



Insurance Booklet

Hull, Machinery & Liability to Third Parties



Thank you for choosing Insure4Boats.

Insure4Boats is a trading name of JRW Group Services Ltd which is authorised and regulated by the Financial Conduct Authority.

We have tried to make this document easy to read. However, **We** have still had to use some words that have a special meaning these are listed and explained in 'Definitions'. From now on wherever a word with a definition is used it will be printed in **bold** type.

The next few pages give **You** a summary of the main Policy benefits and terms and conditions, known as the Policy Summary (KeyFacts®) therefore does not contain the full terms which can be found further in this insurance booklet.

INSURE4BOATS SUMMARY

NAME OF THE UNDERWRITER

Certain Underwriters at Lloyds

TYPE OF INSURANCE AND COVER

This insurance can provide cover for the following. Please refer to **Your** insurance schedule for details of the cover applicable to **You** as the Insured Person:

- Section 1. Theft of Your Vessel
- Section 2. Accidental Loss or Damage to Your Vessel
- Section 3. Malicious Damage to Your Vessel
- Section 4. Salvage Charges
- Section 5. Liability to Third Parties

STANDARD FEATURES AND BENEFITS

- **You** shall maintain, and keep the insured **Vessel**, including any trailer, in a proper state of repair and **Seaworthiness** (and/or roadworthiness) and shall at all times exercise **Due Care and Diligence** in safeguarding it
- Cover shall only apply if the maximum designed speed of the insured **Vessel** is not more than 50knots
- Cover shall only apply if the overall length of the insured **Vessel** does not exceed 50ft unless used on inland waters only
- If the insured **Vessel** is over 40 years of age **You** must have in **Your** possession an out of water condition and valuation survey, carried out and completed within the last five years by an independent qualified marine surveyor

Section	Significant Features & Benefits	Significant or Unusual Exclusions or Limitations
Section 1 Theft	<ul style="list-style-type: none"> • Provides cover for theft or attempted theft of: <ul style="list-style-type: none"> ○ The insured Vessel ○ Hull, Machinery and Equipment ○ The Vessels trailer 	<ul style="list-style-type: none"> • Please see 'What is not covered' in the policy wording • Theft or attempted theft unless the such theft shows signs of Forcible and Violent Entry into the insured Vessel or locked place of storage or involves removal by force of items securely fastened to Your Vessel • Theft or attempted theft unless the trailer has been securely locked by a purpose manufactured hitchlock or alternative Anti-theft device • Outboard motors when left attached to the insured Vessel unless secured by a purpose manufactured outboard motor lock or alternative Anti-theft device and You have provided the serial number of Your outboard motor • Any Excess detailed in the insurance schedule

Section	Significant Features & Benefits	Significant or Unusual Exclusions or Limitations
Section 2 Accidental Damage	<ul style="list-style-type: none"> • Provides cover for Accidental loss or damage to the insured Vessel caused by: <ul style="list-style-type: none"> o Fire, explosion, collision, stranding, grounding and heavy weather o Loading, discharging and handling stores, equipment, machinery or fuel o Negligence 	<ul style="list-style-type: none"> • Please see 'What is not covered' in the policy wording • Damage caused by wear and tear, deterioration and depreciation from the use or breakdown of hull machinery and equipment • Insects, marine borers, barnacles, marine growth, vermin, fungi or molluscs • Loss or damage to Personal Effects unless show in Your policy schedule • Loss or damage whilst the Vessel is in transit by road unless shown in Your policy schedule • Loss or damage whilst the Vessel is outside of the Cruising Limits • Loss or damage whilst the Vessel is in use between 31st October and 31st March unless 'Winter Use' is shown in Your Policy Documents • Any Excess detailed in the insurance schedule
Section 3 Malicious Damage	<ul style="list-style-type: none"> • Provides cover for physical loss or damage to Your Vessel caused by any malicious act by any person which have been reported to the Police 	<ul style="list-style-type: none"> • Please see 'What is not covered' in the policy wording • Any damage caused by You or Your immediate family • Any loss or damage where a crime reference number has not been obtained • Any Excess detailed in the insurance schedule
Section 4 Salvage Charges	<ul style="list-style-type: none"> • Provides cover for all salvage, towage and assistance charges and expenses reasonably and necessarily incurred in preventing or minimising a loss that is, or would be covered under this policy • Provides cover for the expense of inspecting Your Vessel after grounding even if no damage is found 	<ul style="list-style-type: none"> • Any Excess detailed in the insurance schedule
Section 5 Liability to Third Parties.	<ul style="list-style-type: none"> • Provides cover for any sums You become legally liable to pay as a consequence of Accidental injury or death to any Third Party person or Accidental damage to Third Party property or damage to any other Vessel • Provides cover to any person in charge of Your Vessel with Your permission 	<ul style="list-style-type: none"> • Please see 'What is not covered' in the policy wording • Any liability to and/or of any employee, contractor, sub-contractor of a shipyard, yacht club, brokerage, marina, delivery company or any other similar organisation when working on or operating the insured Vessel • Any liability arraign from the road traffic act whilst the Vessel is in transit • Any liability to any person engaged in snorkelling diving or similar underwater sports • Any liability to any person being towed behind the Vessel on water-skis, wakeboards, donuts or bananas, or similar such activities unless show in the policy schedule • Any Excess detailed in the insurance schedule

PERIOD OF INSURANCE

The period of insurance as stated in **Your** insurance schedule.

YOUR RIGHT TO CANCEL

If **You** decide that for any reason, this policy does not meet **Your** insurance needs then please return it to insure4boats within 14 days of issue. On condition that no claims have been made or are pending, a full refund will be available.

There after **You** may cancel the Policy at any time by informing insure4boats provided **You** have not made a claim **You** may be entitled to a partial return of **Your** premium less an administration fee of £25.00.

OUR RIGHT TO CANCEL

The insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days' notice to **Your** last known address. Provided the premium has been paid in full **You** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

MAKING OR REPORTING A CLAIM

Should **You** need to make a claim or report an incident that could give rise to a claim under this insurance please contact:

Email: ctayachts@ctplc.com

Post: insure4boats Claims Department, Charles Taylor Adjusting, 12-13 Essex Street, London, WC2R 3AA

Telephone: +44 (0)800 997 8986

OUR COMPLAINTS PROCEDURE

We are proud of the service that **We** provide and of our careful selection of intermediaries **We** trust to service the policy. Occasionally, things may go wrong and if this happens **We** have a procedure in place to fully investigate **Your** complaint and where appropriate, to make changes to prevent a recurrence.

- If **You** are unhappy with any element of the cover **We** provide or any aspect of **Our** service or have a cause for complaint, please, in the first instance, contact insure4boats
- If in the unlikely event that **Your** concerns have not been resolved, please contact **Your Insurers** at Argocomplaints@argo-global.com
- If **You** still have cause for complaint then please refer the matter to the Policyholder and Market Assistance, Market Services, Lloyd's of London, One Lime Street, London, EC3M 7HA on 020 7237 5693
- Complaints that still cannot be resolved may be referred to the Financial Ombudsmen Service (FOS), Exchange Tower, Harbour Exchange Square, London, E14 9SR on 0300 1239 123

YOUR RIGHTS

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

INSURE4BOATS POLICY WORDING

Effected on behalf of Certain underwriters at Lloyd's by JRW Group Services Ltd, The Royals, Altrincham Road, Manchester M22 4BJ.

This is to certify that in accordance with the authorisation granted under the contract (the number of which is specified in the insurance schedule) to the undersigned by Certain Underwriters at Lloyd's, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said contract which bears the Seal of Lloyd's Policy Signing Office and in consideration of the payment of the premium which forms part of the premium specified in the insurance schedule, the said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall become void and all claim hereunder shall be forfeited.

In witness whereof this insurance has been signed at the place stated and on the date specified in the insurance schedule by JRW Group Services Ltd.



.....
 Authorised Signatory
 JRW Group Services Ltd

JRW Group Services Ltd is authorised and regulated by the Financial Conduct Authority in respect of insurance mediation activities.

INTRODUCTION

This part of the document provides details of **Your** policy and the terms and conditions that apply. The policy is a legal contract between **You** and **Us**. The policy wording and schedule make one document and must be read together. Please keep them together.

The contract is based on the information **You** gave **Us** when **You** applied for the insurance.

Your policy is in two parts – this policy wording and the schedule

Policy	Schedule
<ul style="list-style-type: none"> Exactly what is covered and what isn't How to make a claim and how We will settle that claim Our obligations to You The terms and conditions you must comply with 	<ul style="list-style-type: none"> The sections of the policy that apply to you and the dates from which cover is in force The various limits and sums insured that apply to Your cover Any special terms that apply to Your policy Your Premium Your policy number

Our part of the contract is that **We** will provide the cover set out in this policy wording:

- For those sections which are shown on **Your** policy schedule
- For the insurance period set out on the same schedule

Your part of the contract is:

- You** must pay the premium as shown on **Your** schedule for each insurance period
- You** must comply with all the terms and conditions set out in this policy

If **You** do not meet **Your** part of the contract, **We** may turn down a claim, increase the premium or **You** may find that **You** do not have any cover.

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IMPORTANT FEATURES:

Insurance Booklet: You should read this document carefully in conjunction with the insurance schedule. It gives details of what is and is not covered by the Insurance and the Conditions and Exclusions of the cover.

Conditions and Exclusions: Conditions and exclusions will apply to individual sections of the Insurance while general exclusions and conditions will apply to the whole insurance.

Limits: All sections have limits on the amount **We** will pay under that section. Some sections also include inner limits.

Excesses: Claims under certain sections may be subject to an **Excess**. Where there is an **Excess**, **You** will be responsible for paying the first part of a claim.

Reasonable Care: **You** are required to take all reasonable care to protect yourself and **Your** property and to act as though **You** are not insured.

Complaints: This insurance includes a complaints procedure which tells **You** what steps **You** can take if **You** wish to make a complaint.

'Cooling Off' Period: This Insurance Booklet contains a 'cooling off' period, which allows **You** to return it if **You** have justifiable reason to be dissatisfied with the cover provided.

This is an Agreed Value Policy: The sum insured shown in **Your Policy Documents** represents the value of **Your Vessel** as declared by **You**

PLEASE READ THESE FEATURES, YOUR INSURANCE SCHEDULE AND THE WHOLE OF THIS DOCUMENT CAREFULLY.

If the insurance does not meet **Your** requirements please return it.

DETAILS OF COVER

This is an **Agreed Value** policy. The sum insured shown in **Your Policy Documents** represents the value of **Your Vessel** as declared by **You**.

Where **You** have paid the appropriate premium and **Hull, Machinery and Equipment** cover is shown in **Your Policy Documents**, **You** are covered for:

- Theft of **Your Vessel**
- **Accidental** Loss or Damage to **Your Vessel**
- Malicious Damage to **Your Vessel**
- Salvage charges
- Liability to Third Parties

DEFINITIONS

Accident/Accidental

An external, sudden, unexpected, un-planned unusual specific event occurring at a definable time and place

Agreed Value

The sum insured shown in **Your Policy Documents** which represents the value of your **Vessel** as declared by **You**

Anti-theft device

A device sold and marketed as a secure way of preventing theft, including, but not limited to:

- Hitchlock - A device specifically designed, sold and marketed to prevent a trailer being hitched to or unhitched from a towing vehicle. This must cover the bolts securing the tow hitch to the trailer chassis
- Outboard Motor Lock - A device specifically designed, sold and marketed as a secure method to prevent theft of the outboard motor
- Wheel Clamp - A device that is specifically designed, sold and marketed to prevent a wheel being turned or removed

Actual and Constructive Total Loss

Where the **Vessel** is completely lost, destroyed, damaged or where the cost of replacement or repair of the **Vessel** exceeds the sum insured, as detailed in the **Policy Documents**

Bodily Injury

Identifiable physical injury or death (but excluding all non-physical complaints)

Contents

Items which are kept on a **Houseboat** of a personal nature that you own and that would not normally be sold with the vessel

Due Care and Diligence

The degree of care with which a prudent uninsured owner could reasonably be expected to exercise in relation to the ownership, use and care of the **Vessel**

Endorsement

Any terms and conditions made separately to the terms of the policy and specified in **Your Policy Documents**

Excess

The amount that you must bear as the first part of any agreed claim as specified in **Your Policy Documents**

Forcible and Violent Entry or Removal

Evidence of visible damage to the vessel and/or place of storage

Houseboat

Any narrowboat or inland craft used for **Your** permanent occupation

Hull, Machinery and Equipment

Including, but not limited to the hull, machinery, main/auxiliary engines, outboard motors, gear, gearbox, starter motors, alternators, electrical and mechanical equipment, cables, fittings, hydraulics, piping and fittings, boilers, shafts/propellers, exhaust, generators, air conditioning systems, pumps, tanks, water makers sails and rigging, that are specified that are part of the original purchase of the **Vessel**. This does not include **Personal Effects** or **Contents**

Laid-Up

The period noted in the **Policy Documents** when the **Vessel(s)** must not be used for any purpose except for the purpose of carrying out minor maintenance and repairs

Latent Defect

A hidden flaw, weakness or imperfection in the design, manufacture or build of the **Vessel** that is not discoverable upon inspection by a competent person

Cruising Limits

The geographic area as shown in the **Policy Documents**

Personal Effects

Items of a personal nature that you own and use specifically for the **Vessel** that would not normally be sold with the **Vessel**

Policy Documents

The documents issued by **Us** to **You** to include an insurance schedule, certificate and policy wording and any other documents that detail matters of policy cover, exclusions, limitations, and Endorsements

Reasonable Cost

The cost which would be paid by a prudent uninsured. It does not include any premium incurred in order to have the repairs or any other work effected on an accelerated basis

Seaworthy/Seaworthiness

Your Vessel and her **Hull, Machinery and Equipment** is maintained in such condition that the **Vessel** is able to manage the perils of the seas, and other areas of operation, and is at all times suitably moored, equipped and provisioned

Small Open Motor Boat

A vessel less than 20ft in length with no cabin or cuddy and propelled using an outboard motor manufactured from aluminium shell or fibreglass

Third Party

A person who makes a claim against anyone insured by this insurance

You/Your/Yours

The insured person/persons named in the **Policy Documents** who/whom is/are a United Kingdom resident any other person whilst aboard the named **Vessel** with **Your** permission

Vessel(s)

The **Vessel** named in the **Policy Documents** to include her **Hull, Machinery and Equipment** and the **Vessels** tender and road trailer

We/Us/Our(s)

The Administrator and Insurer, Argo Managing Agency Ltd as authorised and regulated by the Financial Conduct Authority



SECTION 1 - THEFT OF YOUR VESSEL

Provides cover for theft of attempted theft to the insured **Vessel, Hull, Machinery and Equipment** and the **Vessels** trailer.

What is covered:

- Theft, or attempted theft, of the insured **Vessel**
- Theft, or attempted theft, of **Hull, Machinery and Equipment** from the insured **Vessel** or from a locked storage place ashore
- Theft, or attempted theft, of the **Vessels** trailer, when left unattended

What is not covered:

- Any applicable **Excess**
- Theft or attempted theft unless the loss shows evidence of forcible and violent entry into insured **Vessel** or locked storage place or involves removal by force of item(s) securely fastened to **Your Vessel**
- Theft or attempted theft unless the **Vessel's** trailer has been fitted with, and securely locked by, a purpose manufactured Hitchlock or alternative **Anti-theft device**
- Theft or attempted theft of outboard motors left attached to the insured **Vessel**, unless they are secured by a purpose manufactured outboard motor lock or alternative **Anti-theft device**
- Theft of outboard motors unless **You** have provided the serial number of **Your** outboard motor
- Theft or attempted theft of tenders, (or other similar boats or dinghies), unless they are permanently marked with the name of the parent **Vessel**, or other identifiable mark
- **Personal Effects**, unless shown in **Your Policy Documents** whilst ashore or at **Your** residence, in transit or recoverable under any other policy of insurance

SECTION 2 – ACCIDENTAL LOSS OR DAMAGE TO YOUR VESSEL

Provides cover for **Accidental** loss or damage to the insured **Vessel**.

What is covered:

We agree to pay for, replace or make good loss of, or damage to, **Your Vessel** as a consequence of:

- Accidents arising from fire, explosion, collision, stranding, grounding and heavy weather
- Accidents in loading, discharging and handling stores, equipment, machinery, or fuel
- Negligence, excluding:
 - i) the cost of making good any defect in repair, maintenance or alteration carried out for **Your** account resulting from either negligence or breach of contract
 - ii) the cost and expense of remedying a fault or error in design or construction or attributable to betterment or alteration in design or construction

Furthermore:

- **We** will pay no more than the amount shown in **Your Policy Documents** in the event of an **Actual and Constructive Total Loss**, or other loss or damage where the repair and or replacement and or recovery costs exceed this amount
- In the event of partial loss or damage **We** will pay the **Reasonable Cost** of repairing or reinstating the damaged or lost part, but not exceeding the amount shown in **Your Policy Documents**
- In the event of loss or damage to the following, **We** reserve the right to apply deductions in respect of age and wear and tear:
 - i) running and standing rigging
 - ii) sails
 - iii) outboard motors
 - iv) inboard motors, and their connections
 - v) protective covers and canopies

What is not covered:

- Any applicable **Excess**
- Wear and tear, deterioration and depreciation from use or breakdown of **Hull, Machinery and Equipment**
- Insects, marine borers, barnacles, marine growth, vermin, fungi or molluscs;
- Corrosion, rot, rust, mildew, dampness, weathering, electrolysis, osmosis
- Freezing or frost damage unless shown in **Your Policy Documents**
- Loss or damage of **Personal Effects**, unless shown in **Your Policy Documents**
- The costs of repairing or replacing any defective part condemned solely in consequence of a **Latent Defect** or error in design or construction
- Loss or damage to the **Vessel** caused by the accumulation of rainwater, snow or by incursion into water, unless unforeseen and **Accidental**
- The loss in value of the **Vessel** as a result of damage and repair
- The cost of making good any defective workmanship
- Loss or damage whilst the **Vessel** is in transit by road unless shown in **Your Policy Documents**
- Loss of damage, whilst the **Vessel** is in use outside the **Cruising Limits**
- Loss or damage when the vessel is in use during the **Laid Up** period between 31st October and 31st March, unless Winter use shown in **Your Policy Documents**

SECTION 3 – MALICIOUS DAMAGE

Provides cover for physical loss or damage to **Your Vessel** caused by any malicious act by any person which have been reported to the Police.

What is covered:

We will cover **You** for physical loss or damage to **Your Vessel** caused by any malicious act by any person which has been reported to the Police and for which a crime reference number has been obtained.

What is not covered:

- Any applicable **Excess**
- Any loss or damage caused by **You** or **Your** immediate family
- Any loss of damage where a crime reference number has not been obtained



SECTION 4 - SALVAGE CHARGES

What is covered:

- **We** will pay all salvage, towage and assistance charges and expenses reasonably and necessarily incurred in preventing or minimising a loss that is, or would be recoverable under this policy
- **We** shall also pay the expense of inspecting **Your Vessel** after grounding (even if no damage is found)



SECTION 5 - LIABILITY TO THIRD PARTIES

What is covered:

- **We** will provide cover for any sums **You** become legally liable to pay as a consequence of the death and/or **Bodily Injury** to persons, or damage to property or damage to any other **Vessel**, up to the amount shown in **Your Policy Documents**
- Any legal costs incurred in settling or defending any civil claim providing **We** have given written consent
- Any expenses **You** occur as a consequence of attending at an official enquiry, Inquest or similar such occasion, provided that **We** have given our written consent
- **We** will also provide cover, subject to the policy terms and exclusions, to any person in charge of **Your Vessel** with **Your** permission

What is not covered:

- **Your** legal liabilities to, and/or of, anyone operating or working upon the **Vessel** who is an employee and or a contractor and or sub-contractor of a shipyard, yacht club, brokerage, marina, delivery company or any other similar organisation
- Any liabilities arising from the Road Traffic Act, whilst the **Vessel** is in transit
- Any liability to any persons being towed behind the **Vessel** on water-skis, wakeboards, donuts or bananas, or similar such activity, unless shown in **Your Policy Documents**
- Any liabilities to any person being towed, or preparing to be towed, by **Your Vessel** for the purpose of parasailing, parascending or parakiting, or similar sports, unless shown in **Your Policy Documents**
- Any liabilities to any person engaged in snorkelling, diving or similar underwater sports
- The legal costs of defending any criminal prosecution
- The payment of any fines or other punitive damages
- Claims arising from **Your** reckless actions, or from the wilful misconduct or those to whom this policy may extend
- Any liability arising out of a contract

GENERAL EXCLUSIONS

We shall not be liable for:

- Any claims whilst **Your Vessel** is let out on hire or charter or for any other financial reward other than private purposes
- Any claims whilst **Your Vessel** is under construction or refit
- Any claims for **Personal Effects** or **Contents** unless shown in your **Policy Documents**
- Any loss or damage to consumable stores, fishing gear or moorings
- Any loss or damage occurring whilst **Your Vessel** is left afloat when unattended, unless at the moored location shown in **Your Policy Documents** this exclusion does not apply to narrowboats & inland craft
- Any claims for loss and damage whilst the **Vessel** is used for racing unless shown in **Your Policy Documents**
- Any claims for loss or damage whilst the **Vessel** is used for speed tests or trials
- The first **Excess** of any claim
- Any claim arising from war or terrorism unless shown in **Your Policy Documents**
- Any claim arising from the capture, seizure, civil disturbance, restraint or detainment of the **Vessel**, unless shown in **Your Policy Documents** this exclusion does not apply to narrowboats and inland craft
- Any claim for loss or damage to the **Vessel** due to ionising radiation, radioactivity, nuclear fuel or from any nuclear waste or nuclear equipment
- Any claim for loss or damage to the **Vessel** due to chemical, biological, bio-chemical or electromagnetic weapons
- Any loss or damage to the **Vessel** resulting from a computer, computer system, computer software programme, computer virus or process, or any other electronic system used for causing harm or damage
- Any claim for loss, destruction or damage to the **Vessel** occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- Any claims for loss or damage caused by **You**, or by the person in charge of the **Vessel** being under the influence of alcohol or drugs
- Any claims for loss or damage arising if the **Vessel** is towing another **Vessel** or being towed by another **Vessel** except in an emergency
- Any loss or damage to the **Vessel** caused by leaks, or other release of water, from plumbing units and/or other onboard water systems, unless designed, installed, or repaired by a suitably qualified and experienced person
- Any claims resulting from the **Vessel** being left moored, anchored or left unattended off an exposed beach, shore, or seaward of the high tide mark
- Any claim for loss of damage whilst the **Vessel** is being used outside the **Cruising Limits** shown in the schedule

SANCTION LIMITATION AND EXCLUSION CLAUSE

The Underwriters shall not provide cover nor shall they 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 the Underwriters to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations

GENERAL CONDITIONS:

These are the conditions of the insurance **You** will need to meet as part of this contract. If **You** do not a claim may be rejected or payment could be reduced. In some circumstances **Your** policy be invalid.

- **You** shall maintain, and keep the insured **Vessel**, including any trailer, in a proper state of repair and **Seaworthiness** (and/or roadworthiness) and shall at all times exercise **Due Care and Diligence** in safeguarding it
- When the insured **Vessel** is under way there will be a suitably experienced person on board, and in charge
- The maximum designed speed of the insured **Vessel** is not more than 50 knots
- The insured **Vessel** is professionally built and has not undergone any significant structural alterations or additions
- The insured **Vessel** is manufactured from fibreglass, aluminium, wood or steel only
- The insured **Vessel** is not more than 50 years old at inception of the policy or in respect of wooden vessels 10 years. This clause does not apply to **Small Open Motor Boats**
- The overall length of the insured **Vessel** does not exceed 50ft unless used on inland waters
- Any fire extinguishers or fire suppression systems on the insured **Vessel** are adequate and suitable for the use intended, are maintained within a serviceable date and are kept in efficient working order at all times as per manufacturers guidelines
- If **Your Vessel** has gas appliances, they are to be self-contained in a draining locker which drains overboard. The delivery tubing must conform to British Standards and the gas bottles are to be securely fixed
- The insured **Vessel** complies with all relevant regulations
- Single handed sailing is permitted (in the hours of daylight only), unless the **Vessel** has an overall length in excess 26ft
- Any insured **Vessel** which has an overall length in excess 26ft must have a minimum of two suitably experienced crew on board at all times whilst underway. This condition does not apply to **Narrowboats**
- For **Vessels** used on inland waters a current Canal and River Trust or Environment Agency Licence, or the equivalent licence from the local Navigation Authority, and a current Boat Safety Certificate is obtained
- Survey Clause

If the insured **Vessel** is over 40 years of age **You** must have in **Your** possession an out of water condition and valuation survey, carried out and completed within the last five years by an independent qualified marine surveyor

- Any surveyor recommendations made must be complied with
- If **Your Vessel** is a sail yacht the survey must also include a full inspection of the mast, spars, sails and rigging
- If **Your Vessel** has an engine(s) this must include a full inspection

This clause does not apply to **Small Open Motor Boats**

- Mooring Clause

We will cover **Your Vessel** whilst left afloat providing is berthed on a pontoon, trot, swinging mooring or piles in a recognised, professionally run marina or equivalent or ashore. Trot, swing, pile or pontoon moorings are only acceptable in England but excluding the following locations:

- Thames Estuary between Two Tree Island and Shoeburyness
- Portland Outer Harbour
- Brixham Outer Harbour
- Swanage & Seaview

Any trot, swinging mooring or piles must be professionally laid and maintained and serviced annually

However, for any **Vessels** kept in Wales, Northern Ireland or Scotland **We** can only cover if kept at a professionally run marina or ashore

- No Claims Bonus Clause

In the event of this Insurance having been in force for the total period of twelve consecutive months (including a commission period of not less than four months) and being renewed at the end thereof for a further period of twelve months then if upon such renewal there shall have been, or shall be, no claim paid or outstanding hereunder **You** shall be entitled upon such renewal to a Bonus of

5%	If no claim paid or outstanding after one consecutive years' Insurance
10%	If no claim paid or outstanding after two consecutive years' Insurance
15%	If no claim paid or outstanding after three or more consecutive years' Insurance
20%	If no claim paid or outstanding after four or more consecutive years' Insurance
25%	If no claim paid or outstanding after four or more consecutive years' Insurance

CLAIMS

If you have had an accident for which you want to make a claim under your insurance policy, this document will provide you with some important facts about what to do next.

Please notify us immediately of the loss, and in any event, within 30 days of its occurrence.

If anyone has been injured, **You** should prioritise their treatment ahead of other matters.

Please take necessary reasonable steps to mitigate the loss, and protect any damage from deteriorating, but do not commence any repairs until you have received permission to do so as a surveyor may need to inspect the damage prior to repairs commencing.

Do not admit liability if you have been involved in a collision with a third party.

Theft or malicious damage claims must be reported to the Police and the Crime Number noted.

If towage or salvage are required, please agree a realistic fixed price prior to acceptance.

Only the loss or damage caused by the incident for which you are claiming is covered by your policy.

Please take care not to:

- Make any false statement in support of your claim.
- Overestimate your claim.
- Include in your claim any items that were not lost or damaged in the incident.

Do be aware that attempting to mislead **Your** insurers over any part of **Your** claim may prejudice **Your** entire claim under the policy.

It may be necessary to appoint an independent surveyor to determine the nature cause and extent of the damage to **Your** boat, and the most effective method of repair. He will not have any authority to agree **Your** claim, or comment on policy coverage.

The surveyor will contact **You** to arrange a convenient time to inspect **Your** boat, and **We** would prefer **You** to be present at that first inspection.

Although the surveyor is representing **Your** insurers, he may be able to offer **You** advice based on his knowledge of local repair facilities.

The vessel is **Your** asset and **Your** responsibility at all times, so **You** will need to obtain estimates and manage the repair process. If **You** cannot get identical replacement items due to obsolescence, get estimates for current models of an equivalent standard and specification.

If **You** wish to take the opportunity of **Your** boat being in for repair to have other work done, or to upgrade any damaged equipment please ensure that **You** mark this clearly on any estimates and invoices, and agree with us first what part of the costs will be paid by **You**.

If repairs are delayed for any reason outside the control of **Your** insurers, the insurers will not be liable for any resultant increase in costs.

If **You** believe someone else is responsible for the damage to **Your** boat **You** have two options;

1. Claim off the other party.

Write to the person who caused the damage holding them responsible.

If they are insured, their insurers should settle **Your** claim directly with **You**, and **You** may also be able to claim for any out of pocket expenses **You** have incurred as a result of the incident.

2. Claim off **Your** insurance policy.

If the incident is covered under **Your** own hull insurance policy, **You** may claim off that.

Your policy excess, and any other applicable deductions, will be applied to any payments the insurers make, even if the incident was not **Your** fault.

Your insurers may try to recover their costs from the other party or their insurers, and they may agree to include any out of pocket expenses **You** have incurred, together with **Your** policy **Excess**. These are termed **Your** 'uninsured losses'.

To the extent that the recovery action is successful, a proportion of **Your** policy excess and any other 'uninsured losses' can be refunded to **You**.

Your insurers are not obliged to attempt a recovery and may decide not to do so if there is little chance of success or if the cost of the recovery action is disproportionate to the amount which would be recovered.

Email: ctayachts@ctplc.com

Post: Insure4Boats Claims Department, 12-13 Essex Street, London, WC2R 3AA

Telephone: +44 (0)800 997 8986

CANCELLATION

Your right to cancel:

If **You** decide that for any reason, this policy does not meet **Your** insurance needs then please return it to insure4boats within 14 days of issue. On the condition that no claims have been made or are pending, a full refund will be available.

There after **You** may cancel the policy at any time by informing insure4boats provided **You** have not made a claim **You** may be entitled to a partial return of **Your** premium less an administration fee of £25.00.

Our right to cancel:

The Insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with Policy terms and conditions

Provided the premium has been paid in full **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

GOVERNING LAW

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the UK in which **Your** main residence is situated.

DATA PROTECTION ACT 1998

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

COMPLAINTS

We are committed to going the extra mile for **Our** customers. If **You** believe that **We** have not delivered the service **You** expected, **We** want to hear from **You** so that **We** can try to put things right. **We** take all complaints seriously and following the steps below will help **Us** understand **Your** concerns and give **You** a fair response.

If **You** are unhappy with any element of the cover **We** provide or any aspect of **Our** service or have a cause for complaint, please, in the first instance, contact Insure4Boats.

- If **You** are unhappy with any element of the cover **We** provide or any aspect of **Our** service or have a cause for complaint, please, in the first instance, contact insure4boats.
- If in the unlikely event that **Your** concerns have not been resolved, please contact **Your Insurers** at Argocomplaints@argo-global.com
- If **You** still have cause for complaint then please refer the matter to the Policyholder and Market Assistance, Market Services, Lloyd's of London, One Lime Street, London, EC3M 7HA on 020 7237 5693
- Complaints that still cannot be resolved may be referred to the Financial Ombudsmen Service (FOS), Exchange Tower, Harbour Exchange Square, London, E14 9SR on 0300 1239 123.





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