



Insurance Booklet

Third Party Liability



Thank you for choosing Insure4Boats.

Insure4Boats is a trading name of Ripe Insurance Services Limited 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.



INSURE4BOATS THIRD PARTY LIABILITY POLICY WORDING

Effected on behalf of Certain underwriters at Lloyd's by Ripe Insurance Services Limited, 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 Ripe Insurance Services Limited.



.....
 Authorised Signatory
 Ripe Insurance Services Limited

Ripe Insurance Services Limited 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 or Endorsements 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.

Excess: 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.

Please note that this insurance is only available to individuals who are resident in the **United Kingdom**.

DEFINITIONS

Accident/Accidental

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

Bodily Injury

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

Cruising Limits

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

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**.

Endorsements

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**.

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**.

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**.

Professionally Run Marina

A secured and sheltered mooring complex, providing controlled access to berths, racking, compounds or pontoons and 24hour manned security excluding facilities with floating or temporary breakwaters.

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

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 - 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 **Accidental** death and/or **Bodily Injury** to persons, or **Accidental** damage to property or **Accidental** 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:

1. Any claims whilst **Your Vessel** is let out on hire or charter or for any other financial reward other than private purposes
2. Any loss or damage occurring whilst **Your Vessel** is left afloat when unattended, unless shown in **Your Policy Documents**. This exclusion does not apply to inland craft or narrowboats.
3. Any claims for loss and damage whilst the **Vessel** is used for racing unless shown in **Your Policy Documents**
4. Any claims for loss or damage whilst the **Vessel** is used for speed tests or trials.
5. The first **Excess** of any claim
6. Any claim arising from war or terrorism unless shown in **Your Policy Documents**
7. Any claim arising from the capture, seizure, civil disturbance, restraint or detainment of the **Vessel**, unless shown in **Your Policy Documents**
8. Any claim for loss or damage to the **Vessel** due to ionising radiation, radioactivity, nuclear fuel or from any nuclear waste or nuclear equipment
9. Any claim for loss or damage to the **Vessel** due to chemical, biological, bio-chemical or electromagnetic weapons
10. 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
11. 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
12. 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
13. Any claims for loss or damage arising if the **Vessel** is towing another **Vessel** or being towed by another **Vessel** except in an emergency
14. 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
15. 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 will be invalid.

1. Between the period 1st November and 31st March the **Vessel** must be in either a professionally run marina or ashore when not in use. This condition does not apply to narrowboats, inland craft or unless agreed by us in writing
2. 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.
3. Survey Clause
If the insured **Vessel** is over 30 years of age **You** must have in **Your** possession an out of water condition and valuation survey, carried out and completed within the last three years by an independent qualified marine surveyor.
 - a) Any surveyor recommendations made must be complied with
 - b) If **Your Vessel** is a sail yacht the survey must also include a full inspection of the mast, spars, sails and rigging
 - c) If **Your Vessel** has an engine(s) this must include a full inspection

This clause does not apply to **Small Open Motor Boats**
4. Home Mooring Clause
We will cover **Your Vessel** whilst left afloat at the moored location shown in **Your Policy Documents** providing it is berthed on a pontoon, trot, swinging mooring or piles in a recognised, **Professionally Run Marina** or equivalent or ashore. Trot, swing, pile and pontoon moorings outside of a marina 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, piles or pontoon 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.
5. **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
6. When the insured **Vessel** is under way there will be a suitably experienced person on board, and in charge
7. The maximum designed speed of the insured **Vessel** is not more than 50 knots
8. The insured **Vessel** is professionally built and has not undergone any significant structural alterations or additions
9. The insured **Vessel** is manufactured from fibreglass, aluminium, steel or wood only
10. The insured **Vessel** is not more than 50 years old at inception of the policy or 10 years in respect of wooden vessels.
11. The overall length of the insured **Vessel** does not exceed 50ft unless used on inland waters.
12. 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
13. If **Your Vessel** has gas appliances, any gas bottles or canisters 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
14. The insured **Vessel** complies with all relevant regulations
15. Single handed sailing is permitted (in the hours of daylight only), unless the **Vessel** has an overall length in excess 26ft
16. 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
17. 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 five or more consecutive years' Insurance

WHAT TO DO IN THE EVENT OF A CLAIM

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**.

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.

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 any administration fee charged by Insure4Boats. Details of any fees can be found in **Your** terms of business.

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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