedule. The excess will not apply to this cover.

**SPECIFIED ITEMS TABLE**

The amounts shown below are the most we will pay for the following items. These amounts are part of the total amount insured for contents as shown within the schedule.

SPECIFIED ITEMS	SINGLE ITEM LIMIT	MAXIMUM LIMIT
✓ Food and drink		£100
✓ Spectacles, contact lenses, dentures and hearing aids	£200	£500
✓ Computerised Equipment	£250	£750
✓ Home entertainment Equipment	£250	£750
✓ Mirrors, glass and sanitary ware	£100	£250
✓ Jewellery and watches	£250	£2,500
✓ Musical instruments	£250	£500
✓ Theft from secure outbuildings, sheds or garages	£250	£1,000
✓ Items not referred to above	£500	£25,000

**What is not covered:**

- theft from the interior of the vessel unless violence or force are used to break into the vessel or place of storage
- theft of fixed gear and equipment from the exterior of the vessel unless violence or force are used
- loss or damage if your vessel is unoccupied for more than 45 consecutive days
- theft from secure, locked outbuildings unless by forcible entry
- any one item in excess of £500 or £250 in respect of jewellery, watches and musical instruments
- furs, items of gold, silver or other precious metals (other than jewellery), gem or semi-precious stone set jewellery/ watches and items of fine art
- breakage of items of a fragile nature unless resulting from a loss covered by this insurance
- cash lost or carried away from the vessel
- personal audio/visual equipment, mobile phones or any personal digital equipment
- cheques, travellers cheques, credit or debit cards, current postage stamps, savings stamp or certificates, lottery tickets, premium bonds, postal orders, money orders, bank drafts, travel and other tickets with a fixed monetary value, phone cards, gift vouchers/cards, deeds and share certificates
- collections of stamps, coins or medals
- the cost of replacing any undamaged item or part of any item just because it forms part of a set, suite or one of a number of items of a similar type, colour or design
- damp, mould, mildew, vermin or moth
- fuel
- food and drink in your freezer or fridge unless following breakdown of the appliance. You will not be covered where the appliance is over 5 years old or if the breakdown is caused by a deliberate act of the power supply authority
- loss or damage to business stock and equipment used for a professional or business purpose
- loss or damage to fishing, diving and sports equipment whilst in use
- crossbows and firearms
- loss or damage caused by repair, alteration, refinishing, dyeing, cleaning or renovating
- mechanical or electrical failure or breakdown
- malicious computer codes. Computer software, programs or data
- plants or living creatures
- non prescription spectacles or contact lenses or sunglasses or hearing aids
- wear, tear, gradual deterioration or corrosion
- water damage to digital entertainment equipment unless the vessel sinks or is submerged as a result of a loss covered by this insurance
- pedal cycles unless shown within the policy documentation
- theft of household goods or personal possessions from outbuildings, sheds or garages unless securely locked

**KEYS & LOCKS****Cover is provided for:**

- ✓ The cost of replacing keys and locks or lock mechanisms to external doors, if keys are accidentally lost or stolen.
- ✓ The maximum amount we will pay is £100.
- ✓ The excess will not apply to this cover.



## **PEDAL CYCLES**

Cover only to apply when shown within the policy documentation and included within the total sum insured for contents as shown within the schedule.

### **Cover is provided for:**

- ✓ loss or damage to pedal cycles for you, your spouse or partner and children who permanently live on board the vessel with you, less a deduction of 10% per annum for age (age will be determined by the age of the frame), up to a maximum of 50%, up to a maximum of £250 per cycle. The excess will not apply to this cover.

### **You are not covered for:**

- any mechanically propelled or assisted pedal cycles, e-scooters and or any other motorised modes of transport
- lamps, tyres, wheels and rims or accessories unless the pedal cycle suffers loss or damage at the same time
- loss or damage whilst the pedal cycle is being used for racing, pace making, trials or jumping
- loss or damage whilst the pedal cycle is on loan to or being used by any person(s) other than those covered under this insurance
- scratching or denting
- theft whilst away from your vessel and unattended, unless it is in a locked building or it is attached by a security device between the pedal cycle's frame and a permanently fixed structure for any one period not exceeding two hours
- theft from the interior of a secure, locked motor vehicle, unless following violence or forcible entry or from the exterior of a motor vehicle unless the pedal cycle is locked to a manufacturers purpose built cycle carrier which cannot be cut from the vehicle.

## **PUBLIC LIABILITY**

### **What is covered:**

- ✓ you are covered for your legal liabilities and those of your spouse or partner and children who permanently live on board the vessel with you as private individual(s), up to the limit stated within the schedule, to compensate other people if someone dies or is injured, or property is damaged.

### **What you are not covered for:**

- the policy excess stated within the documentation
- liabilities arising directly or indirectly from the ownership, maintenance, possession, loading, unloading or use of any aircraft
- liabilities arising out of business activity carried out by you
- liabilities arising from a contract or agreement whether written or not, which imposes a liability which would not have existed without the contract or agreement
- liabilities arising from ownership of any dog described in Section 1 of the Dangerous Dogs Act 1991 or specified in the Dangerous Dogs (Northern Ireland) Order 1991 and any amending legislation
- liabilities arising from libel, slander or defamation
- liabilities arising from you performing or failing to perform professional services, including advice for which you are legally responsible or licensed
- liabilities for fines, penalties or punitive damages
- liabilities arising from the ownership, possession or use of any motorised vehicle, caravan, pedal cycle, e-scooter and or any other motorised modes of transport
- liabilities arising from the ownership, possession or use of crossbows and or any unlicensed firearm
- liabilities arising from the ownership, possession or use of any watercraft other than your vessel shown within the schedule
- liabilities arising from the ownership, possession or use of fishing, diving or sports equipment
- liabilities arising from the ownership, possession or use of drones whether licensed or not

**THE FOLLOWING EXCLUSIONS APPLY TO THE WHOLE OF THIS INSURANCE POLICY.**

We are not liable to pay for your loss or compensate you for what happens unless you have our prior written agreement.

We will not cover loss, damage or liability arising from your failure to maintain the vessel to be fit for purpose. You must keep the vessel in a seaworthy condition and safeguard against loss or damage.

We will not cover loss, damage or liability where the vessel is taken or navigated outside the geographical cruising limits: Rivers, Canals and Broads within England, Wales, Northern Ireland and Scotland as stated in the documentation.

The vessel will only be used for your private pleasure purposes. We will not cover loss, damage or liability arising from any commercial use or hire or reward for use of the vessel.

When the vessel is underway, you or some other competent person over the age of 18 and with your prior permission must be on board and in control. Where the conditions noted on the Schedule specify any user must be of a minimum age and have attained a specific qualification or attained a minimum period of experience these conditions will take precedent. We will not cover loss, damage or liability arising from the unauthorised use of the vessel and your failure to observe the specific terms and conditions described in the Schedule.

The vessel must only be used for lawful purposes, operated in a lawful manner and all safety requirements of its flag (or insured's place of domicile if the vessel is unregistered) must be complied with. We will not cover loss, damage or liability arising from your failure to use or operate the vessel within the law.

The vessel must not be used at any time while it is laid up out of commission at the place and for the period stated in the documentation. We will not cover loss, damage or liability where the vessel is in use or relocated during the not in use period stated in the documentation, unless you have our prior written agreement.

**In no case shall this insurance cover claims arising from:**

- a reduction in the market value of your vessel following repair, or loss of value, warranty coverage or rating
- accidents or illness to persons contracted by you, in any capacity whatsoever in connection with your vessel
- any accident or incident that occurs outside the period of insurance
- any activity involving persons being pulled by your vessel and/or tenders
- damage sustained in consequence of insufficient packing of items dispatched to or by repairers or suppliers
- deception by you
- osmosis or like conditions
- hire, charter, reward or any other commercial activity, unless shown within the policy documentation
- the failure of a computer chip or computer software to recognise a true calendar date
- the decline of the vessel once in good condition, caused by wear and tear, general neglect, rot, rust, oxidation, electrolysis, galvanic corrosion, wasting or weathering
- wilful misconduct or acts of recklessness by you or other persons in control of your vessel including, but not limited to, conduct when under the influence of alcohol or drugs
- your failure to maintain your vessel in a seaworthy condition or in the case of a trailer, roadworthy condition
- your vessel operating outside the cruising range shown within the schedule
- your vessel undertaking towage or salvage services under a pre-arranged contract. However, your vessel may assist or tow boats in distress.

The following clauses and endorsements shall be paramount and shall override anything contained in this insurance inconsistent therewith. All other terms, conditions and limitations of the insurance remain the same.

#### **INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE**

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

- 1.** In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
  - 1.1** ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
  - 1.2** the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
  - 1.3** any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
  - 1.4** the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
  - 1.5** any chemical, biological, bio-chemical, or electromagnetic weapon.

#### **IN NO CASE SHALL THIS INSURANCE COVER:**

Any claim where you would be entitled to make a claim under any other policy unless the total amount of the claim is greater than the amount which is or would have been covered under any such other policy.

Loss, damage, liability or expense intentionally caused or incurred by, or with the consent of, any insured person, or arising from un-seaworthiness resulting from any act or omission of any insured person.

Loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from 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.

Loss, damage, liability or expense directly or indirectly arising from capture, seizure, arrest, restraint or detainment, war, terrorism, civil war, revolution, insurrection, civil conflict or commotion.

#### **CORONAVIRUS EXCLUSION**

**This insurance excludes coverage for:**

- 1)** any loss, damage, liability, cost, or expense directly arising from the transmission or alleged transmission of:
  - a)** Coronavirus disease (COVID-19);
  - b)** Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2); or
  - c)** any mutation or variation of SARS-CoV-2;
 or from any fear or threat of a), b) or c) above;
- 2)** any liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for a), b) or c) above;
- 3)** any liability for or loss, cost or expense arising out of any loss of revenue, loss of hire, business interruption, loss of market, delay or any indirect financial loss, howsoever described, as a result of any of a), b) or c) above or the fear or the threat thereof.

**MARINE CYBER ENDORSEMENT**

1. Subject only to paragraph 3 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.
2. Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.
3. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph 1 shall not operate to exclude losses (which would otherwise be covered arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

**COMMUNICABLE DISEASE ENDORSEMENT**

1. Notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
  - 2.1. for a Communicable Disease, or
  - 2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

**SANCTION LIMITATION CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom or United States of America.

## **PAYMENT FOR OUR SERVICES**

We will apply a fee to new business, renewals and policy adjustments to cover the cost of our administration, stationery and communication. We will also apply a cancellation fee to cover the costs involved with claiming back a refund of premium and any tax paid from the insurer. In addition, we and the Insurer have responsibilities to you after your policy has been cancelled.

## **OUR FEES AND CHARGES**

Full details of our fees and charges are noted within our Client Agreement which is included with quotations, renewal invitations and cancellation endorsements. You can also find details within our Terms of Business on our website [www.nautical-insurance.co.uk](http://www.nautical-insurance.co.uk). Your insurance agent may also wish to charge a fee for their services.

## **FRAUD PREVENTION AND DETECTION**

Fraud is a criminal activity described as a dishonest act or practice as a result of deliberate deception or cheating to gain advantage.

If false or inaccurate information is provided by you or on your behalf or if we suspect or identify fraud, we may at any time, share information we have about you with other organisations including the police and other fraud prevention and detection agencies.

## **COUNTER TERRORISM FINANCING AND ANTI MONEY LAUNDERING CHECKS**

We may check your personal details against any appropriate government register at any time during the policy period and always when initially considering your proposal for insurance or when administering a claim in order to combat financial crime in the United Kingdom.

## **LANGUAGE**

The language of this insurance policy is English. We will communicate with you in English unless you have our written agreement prior to inception of this insurance.

## **THE LAW AND JURISDICTION APPLICABLE TO THIS INSURANCE**

This insurance shall be subject to English law and the jurisdiction of the English Courts.



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