

Insurance Booklet

Small Craft



CONTENTS

Section	Page numbers
Important Features.....	3
Claims.....	4
Important Information	5
Definitions.....	7
Section 1 - Theft of Your Vessel	9
Section 2 - Accidental Loss or Damage to Your Vessel.....	10
Section 3 - Malicious Damage to Your Vessel	12
Section 4 - Salvage Charges.....	13
Section 5 - Liability to Third Parties	14
General Exclusions	15
General Conditions	17
Endorsements	18
Complaints	21

IMPORTANT FEATURES:

Effected with Accelerate Underwriting Ltd on behalf of Royal & Sun Alliance Insurance Ltd by Ripe Insurance Services Ltd, The Royals, Altrincham Road, Manchester M22 4BJ.

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 claims hereunder shall be forfeited.

We must draw **Your** attention to a number of important features of this Insurance:

- 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, statement of fact, **Insurance Schedule** and any Notice to Policyholders issued to you at renewal 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 **Insurance Schedule**:

Policy	Schedule
• 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	• 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 Insurance Schedule**
- for the insurance period set out on the same **Insurance Schedule**.

Your part of the contract is:

- **You** must pay the Premium as shown on **Your Insurance 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.

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 Vessel** 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 Insurance Schedule** represents the value of **Your Vessel** as declared by **You**.

Out of water survey: If **Your Vessel** is over 30 years it must have an out of water condition survey completed in order to be covered for **Accidental Loss** or **Damage** to the **Vessel**. More information can be found in Section 2 – **Accidental Loss** or **Damage**

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.

WHAT TO DO IN THE EVENT OF A CLAIM

OUR CLAIMS DEPARTMENT

In the event **You** need to make a claim, **Our** claims service is provided by MAC Marine Claims who are **Our** nominated claims handlers.

HOW TO MAKE 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 discovery.

Email: office@macmarineclaims.com

Telephone: +44 (0)333 400 9159

Post: **MAC Marine Claims Ltd., Suite 26 Alum House (FF), Discovery Court, 551-553 Wallisdown Road, Poole, Dorset BH12 5AG**

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.

IMPORTANT INFORMATION

STATEMENT OF DEMANDS AND NEEDS

This policy meets the needs of an individual who requires insurance for:

- Theft, Accidental loss and **Damage** to **Your Vessel**
- Malicious **Damage** to **Your Vessel**
- Reasonable and necessary salvage charges in preventing or minimising a loss covered under this policy
- Liabilities for accidental **Third Party** property **Damage** or injuries to third parties

CONSUMER INSURANCE ACT

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct. **You** must tell **Us** of any changes to the answers **You** have given as soon as possible. Failure to advise **Us** of a change to **Your** answers may mean that **Your** policy is invalid and that it does not operate in the event of a claim.

KEEPING US INFORMED

This policy is based on the information **You** have given **Us** about **You**. It is important **You** let us know within 30 days of changes that affect what **You** have told **Us**.

If **You** fail to disclose all relevant information or make a misrepresentation, **We** may void the policy or reduce the value of any claim payment.

YOUR RIGHT TO CANCEL

If **You** are not happy with it and choose to cancel **Your** policy within the first 14 days of the start date or renewal of the policy or the day on which **You** receive **Your** policy documentation, whichever is the later. **You** will be entitled to a full refund of **Your** policy insurance premium including any insurance premium tax and policy fees paid, on condition that no claims have been made or are pending. If **You** have spoken to **Us** to arrange **Your** policy, **We** may deduct an administration fee of up to £10 but this charge will not be made if **You** have arranged **Your** policy online without speaking to **Us**.

You may cancel after the 14 days have expired. **We** may provide **You** with a refund of premium less the administration cancellation fee of up to £30.00. There will also be no return of premium where the premium refund due is less than £10

OUR RIGHT TO CANCEL

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 postal or email 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

Your information will be held by **Us** in accordance with data protection legislation (including the General Data Protection Regulation from 25th May 2018), for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

Under the General Data Protection Regulation **You** have a right of access to see personal information about **You** that is held in **Our** records, whether electronically or manually.

REINSTATEMENT OF THE SUM INSURED

In the event of partial loss, theft or **Damage** to the property insured the sum insured will be automatically reinstated from the date of the

Damage unless **You** have written to **Us** or **We** have written to **You**, to the contrary. In accordance with the automatic reinstatement of the sum insured **You** will undertake to pay the necessary premium as **We** may require for such reinstatement from that date. In the event of a total loss or constructive total loss of **Your Vessel** the sum insured will not automatically reinstate unless **You** have written to **Us** to advise of a replacement **Vessel**. **We** will at **Our** discretion reinstate the sum insured and **You** will undertake to pay the necessary premium as **We** may require for such reinstatement from that date.

DEFINITIONS

This part of the policy sets out the words which have a special meaning. Each word is listed with the meaning explained below and is printed in **Bold** type whenever it appears in the **Policy Documents**.

Accident/Accidental

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

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 **Insurance Schedule**

Agreed Value

The sum insured shown in **Your Insurance Schedule** 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

Bodily Injury

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

Cruising Limits

The geographic area as shown in the **Insurance Schedule**

Damage

Accidental loss, destruction or **Damage**.

Data

Data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatsoever.

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 Insurance Schedule**

Excess

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

Failure of a System

The complete or partial failure or inability whether in terms of availability, functionality and/or performance or otherwise of a **System** whether or not owned by **You** to operate at any time as desired as specified or as required in the circumstances in the general use of **Your Vessel**.

Forcible and Violent Entry or Removal

Evidence of visible **Damage** to the vessel and/or place of storage

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**

Insurance Schedule

Sets out the specific terms, values and **Endorsements** applicable to the cover and should be read together with the **Policy Documents**

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

Microchip

A unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly includes integrated circuits and microcontrollers

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**, statement of fact, certificate, 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

Suitably Qualified or Experienced

A person who has, training, skills or experience to be in charge of **Your Vessel**; capable of reacting with due care and skill to the perils of the sea that may reasonably be expected to be encountered in the agreed **Cruising Limits** of the **Vessel's** normal use

System

Computers, other computing and electronic equipment linked to a computer hardware electronic **Data** processing equipment, **Microchips** and anything which relies on a **Microchip** for any part of its operation and includes for the avoidance of doubt any computer installation.

Third Party

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

United Kingdom Resident

Means resident in the U.K. for a minimum of 6 months in a 12-month period

Vessel(s)

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

Virus

Programming code designed to achieve an unexpected, unauthorised and/or undesirable effect or operation when loaded onto a **System** transmitted between **Systems** by transfer between computer **Systems** via networks, extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMS or otherwise and whether involving self-replication or not.

We/Us/Our(s)

Royal & Sun Alliance Insurance Ltd., St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL

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

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:

Where **Hull, Machinery and Equipment** has been selected and is shown in **Your Insurance Schedule** We will cover:

- 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:

1. Any applicable **Excess**
2. Theft or attempted theft of items from the **Vessel** unless the loss shows evidence of **Forcible and Violent Entry** into insured **Vessel** or locked storage place or involves **Forcible and Violent Removal** of item(s) securely fastened to **Your Vessel**
3. Theft or attempted theft whilst the **Vessel** is ashore on a trailer unless the **Vessel's** trailer has been fitted with, and securely locked by, a purpose manufactured Hitchlock or alternative **Anti-theft device**
4. 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**
5. Theft of outboard motors unless **You** have provided the serial number of **Your** outboard motor
6. 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
7. **Personal Effects**, unless the **Personal Effects** option has been selected, the addition premium paid for and the **Endorsement** is shown in **Your Insurance Schedule**
8. Any loss or **Damage** to consumable stores such as food, fuel and paint, fishing gear or moorings
9. Theft by a person to whom the **Vessel, Machinery and/or Equipment** was entrusted

SECTION 2 – ACCIDENTAL LOSS OR DAMAGE TO YOUR VESSEL

Provides cover for **Accidental** loss or **Damage** to the insured **Vessels Hull, Machinery and Equipment**.

What is covered:

Where **Hull, Machinery and Equipment** has been selected and is shown in **Your Insurance Schedule** **We** will cover:

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 Insurance Schedule** 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 Insurance Schedule**
- In the event of loss or **Damage** to the following, **We** can adjust **Your** claim up to 10% a year in respect of age and wear and tear up to a maximum of 50%:
 - 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:

1. Any applicable **Excess**
2. Wear and tear, deterioration and depreciation from use or breakdown of **Hull, Machinery and Equipment**
3. Insects, marine borers, barnacles, marine growth, vermin, fungi or molluscs
4. Corrosion, rot, rust, mildew, dampness, weathering, electrolysis, osmosis
5. Freezing or frost **Damage** unless the frost/freezing option has been selected, the addition premium paid for and the **Endorsement** is shown in **Your Insurance Schedule**
6. Loss or **Damage** of **Personal Effects**, unless the **Personal Effects** option has been selected, the addition premium paid for and the **Endorsement** is shown in **Your Insurance Schedule**
7. The costs of repairing or replacing any defective part condemned solely in consequence of a **Latent Defect** or error in design or construction
8. Loss or **Damage** to the **Vessel** caused by the accumulation of rainwater, snow or by incursion into water, unless unforeseen and **Accidental**
9. The loss in value of the **Vessel** as a result of **Damage** and repair
10. The cost of making good any defective workmanship
11. Loss or **Damage** whilst the **Vessel** is in transit by road unless the road transit option has been selected, the addition premium paid for and the **Endorsement** is shown in **Your Insurance Schedule**
12. Loss or **Damage** when the vessel is in use during the period between 1st November and 31st March, unless the winter use option has been selected, the addition premium paid for and the **Endorsement** is shown in **Your Insurance Schedule**
13. Any claims whilst **Your Vessel** has ongoing or extended work to put **Your Vessel** back into good condition by making, repairing, or adding new parts which would be considered as under construction or refit
14. Any loss or **Damage** to consumable stores such as food, fuel and paint, fishing gear or moorings
15. 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 qualified person

Claims Conditions

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

- 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 vessels under 20ft

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:

Where **Hull, Machinery and Equipment** has been selected and is shown in **Your Insurance Schedule** **We** will cover:

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:

1. Any applicable **Excess**
2. Any loss or **Damage** caused by **You** or **Your** immediate family
3. Any loss of **Damage** where a crime reference number has not been obtained
4. Any loss or **Damage** to consumable stores such as food, fuel and paint, fishing gear or moorings

SECTION 4 – SALVAGE CHARGES

What is covered:

Where this cover has been selected and is shown in **Your Insurance Schedule** We will cover up to the amount shown in **Your Insurance Schedule**:

- 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
- Costs towards inspecting **Your Vessel** after grounding (even if no **Damage** is found)
- The costs of averting or avoiding oil pollution or clearing and cleaning away oil pollution

What is not covered:

1. Any claim where there is not a valid claim under Section 2 **Accidental** loss or **Damage** to the **Vessel**

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 **Accidental Bodily Injury** to persons, or **Accidental Damage** to property or **Accidental Damage** to any other **Vessel**, up to the amount shown in **Your Insurance Schedule**
- Any legal costs incurred in settling or defending any civil claim connected with this policy 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:

1. Any applicable Excess
2. **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
3. Any liabilities arising from the Road Traffic Act, whilst the **Vessel** is in transit
4. Any liability to any persons being towed behind the **Vessel** on water-skis or wakeboards unless the water skiers option has been selected, the addition premium paid for and the **Endorsement** is shown in **Your Insurance Schedule**
5. Any liability to any persons being towed behind the **Vessel** on water toys including donuts or bananas, or similar such activity
6. 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
7. Any liabilities to any person engaged in snorkelling, diving or similar underwater sports
8. The legal costs of defending any criminal prosecution
9. The payment of any fines or other punitive damages
10. Claims arising from **Your** reckless actions, or from the wilful misconduct or those to whom this policy may extend
11. 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
2. Any loss or **Damage** occurring whilst **Your Vessel** is left afloat when unattended, unless at the moored location shown in **Your Policy Documents** or temporarily moored elsewhere between the hours of 10.00 to 18.00
3. 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
4. Any claims for loss and **Damage** whilst the **Vessel** is used for racing unless the racing **Endorsement** is shown in **Your Insurance Schedule**
5. Any claims for loss or **Damage** whilst the **Vessel** is used for speed tests or trials
6. Any claim arising from war or terrorism unless the war option has been selected, the addition premium paid for and the **Endorsement** is shown in **Your Insurance Schedule**
7. Any claim arising from the capture, seizure, civil disturbance, restraint or detention of the **Vessel**, the war option has been selected, the addition premium paid for and the **Endorsement** is shown in **Your Insurance Schedule**. Any claim for loss or **Damage** to the **Vessel** due to ionising radiation, radioactivity, nuclear fuel or from any nuclear waste or nuclear equipment
8. Any claim for loss or **Damage** to the **Vessel** due to chemical, biological, bio-chemical or electromagnetic weapons
9. 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
10. 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
11. Any claims for loss or **Damage** arising if the **Vessel** is towing another **Vessel** or being towed by another **Vessel** except in an emergency
12. Any claim for loss of **Damage** whilst the **Vessel** is being used outside the **Cruising Limits** shown in the **Insurance Schedule**

The following exclusions do not apply to the Liability To Third Parties section of the policy:

13. Virus, Disease and Pandemic Exclusion

Notwithstanding any provision to the contrary within the policy, the policy does not cover loss, destruction or **Damage**, or any costs or expenses of whatsoever nature directly or indirectly occasioned by, arising from, caused by, happening through or in consequence of, or otherwise attributable to

- a) Coronaviruses
 - b) Coronavirus disease (COVID-19)
 - c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)
 - d) Any mutation of or variation of a), b) or c) above
 - e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation
- Any fear or anticipation of a), b), c), d) or e) above.

14. Electronic Risk

- a. **Damage to Data** which shall include but shall not be limited to
 - i) **Damage** to or corruption of **Data** whether in whole or in part
 - ii) unauthorised appropriation of use of access to or modification of **Data**
 - iii) unauthorised transmission of **Data** to any third parties
 - iv) **Damage** arising out of any misinterpretation, use or misuse of **Data**
 - v) **Damage** arising out of any operator error in respect of **Data**.
- b. **Damage** arising directly or indirectly from
 - i) the transmission or impact of any **Virus**
 - ii) unauthorised access to a **System**
 - iii) interruption of or interference with electronic means of communication used in the general use of **Your Vessel** including but not limited to any diminution in the performance of any website or electronic means of communication
 - i) **Failure of a System**
 - ii) anything described in a) above

but in respect of b) i), b) ii), b) iii) and b) iv) this shall not exclude subsequent **Damage to Property** directly caused by WHAT IS COVERED unless otherwise excluded under this **Policy**.

15. Disease

Loss (whether physical or otherwise), destruction or **Damage**, or costs or expenses, directly or indirectly occasioned by, arising from, caused by or in any way attributable to:

- a. any form of pathogen or microorganism including but not limited to virus, bacteria, fungi and parasites, or
- b. any disease arising from any pathogen or microorganism or the threat or fear (actual or perceived) of a) or b).

SANCTION LIMITATION AND EXCLUSION CLAUSE

We 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 **Us** 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.

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
2. The **Vessel** is used for pleasure purposes only and **You** do not live aboard the **Vessel**
3. **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
4. When the insured **Vessel** is under way there will be a **Suitably Qualified or Experienced** person on board, and in charge
5. The insured **Vessel** is professionally built and has not undergone any significant structural alterations or additions
6. The hull of the insured **Vessel** is manufactured from fibreglass, aluminium, wood or steel only. Where the **Vessel** is SIB the **Vessel** must be manufactured from Hypalon or Polyvinyl Chloride (PVC)
7. If the **Vessel** is a small open motor boat it must be less than 20ft in length with no cabin or cuddy and propelled using an outboard motor manufactured from with a maximum speed of 15 knots
8. 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
9. 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
10. The insured **Vessel** complies with all relevant regulations
11. When the **Vessel** is underway for more than 18 consecutive hours it must have a minimum of two **Suitably Qualified or Experienced** crew on board at all times.
12. 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
13. Home Mooring Clause

When **Your Vessel** is at its home mooring location **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 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** moored outside of England **We** can only provide cover if the **Vessel** is kept at a **Professionally Run Marina** or ashore

14. If there is any other insurance covering the same claim, or would have covered the claim but for the existence of this policy, **We** will not make any payment under Liability to Third Parties until all cover under that other insurance is exhausted. For all other claims **We** will not pay more than **Our** share of the claim, even if the other insurer refuses the claim.

Important note:

This condition will not have the effect of leaving **You** without cover for any claim and operates where there is any other insurance covering the same claim (or would have in the absence of this policy) and determines how those insurance policies apply

ENDORSEMENTS

Endorsements are only applicable where they are shown on **Your Insurance Schedule** in **Your Policy Documents**

PERSONAL EFFECTS

What is covered:

Cover is provided in respect of **Personal Effects** whilst on board **Your Vessel**.

What is not covered:

- Jewellery, cash, credit/debit cards, mobile electronic devices.
- Items which are brittle in nature
- **Personal Effects** whilst ashore or at **Your** residence, in transit or insured on another insurance policy
- Wear, tear, gradual deterioration, damp, mould, mildew, moth, vermin, mechanical derangement and electrical breakdown
- Maximum Value any one item £350.

WATER SKIERS' CLAUSE:

What is covered:

We will cover any person being towed on water-skis, wakeboarders or kneeboarders provided:

- All equipment is of professional design and manufacture
- All equipment is operated in accordance with the manufacturers instructions
- No more than 2 persons are being towed at any one time

RACING CLAUSE:

What is covered:

We will cover loss of or **Damage** to mast, spars and fittings, sails and standing and running rigging when **Your Vessel** is racing.

We will pay any portion of race entry fee's deemed irrecoverable from the event organiser should an organised race need to be abandoned due to adverse weather. The maximum amount **We** would pay is £20 per day up to a maximum of 5 days.

ROAD TRANSIT CLAUSE:

What is covered:

We will cover accidental damage and theft to the **Vessel**, when the **Vessel** is being transported by road within the United Kingdom in respect of any **Vessel** up to 26' in length

What is not covered:

- **Third Party** Claims whilst in transit and all road traffic act liabilities.
- No claim shall be allowed in respect of scratching, bruising and/or denting arising during transit covered by this clause and the cost of consequent repainting or re-varnishing
- Loss or **Damage** to any **Vessel** over 26' in length

FROST / FREEZING CLAUSE

What is covered:

We will cover loss or **Damage** caused by frost and/or freezing subject to the following:

- **You** have to provide evidence that **You** have taken all preventative measures to mitigate such loss or **Damage**.
- This would include compliance with all manufacturer's recommendations and if necessary include acting on the advice of a qualified Marine Engineer in avoiding and/or mitigating such loss or **Damage**.

WAR - WAR, STRIKES, TERRORISM AND ASSOCIATED RISKS

What is covered:

Your Insurers will cover the **Vessel** for the sum insured indicated in **Your Insurance Schedule** against physical loss or **Damage** caused by the following:

- war, civil war, revolution, rebellion, insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power
- capture, seizure, arrest, restraint or detainment and the consequences thereof or any attempt thereat
- derelict mines, torpedoes, bombs or other derelict weapons of war
- strikers, locked out workmen, or persons taking part in labour disturbances, riots or civil commotions

- any terrorist or any person acting from a political motive
- confiscation or appropriation
- Detainment, in the event of the **Vessel** being subject of capture, seizure, arrest, restraint, detainment, confiscation or appropriation and the Insured has been deprived of the **Vessel** for a continuous period of 12 months and without the likelihood of recovery Insurers will pay the **Vessel** value as indicated in **Your Insurance Schedule**.

What is not covered:

- any detonation of any weapon of war employing atomic or nuclear fission or fusion or other like reaction or radioactive force or matter
- any outbreak of war between any of the following countries: United Kingdom, United States of America, France, The Russian Federation, the People's Republic of China
- requisition or pre-emption
- capture, seizure, arrest, restraint, detainment, confiscation or expropriation by or under the authority of the government or any public authority of the country in which the Vessel is owned or registered
- arrest, restraint, detainment, confiscation or expropriation under quarantine regulations or by reason of infringement of any customs or trading regulations
- the operation of any ordinary judicial process, failure to provide security or to pay any fine or penalty or any financial cause
- any claim for any sum recoverable under any other insurance on the Vessel or which would be recoverable under such insurance but for the existence of this Policy
- any claim or expense arising from delay

CANCELLATION

Cover provided herein may be cancelled by either party by giving 7 days notice of cancellation. The cancellation becomes effective on the expiry of 7 days from midnight of the day on which notice of cancellation is issued by or to the Insurers. Notice by either party should be by registered post to the Insured's insurance advisor. Insurers however agree to reinstate Section 3 subject to prior agreement being reached as to the new rate of premium to be charged and conditions or warranties to be applied.

Whether or not such notice of cancellation has been given, cover will automatically terminate in the event of any of the following:-

- hostile detonation of any weapon of war by any of the countries indicated above, anywhere in the world
- the outbreak of war between any of the countries indicated above
- The requisition of the **Vessel** either for title or use

WINTER USE EXTENSION

You can use **Your Vessel** between the period 1st November and 31st March, during daylight hours only.

CONTINENTAL EXTENSION

You may use **Your Vessel** on inland and coastal waters of Eire but limited to the Irish Sea and Europe but limited to Belgium, Holland, and France but not West of Brest for a maximum of 60 days at any one time

PERSONAL ACCIDENT COVER

If, whilst on board **Your Vessel**, **You** suffer a **Bodily Injury**, which occurs solely, directly and independently or any other cause, then subject to the terms and conditions set out below, including in particular and Exclusions and receipt by **Us** of the Premium(s), **We** shall pay the Benefits as stated in **Your Insurance Schedule** subject to the applicable percentage detailed in Insurance Benefits below.

Insurance Benefits

The benefits payable will be the following percentage of the sum insured specified in **Your Insurance Schedule**.

Benefits are payable up to a maximum age of 65 years of age.

Bodily Injury sustained by an Insured Person which within 12 calendar months result in:

Accidental Death	
A. Death of Insured Person(s) aged 18 years and over	100%
B. Death of Insured Person(s) aged less than 18 years	20%
Permanent Disablement	
C. Total and irrecoverable loss of use of all sight in both eyes and/or total and irrecoverable loss of use of both hands or both feet or of one hand and one foot.	100%
D. Total and irrecoverable loss of use of one hand or one foot together with total and irrecoverable loss of all sight in one eye	50%
E. Total and irrecoverable loss of all sight in one eye or total and irrecoverable loss of use of one hand or one foot	25%
F. Total and permanent disablement, other than disablement in respect of eye(s), hand(s) and foot/feet, from prevent You from engaging in or attending to, any profession, business or occupation provided that such disablement has continued for a period of 12 calendar months and that such disablement has been assessed by a medical advisor that We may, at our discretion, appoint.	100%
G. You becoming totally and permanently disabled as a result of Bodily Injury sustained whilst travelling to or from an event in which You are engaged to participate in for the Injured,	We will pay 20% of the applicable benefit listed above.

OVERSEAS BASED VESSELS

Providing **You** are a **United Kingdom Resident** and **Your Vessel** is either UK registered or unregistered, **We** agree to cover **Your Vessel** which is permanently based in a **Professionally Run Marina** on a pontoon berth or ashore in any of the following locations:

Spain including the Balearics West coast of Italy (excluding Corsica, Sardinia and Sicily) France Croatia East coast of Italy Turkey Malta Greece	The following cruising range is applied: Mediterranean not East of 30 degrees East, excluding waters of North Africa.
Canary Islands	For vessels based in the Canary Islands the cruising range is the coastal waters of the Canaries up to 50nm offshore
Cyprus	For vessels based in Cyprus this is extended to include full Mediterranean excluding North Africa, Waters of Syria, Lebanon, Israel, Egypt and Libya

COMPLAINTS

Our commitment to customer service

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.

HOW TO COMPLAIN

- Please quote **Your** policy number and claim reference (if applicable) in all correspondence so that **Your** concerns may be dealt with speedily.
- 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 still unhappy after Insure4Boats has reviewed, then contact:

Subject	Contact
A claim	Please contact Mac Marine Claims: • Post – MAC Marine Claims Ltd. Suite 26 Alum House (FF), Discovery Court 551-553 Wallisdown Road, Poole, Dorset, BH12 5AG • Email: office@macmarineclaims.com
All other matters	Please contact the Managing Director at Accelerate Underwriting Ltd: • Post - 3rd Floor, 153 Fenchurch Street, London, EC3M 6BB • Email - complaints@accelerate-underwriting.com Details of the Accelerate internal complaint-handling procedures are available on request.

Alternatively, **You** can ask Insure4Boats to refer the matter on for **You**.

COMPLAINTS PROCESS

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep **You** informed of progress
- Do everything possible to resolve **Your** complaint
- Use the information from **Your** complaint to proactively improve **Our** service in the future.

Once **Your** complaint is reviewed, a final decision will be issued in writing within 8 weeks of the date **Your** complaint is received.

IF YOU ARE STILL NOT HAPPY

If **You** are still unhappy after **Our** review, or **You** have not received a written offer of resolution within 8 weeks of the date **We** received **Your** complaint, **You** may be eligible to refer **Your** case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints. They can be contacted at:

- Post: Financial Ombudsman Service, Exchange Tower, Harbour, Exchange Square, London E14 9SR
- Telephone: 0800 0234567 (for landline users) or 0300 1239123 (for mobile users)
- Website: www.financial-ombudsman.org.uk

You have the right to refer **Your** complaint to the Financial Ombudsman, free of charge, but **You** must do so within six months from the date of the final response letter. If **You** do not refer **Your** complaint in time, the Ombudsman will not have our permission to consider **Your** complaint and so will only be able to do so in very limited circumstances. This does not affect **Your** right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

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.

THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

We are covered by the FSCS. If **We** are unable to meet **Our** financial obligations **You** may be entitled to Compensation from the scheme, depending on the type of insurance and the circumstances of the Claim.

For this type of insurance 90% of **Your** Claim is covered, without any upper limit. Further information about Compensation scheme arrangements is available at www.fscs.org.uk, and on 020 7741 4100, or 0800 678 1100.

Accelerate Underwriting Limited is an Appointed Representative of Resolution Underwriting Partnership Limited, who are authorised and regulated by the Financial Conduct Authority (FRN 308113) in respect of general insurance business and is registered in England No. 05104119. Registered Office: Number One, 1 Vicarage Lane, Stratford, London, E15 4HF.

Calls may be monitored and recorded for quality assurance purposes.

The Royals, Altrincham Road, Manchester M22 4BJ

Tel: 0333 400 7087

email: admin@insure4boats.co.uk

www.insure4boats.co.uk

140155C 1/12/22



Insure4Boats® is a registered trademark and trading name of Ripe Insurance Services Limited which is Authorised and Regulated by the Financial Conduct Authority. No. 313411.

Registered office: The Royals, Altrincham Road, Manchester M22 4BJ. Registered in England No. 04507332.