

Yacht & Motorboat Policy



Nautical



Nautical Insurance has designed this insurance specifically for Yacht and Motorboat owners. Additional types of craft we consider under this policy extend to sailing dinghies, day boats and sports boats. It is an annual, agreed value policy for your personal recreational activities, underwritten by Travelers Insurance Company Limited.

Nautical Insurance Services Limited are authorised and regulated by the Financial Conduct Authority for insurance mediation activities. 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 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.

Please take the time to read this policy, together with the documentation attaching 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. If we have the wrong information this may mean that part of or an entire claim may not be paid.

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 Insurance. We value your custom and appreciate your confidence in us.

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ABOUT THIS INSURANCE

This Yacht and Motorboat 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 from 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. Policy Endorsements included within the documentation are also described respectively within this Policy booklet.

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 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 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.

Registered office: One Creechurch Place, Creechurch Lane, London EC3A 5AF.
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 excesses for specified items. The excesses that apply will be shown against the individual items detailed within the documentation.

The excess will be double the amount shown in the documentation in respect of claims for outboard motors.

YOUR OBLIGATIONS

It is very important that we have the correct information for our assessment of your insurance needs. We will give careful consideration to 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 the level of cover provided.

Please take reasonable care not to provide false or misleading information as this may invalidate the insurance and could mean that part of any claim or the entire claim may not be paid.

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 may be affected.

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 you fail to tell us or your insurance agent about a change this may invalidate the insurance and could mean that claims will not be paid.

You must tell us or your insurance agent:

- 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. 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.

CANCELLATION AT ANY OTHER TIME

Should the vessel be sold or ownership transferred you must notify us or your insurance agent without delay.

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 Insurance Services Limited 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.

Our promise to you:

- We will acknowledge complaints promptly;
- We will investigate quickly and thoroughly;
- We will keep you informed of progress;
- We will do everything to resolve your complaint fairly;
- We will learn from our mistakes and use your feedback continually to improve our service.

You may contact us both in whichever manner you prefer although we would really appreciate the opportunity to speak with you as we believe this option provides the possibility of being able to agree a resolution with you much quicker.

You may contact the Complaints Officer at Nautical Insurance Services Limited:

t. 01702 470811
e. complaints@nautical-insurance.co.uk

or in writing to,
The Complaints Officer
Nautical Insurance Services Limited
57 Elm Road
Leigh-on-Sea
Essex SS9 1SP

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

t. 0203 207 6000
e. CustomerRelations@travelers.com

or in writing to,
The Compliance Team
Travelers
Creechurch Place
Creechurch Lane
London EC3A 5AF

If Nautical Insurance Services Limited are unable to resolve the issue to your satisfaction by close of business on our third working day following the day we received your complaint we will automatically refer your comments to the Insurer who will respond to you within two weeks of their receipt of the complaint.

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.

t. 0800 023 4567

e. complaint.info@financial-ombudsman.org.uk

or in writing to,
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. If you do not comply with your duties and responsibilities we may not be liable to pay any claim under this insurance.

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.

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.

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 90 days of such incident.

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.

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 any part of a claim submitted by an insured person if unknown to the insured is false, fraudulent or contrived and influences the assessment of the claim any part of the claim pertaining to the insured person may be void but where any such fraud or contrivance is known by or made by the insured the any part of the claim pertaining to the insured or the entire policy may be void and no payment made under any section of this insurance. The policy may be cancelled immediately and a pro rata return of the annual premium refunded to the account of the person who paid the premium.

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.

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 in order to ensure there is no break in cover.

Details of how to pay are included within the renewal invitation.

Nautical Insurance Services Limited is the Data Controller.

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

Definitions: Certain words have specific meanings when they appear in this policy and your documentation. These meanings are shown below or in 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 (Hull and Machinery) 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 (Legal Liabilities) 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.

Barratry: Any wrongful act, wilfully committed without your knowledge or participation and to your prejudice by anyone on board using the vessel with your permission.

Crew/Crew Member: A person or persons assisting in the form of crew on the vessel who is not receiving any remuneration for same.

Cruising Limits: The geographical area within which we have agreed to insure the vessel. Coastal waters are defined as not exceeding 12 nautical miles off shore.

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 in the documentation or be the subject of a separate written notice.

Europe: European Union member states as well as Norway and Switzerland.

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

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 on the documentation 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.

Launch and Recover: The vessel is launched for use and removed from the water after use. When ashore or unmanned the keys must be removed.

Loss or Damage: Accidental damage caused by forcible, violent or external means.

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

Maximum Designed Speed: The maximum speed the vessel ought to be capable of attaining with the engines she is fitted with and without any modifications to increase that speed.

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.

Piracy: Robbery or hijacking committed aboard a boat whilst at sea.

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.

Racing: Any organised competitive events with a designated start and finish; speed tests or connected trials.

Racing Conditions: The vessel is deemed to be under racing conditions from the time of the 10 minute starters warning signal until 10 minutes after the time logged by the race organizers when the vessel passes through the finish line.

Recognised Mooring or Anchorage: Any mooring or anchorage noted within a Nautical Almanac or similar maritime publication.

Residential Use: The vessel is your permanent home.

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 (in use) and laid up (not in use) periods and state which terms of this insurance have been amended by agreement.

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.

Terrorism: The use or threat of violence or force, designed to influence the government or to intimidate the public, for the purpose of advancing a political, religious or ideological cause.

Total Loss/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 or where you have been deprived of possession due to the occurrence of an insured event which is covered by this insurance, provided you have not failed to provide security or to pay any fine or penalty in order to secure the release of the vessel. 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 documentation. It includes, where appropriate, the vessel's dinghies, tenders, outboard motors and any additional equipment which is separately valued and individually declared in the documentation.

We/Us/Our: Nautical Insurance Services Limited

You/Your: The persons or company named in the documentation 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.

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

You must keep the vessel in a seaworthy condition and to safeguard her against loss or damage. Insurance does not cover you for your failure to maintain the vessel so as to be fit for purpose.

The vessel will not be taken or navigated outside the cruising limits stated in the documentation.

The vessel will not be used for racing activities.

The vessel will only be used for your private pleasure purposes.

The vessel will 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.

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 her flag (or place of domicile if the vessel is unregistered) will be complied with.

If you knowingly provide false or misleading information as a means of obtaining insurance or when making a claim, this may invalidate the policy and could mean that part of any claim, or the entire claim may not be paid.

This policy is non-transferable.

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 detention, war, terrorism, civil war, revolution, insurrection, civil conflict or commotion.

You are covered 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 at sea 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
- ✓ outboard motors noted within the documentation directly caused by dropping off or falling overboard
- ✓ vessels not exceeding 30 feet or 9.14 metres in length while in transit by road, rail, air or ferry within the cruising limits stated on the documentation. In addition the following will apply:
 - 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
 - e. the trailer wheel clamp proviso (b) does not apply to any vessel whilst in the Channel Islands or Isle of Man as agreed within the documentation.

You are not covered in respect of the following:

- the policy excess stated within the documentation
- sails, awnings and protective covers, unless the loss or damage is directly caused by any one or more of the following:
 - heavy weather while sailing or correctly furled and secured
 - stranding
 - collision
 - impact
 - fire
- the engines or other machinery, electrical equipment, batteries or (in each case) their connections, unless directly caused:
 - by sinking or partial sinking of the vessel as a result of heavy weather
 - by stranding, collision or impact
 - while being removed from or placed aboard the vessel
 - by malicious acts
 - by fire, including while in store ashore
 - by theft of the entire vessel or of her dinghies or tenders
 - outboard motors by theft unless they are locked to the vessel or her dinghies or tenders and are fitted in addition to their normal method of attachment with a suitable anti-theft device which prevents securing bolts or clamps being undone
- theft of outboard motors unless the serial number has been safely recorded by you and retained away from the vessel
- 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
- a jet propulsion unit, as a result of ingestion of an underwater or floating object
- water gradually escaping from any fixed appliance or pipe
- 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
- dinghies or tenders with a maximum designed speed in excess of 17 knots
- moorings or consumable stores
- scratching, bruising, denting and chipping to vessels not exceeding 30 feet or 9.14 metres when in transit by road, rail, air, ferry or any liability to any third party caused by or arising from any accident occurring while 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

- the ordinary action of the wind and waves, ordinary leakage and breakage
- 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
- ordinary wear and tear, depreciation or gradual deterioration
- 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
- theft of the trailer, and any insured items attached to it, whilst unattended unless the trailer has been securely fastened by a manufactured wheel clamp
- a reduction in the vessel's market value following repair, or loss of value, warranty coverage or rating
- modification of the vessel or her engines 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
- damage sustained as a result of insufficient packing of items dispatched to or by repairers or suppliers

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 Hull Machinery Gear and Equipment as shown in the documentation.

In the event of loss or damage to outboard motors, we will pay the full amount specified in the documentation less double the excess shown in the documentation. The maximum excess deductible will not exceed £500.

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 policy excess. 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.

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.

Following any reported incident or modification to the vessel or her engines, 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 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) or Royal Institution of Naval Architects (RINA) or European equivalent.

NO CLAIMS BONUS

In the event of no claims arising under this policy, the same having been in force for 12 consecutive months the renewal premiums will be reduced as follows:-

If no claim arises in respect of 1 year	5%
If no claim arises in respect of 2 consecutive years	10%
If no claim arises in respect of 3 consecutive years	15%
If no claim arises in respect of 4 consecutive years	20%
If no claim arises in respect of 5 or more consecutive years	25%

- ✓ The no claims bonus will be fully protected up to a maximum of two claims in any one policy period. However, following a third or subsequent claim the no claims bonus will be reduced by one year's increment other than a total, constructive total loss or compromised total loss, when the entire bonus will be lost.

You are **not entitled** to no claims discount where:

- cover is limited to Section B Legal Liabilities only
- where the value of the vessel exceeds £500,000.

MEDICAL EXPENSES

- ✓ This insurance will refund any Doctors or Surgeons Fees limited to £2000 (or equivalent currency as per documentation) within any one policy period, for attendance upon the insured person(s), as the direct result of personal injuries caused by the insured vessel sinking, grounding or being in collision or on fire.

RETURN SAFE BENEFIT

Where your vessel exceeds 24' or 7.3 metres in length; is based in the United Kingdom, Channel Islands or Isle of Man and you have our prior written agreement that the vessel may cruise within Eire and/or Continental Coastal Waters from La Rochelle to River Elbe the Return Safe benefit will apply. If whilst cruising your vessel is involved in an incident resulting in the vessel being temporarily unfit for use for a period exceeding 7 days, cover is provided to a) return you and your crew to the United Kingdom, Channel Islands or Isle of Man or b) to contribute to the cost of temporary alternative accommodation within the locality of the incident. Or, if you or a member of your crew is injured leaving the vessel without sufficient working crew cover is provided to return you and your crew to the United Kingdom, Channel Islands or Isle of Man. The maximum amount payable will be £1,500 in all within any policy period. The policy excess will not apply to this benefit.

What you are covered for:

- ✓ travel costs for the safe return of you and your crew to the vessel's Agreed Location within the United Kingdom, Channel Islands or Isle of Man as shown on the documentation
- ✓ the cost of alternative accommodation for you and your crew whilst the vessel undergoes essential repairs to continue her voyage
- ✓ reimbursement of return travel or alternative accommodation costs up to a maximum of £1,500 in all in any policy period

What you are not covered for:

- any costs incurred without our prior consent
- any travel costs to and from temporary alternative local accommodation
- associated medical care or assistance
- food and drink
- any vessel participating in racing, under charter, hire or reward or without a permanent base in the United Kingdom, Channel Islands or Isle of Man
- any liability or expense arising from the actions of you or any member of your crew whilst on route to the United Kingdom, Channel Islands or Isle of Man or whilst in temporary alternative local accommodation
- the return of your vessel to the usual Agreed Location in the United Kingdom, Channel Islands or Isle of Man as shown on the documentation

You are covered up to the amount insured in respect of legal costs and other necessary expenses incurred by way of defending any claim made against you, including any costs or damages which are awarded against you in legal proceedings or which are agreed to be paid, including:

- ✓ your legal liability to pay damages or compensation which arises by reason of your interest in the vessel and out of an accident which directly causes:
- ✓ death, personal injury or illness to any person
- ✓ loss of or damage to any other vessel or property
- ✓ the legal liability of any crew member or other person using the vessel solely for private pleasure with your permission
- ✓ legal costs incurred in contesting liability or claiming against any third party, including representation at a coroner's inquest or official inquiry
- ✓ 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.

You are not covered for:

- the policy excess stated within the documentation
- any liability to you
- any liability to any paid crew member, workman or others employed in any connection with the vessel
- any liability to any person in charge or control of the vessel with your permission, or of such a person to you
- liability to passengers or crew engaged in any underwater sport or activity, from the time of leaving the vessel until safely within the vessel
- any liability to or incurred by any person being towed by the vessel, or while preparing to be towed by the vessel in connection with water-skiing, aquaplaning or any similar activity
- any liability arising while the vessel is in transit by road, rail, air or ferry
- liabilities resulting from any accident whilst the vessel is in the care, custody or control of any business, trade, profession or organisation
- any award of punitive or exemplary damages as punishment or financial loss imposed upon you by a court as a deterrent to you or any other similar person from repeating the course of action which gave rise to legal proceedings and where compensation to the injured party only is considered to be inadequate in comparison to the severity of the action
- legal costs which have been incurred without our written consent having first been obtained
- any liability or expense, including legal costs other than legal costs incurred in contesting liability or claiming against any third party, including representation at a coroner's inquest or official inquiry which you incur or are ordered to pay in any proceedings arising out of a breach of criminal law, whether or not the liability or expense would also give rise to a claim in civil law.

DEFINITION: Personal effects are defined as your personal possessions which do not form part of the vessel and are taken on board for personal use.

You are covered for:

- ✓ 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:

- the policy excess stated in the documentation
- wear and tear, gradual deterioration, damp, mould, mildew, moth or mechanical failure
- breakage of articles of a delicate nature, unless directly caused by the vessel being stranded, sunk, burnt, on fire, in collision, or by stress of weather, burglars or thieves
- items valued in excess of £300 (or equivalent currency as per documentation) unless specifically declared
- cash, currency, banknotes or travellers cheques or credit/debit cards
- passports, documents or licences
- water-skis or waterskiing gear and equipment, water toys or water toys gear and equipment, wetsuits, diving gear and equipment, fishing gear and equipment, mobile telephones, camcorders, jewellery, watches, photographic gear and equipment, musical instruments or items of fine art
- personal or lap-top computers, hand/pocket computers, computer games, game consoles and associated gear and equipment
- personal, portable audio/visual equipment
- spectacles and contact lenses
- hearing aids and associated equipment
- consumable stores
- pedal cycles or motorised modes of transport
- loss or damage unless the vessel has lockable storage
- theft from an unattended motor vehicle unless the vehicle was securely locked and the personal items hidden from view

This extension is only applicable if the insurance to which it is attached is in the name of an individual where the vessel is used solely for private pleasure use.

This insurance shall be for the same period as the insurance on the vessel as set out in the documentation.

This insurance shall remain in force provided the vessel to which the insurance is attached is within the cruising limits defined in the documentation.

DEFINITIONS:

Bodily Injury: An identifiable physical injury which is caused by an accident during the period of insurance which results in, your or your guest on board, permanent total disablement or death, solely and independently of any other cause (except illness directly resulting from medical or surgical treatment rendered necessary by such injury).

Loss of limb: Loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of a hand, arm or leg or foot.

Permanent Total Disablement: A condition which entirely prevents you or your guest on board from attending to their usual business or occupation which lasts continuously for twelve calendar months and at the end of that period in the opinion of our qualified medical practitioner is beyond improvement.

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

What you are covered for:

You are covered up to the amount insured under the schedule of compensation if you or your guests suffer bodily injury during the period of insurance while on board the vessel, including embarking or disembarking, within the cruising limits stated in the documentation, which results in your accidental death, loss of limb, loss of sight or permanent total disablement.

This insurance will cover the insured person(s) up to a maximum of 6 for bodily injury caused by an accident, or to the Executors or Administrators in the event of the death of the insured person(s) during the period of this insurance whilst on board, embarking or disembarking from the insured vessel and subject to the definitions, terms, conditions, limits and exclusions as set out below, and in the insurance to which this extension is attached.

You are covered up to the amount insured in respect of:

- ✓ accidental death, loss of limb or sight if such death or loss occurs within 12 months of the date of the accident
- ✓ permanent total disablement.

The maximum sum payable will not exceed 100% of the amount insured.

SCHEDULE OF COMPENSATION

Compensation shall not be payable under more than one of the items of this schedule of compensation in respect of the consequences of one accident to any one insured person.

The total sum payable under this insurance in respect of more than one accident to any one insured person shall not exceed £20,000 (or equivalent currency as per documentation). No more than two claims may be made under this insurance during the period of insurance.

Claims in respect of 1, 2, 3, 4, 5 and 6 shall only be considered when death or loss occurs within twelve months of the accident.

✓ 1. Death	£20,000
✓ 2. Total and irrecoverable loss of sight of both eyes	£20,000
✓ 3. Total and irrecoverable loss of sight of one eye	£10,000
✓ 4. Loss of one limb	£10,000
✓ 5. Loss of two limbs	£20,000
✓ 6. Total and irrecoverable loss of one limb	£10,000
✓ 7. Permanent Total Disablement [other than total and irrecoverable loss of sight of one or both eyes or loss of limb or limbs]	£20,000

- Compensation will not be paid for death or disablement as a direct or indirect result of:
 - war, invasion, acts of foreign enemies, hostilities (whether war will be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or cyber attack
 - contamination by radioactivity, chemical, biological, biochemical or electro magnetic weapons
 - suicide or attempted suicide or intentional self-injury or the insured person being in a state of insanity
 - deliberate exposure to exceptional danger (except in an attempt to save human life), or the insured's own criminal act
 - illness or disease
 - you abusing or having abused, or being under the influence of alcohol, drugs or controlled substances, other than drugs legally and appropriately prescribed by a qualified medical practitioner and properly used by you
 - Human Immune Deficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or any virus, complex or syndrome that is related to the foregoing or any sexually transmitted disease
 - your participation in any kind of race
 - using the vessel for hire or reward or any commercial activity

CONDITIONS WHICH APPLY TO PERSONAL ACCIDENT EXTENSION

Personal Accident Compensation shall not be payable for any person aged 80 years or over at the date of the accident.

Notice must be given to your insurance agent as soon as reasonably practicable of any accident which causes or may give rise to a claim within the meaning of this insurance.

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

If the consequences of any bodily injury are aggravated by any pre-existing condition which existed before the bodily injury occurred, the amount paid will be reduced to take account of any such condition. A pre-existing condition shall be any physical or mental condition, disability or infirmity for which you sought or received medical treatment or consultation at any time prior to the inception of this insurance.

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.

Any fraud or concealment or deliberate mis-statement by an insured person if unknown to you in relation to any matter affecting this insurance or in connection with the making of a claim under this insurance may render this insurance null and void insofar as it relates to the insured person in question but any such fraud, mis-statement or concealment by or known to you may render the whole insurance null and void and all claims hereunder may be forfeited.

The following clauses are all excluded unless cover under this insurance is extended accordingly, subject always to the conditions, terms and exclusions of this insurance.

A. RACING RISK CLAUSE

This insurance is extended to cover loss or damage to sails, masts, spars, standing and running rigging while the vessel is racing but subject to the following basis of settlement:

We will pay for the full cost of repair or replacement, including sails carried whether set or not, less a deduction for each year of age as specified below.

Up to	1 year			10%
Over	1 year	Up to	2 years	20%
Over	2 years	Up to	3 years	30%
Over	3 years	Up to	4 years	40%
Over	4 years			50%

The amount we shall pay will not exceed the value shown in the documentation for Hull, Machinery, Gear and Equipment.

The policy excess as shown under Section A in the documentation will apply to each and every occurrence or incident.

For the purpose of this clause you agree that no additional insurance will be placed to cover any part of the cost of repair or replacement of any item covered under this clause.

B. SPEEDBOAT CLAUSE

This insurance is extended to cover the vessel notwithstanding that her maximum designed speed exceeds 17 knots but subject to the following additional conditions and exclusions:

1. There is no cover for any loss of or damage to the vessel for any salvage services:
 - (a) caused by or arising from the vessel being stranded, sunk, swamped, fully immersed or breaking adrift while left moored or anchored unmanned in an exposed place
 - (b) arising while the vessel is participating in racing or speed tests or any trials for that purpose.
2. There is no cover for any loss or damage to the rudder, strut, shaft, bracket, propeller or (in the case of outboards or inboards/outboards) gears or casings caused by or resulting from:
 - (a) negligence or latent defect
 - (b) heavy weather, except where the loss or damage is directly caused by the vessel being fully immersed by heavy weather
 - (c) impact, other than with another vessel, pier or jetty.
3. If the vessel is fitted with inboard machinery there is no cover for any loss of or damage to the vessel or for any salvage services caused by or arising from fire or explosion unless the vessel is fitted in the engine room or engine space, tank space and galley with a fire extinguishing system which is automatically operated or which has controls at the steering position and is properly installed and maintained in efficient working order.
4. Where the maximum designed speed of the vessel's boats exceeds 17 knots and where this clause is incorporated into this insurance the above provision shall apply separately to each of such boats.

C. WATER-SKIING CLAUSE

This insurance is extended to cover your legal liability or that of any crew member or other person using the vessel solely for private pleasure with your permission to pay damages or compensation up to the amount stated in the documentation to any person being towed by the vessel or while preparing to be towed or after being towed in connection with water-skiing, aquaplaning or any similar activity and to any liability incurred by such a person while participating in such activity, but excluding any liability which you or any other person using the vessel may incur in respect of death, injury or illness of the other.

D WATER TOYS CLAUSE

This insurance is extended to cover your legal liability or that of any crew member or other person using the vessel solely for private pleasure with your permission to pay damages or compensation up to the amount stated in the documentation to any person being towed by the vessel or while preparing to be towed or after being towed in connection with the towing of manufactured water toys and to any liability incurred by such a person while participating in such activity providing:

- use is restricted to a maximum of two riders at any one time
- the riders must wear buoyancy aids whilst being towed
- the riders must wear head protection (high visibility and soft)
- manufacturers safety instructions and recommendations are complied with
- there are two competent people on board the towing vessel with one acting as lookout

The limit of indemnity for multiple riders is reduced proportionately any one incident or occurrence.

No claim under this extension shall be allowed in respect of:

- loss or damage to water toys
- water toys designed to be airborne
- sumo tubes
- liabilities whilst the water toy is being towed unladen except in the normal course of recovery
- any liability which you or any other person using the vessel may incur in respect of death, injury or illness of the other.

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 Terms of Business 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. Your insurance agent may also wish to charge a fee for their services.

CUSTOMER AND INSURER MONEY

We do not hold client money, but rely entirely on Risk Transfer, which means we collect and hold money as agent of the Insurer.

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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