



insure⁴boats

Insurance Booklet

Sport Crafts



CONTENTS

Section	Page numbers
Important Features.....	3
Claims.....	4
Important Information.....	5
Definitions.....	7
Section 1 - Water Sports Equipment	9
Section 2 - Third Party Liability	10
Section 3 - Personal Accident	11
General Conditions	12
General Exclusions.....	13
Complaints Procedure	14

IMPORTANT FEATURES:

Effected with Shape Digital on behalf of Travelers Insurance Company Limited by Ripe Insurance Services Ltd, One Stockport Exchange, Railway Road, Stockport, United Kingdom SK1 3SW.

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 insurance booklet, 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 the following parts:

Insurance Booklet	Insurance 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
Statement of Fact	Notice to Policyholders
<ul style="list-style-type: none"> • The information You have provided, on which the Policy is based • Any declarations which You have agreed to 	<ul style="list-style-type: none"> • Provides information about any changes to Your renewal terms and Policy cover

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

- 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** receipt or invoice for each insurance period
- **You** must comply with all the terms and conditions set out in this insurance booklet.

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.

Please read this policy carefully to ensure that it meets **Your** requirements and that **You** understand its terms, exclusions and conditions. Please contact Insure4Boats immediately if any corrections are necessary.

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.

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.

The **Water Sports Equipment** 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 Water Sports Equipment** 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.

Following a valid claim, **We** may, without incurring any further liability and without diminishing **Your** right to rely on any condition of this insurance, take and keep possession of any of the **Water Sports Equipment** insured under Section 3 and to deal with salvage in a reasonable manner, but **You** may not abandon any property insured to **Us**

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 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

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 Water Sports Equipment and to act as though You are not insured.

STATEMENT OF DEMANDS AND NEEDS

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

- Theft, loss and **Accidental** damage to **Your Water Sports Equipment**
- Liabilities for accidental **Third Party** property damage or injuries to third parties
- Personal Accident if **You** are involved in an **Accident** using **Your Water Sports Equipment**

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.

You may cancel after the 14 days have expired and **You** may be entitled to a refund of premium. There will be no return of premium where the premium refund due is less than £10.

Where a claim or an incident which **You** are aware of and is likely to give rise to a claim has occurred within the period of insurance no refund of premium will be paid.

In addition, a cancellation charge will be made by Insure4Boats as outlined in their Terms of Business.

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 email or postal 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.

Where a claim or an incident which **You** are aware of and is likely to give rise to a claim has occurred within the period of insurance no refund of premium will be paid.

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.

USING PERSONAL INFORMATION

For the purposes of this statement, the definition of **We** is amended to also include:

- Shape Digital, 3rd Floor, 153 Fenchurch Street, London, EC3M 6BB

How We treat information about You and Your rights under data protection legislation

In order to provide **Our** insurance services, **We** will collect certain personal information about **You**. The type of information that **We** collect will depend on **Our** relationship with **You**. For example, **You** may be a policyholder, prospective policyholder or a third party making a claim under this insurance policy.

If **You** provide us with personal information about a third party, **You** should share this notice with them.

We will also collect different types of information depending upon the kind of insurance cover **We** are being asked to provide or the kind of claim **We** are being asked to assess or pay.

Some of the information **We** collect may be classified as 'special category data', which is data that may contain information about physical or mental health, religious beliefs and criminal and disciplinary offences (including convictions).

Your personal information may be used in a number of ways including:

- considering an application for insurance,
- providing and administering an insurance policy,
- handling claims including claims validation,
- preventing and detecting fraud, including providing information to the relevant authorities.

Where relevant, **We** will share **Your** information with other companies in the Travelers group, third parties such as claims handlers, loss adjusters, other insurers and reinsurers, fraud prevention agencies, service companies associated with our products, or as required by law (including providing the information to government or regulatory authorities). This may involve the transfer of your information to countries inside and outside the European Economic Area.

We may also use **Your** personal information for marketing purposes, but only in accordance with **Your** marketing preferences.

More information about how **We** process your data and **Your** rights please visit: www.travelers.co.uk/main/privacy-policy.aspx

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 Water Sports Equipment** the sum insured will not automatically reinstate unless **You** have written to **Us** to advise of a replacement **Water Sports Equipment**. **We** will 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

Accessories

Equipment and clothing which may be used in conjunction with the **Water Sports Equipment** but would be sold separately. This can include but is not limited to helmets, wetsuits, cameras, life jackets and buoyancy aids

Bodily Injury

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

Communicable Disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- (a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;
- (b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- (c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

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 **Water Sports Equipment**

Endorsements

Any terms and conditions made separately to the terms of the policy and specified in **Your Insurance Schedule**

Evidence of ownership

Original sales or till receipt or other evidence which clearly demonstrates ownership. This may include bank/credit card statement or dealer valuation along with a photograph of the **Water Sports Equipment**. The evidence should clearly show date, price paid and details of the **Water Sports Equipment**

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 Water Sports Equipment**.

Family

Parents, spouse, partner, son, daughter or siblings that permanently live with **You**

Indemnity Basis

Value of the **Water Sports Equipment** less a deduction for wear and tear

Insurance Schedule

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

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

Policy Documents

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

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.

Territorial Limits

Cover shall only apply within the Territorial Limits as defined in **Your** insurance schedule

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

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.

Water Sports Equipment

Boards, canoes and kayaks specifically designed and used for the purpose of water sports which are not powered by any form of motor or cable and do not have a sail or kite attached. Equipment can include but is not limited to SUP's, bodyboards, surfboards, skimboards, rowing boats, canoes and kayaks including paddles.

It does not cover windsurfers, sailboards, kiteboards, wakeboards, waterskies, scuba diving or snorkeling equipment

War

War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power

We/Us/Our(s)

Travelers Insurance Company Limited

You/Your/Yours

The insured person named in the **Policy Documents** who is a **United Kingdom Resident**

SECTION 1 – WATER SPORTS EQUIPMENT

Provides cover for theft, loss and **Damage to Water Sports Equipment**

What is covered:

We agree to pay for repair or replacement, up to the limit stated in **Your Insurance Schedule** of **Water Sports Equipment** owned by **You** (not hired, loaned or entrusted to **You**) that has been stolen, lost or damaged within the **Territorial Limits**.

We will pay for repair or replacement as new providing the **Water Sports Equipment** was not more than 3 years old at the date of the loss and provided it was new when **You** purchased it. If the **Water Sports Equipment** was more than 3 years old or was not new at the time of the purchase then **We** will deal with the claim on an **Indemnity Basis**.

We reserve the right to specify a supplier of **Our** choice for the repair or replacement of the **Water Sports Equipment** or at **Our** discretion offer a cash settlement which maybe in the form of vouchers.

What is not covered:

1. The amount of an **Excess**
2. Any claim where **Evidence of Ownership** cannot be provided for the **Water Sports Equipment**
3. Theft, loss or **Damage** to any personal possessions or **Accessories**
4. Theft from **Your** home or permanent place of storage unless:
 - a **Your Water Sports Equipment** is inside a locked building and any security devices such as door locks are in operation and there is evidence of forcible and violent entry or exit into the building or;
 - b **Your Water Sports Equipment** is securely locked to an immovable object inside a locked compound and there is evidence of forcible and violent entry or exit to the compound
5. Theft of **Water Sports Equipment** from any motor vehicle unless:
 - a the **Water Sports Equipment** is locked onto a roof rack of the vehicle or;
 - b inside the vehicle and the vehicle is securely locked and any security devices are in operation
6. Theft away from the home or permanent place of storage unless the **Water Sports Equipment** is
 - a locked to an immovable object or vehicle with a purpose manufactured security chain when not in use or
 - b kept inside a locked building or
 - c stored in a securely locked locker or similar place of storageand there is clear evidence of forcible and violent entry or exit to the building, securely locked locker, similar place of storage or forcible removal of the security chain
7. Loss or **Damage** caused by wear and tear, wet or dry rot, atmospheric conditions, frost, insects, vermin, fungus, marine borers, barnacles, marine growth, molluscs, domestic pets or any other gradually operating cause
8. Scratching, denting or any cosmetic change which does not impair the function of the **Water Sports Equipment**
9. Claims where the **Water Sports Equipment** has suffered damage as a result of a manufacturers fault which is still covered under a manufacturers warranty
10. Loss or damage to **Water Sports Equipment** from whom it is entrusted to other than a member of **Your Family**
11. Loss or damage to **Water Sports Equipment** in transit which has not been reported to the carrier and a written report obtained or where **You** were not travelling with the **Water Sports Equipment**. In the case of an airline a property irregularity report will be required
12. Theft or malicious damage where a crime reference number cannot be obtained

SECTION 2 – THIRD PARTY LIABILITY

What is covered:

1. **We** will provide cover for any sums that **You** become legally liable to pay as a consequence of the death and/or **Bodily Injury** to persons or damage to **Third Party** property up to the amount shown in **Your Insurance Schedule**
2. Any legal costs incurred in settling or defending any civil claim connected with this **Policy** providing **We** have given written consent
3. 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
4. **We** will cover, subject to the policy terms and exclusions, any person in **Your** immediate **Family**

What is not covered:

1. Liability to any of **Your** employees
2. Liability to a member of **Your** immediate **Family**
3. Any property belonging to **You** or in **Your** care, custody or control
4. Any wilful, malicious or unlawful act
5. Liability where **You** are entitled to indemnity from another more specific source
6. Any liability arising from a contract or agreement unless **You** would have been liable in the absence of such contract or agreement
7. Punitive or exemplary or aggravated damages
8. Liability directly or indirectly resulting from the pursuit of trade, business or profession
9. Liability arising out of the ownership, possession or use of motor vehicles, aircraft or watercraft but this does not apply to **Water Sports Equipment**
10. Any liability not involving the use of **Water Sports Equipment**
11. For any liability to **Third Parties** caused or contributed to by any trailer becoming detached from the towing vehicle or as a result of an **Accident** occurring on a highway or public or private place whilst a trailer is attached to the towing vehicle
12. Coronavirus Diseases Exclusion
Any liability cost or expense arising out of directly or indirectly resulting from caused by contributed to attributed to or in any way related to
 - a) Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2) or
 - b) Coronavirus Disease 2019 (Covid-19) or
 - c) any mutation or variation of any of (a) or (b) aboveand including
 - i) the fear or threat (whether actual or perceived) of or
 - ii) any action taken in controlling preventing suppressing or in any way relating to any outbreak of or
 - iii) any supervision instructions recommendations warnings or advice given or which should have been given in connection with such coronavirus diseases in (a) or (b) above and any mutation or variation thereof

SECTION 3 – PERSONAL ACCIDENT

What is covered:

If, at any time **You** are involved in an **Accident** whilst using **Your Water Sports Equipment** within the **Territorial Limits**, **You** suffer a **Bodily Injury**, which occurs solely, directly and independently of any other cause; then subject to the terms and conditions set out below, including in particular the exclusions, **We** shall pay the benefits as stated in **Your Insurance Schedule** subject to the applicable percentage detailed in the insurance benefits below.

We shall not pay for more than one lump sum benefit under this section.

Insurance Benefits

1. **Bodily Injury** sustained by **You** which within 12 calendar months results in:

Accidental Death:	
Benefit	Percentage
• Death of You aged 18 years and over	100%
• Death of You aged less than 18 years	20%

Permanent Disablement	
Benefit	Percentage
• 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%
• 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%
• Total and irrecoverable loss of all sight in one eye or total and irrecoverable loss of use of one hand or one foot	25%
• Total and permanent disablement (other than disablement in respect of eye(s), hand(s) and foot/feet), from engaging in or attending to any profession, business or occupation whatsoever provided always that the benefits shall not be payable until such disablement has continued for a period of 12 calendar months	100%

What is not covered:

1. Any **Accident** unless directly resulting from the use of **Your Water Sports Equipment**
2. **Accidental Bodily Injury** to any person under the age of 16 or over 65
3. Any pre-existing defect, infirmity, sickness or disease at the time of the **Accident**
4. Any claim arising from medical or surgical treatment (unless rendered necessary by **Accidental Bodily Injury** which is covered by this insurance)

GENERAL CONDITIONS

These are the conditions of the insurance **You** will need to meet as **Your** 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.

1. Any **Water Sports Equipment** must be kept ashore when not in use
2. Reasonable Care -**You** must take all reasonable care to prevent any **Accidental** damage, malicious damage, theft or loss and keep **Your Water Sports Equipment** in a good state of repair and condition. **You** must take all reasonable care to comply with all statutory obligations and regulations imposed by any statutory, regulatory, or government authority
3. The due observance and fulfilment of all terms and conditions of this insurance by **You**, or anyone acting on **Your** behalf insofar as they relate to anything to be done or complied with by **You** or anyone acting on **Your** behalf shall be a condition precedent to **Our** liability to make any payment under this insurance
4. **You** shall reimburse to **Us** any expenses not covered by this insurance, which are incurred by **Us** on **Your** behalf
5. If **You** or any person acting on **Your** behalf shall make any claim or statement knowing the same to be false or fraudulent as regards the amount or otherwise, then this insurance shall become void and all claims hereunder shall be forfeited
6. Subrogation - In the event that a **Third Party** is deemed liable for part or all of any claim, **We** may exercise **Our** right of subrogation. **You** shall, at **Our** request and **Our** expense, agree to and permit **Us** to do such acts and things as may be necessary or reasonably required for the purpose of exercising this right. **You** will take no action or make any agreements that may weaken or remove **Our** rights under this clause without **Our** prior written permission. **We** will pay any costs or expenses involved in exercising **Our** right of subrogation
7. Under Insurance - 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 value of **Water Sports Equipment** immediately prior to the loss)
8. 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

GENERAL EXCLUSIONS:

The following exclusions apply to the whole of this policy. Any other exclusions are show in the sections to which they apply.

We shall not be liable for any claims directly or indirectly caused, contributed to, by or happening through or in the consequence of:

1. **Your Water Sports Equipment** being used for any other purpose other than for private and pleasure purposes
2. The use of windsurfers, sailboards, kiteboards, wakeboards, waterskies, scuba diving or snorkeling equipment
3. The use of **Your Water Sports Equipment** for any competition, including racing, speed tests and time trials
4. Arising directly or indirectly from the effects of intoxicating liquors or drugs
5. Any act of fraud or dishonesty by **You** or anyone acting on **Your** behalf
6. **War** or terrorism
7. Capture, seizure, civil disturbance, restraint, or detention of **Your Water Sports Equipment**
8. Ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel
9. Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
10. Pressure waves from aircraft or other aerial devices travelling at supersonic speeds
11. Suicide or attempted suicide, intentional self-injury or deliberate exposure to unusual danger (except in an attempt to save life), or **Your** own criminal act, or suffering from mental sickness, nervous anxiety, depression, emotional disorders or stress related conditions or complaints (even if the mental sickness, nervous anxiety, depression or stress related conditions or complaints arose out of a physical **Accident** or **Bodily Injury**)
12. Consequence of or in any way involving reckless disregard and/or willful breach of duty of any kind
13. Any claims brought against **You** in any country or jurisdiction outside of the United Kingdom
14. Directly or indirectly relating to asbestos including but not limited to mental injury or fear of suffering **Bodily Injury**, death, disease or illness
15. Claims arising out of the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is caused by a sudden unexpected and unintended happening. It is further agreed that expenses for the prevention of any contamination or pollution shall also form part of this exclusion and shall not be recoverable under this insurance
16. Loss due to confiscation, detention by Customs or other authority.

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

17. **Communicable Disease Exclusion**

In respect of any loss, destruction, damage, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from or in consequence of a **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease**, regardless of any other cause or event contributing concurrently or in any other sequence thereto.

The above exclusion includes, without limitation to the scope of the foregoing, any cost to clean-up, detoxify, remove, monitor or test:

- a) for a **Communicable Disease**; or
- b) any **Water Sports Equipment** that is affected by such **Communicable Disease**.

Provided that this exclusion shall not apply in respect of subsequent **Damage**, or loss resulting from interruption to or interference with the **Water Sports Equipment** in consequence of subsequent **Damage**, not otherwise excluded, which itself results from:

- i) fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, impact by any vehicle or animal including impact by any rolling stock or crashes collisions derailments or other similar accidents, hail, tornado, cyclone, typhoon, hurricane, earthquake, seaquake, seismic or volcanic disturbance or eruption, subsidence, ground heave, landslip, theft, escape of water, tsunami, flood, storm surge, water damage, liquefaction, freeze, ice storm, weight of snow or ice, avalanche, sprinkler leakage, riot or civil commotion; or
- ii) an act of terrorism within England, Wales or Scotland;

and only where specifically insured by this **Policy**.

18. 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 Water Sports Equipment** including but not limited to any diminution in the performance of any website or electronic means of communication
 - iv) **Failure of a System**
 - v) 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.

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.

COMPLAINTS PROCEDURE

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: <ul style="list-style-type: none">• 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 Shape Digital: <ul style="list-style-type: none">• Post - 3rd Floor, 153 Fenchurch Street, London, EC3M 6BB• Email - complaints@shapeuw-digital.com <p>Details of the Accelerate internal complaint-handling procedures are available on request.</p>

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)
- Email: complaint.info@financial-ombudsman.org.uk
- 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.

Shape Digital is a trading name of Accelerate Underwriting Limited. Accelerate Underwriting Limited is authorised and regulated by the Financial Conduct Authority under firm reference number 956721 to carry on insurance distribution activities. Accelerate Underwriting Limited is registered in England and Wales company number 09640934. Registered office at 1 Great Tower Street, London, EC3R 5AA.

Calls may be monitored and recorded for quality assurance purposes.

One Stockport Exchange, Railway Road, Stockport, United Kingdom SK1 3SW

Tel: 0333 400 7087

email: admin@insure4boats.co.uk

www.insure4boats.co.uk

14647SPC 01/07/23



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: One Stockport Exchange, Railway Road, Stockport, United Kingdom SK1 3SW. Registered in England No. 04507332.