



Plain Language Insurance Policy



GUIDANCE NOTES

NOTES

Upon receipt of your insurance policy, may we remind you to always check all the details very carefully especially:

a) **Your in commission and lay up periods:**

We believe the in commission and laid up dates that you have requested have been correctly stated by us on your Policy Schedule. If they are different from those stated and agreed during the initial quotation stage and you want to change them please let us know immediately and if your request is acceptable to us, we will advise you of any additional premium due or any other change in terms and amend your Policy Schedule.

b) **Your list of Personal Property:**

We would advise you not to underestimate the amount of cover requested for Personal Property. If you are in any doubt as to the extent of cover you need please ask us for further guidance. We would also remind you that you will only have cover on any single item valued over £200 if you have advised us in writing of each item and its value.

c) **Your Trailer, Boat, Liferaft and Outboard:**

If cover is required on any of the above items, please ensure you advise us of all the relevant details in accordance with your request, particularly the value of each item.

PLAIN LANGUAGE INSURANCE POLICY

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SECTION 1 - GENERAL

A INTRODUCTION

1 Thank you for entrusting us with your insurance requirements and welcome to Yachtmaster Insurance Services Limited.

The Policy is a legally binding contract between you the Insured and Munich Re Syndicate Limited at Lloyd's, whose address is St. Helens, 1 Undershaft, London EC3A 8EE, and it is arranged through Yachtmaster Insurance Services Limited, which is a separate contract.

The contract is based upon the information you provide to us. If you have proposed for insurance orally we will provide to you written details of that information. If the information contains any material untruth or inaccuracy, you should inform us immediately since if you do not, we may:

- (i) amend your policy to record the correct information, apply any relevant policy terms and conditions and collect any additional premium due including any administration charges. If you pay by installments you will be informed if this additional premium cannot be added to your current installment plan and must be paid in full;
- (ii) reject a claim or reduce the amount of payment we make; or
- (iii) cancel or void your policy (treat it as if it never existed) including all other policies which you have with us and apply a cancellation charge.

Where fraud is identified we will also:

- (i) not return any premium paid by you; and
- (ii) recover from you any costs that we have incurred; and
- (iii) pass details to fraud prevention and law enforcement agencies whom may access this information.

Please read the documents carefully. We give you a "cooling off" period of 14 days from the time you received this Policy. If the Policy and Schedule do not provide you with the protection you want and you do not want to continue with the insurance you may cancel the Policy within this period and we will return part of the premium retaining a proportionate part of the premium for that period for which we have been on risk providing no claims have been made. You may cancel your Policy by either telephoning, writing to us or by email.

2 Munich Re Syndicate Limited at Lloyd's is a member of one of the world's largest insurance groups. Any correspondence should be directed to the address shown on the attached correspondence. Yachtmaster Insurance Services Limited's head office address is Ferry Quay House, Ferry Quay, Woodbridge, Suffolk, IP12 1BW. Telephone number 01394 615 755 , Fax 01394 615735 ,email enquiries@yachtmasterinsurance.co.uk

3 Yachtmaster Insurance Services Limited is authorised and regulated by the Financial Conduct Authority - Firm reference number 312171

B OUR SERVICE

Yachtmaster Insurance Services Limited are dedicated to Pleasure Craft Insurance. Our Policy represents our philosophy of fairness and integrity with our customer. It is a straightforward and easy to understand Policy and defines in simple terms the extent of cover available. We are continually monitoring market conditions and modifying our Policy to ensure that we satisfy your requirements and provide you with excellent cover backed by a first class service particularly in the unfortunate event of a claim.

C COMPLAINTS

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact the Senior Underwriter at Yachtmaster Insurance Services Ltd., Ferry Quay House, Ferry Quay, Woodbridge, Suffolk, IP12 1BW. In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to Munich Re Syndicate Ltd or the Complaints team at Lloyd's.

You may contact Munich Re Syndicate Ltd at the following address:

Claims Department
Munich Re Syndicate Limited
St Helen's
1 Undershaft
London EC3A 8EE

E-mail: complaints@mrunderwriting.com

The address of the Complaints team at Lloyd's is:

Complaints
Lloyd's
One Lime Street
London EC3M 7HA

Telephone: 020 7327 5693
Fax: 020 7327 5225
E-mail: complaints@lloyds.com
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service (FOS).

The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email complaint.info@financial-ombudsman.org.uk.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at www.financial-ombudsman.org.uk.

If you have purchased your policy online you can make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is:
<http://ec.europa.eu/odr>

D LAW APPLICABLE TO THE CONTRACT	<p>The law applicable to this insurance contract is subject to agreement between the parties. Unless a special Endorsement to the contrary has been requested by you and agreed by us, the law applying to this insurance contract will be as follows:</p> <ul style="list-style-type: none">(i) if you are applying for insurance protection as a private individual, the law applicable to that part of the United Kingdom, Channel Islands or Isle of Man in which you or the first named Policy Holder normally resides; or(ii) if you are applying for insurance protection in your capacity as a sole trader or as a company the law applicable to that part of the United Kingdom, Channel Islands or Isle of Man in which you have your principal place of business; or(iii) if the above does not apply, the law of England and Wales.
E PAYMENT OF PREMIUMS BY INSTALMENTS	<p>Reference to the payment of premiums includes payments by installments. If you pay by this method the Policy remains an annual contract and the date of payment and the amount of the installments are governed by the terms of the Credit Agreement. If an installment is not received by the due date then subject to the Consumer Credit Act 1974 you will be given written notice, given 10 days in which to remedy the default prior to your Policy being cancelled from the day when the installment was due and the credit agreement being cancelled. If you pay the premium by installment and you suffer a total loss or constructive total loss then we shall be entitled to deduct the balance of premium from any payment we make to you in respect of that total loss or constructive total loss.</p>
F DATA PROTECTION ACT 1998	<p>Please read this notice as it explains the purposes for which we or Munich Re Syndicate Limited will use personal data and sensitive personal data which we hold. You should show this notice to anyone who has an interest in the Policy. To enable us to provide a fast and efficient service to our clients we operate a database of all information relating to your Policy, including information provided to us, information contained within the Schedule of Insurance, policy periods and renewal dates, together with any correspondence that we might exchange. Under the Data Protection Act 1998 we need to obtain your consent to holding this information on our system. If we should need to store any additional information we will of course approach you first to obtain your permission. This information is used for underwriting purposes and in the unfortunate event of a claim.</p>
YOUR PERSONAL DATA	<p>For mutual security, calls may be recorded and may be monitored for training purposes and to prevent and detect fraud. For the purposes of the Data Protection Act 1998 the Data Controllers in relation to the personal data you supply are Yachtmaster Insurance Services Ltd and Munich Re Syndicate Limited jointly.</p>
INSURANCE ADMINISTRATION, RENEWAL AND CLAIMS HANDLING	<p>Information you supply may be used for the purpose of insurance administration, renewal and claims handling by us, Munich Re Syndicate Limited, its agents, reinsurers and your intermediary. In assessing any claims made, we may undertake checks against publicly available information such as Electoral Register, County Court Judgments, bankruptcy or repossession information. Information may also be shared with other insurers either directly or via those acting for us such as loss adjusters or investigators. We may also be required to provide information to authorities particularly if you or your vessel are resident or registered outside of the United Kingdom.</p>
CLAIMS AND UNDERWRITING EXCHANGE REGISTERS	<p>When we deal with your request for insurance we may search these registers and any other relevant registers. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may give rise to a claim. When you tell us about an incident, we may pass this information to the registers and any other relevant registers. You can ask us for more information about this.</p>
YOUR ELECTRONIC INFORMATION	<p>If you contact us electronically, we may collect your electronic identifier, e.g. Internet Protocol (IP) address or telephone number supplied by your service provider. This information may be used by us to aid in the detection of fraud.</p>
SENSITIVE PERSONAL DATA	<p>In order to assess the terms of the insurance contract or administer claims, we will need to collect personal data which the Data Protection Act 1998 defines as sensitive, such as medical history or criminal convictions and we may need to transfer this data overseas. By proceeding</p>

with this contract, you will signify your explicit consent to such information being processed by us.

**CREDIT SEARCHES
AND USE OF THIRD
PARTY INFORMATION**

In assessing your application/renewal, to prevent fraud, check your identity and to maintain our policy records, we or any credit provider may:

Search files made available to them by any credit reference agencies who may keep a record of that search. We or any credit provider may also pass to credit reference agencies information we or they hold about you and your payment record. The information will be used by other credit providers for making credit decisions about you and the people with whom you are financially associated for fraud prevention, money laundering prevention and for tracing debtors. We or any credit provider may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by us or any credit provider, acceptance or rejection of your application/renewal will not depend only on the results of the credit scoring process.

**OVERSEAS
TRANSFER OF DATA**

We and the other companies processing your data for the purposes mentioned above may from time to time need to undertake some of the processing in countries outside of the European Economic Area which may not have laws to protect your personal data, but in all cases we will ensure that it is kept securely and only used for the purposes for which you provided it. Details of the companies and countries involved can be provided on request.

FRAUD PREVENTION

In order to prevent and detect fraud we may at any time: share information about you with other organisations including the Police; undertake credit searches; check and/or share your details with fraud prevention and detection agencies. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We or other organisations may also access and use this information to prevent fraud and money laundering, for example when:

Checking details on applications for credit and credit related or other facilities;
Managing credit and credit related accounts or facilities;
Recovering debt;
Tracing beneficiaries;
Checking details on proposal and claims for all types of insurance.

Please contact us on the number shown on your policy documentation if you want to receive details of the relevant fraud prevention agencies. We or other organisations may access and use from other countries the information recorded by fraud prevention agencies.

**MARKETING AND
MARKET RESEARCH**

Yachtmaster Insurance Services Ltd its agents and its suppliers may use your information to keep you informed by post, telephone, e.mail or other means of products and services which may be of interest to you. They may also contact you to conduct market research. Your information may also be used for the above purposes after your policy has lapsed. If you do not wish your information to be used for these purposes please write to the Data Protection Officer at the address stated in Section 1.A.2.

YOUR RIGHTS

You are entitled to request a copy of the information we hold about you for which we may charge a small fee. If you have any questions or you would like to find out more about this notice please write to the Data Protection Officer at the address stated in Section 1.A.2.

For more information on the Data Protection Act you may also write to the Office of the Information Commissioner at Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF. Telephone: 0303 123 1113 or 01625 545745, e.mail: casework@ico.org.uk

Under this legislation we are only able to discuss your insurance with you unless we and you have specifically agreed to the contrary.

You should show this notice to anyone who has an insured interest under this Policy.

G DEFINITIONS

ANTI-THEFT DEVICE

A device sold and marketed as a secure method of preventing theft or another security method approved by us.

SECTION 1 continued

BARRATRY	Any wrongful act committed without your knowledge or participation and to your prejudice by anyone using or on board the Vessel with your permission.
BOAT	Any type of small craft which forms part of the Vessel's equipment and is used for the operation of the Vessel and is specified on the Schedule or otherwise notified to us and confirmed in writing. Any reference to " Vessel " in this Policy includes the Vessel's boat(s) unless the context requires otherwise. A liferaft is not a Boat .
COASTAL WATERS	Waters around the coast up to a distance of 12 miles offshore of the land mass described in the Cruising Area . You can travel between two points by the most direct route even though this might take you outside the 12 mile limit. Otherwise you must not proceed further than the 12 mile limit even between the land mass and associated islands except for the United Kingdom when you may travel between the land mass and associated islands (with the exception of the Channel Islands).
CONDITION PRECEDENT	A condition of the Policy with which you must comply if we are to be liable in respect of any claim by you for loss, damage or liability.
CRUISING AREA	This is the area noted on the Schedule..
ENDORSEMENT	An alteration in writing to the terms of the Policy.
EXCESS	The amount noted on the Schedule to be deducted from each and every claim except in the case of total or constructive total loss.
HOUSEBOAT	The Vessel will be deemed to be used as a houseboat if during the period of lay-up any person other than a trespasser sleeps upon it for more than 2 nights in succession or for more than 4 nights in any period of 4 weeks.
IMMEDIATE FAMILY	Those members of your family who reside permanently with you.
IN-COMMISSION PERIOD	This is the period when the Vessel is not required to be laid up and may be used in navigation including lifting, hauling out and launching.
INSURED VALUE	This is the sum(s) noted on the Schedule.
LAY UP PERIOD	This is the period (if any) noted on the Schedule when the Vessel must not be used for any purpose except for the carrying out of minor maintenance and repairs and must be laid up at the place named on your Schedule or any other place agreed by us in writing. The Vessel must not be used as a houseboat nor undergo major repair/refit unless we give permission in writing and issue an endorsement to this effect.
LATENT DEFECT	A defect which is not discoverable by the exercise of reasonable care.
MACHINERY	Includes main or auxiliary engines, electrical equipment, cables and fittings and hydraulic equipment, piping and fittings, boilers and shafts.
PERIOD OF INSURANCE	The period noted on the Schedule or in any endorsement .
SUE AND LABOUR	Any expense reasonably incurred with a view to minimising or averting loss of or damage covered under the Policy to the insured property.
VESSEL	<p>The Vessel noted on the Schedule including sails, machinery, gear, equipment (including its Boat(s), if noted on the Schedule) lifejackets and handheld navigational aids and televisions, sound systems, radios and other electronic equipment permanently fixed to the Vessel's structure furniture and fittings. "Vessel" does not include:</p> <ul style="list-style-type: none">(i) Boats unless specifically noted on the Schedule;(ii) Outboard motors unless specifically noted on the Schedule;(iii) consumables such as food, lubricants, fuel, paint etc;(iv) the trailer for the Vessel or its Boat(s);(v) the personal property of any person;

SECTION 1 continued

- (vi) fishing or sporting equipment;
- (vii) moorings not carried on board;
- (viii) hand and power tools.

**WAR, CIVIL
DISTURBANCE AND
TERRORISM**

War, Civil Disturbance and Terrorism means:

- (i) international war;
- (ii) any act of hostility by a nation or state against another;
- (iii) civil war, revolution, rebellion or insurrection;
- (iv) the detonation of any derelict mine, torpedo, bomb or other derelict weapon of war;
- (v) labour disturbances;
- (vi) acts of terrorists;
- (vii) acts of persons in furtherance of a political motive.

WHEELCLAMP

A device sold and marketed as a secure method of preventing theft by avoiding road wheels turning or such other device approved by us.

WILFUL MISCONDUCT

Includes but is not limited to conduct when under the influence of:

- (i) alcohol so as to impair safe navigation or management of the **Vessel**; or
- (ii) prohibited drugs.

SECTION 2- THE VESSEL

A COVER FOR THE VESSEL

Subject to the **Conditions Precedent**, Limitations and the other terms of the Policy we shall cover you in respect of physical loss of or damage to the **Vessel** caused by:

- (i) accidents (including fire, explosion, collision, stranding, grounding and heavy weather);
- (ii) **Latent Defect** in the **Vessel** for which purpose corrosion or rust not discoverable by the exercise of reasonable care or where the corroded or rusted item has been inspected, maintained, serviced or replaced in accordance with the manufacturer's, supplier's or other recommendation is considered a **Latent Defect**;
- (iii) negligence;
- (iv) theft of the entire **Vessel**;
- (v) theft of any part of the **Vessel** provided that at the time of the theft the part is either:
 - (a) securely fastened to the **Vessel** and in the case of an outboard motor locked on by an anti-theft device in addition to its normal method of attachment; or
 - (b) inside a locked compartment on board the **Vessel** or in a locked place of storage ashore;
- (vi) malicious acts of third parties (including vandalism, piracy or barratry);
- (vii) freezing;
- (viii) rodents.

B EXCLUSIONS TO COVER FOR THE VESSEL

This Policy does not cover physical loss of or damage:

1. To the **Vessel** caused by:
 - (i) theft;
 - (a) while left unattended at anytime on a trailer unless an anti-theft device protects the trailer;
 - (b) by fraud practised against you;
 - (ii) wear, tear or depreciation;
 - (iii) insects, marine borers, barnacles, marine growth, vermin, fungi or molluscs;
 - (iv) corrosion or rust discoverable by the exercise of reasonable care or which would be identified or prevented by inspection, maintenance, service or replacement in accord with the manufacturer's, supplier's or other recommendation of the corroded or rusted item;
 - (v) rot, mildew, dampness or weathering;
 - (vi) electrolysis;
 - (vii) osmosis;
 - (viii) civil, criminal or administrative proceedings, action by customs officers or executive action of a government or government department unless arising out of an event which is covered by this Policy;
 - (ix) **War, Civil Disturbance and Terrorism**;
 - (x) **Wilful Misconduct**.

SAILS

2. To the **Vessel's** sails caused by splitting or being blown away while hoisted or unfurled in use unless caused by:
 - (i) damage to the spars to which the sails are attached;

SECTION 2 continued

- (ii) the stranding or sinking of the **Vessel** or the **Vessel** being on fire;
 - (iii) impact between the **Vessel** and any external substance including ice (but not water).
- RACING** 3. To the **Vessel's** sails, masts, spars and rigging, while the **Vessel** is racing, unless caused by:
 - (i) the stranding or sinking of the **Vessel** or the **Vessel** being on fire;
 - (ii) impact between the **Vessel** and any external substance including ice (but not water).
- MACHINERY** 4. In the case of vessels which:
 - (i) are over three years of age from the date of completion of build; or
 - (ii) have an actual or maximum designed speed under engine power in excess of 17 knots;to the **Vessel's** machinery unless caused by:
 - (a) accidental incursion of water into the **Vessel** but not the engine alone; or
 - (b) the stranding or sinking of the **Vessel** or the **Vessel** being on fire; or
 - (c) impact between the **Vessel** and any substance including ice (but not water); or
 - (d) theft or malicious persons; or
 - (e) freezing providing the machinery has been maintained in accordance with manufacturers' recommendations by a competent mechanic and the machinery has been protected by appropriate anti-freeze mixed and inserted in accordance with the manufacturers' specification; orunless **Endorsement 2** has been agreed and noted on the Schedule.
- TRANSIT** 5. To **Vessels**:
 - (i) with an overall length of more than 30 feet, from any cause while being transported by land, sea or air unless **Endorsement 3** has been agreed and noted on the Schedule;
 - (ii) of any length, caused by scratching, bruising or denting during:
 - (a) the preparation for transportation by land, sea or air; or
 - (b) while being so transported.
- BOATS** 6. To **Boats** caused by theft unless permanently marked with the name of the **Vessel** or other unique marking.
- OUTBOARD ENGINES** 7. To outboard motors by theft unless secured to the **Vessel** or **Boat** by an **anti-theft device** in addition to its normal method of attachment.
- C AMOUNT PAYABLE IN THE EVENT OF LOSS OF OR DAMAGE TO THE VESSEL** 1. We shall pay the value of the **Vessel** or its boat(s) or outboard(s) as noted on the Schedule if:
 - TOTAL LOSS** (i) the **Vessel** or its boat(s) or outboard(s) is totally lost or destroyed;
 - CONSTRUCTIVE TOTAL LOSS** (ii) the cost of recovering and/or repairing the **Vessel** or its boat(s) or outboard(s) will exceed the value noted on the Schedule;
 - CONSTRUCTIVE TOTAL LOSS CAUSED BY LOSS OF USE** (iii) you have been deprived of the free use and disposal of the **Vessel** or its **Boat(s)** or outboard(s) for a period of 12 consecutive months commencing during the **Period of Insurance** except in cases of theft when the period shall be a reasonable period depending upon the facts of each individual case.

SECTION 2 continued

REPLACEMENT OPTION	(iv)	Instead of paying in money the value of the Vessel or its boat(s) or outboard(s) as noted on the Schedule in accordance with Section 2.C.1, we reserve the right to replace the Vessel or its boat(s) or outboard(s) with a Vessel or boat(s) or outboard(s) of similar age, size, type and condition. Should we exercise this option it is acceptable that the appearance and condition of the vessel shall not be exactly replicated.
PARTIAL LOSS	2.	In all other cases, we will pay the reasonable cost of recovering the Vessel or its boat(s) or outboard(s) and the reasonable cost of effecting repairs, less the Excess .
D EXCLUSIONS TO AMOUNT PAYABLE	1.	We shall not pay the cost and expense of rectifying or repairing:
FAULTY DESIGN ETC	(i)	a fault in design or construction;
	(ii)	any part (including the whole or any part of the hull) which is subject to a fault in design or construction or to a Latent Defect (i.e., the defective part itself including the whole or any part of the hull);
DEFECTIVE WORKMANSHIP	(iii)	defective workmanship carried out or materials provided by an independent contractor employed to carry out maintenance, repairs or alterations to the Vessel .
BETTERMENT	2.	We reserve the right to deduct:
	(i)	up to one third of the replacement cost of used sails, running rigging, protective covers and canopies and outboard motors;
	(ii)	a reasonable amount from the cost of repairs or replacement to take account of any betterment to the Vessel arising out of repairs or replacement.
E ADDITIONAL SUMS PAYABLE	1.	We shall also pay the following:
EXPENSE OF INSPECTION	(i)	the expense of inspecting the Vessel after grounding (even if no damage is found);
MINIMISING LOSSES INCLUDING SALVAGE AND SUE AND LABOUR	(ii)	expense incurred for the purpose of averting or minimising physical loss of or damage to the Vessel provided that in each case the expense:
	(a)	is both reasonably incurred and reasonable in amount; and
	(b)	results from an event (or the possibility of an event) for which there is or would be cover under the Policy;
	(iii)	the costs of averting or avoiding oil pollution or clearing and cleaning away oil pollution providing that we pay you for physical loss of or damage to the Vessel .
	2.	Any sums payable under Section 2E1 above are subject to the Excess .
AMOUNT RECOVERABLE	3.	The total amount recoverable under Section 2E1 and arising out of any one event is limited to the Insured Value of the Vessel .

SECTION 3 - THE TRAILER(S)

A COVER FOR THE TRAILER(S)	<p>If we have agreed and noted a value of your trailer on the Schedule and subject to the Conditions Precedent, Limitations and the other terms of the Policy we shall cover you in respect of physical loss of or damage to the Trailer(s) caused by:</p> <ul style="list-style-type: none">(i) theft; or(ii) fire, explosion or lightning; or(iii) collision or accident whilst in use.
B EXCLUSIONS TO COVER FOR THE TRAILER(S)	<p>1. This Policy does not cover physical loss of or damage to the Trailer(s) caused by theft:</p> <ul style="list-style-type: none">(i) during preparation for or in the course of towage unless the Trailer(s) is securely locked to the road vehicle and the road vehicle is occupied or securely locked; or(ii) otherwise than during the preparation for or in the course of towage unless the Trailer(s) is secured by a wheelclamp or is in a locked place of storage.
THEFT OF UNLOCKED TRAILER(S)	
EXCLUSIONS TO COVER FOR TYRES	<p>2. This Policy does not cover physical loss of or damage to the Trailer(s) tyres caused by the application of brakes or by punctures, cuts, bruises or by wear and tear.</p>
C AMOUNT PAYABLE IN THE EVENT OF DAMAGE TO THE TRAILER(S)	<p>1. We shall pay the Insured Value of the Trailer(s) if:</p> <ul style="list-style-type: none">(i) the Trailer(s) is totally lost or destroyed; or(ii) the cost of recovering and/or repairing the Trailer(s) will exceed the Insured Value; or(iii) you have been deprived of the free use and disposal of the Trailer for a period of 12 consecutive months commencing during the Period of Insurance except in cases of theft when the period shall be a reasonable period depending upon the facts of each individual case.
TOTAL LOSS	
CONSTRUCTIVE TOTAL LOSS	
CONSTRUCTIVE TOTAL LOSS CAUSED BY LOSS OF USE	
PARTIAL LOSS	<p>2. In all other cases, we shall pay the reasonable cost of recovering the Trailer(s) and the reasonable cost of effecting repairs, less the Excess.</p>

SECTION 4 - PERSONAL PROPERTY

- A COVER FOR PERSONAL PROPERTY** If we have agreed and noted a value for your **Personal Property** on the Schedule and subject to the **Conditions Precedent**, Limitations and the other terms of the Policy, we shall cover your **Personal Property** and the **Personal Property** of your **Immediate Family** against physical loss or damage however caused, provided that the **Property** is:
- (i) on board the **Vessel**; or
 - (ii) being used in connection with the **Vessel**; or
 - (iii) in transit between your residence and the **Vessel**.
- B PROPERTY COVERED BY SPECIAL AGREEMENT** Unless we specifically agree in writing we do not cover you in respect of physical loss of or damage to:
- (i) fishing gear or equipment; or
 - (ii) sporting equipment or diving gear.
- C EXCLUSIONS TO COVER FOR PERSONAL PROPERTY**
1. This Policy does not cover:
 - (i) passports, cash, currency or banknotes; or
 - (ii) stamps, travellers cheques or travel tickets; or
 - (iii) debit/credit/cash/cheque cards; or
 - (iv) jewellery including watches, spectacles and contact lenses;
 - (v) keys, mobile phones, laptops or other mobile electronic equipment used for purposes other than navigation;
 2. loss of or damage:
 - (i) caused by:
 - (a) wear, tear or depreciation; or
 - (b) damp, rot, mould, mildew, corrosion or rust; or
 - (c) moth; or
 - (d) **War, Civil Disturbance or Terrorism**.
 - (ii) caused to articles of a brittle nature by breaking unless due to:
 - (a) the stranding or sinking of the **Vessel** or the **Vessel** being on fire; or
 - (b) impact between the **Vessel** and any external substance including ice (but not water); or
 - (c) heavy weather; or
 - (d) the action of thieves, robbers or burglars.
 3. Unless we agree in writing, we do not insure **Personal Property** if we insure the **Vessel** laid up for the whole of the **Period of Insurance**.
- D AMOUNT PAYABLE IN THE EVENT OF LOSS OF OR DAMAGE TO PERSONAL PROPERTY**
1. We shall pay the value of the **Personal Property** up to the amount noted on the Schedule if:
 - (i) the **Personal Property** is totally lost or destroyed; or
 - (ii) the cost of recovering and repairing the **Personal Property** exceeds the lesser of either:
- TOTAL LOSS**

SECTION 4 continued

	(a) its value; or
	(b) £200; or
	(c) such other sum agreed by us in writing.
CONSTRUCTIVE TOTAL LOSS CAUSED BY LOSS OF USE	(iii) the Insured or Immediate Family has been deprived of the free use and disposal of the Personal Property for a period of 12 consecutive months commencing during the Period of Insurance except in cases of theft when the period shall be a reasonable period depending upon the facts of each individual case.
MAXIMUM SUM PAYABLE	2. We shall not pay more than £200 in respect of any one item unless each item valued in excess of £200 is specifically declared and agreed by underwriters.
REMAINS	3. If we agree to pay the value of the Personal Property we shall be entitled: (i) to require you to sell the remains (if any) and account to us for the proceeds of sale; or (ii) in our absolute discretion to take over the remains.
PARTIAL LOSS	4. In any other case, we shall pay the reasonable cost of effecting repairs.
EXCESS	5. No Excess shall be applied to a claim under this Section.
E EXCLUSIONS TO AMOUNT PAYABLE	
UNDERVALUED PROPERTY [AVERAGE]	If at the time of loss of or damage to the Personal Property the actual value is greater than the insured value, our liability will be limited to the proportion which the insured value bears to the actual value.

SECTION 5 - THIRD PARTY LIABILITY

A COVER FOR LIABILITY TO THIRD PARTIES

PERSONS COVERED

1. The **Insured Persons** referred to in this Section are:

- (i) you;
- (ii) any person using the **Vessel** with your permission.

COVER

2. Subject to the **Conditions Precedent**, Limitations and the other terms of the Policy we shall cover the **Insured Persons** in respect of legal liability to another person (including another person insured under this Section) arising out of the **Insured Person's** interest in or use of the **Vessel** (including wreck removal and damage caused by oil pollution).

B EXCLUSIONS TO COVER FOR LIABILITY OF THIRD PARTIES

PERSONS NOT COVERED

This Policy does not cover the liability of the following persons:

- (i) any person employed under a contract in connection with the **Vessel**, other than captain or crew and employed by you;
- (ii) an employee of or an operator of a marina, slipway, shipyard, yacht club, sales agency, similar organisation or crane or travel hoist;
- (iii) any person while engaged in any sport which involves being towed by the **Vessel** unless Endorsement 4 has been agreed and noted on the Schedule;
- (iv) any person while engaged in snorkelling, aqualung diving or other underwater sport including whilst disembarking or boarding.

C EXCLUSIONS TO COVER FOR LIABILITY TO THIRD PARTIES

LIABILITY NOT COVERED

1. This Policy does not cover liability to the following persons:

- (i) any person employed under a contract in connection with the **Vessel**;
- (ii) any person while engaged in any sport which involves being towed by the **Vessel** unless Endorsement 4 has been agreed and noted on the Schedule;
- (iii) any person while engaged in snorkelling, aqualung diving or other underwater sport including whilst disembarking or boarding other than liability to such person arising as a result of physical contact between such person and the **Vessel**.

WILFUL MISCONDUCT

2. We shall not cover liability caused or contributed to by recklessness or **Wilful Misconduct** on the part of the **Insured Person**.

TRAILERS

3. We shall not cover liability to third parties:

- (i) caused or contributed to by the **Trailer(s)** becoming detached from the towing vehicle;
- (ii) as a result of an accident occurring on a highway or public or private place whilst the **Trailer(s)** is attached to the towing vehicle.

CONTRACTUAL LIABILITY

4. We shall not cover liability arising out of a contract.

D AMOUNT PAYABLE IN RESPECT OF LIABILITY TO THIRD PARTIES

We shall pay the following:

- (i) the amount which an **Insured Person** is held liable to pay a third party, up to the maximum sum noted on the Schedule in respect of any one event; and

SECTION 5 continued

- (ii) the costs of an **Insured Person** in defending any claim brought against him, provided that such costs are incurred with our prior written consent; and
- (iii) the costs of an **Insured Person** at any inquest, inquiry or similar proceeding, provided that such costs are incurred with our prior oral or written consent;

less in all cases the **Excess**.

**E EXCLUSIONS TO
AMOUNT PAYABLE**

FINES

We shall not pay fines or punitive damages.

SECTION 6 - GENERAL EXCLUSIONS

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to or arising from:

- (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- (ii) the radioactive, toxic, explosive, or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- (iii) any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter;
- (iv) the radioactive, toxic, explosive or any other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
- (v) any chemical, biological, biochemical or electromagnetic weapons;
- (vi) the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electrical system.

SECTION 7 - CONDITIONS PRECEDENT AND LIMITATIONS

<p>A GENERAL NATURE OF A CONDITION PRECEDENT</p>	<p>A condition of the Policy with which you must comply if we are to be liable in respect of any claim by you for loss, damage or liability.</p>
<p>ALTERATIONS OR DELETION OF CONDITIONS OR LIMITATIONS</p>	<p>If you give us prior notice in writing that you wish to alter or delete a Condition Precedent or a Limitation we may, in our discretion and upon payment of any additional premium required, agree in writing to such alteration or deletion.</p>
<p>B LOW SPEED LIMITATION</p>	<p>Unless Endorsement 5 has been agreed and noted on the Schedule we do not insure you or the Vessel if the maximum designed speed of the Vessel (and any boat(s)) when under engine power exceeds 17 knots.</p>
<p>C PRIVATE PLEASURE LIMITATION</p>	<p>Unless Endorsement 6 has been agreed and noted on the Schedule we will not insure you or the Vessel whilst your Vessel is used for purposes other than private pleasure or is let out for hire or reward or used for commercial purposes.</p>
<p>D CRUISING AREA LIMITATION</p>	<p>We will not insure you or the Vessel whilst your Vessel is outside the Cruising Area noted on the Schedule.</p>
<p>E STRUCTURAL ALTERATION CONDITION PRECEDENT</p>	<p>It is a Condition Precedent to our liability under the Policy that before making any significant structural alteration or addition to the Vessel during the Period of Insurance you first obtain our prior written consent.</p>
<p>F TRAILER(S) CONDITION PRECEDENT</p>	<p>It is a Condition Precedent to our liability under the Policy for loss or damage to the Vessel whilst it is on the trailer or for the trailer that the trailer is:</p> <ul style="list-style-type: none"> (i) securely locked to a road vehicle and the road vehicle will be occupied or securely locked; or (ii) attended or secured by a wheelclamp or in a locked place of storage.
<p>G LAID UP LIMITATION</p>	<p>If the Schedule states that the Vessel is to be laid up for part or whole of the Period of Insurance we will not insure you or the Vessel if the Vessel is not safely laid up during that period, is out of commission and in the place and type of berth as stated by you or such other place or type or berth as may be agreed by us in writing. This Limitation does not apply to the Vessel's equipment which will remain insured whilst in store elsewhere.</p>
<p>H HOUSEBOAT LIMITATION DURING THE PERIOD OF LAY UP</p>	<p>We will not insure you or the Vessel for any period whilst your Vessel is used as a houseboat during the period of lay up on the Schedule (if any) unless Endorsement 10 has been noted and agreed on the Schedule.</p>
<p>I SEAWORTHINESS CONDITION PRECEDENT</p>	<p>It is a Condition Precedent to our liability under the Policy that you exercise reasonable care to make and keep the Vessel in a seaworthy condition and to keep the Vessel in a safe place, when not underway.</p>
<p>J LIMITATION THAT THE VESSEL WILL NOT TOW OR BE TOWED</p>	<p>We will not insure you or the Vessel during any time that the Vessel tows another vessel or is towed by another vessel except in emergency or when it is customary.</p>
<p>K CREW CONDITION PRECEDENT</p>	<p>(Crew includes Captain/Skipper)</p> <p>It is a Condition Precedent to our liability under the Policy that:</p> <ul style="list-style-type: none"> (i) at all times when your Vessel is underway the minimum number of crew members on board will be as noted in Endorsement 9 on the Schedule; <p style="text-align: center;">or</p> <ul style="list-style-type: none"> (ii) if Endorsement 9 is not noted on the Schedule and if your Vessel is 24 feet in length or over, at all times when your Vessel is underway the minimum number of competent crew members on board will be two except when crossing the Bay of Biscay when there will be three. The term Bay of Biscay crossing means from leaving the last port of call before commencing the crossing of the Bay of Biscay until the next port of call having completed the Bay of Biscay crossing.

SECTION 8-GENERAL TERMS

- A EXTENSION OF COVER**
1. If at or before expiry of the Policy you give us notice in writing that the **Vessel** is at sea, the Policy will be extended for 30 days or until the **Vessel** arrives at a safe mooring, anchorage or place, whichever occurs the sooner. We shall be entitled to charge an additional premium for any Period by which the Policy is so extended.
 2. If the **Vessel** is less than 18 feet in length overall we shall extend the cover for use in European Continental waters provided that:
 - (i) you give us prior notice; and
 - (ii) the period when the **Vessel** is outside the **Cruising Area** noted on the Schedule does not exceed 30 days in total in any **Period of Insurance**; and
 - (iii) the **Vessel** is transported to and from the European Continent by a suitable conveyance; and
 - (iv) use of the **Vessel** is restricted to coastal waters (which for the purposes of this extension means waters within 3 miles of the coast); and
 - (v) when the **Vessel** is outside the **Cruising Area** noted on the Schedule the **Excess** will be doubled.
- B SALE OR CHANGE OF INTEREST IN THE VESSEL**
1. Unless we agree in writing if during the **Period of Insurance**:
 - (i) the ownership of the **Vessel** is sold or otherwise transferred; or
 - (ii) in the case of a **Vessel** owned by a company limited by shares and the ownership of more than 50% of the shares is sold or otherwise transferred in any one transaction or series of transactions;

this Policy will automatically be cancelled with effect from the date of the transfer and we shall return to you the premium paid in respect of the unexpired **Period of Insurance** less a service charge as set out in our terms of business.
 2. You will inform us in writing of any change of ownership or interest in the **Vessel** within 7 days of any change taking place.
- C CANCELLATION**
1. This Policy may be cancelled by us at any time where there is a valid reason for doing so by 14 days written notice (except in respect of direct debit default when the period shall be 10 days) setting out the reason for cancellation sent by pre-paid post to the address shown on the Schedule. If we cancel we will set out the reason for cancellation in our notice. Valid reasons may include but are not limited to:
 - (i) where we have been unable to collect a premium payment or **Excess**. In this case we will contact you in writing requesting payment by a specific date. If we do not receive payment by this date we will write to you again notifying you that payment has not been received and giving you 10 days' notice of a final date for payment. This letter will also notify you that if payment is not received by this date your Policy will be cancelled from the day when the instalment was due. If payment is not received by that date we will cancel your Policy with immediate effect and notify you in writing that such cancellation has taken place;
 - (ii) where you are required in accordance with the terms of this Policy to co-operate with us or send us information or documentation and you fail to do so in a way that materially affects our ability to process a claim or our ability to defend our interests. In this case, we may issue a cancellation notice and we will cancel your policy if you fail to co-operate with us or provide the required information or documentation by the end of the 14 day cancellation notice period;
 - (iii) where there is a material failure by you to comply with the **Conditions Precedent** and Limitations contained in the Policy and in particular at Section 7 and within any of the applicable **Endorsements** or you act with **Wilful Misconduct** in the use or ownership of your **Vessel**;
 - (iv) where we reasonably suspect fraud; or
 - (v) use of threatening or abusive behaviour or language or intimidation or bullying of our staff or suppliers.

If we do cancel your policy, we will return to you a proportion of the premium paid in respect of the unexpired period of insurance less a cancellation fee as set out in our terms of business to take into account our costs in providing your policy.

If we cancel your insurance at any time, we will automatically cancel any cover provided by the additional benefits provided with your **Vessel** cover.

If we cancel your policy because we have been unable to collect the premium by direct debit installments, we will charge the cancellation fee as set out in our terms of business to take account of our costs in providing your policy and for recovering any premium owed to us for the period of cover.

2. This Policy may be cancelled by you at any time where there is a valid reason for doing so by giving 14 days' notice either by written notice sent by pre paid post to our address shown above, by telephone to the number shown above or by email setting out the reason for cancellation.

- (i) If you cancel before the **Period of Insurance** we will return any premium you have paid in full.
- (ii) If you cancel within 14 days of the **Period of Insurance** starting or receiving your Policy documents (whichever occurs later) we will return any premium paid less a charge for the number of days for which cover has been given and provided there has been no claim.
- (iii) If you cancel after those 14 days have passed we will return any premium paid less;
 - (a) a charge for the number of days for which cover has been given; and
 - (b) a cancellation fee as set out in our terms of business.
- (iv) We will not refund any premium if you have made a claim or if one has been made against you during the **Period of Insurance**.
- (v) If you have made a claim or one has been made against you, the balance of the premium for the **Period of Insurance** will become payable.
- (vi) You must return to us the Schedule of Insurance.
- (vii) Your rights of cancellation apply both on taking out the insurance and on every renewal.

D RENEWAL

If you wish to renew the Policy you must, before the renewal is agreed, disclose to us any change of information which you provided on taking out your Policy, since if you do not, we may:

- (i) amend your Policy to record the correct information, apply any relevant policy terms and conditions and collect any additional premium due including any administration charges. If you pay by instalments, you will be informed if this additional premium cannot be added to your current instalment plan and must be paid in full;
- (ii) reject a claim or reduce the amount of payment we make; or
- (iii) cancel or void your Policy (treat it as if it never existed) and apply a cancellation charge.

Where fraud is identified, we will also:

- (i) not return any premium paid by you; and
- (ii) recover from you any costs which we have incurred; and
- (iii) pass details to fraud prevention and law enforcement agencies who may access this information.

SECTION 8 continued

- E NO CLAIMS BONUS**
1. If you renew this Policy you will be entitled to a no claims bonus provided that:
 - (i) the net premium after deduction of any no claims bonus is not below the minimum premium charged by us; and
 - (ii) the Policy has been in force for 12 consecutive months (including an in-commission period of not less than 4 months); and
 - (iii) you renew it for a further period of 12 consecutive months (including an in-commission period of not less than 4 months); and
 - (iv) no claims have been made under this Policy; and
 2. The amount of the reduction is as follows:
 - (i) 5% for the first claim free year;
 - (ii) 10% for the second consecutive claim free year;
 - (iii) 15% for the third consecutive claim free year;
 - (iv) 20% for the fourth consecutive claim free year.

- F ADDITIONAL BENEFITS**
- MEDICAL EXPENSES**
1. Subject to the **Conditions Precedent**, Limitations and other terms of the Policy we shall cover you and/or your crew for medical expenses incurred by you and/or them arising out of personal injuries caused by any of the perils covered by Section 2A but not excluded by Section 2B of the policy.

Any payment under this part of the Policy will not exceed £1,000 in respect of any one event or series of events arising out of the same occurrence and will not be subject to the excess.

- G ROAD TRANSIT**
1. If the **Vessel** is carried on a trailer you must ensure that both the **Trailer** and the towing vehicle are fit for the purpose.
 2. If the **Vessel** is carried on the roof rack of a road vehicle you must ensure that:
 - (i) the **Vessel**; and
 - (ii) the roof rack; and
 - (iii) the road vehicle are fit for the purpose; and
 - (iv) all lashings and other fastenings are secure.

This Policy does not cover loss of or damage to the insured property or liability to a third party attributable to a breach of section 8G.

H GAS

1. If gas is used on board the **Vessel**:
 - (i) the installation and tubing must be to the approved British Standards or European Standards and other recommendations; and
 - (ii) all gas containers must be secured against movement; and
 - (iii) all gas lockers must be properly vented to the exterior of the **Vessel**.
2. This Policy does not cover loss of or damage to the insured property or liability to a third party attributable to a breach of Section 8H.

I ASSIGNMENT OF THE POLICY

We are not bound by any assignment of:

- (i) the Policy;
- (ii) any interest in the Policy; or
- (iii) any money payable under the Policy;

unless **Endorsement 7** is agreed and noted on the Schedule.

J JURISDICTION

If we have agreed in writing that you may let out the **Vessel** for hire or reward for commercial purposes the English Courts have exclusive jurisdiction over any dispute arising out of the Policy.

K OTHER INSURANCES

We shall not pay for any loss or damage or provide any indemnity if at the time when the loss or damage occurs the **Vessel**, trailer, the **Personal Property** or the liability of the **Insured Person** is or would but for this insurance, be covered by any other insurance. If, however, the insured value of the property covered by this Policy or the indemnity provided by this Policy is greater than the insured value or indemnity provided by such other insurance we shall, subject to the **Conditions Precedent**, Limitations and other terms of the Policy, pay the difference.

SECTION 9 - CLAIMS

- NOTICE**
1. In this section "**Insured Person**" means any person whose property or liability is covered by this Policy.
 2. The relevant **Insured Person** must:
 - (i) notify us directly of any occurrence which might give rise to a claim under the Policy as soon as possible by any means using the contact details given in the Introduction or by use of the Helpline details of which are given in the immediately following sub-clause;
 - (ii) if the **Vessel** is outside the geographical area of the British Isles and Ireland at the time of any occurrence which might give rise to a claim under the Policy, in the unlikely event that they are unable to make contact with us notify the local Lloyd's Agent as soon as possible;
- WRITTEN REPORT**
- (iii) provide us with a written report of the occurrence as soon as possible;
- THEFT ETC**
- (iv) notify the police as soon as possible of any theft, malicious damage or other crime involving the insured property;
- COURT PROCEDURAL RULES**
- (v) in the unlikely event of court action involving a third party:
 - (a) within 7 days sign and return to us or constructively comment upon any statement of truth that we or our representative may require you to sign;
 - (b) search for and provide to us all documents that we or our representative may require from you in relation to any claim under this Policy and within 7 days sign and return to us any statement of disclosure that we or our representative may request or comment constructively thereupon.
- CLAIMS CONTROL**
3. We shall have the absolute right in our discretion and at our expense:
 - (i) to commence or take over and conduct the defence of any claim against or prosecution of an **Insured Person** arising out of an occurrence which might give rise to a claim under the Policy;
 - (ii) to commence or take over and conduct any claim brought in the name of an **Insured Person** to recover sums which are or which might be payable under the Policy;
 - (iii) to commence or take over and conduct the representation of an **Insured Person** at any inquest, inquiry or similar proceeding which might give rise to a claim under the Policy.
 4. The relevant **Insured Person** shall give us such assistance as we may reasonably request for the purpose of exercising our rights under Section 9.3.
 5. The relevant **Insured Person** must pass onto us as soon as possible communications from third parties relating to any matter which might give rise to a claim under the Policy having acknowledged such communication giving our identity and your policy number.
 6. The relevant **Insured Person** must not without our prior written consent:
 - (i) admit liability;
 - (ii) make any offer to settle or compromise or pay a claim by a third party which might give rise to a claim under the Policy.
- FRAUDULENT CLAIMS**
7. (i) You must not act in a fraudulent manner. If you or anyone acting for you:
 - (a) makes a claim under the Policy knowing the claim to be false or fraudulently exaggerated in any respect; or
 - (b) makes a statement in support of a claim knowing the statement to be false in any respect; or

SECTION 9 continued

- (c) submits a document in support of a claim knowing the document to be forged or false in any respect; or
 - (d) makes a claim in any respect of any loss or damage caused by your wilful act or with your connivance:
- (ii) then we may:
- (a) reject the claim or reduce the amount of payment we make;
 - (b) cancel your Policy from the date of the fraudulent act and not return any payment paid;
 - (c) be entitled to recover from you the amount of any costs we have incurred relating to the fraudulent claim and any claim or part of a claim we have paid to you in respect of the fraudulent act and any claims or part of any claim paid to you since the date of the fraudulent act;
 - (d) not make any return of **Premium**; and
 - (e) pass details to fraud prevention and law enforcement agencies who may access and use this information. Other insurers may access this information.

SECTION 10 - ENDORSEMENTS

ENDORSEMENT THE FOLLOWING ENDORSEMENTS ARE ONLY APPLICABLE IF ENDORSEMENTS ARE NOTED ON THE POLICY SCHEDULE AND YOU PAY TO US ANY ADDITIONAL PREMIUM REQUIRED

ENDORSEMENT 1 **WAR, CIVIL DISTURBANCE AND TERRORISM**

Subject to the **Conditions Precedent**, Limitations and other terms of the Policy we shall cover you in respect of physical loss of or damage to the **Vessel** caused by **War, Civil Disturbance and Terrorism**.

This extension may be cancelled by us at any time by seven days written notice by prepaid post to the address shown on the Schedule when we shall return to you a proportion of the premium paid in respect of the unexpired **Period of Insurance** provided by the **Endorsement**.

This policy will automatically terminate:

- (i) upon the occurrence of any hostile detonation of any nuclear weapon of war as defined in Section 6(iii);
- (ii) upon the outbreak of war (whether declared or not) between any of the following: United Kingdom, United States of America, France, The Russian Federation, The People's Republic of China.

ENDORSEMENT 2 **MACHINERY DAMAGE INSURANCE**

Subject to the **Conditions Precedent**, Limitations and other terms of the Policy we shall cover the **Vessel's** machinery from the causes specified in Section 2A and Section 2B4 is deleted.

We only cover machinery damage caused by freezing if the machinery has been maintained in accordance with the manufacturer's recommendation by a competent mechanic and the machinery has been protected by appropriate anti-freeze mixed and inserted in accordance with the manufacturer's specification.

ENDORSEMENT 3 **TRANSIT RISKS**

Subject to the **Conditions Precedent**, Limitations and other terms of the Policy we shall cover the **Vessel** against the risks excluded by Section 2B 5(i).

ENDORSEMENT 4 **A LIABILITIES TO AND OF WATERSKIERS**

- (i) Subject to the **Conditions Precedent**, Limitations and other terms of the Policy we shall cover liabilities to and of waterskiers provided that no more than two persons are being towed or preparing to be towed by the **Vessel** at any one time.
- (ii) This Policy does not cover liabilities to and of persons engaged in any other sport which involves being towed by the **Vessel** unless otherwise agreed by us in writing.

B WATER TOYS

- (i) We agree that we will extend **Endorsement 4** to cover liability of and to persons being towed on kneeboards, wakeboards, hydrosleds, ringos, biscuits, tubes and on bananas. It is a **Condition Precedent** to our liability that no more than two persons are being towed or preparing to be towed on kneeboards or wakeboards, hydrosleds, ringos, biscuits and tubes at any one time. It is a **Condition Precedent** to our liability that no more than six persons are being towed or preparing to be towed on bananas.
- (ii) This Policy does not cover liabilities to and of persons engaged in any other sport which involves being towed by the **Vessel** unless otherwise agreed by us in writing.

C CONDITION PRECEDENT

It is a **Condition Precedent** to our liability to indemnify you in respect of claims by third parties that whilst preparing to tow and whilst towing any person or persons until the

towed person(s) is safely back on board the **Vessel** you or anyone you permit to use your **Vessel**, will have on board at least two competent persons one acting as helmsman and one acting as lookout/observer.

ENDORSEMENT 5

Your attention is particularly drawn to the requirement as to security in Clause 4 of this Endorsement

HIGH SPEED CLAUSE

1. The actual maximum designed speed of the **Vessel** (and any boat(s)) under engine power is in excess of 17 knots as noted on the Schedule by this **Endorsement**.
2. Subject to the **Conditions Precedent**, Limitations and other terms of the Policy we shall cover physical loss of or damage to the **Vessel** and liability to third parties.
3. In addition to the other exclusions in the Policy, the Policy does not cover:
 - (i) physical loss of or damage to the **Vessel**, the additional sums payable under Section 2E or liability to third parties arising out of an event occurring while the **Vessel** is being operated in competitive circumstances or undertaking any speed test or trial unless used for predictive logs and treasure hunts which shall not be considered competitive events;
 - (ii) if the **Vessel** is less than 26 feet in length, physical loss of or damage to the **Vessel**, the additional sums payable under Section 2E or liability to third parties arising from the stranding, sinking, swamping, immersion or breaking adrift of the **Vessel** at a time when it is moored or anchored afloat unattended off any beach or shore. The **Vessel** will be deemed to be attended for the purpose of this **Endorsement** provided that the person(s) in charge of the **Vessel** remain(s) in visual contact with it whilst not on board;
 - (iii) if the **Vessel** is less than 26 feet in length, physical loss of or damage to rudder, strut, shaft, propeller, electrical equipment, cables and fittings unless the loss or damage is caused by:
 - (a) heavy weather; or
 - (b) the stranding or sinking of the **Vessel**; or
 - (c) the **Vessel** being on fire; or
 - (d) collision between the **Vessel** and any other **Vessel**, jetty or pier; or
 - (e) theft of the entire **Vessel**; or
 - (f) theft of the items referred to in **Endorsement** 5.3 (iii) above but subject to the provisions of Section 2A (v) (a) and (b); or
 - (g) fire at the place of storage; or
 - (h) malicious act;
 - (iv) theft of outboard motors unless locked on to the **Vessel** by an **Anti-Theft Device** in addition to the normal method of attachment;
 - (v) in the case of **Vessels** fitted with inboard machinery, physical loss of or damage to the **Vessel**, the additional sums payable under Section 2E or liability to third parties arising out of fire or explosion on board the **Vessel**, unless the **Vessel** is equipped:
 - (a) in both the engine room/space and if design allows the tank space with a fire extinguishing system which either operates automatically or is operable from the steering position and which is properly installed and maintained in efficient working order; and
 - (b) in the galley with a portable fire extinguisher in efficient working order of not less than 2kg, or a combination up to this amount and a fire blanket.
4. Subject to the **Conditions Precedent**, Limitations and other terms of the Policy, if your **Vessel** is 18 feet in length or less it is a **Condition Precedent** to our liability under the

Policy that at all times when not being used by you on the water the **Vessel** will be:

- (i) on the trailer which will be securely locked to a road vehicle and the road vehicle will be occupied or securely locked; or
- (ii) attended or in a locked place of storage.

The policy will also cover theft of the craft whilst on the trailer or theft of the trailer if insured hereunder if the trailer has been fitted with and securely locked by a purpose manufactured wheel clamp whilst left unattended

ENDORSEMENT 6

PERMISSION TO CHARTER/HIRE

1. Subject to the **Conditions Precedent**, Limitations and other terms of the Policy we shall cover the **Vessel** whilst on charter. The person chartering the **Vessel** will be insured by us for exactly the same risks and on exactly the same terms as we insure you except as may be shown in the Endorsements as set out on page 2 of the Schedule.
2. This Policy does not cover loss or damage arising directly or indirectly from a failure by the person chartering the **Vessel** to comply with any express or implied terms of the hire agreement including any failure by the hirers to return the **Vessel** unless caused by sinking, collision, fire, explosion, stranding, grounding or heavy weather.
3. We will not insure you or your **Vessel** unless you or your appointed skipper is on board the **Vessel** and in charge at all times whilst underway who shall be appropriately experienced (which term means at least one year's experience of **Vessels** of the same type or size) and/or appropriately qualified.

ENDORSEMENT 7

ASSIGNMENT

We have noted the assignment of this Policy and/or any interest in the Policy and/or money payable under the Policy to the person or company named on the Schedule or as otherwise agreed by us in writing.

ENDORSEMENT 8

RACING RISK EXTENSION CLAUSE

1. The exclusion from cover contained in Section 2B 2 and 2B 3 is hereby deleted.
2. The replacement cost of all sails carried, whether set or not, masts, spars, standing and running rigging is the amount stated on page 1 of the Schedule.
3. In the case of loss of or damage to the **Vessel's** sails, masts, spars, standing and running rigging while racing caused by events not falling within Section 2B 3(i) and (ii) the amount payable will be limited to two-thirds of the cost of repair or replacement, without deductions new for old or the **Excess** unless caused by the **Vessel** being stranded, sunk, on fire, in collision or contact with any external substance (ice included) other than water, when the cost of replacement or repair shall be recoverable in full subject only to a deduction new for old and the **Excess**.

ENDORSEMENT 9

CREW

We do not insure you or the **Vessel** unless when your **Vessel** is underway the minimum number of competent crew members on board will be the number noted in **Endorsement 9** on the Schedule..

ENDORSEMENT 10

HOUSEBOAT USE

We agree that the **Vessel** may be used as a Houseboat.

SIGNED

A handwritten signature in black ink, appearing to read 'M. J. ...', with a long horizontal stroke extending to the right.

Senior Underwriter Yachtmaster Insurance Services Ltd
For and on behalf of Munich Re Syndicate Ltd

NOTES

