



Insurance Booklet

Contents



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 CONTENTS 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. Vessel Contents

Section 2. Public Liability

STANDARD FEATURES AND BENEFITS

Section	Significant Features & Benefits	Significant or Unusual Exclusions or Limitations
Section 1 Vessel Contents	<ul style="list-style-type: none"> Provides cover for theft, accidental loss or damage of Your vessels contents Loss or damage resulting from fire and/or explosion, acts of piracy or acts of vandalism Alternative accommodation costs up to 10% or £1000 per incident whichever is the highest Cost of replacing food or hiring another fridge or freezer up to value of £350 	<ul style="list-style-type: none"> Please see 'What is not covered' in the policy wording Any applicable excess Loss or damage to fishing, diving, skiing, or sports equipment when in use Accidental damage to any bicycles unless damage results in a total loss or constructive total loss of the bicycles Theft or attempted theft of contents from the vessel, locker or locked cabin unless there is evidence of forcible and/or violent entry or exit
Section 2 Public Liability	<ul style="list-style-type: none"> We will indemnify You, as a private individual, up to the limit stated in the certificate of insurance (which is inclusive of all costs and expenses) against legal liability for accidental: <ul style="list-style-type: none"> Mental injury, death, disease or bodily injury to any person Damage to property belonging to others 	<ul style="list-style-type: none"> Liability to any of Your employees Any property belonging to You or in Your care, custody or control

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 **You** 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

Telephone: +44 (0)800 997 8986

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

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 CONTENTS 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.

A handwritten signature in black ink, appearing to be "JRW", written over a dotted line.

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.

CONTENTS

Section	Page numbers
Welcome	2
Policy Wording	4
Introduction	5
Important Features	7
Definitions	8
Section 1 - Vessel Contents	9
Section 2 - Public Liability	11
General Exclusions	12
General Conditions	13
Claims	14
Cancellation	15
Complaints	16

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.

DEFINITIONS

Contents

Items of a personal nature that **You** own and that would not normally be sold with the **Vessel**. It does not include any living creature, consumables, computer software, programs or data, motorised vehicles or motorised bicycles.

Sold Secure

A nominated lock which is specified in the '**Sold Secure**' list of bicycle locks

You/Your

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 **Your Contents**

We/Us/Our(s)

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

SECTION 1 – VESSEL CONTENTS

Provides cover for theft, accidental loss or damage to the insured **Contents** of the **Vessel**.

What is covered:

Where **You** have paid the appropriate premium and Boat **Contents** cover is shown on **Your** certificate of insurance; **We** agree to pay for repair or replacement of **Your Contents** up to the amount shown in the certificate of insurance following:

1. Accidental loss or damage
2. Theft
3. Fire and/or explosion
4. Acts of piracy
5. Acts of vandalism

The following single article limits are applicable unless otherwise agreed by **Us**:

Any one item	£1000
Portable electronic equipment	£500
Mobile Phones	£100
Bicycles	£250

Unless in the case of a total loss or constructive total loss **We** may reduce the amount **We** pay if repairing or replacing would restore the following items to a better condition than prior to the loss or damage:

- Clothing
- Items over 5 years old (excluding jewellery)

You are also covered for:

1. Alternative accommodation costs up to 10% of the **Contents** sum insured or £1,000 per incident, whichever is the highest, provided the loss or damage itself is covered under the terms of **Your** policy
2. The cost of replacement locks and keys for **Your Vessel** up to a maximum of £500 per incident, as a result of:
 - a. Loss or theft of keys while away from **Your Vessel**; or,
 - b. Loss or damage covered by this insurance
3. The cost of replacing food and of hiring another fridge or freezer temporarily up to a combined maximum of £350 per incident, provided the loss or damage is not due to:
 - a. An electricity or gas supplier deliberately cutting off or reducing the supply to the **Vessel**; or
 - b. Neglect by **You** or anyone living on the **Vessel**
4. Theft or accidental loss of money and unauthorised use of credit cards following theft or accidental loss up to £250 in total, provided that it is reported to the police or credit card company within 24 hours of discovery

What is not covered:

1. Any applicable excess
2. Loss or damage caused by wear and tear, wet or dry rot, damp, mould or mildew, atmospheric conditions, frost, insects, vermin, fungus, domestic pet, or any gradually operating cause
3. Loss or damage as a result of any criminal or deliberate act by **You** or any person living on the **Vessel** including theft and attempted theft
4. Loss or damage as a result of cleaning, repairing, alteration or restoration
5. Loss or damage as a result of mechanical breakdown or electrical failure of **Your Contents**
6. Loss or damage to fishing, diving, skiing or sports equipment when in use
7. Loss or damage to any equipment used for business purposes
8. Loss or damage to deeds, bonds, cheques or any other financial securities
9. Property more specifically insured elsewhere
10. Accidental damage to any bicycles unless any damage results in a total loss or constructive total loss of the bicycle
11. Theft of bicycles unless they are
 - a. Secured to an immovable object by a **Sold Secure** bicycle lock

- b. Secured to the **Vessel** by a **Sold Secure** bicycle lock
 - c. Kept inside the **Vessel** or a locked place of storage, all necessary protection is in operation and there is evidence of forcible and/or violent entry or exit
12. Theft or attempted theft of **Contents** from the **Vessel**, locker or locked cabin unless there is evidence of forcible and/or violent entry or exit when the vessel is unattended
13. Theft of items of jewellery or watches valued over £1,000 unless:
- a. Being worn or carried by **You**
 - b. Being kept in a room where **You** are present or
 - c. Locked in a safe
14. Theft of any portable electronic items whilst away from the **Vessel** unless there is evidence of forcible and/or violent entry or exit to any locked place of storage, building or vehicle
15. Unauthorised use of credit cards following accidental loss or theft where **Your** credit card company have agreed to reimburse the loss to **You**
16. Replacement of any matching parts, sets, suits or collections that were not lost, stolen, or damaged at the same time
17. Loss or damage as a result of:
- a. Theft or attempted theft
 - b. Vandalism or
 - c. Escape of water or oil from pipes or tanks
- If **Your Vessel** is unoccupied for a period of 45 days or more at any one time

SECTION 2 - PUBLIC LIABILITY

What is covered:

We will indemnify **You**, as a private individual, up to the limit stated in the certificate of insurance (which is inclusive of all costs and expenses) against legal liability for accidental:

1. Mental injury, death, disease or bodily injury to any person
2. Damage to property belonging to others

What is not covered:

1. Liability to any of **Your** employees
2. Any property belonging to **You** or in **Your** care, custody or control
3. Death or injury to **You**
4. Liability arising from Acquired Immune Deficiency syndrome (AIDS) or its pathogenic agents
5. The legal costs of defending any criminal or violent act
6. Liability directly or indirectly resulting from the pursuit of trade, business or profession
7. Any liability arising from a contract or agreement unless **You** would have been liable in the absence of such contract or agreement
8. Liability arising out of the use, ownership, maintenance, operation, preparation or use by or on behalf of the insured of:
 - a. Any aircraft or hovercraft
 - b. Any watercraft or **Vessel**
 - c. Any motorised vehicle or horse drawn vehicle other than domestic gardening equipment
 - d. Any power operated lift
 - e. Any animal other than cats, horses or dogs which are designated as dangerous under the Dangerous Dogs Act 1991
9. Liability arising out of the use, ownership, occupation or use of any land or building other than detached domestic outbuildings or garages adjacent to the **Vessel**
10. Liability where **You** are entitled to indemnity from another more specific source

GENERAL EXCLUSIONS

We shall not be liable for:

1. Any claims whilst **Your Vessel** is let out on hire or charter or for any other financial reward other than private purposes.
2. The first Excess of any claim
3. Any claim arising from war or terrorism unless shown in **Your** policy documents
4. Any claim arising from the capture, seizure, civil disturbance, restraint or detainment of the **Vessel**, unless shown in **Your** policy documents
5. Any claim for loss or damage to the **Vessel** due to ionising radiation, radioactivity, nuclear fuel or from any nuclear waste or nuclear equipment.
6. Any claim for loss or damage to the **Vessel** due to chemical, biological, bio-chemical or electromagnetic weapons.
7. 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.
8. 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.
9. 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.
10. Any claims for loss or damage arising if the **Vessel** is towing another **Vessel** or being towed by another **Vessel** except in an emergency.
11. 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.
12. 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 insured **Vessel** is professionally built and has not undergone any significant structural alterations or additions.
- The insured **Vessel** is manufactured from fibreglass, aluminium or steel only
- The insured **Vessel** is not more than 40 years old at inception of the policy.
- The overall length of the insured **Vessel** does not exceed 50' 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.
- Any insured **Vessel** which has an overall length in excess 26' must have a minimum of two suitably experienced crew on board at all times whilst underway
- 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.

- 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

- Underinsurance – A proportionate reduction in any claims settlement will be made should **You** under insure (i.e. the insured value **You** have chosen is less than the indemnity value of **Your Contents**)

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

Telephone: +44 (0)800 997 8986

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

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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