

# Commercial Vessel

Policy document



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# Data protection statement

This Data Protection Notice explains what personal information is collected and how this is used. In accepting this insurance it will be understood that You have read and accepted the terms of this Data Protection Notice.

All phone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

Navigators & General a trading name of Geo will process your details in accordance with the Data Protection Act 2018 and/or other applicable legislation in force.

You are entitled to know what personal data is held on you and to make what is referred to as a "Data Subject Access Request" ('DSAR'). You are also entitled to request that your personal data be corrected in order that Geo hold accurate records. In certain circumstances, You have other data protection rights such as that of requesting deletion, objecting to processing, restricting processing and in some cases requesting portability.

Further information on your rights is included in our Privacy Policy.

If you wish to make a Data Subject Access Request" ('DSAR') to access, correct, update or request deletion of your personal data, Geo will ask you to provide a copy of any two of the following documents: Driver's licence, Passport, Birth certificate, Bank statement (from the last 3 months) or utility bill (from the last 3 months).

Geo will respond to all requests from individuals wishing to exercise their data protection rights in accordance with applicable data protection laws. If you would like to exercise your data protection rights or have any questions, please email [advisorydataprotection@ardonagh.com](mailto:advisorydataprotection@ardonagh.com) or in writing to:

The Ardonagh Advisory Data Protection Officer  
Suite P  
The Octagon  
Colchester  
CO1 1TG

You can also complain to the ICO if you are unhappy with how we have used your data.

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
SK9 5AF

Helpline: 0303 123 1113

ICO website: [ico.org.uk](http://ico.org.uk)

# Fair Processing Notice

The privacy and security of your information is important to us. This notice explains who we are, the types of information we hold, how we use it, who we share it with and how long we keep it. It also informs you of certain rights you have regarding your personal information under current data protection law. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

## Who are we?

Geo Underwriting Services Ltd (part of the Ardonagh Group of companies) is the Data Controller of the information you provide us and is registered with the Information Commissioner's Office for the products and services we provide to you.

You can contact us for general data protection queries by email to [advisorydataprotection@ardonagh.com](mailto:advisorydataprotection@ardonagh.com) or in writing to The Ardonagh Advisory Data Protection Officer, Suite P the Octagon, Colchester, CO1 1TG. Please advise us of as much detail as possible to comply with your request. For further information about the Ardonagh Group of companies please visit <http://www.ardonagh.com/about-us/business-portfolio>.

## What information do we collect?

We will collect personal information which may include your name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to your enquiry or product and payment details (including bank account number and sort code) which we need to offer and provide the service or product or deal with a claim.

We may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing you with the product, service or for processing a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. We will therefore not seek explicit consent to process this information as the processing is legitimised by its criticality to the service provision. If you object to use of this information then we will be unable to offer you the product or service requested.

## How do we use your personal information?

We will use your personal information to

- assess and provide the products or services that you have requested
- communicate with you
- develop new products and services
- undertake statistical analysis.

We may also take the opportunity to

- contact you about products that are closely related to those you already hold with us
- provide additional assistance or tips about these products or services
- notify you of important functionality changes to our websites.

Only where you have provided us with consent to do so, we may also from time to time use your information to provide you with details of marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group.

We make outbound phone calls for a variety of reasons relating to many of our products or services (for example, to update you on the progress of a claim). We are fully committed to the regulations set out by Ofcom and follow strict processes to ensure we comply with them.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and we may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

## Securing your personal information

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information you provide to us, including information provided via forms you may complete on our websites, and information which we may collect from your browsing (such as clicks and page views on our websites).

Any new information you provide us may be used to update an existing record we hold for you.

## When do we share your information?

To help us prevent financial crime, your details may be submitted to fraud prevention agencies and other organisations where your records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjusters) deliver some of our products or provide all or part of the service requested by you. In these instances, while the information you provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to you or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment

The data we collect about you may be transferred to, and stored at, a destination outside of the United Kingdom ("UK"). It may also be processed by staff operating outside of the UK who work for us or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of information you have requested.

If we provide information to a third party we will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this fair processing notice.

We may of course be obliged by law to pass on your information to the police or other law enforcement body, statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB)

We may also share your information with anyone you have authorised to deal with us on your behalf.

## How long do we keep your information for?

We will not keep your personal information longer than is necessary for the purpose for which it was provided unless we are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service we provide. In certain cases, we will keep your information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by you or a third party at a future date, even after your contract with us has ended.

## Your rights

There are a number of rights that you have under data protection law. Commonly exercised rights are:

Access – You may reasonably request a copy of the information we hold about you.

Erasure – Where we have no legitimate reason to continue to hold your information, you have the right to have your data deleted (sometimes known as the right to be forgotten) you have the right to change or withdraw your consent and to request details of any personal data that we hold about you.

We may use automated decision making in processing your personal information for some services and products. You can request a manual review of the accuracy of an automated decision if you are unhappy with it

Marketing – If you wish to inform us of changes in consent for marketing please contact us at the address and telephone number indicated in any recent correspondence or emails you received from us.

If you are unhappy about the way we have handled your data or upheld your rights, you can complain to the Information Commissioner's Office (ICO) at any time. Further details of your rights can be obtained by visiting the ICO website at [www.ico.org.uk/your-data-matters](http://www.ico.org.uk/your-data-matters)

## Employers' Liability Tracing Office (ELTO)

We are members of the Employers' Liability Tracing Office (ELTO), an independent industry body who maintains a centralised database that helps those who have suffered injury or disease in the workplace to identify the relevant Employers' Liability insurer quickly and efficiently.

It is important, for the services of ELTO to be fully effective, that you inform us of your ERN (Employer Reference Number also known as the Employer PAYE reference) and all subsidiary company names and their ERNs if applicable.

As members of ELTO we will forward details of your policy if it contains Employers' Liability cover to ELTO together with details of any ERNs you have supplied to us.

# Our complaints procedure

## **Our commitment to customer service**

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

## **Who to contact in the first instance**

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Navigators & General or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

Alternatively, you can contact us for any policy related issues as below:

**Telephone:** 01273 863400

**By post:** Navigators & General, C/O Nimbus House,  
Liphook Way, Maidstone, Kent, ME16 0FZ

## **Many complaints can be resolved within a few days of receipt**

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

## **Next steps if you are still unhappy**

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

You can also contact them as follows:

**Post:** Financial Ombudsman Service, Exchange Tower, London, E14 9SR

**Telephone:** 08000 234567 (free on mobile phones and landlines)

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

# Your Commercial Vessel policy

This policy is a contract between the Insured as stated in the schedule (also referred to as you, your, yours or yourselves) and Navigators & General a trading name of Geo Underwriting Services on behalf of HCC International Insurance Company Plc ('HCCII') trading as Tokio Marine HCC (also referred to as the Insurer, we, us, our or ours).

We will insure you under those sections stated in the schedule during any period of insurance for which we have accepted your premium. Our liability will in no case exceed the amount of any sum insured or limit of indemnity stated in this policy, the schedule or any endorsement to this policy.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any amendments thereto or re-enactment thereof.

Any heading in this policy is for ease of reference only and does not affect its interpretation.

## **Law applicable to this contract**

In the UK the law allows both you and us to choose the law applicable to this contract. This contract will be subject to the relevant law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon your address stated in the schedule. If there is any dispute as to which law applies it will be English law. The parties agree to submit to the exclusive jurisdiction of the English courts.

This is a legal document and should be kept in a safe place.

Please read this policy and any schedule, endorsement and certificate carefully and if they do not meet your needs please contact us or your broker or insurance intermediary.

# General definitions

Certain words in this Policy have special meanings. These meanings are given below and apply wherever the words start with a capital letter.

## **Agreed Value**

The amount stated in the Schedule as the Sum Insured which represents the value of the Vessel as declared by the Insured and agreed by the Insurer.

## **Employee**

- a) Any person under a contract of service or apprenticeship with the Insured
- b) any labour master or labour only subcontractor or persons supplied by any of them
- c) any self employed person
- d) any person hired or borrowed by the Insured working for the Insured in connection with the business.

## **In Commission**

When the Vessel is fitted out and ready for use.

## **Laid Up Out of Commission**

When the Vessel is not fitted out or available for use.

## **Machinery**

The Vessel's motors, electrical Machinery, gear and equipment, batteries and their connections, (but not shaft and propeller).

## **Permitted Use**

The Permitted Use stated in the Schedule.

## **Personal Injury**

Bodily injury or disease.

## **Salvage Charges**

Charges which apply in maritime law to compensate a third party in the event of a successful salvage due to a voluntary act by that third party independent of any contract.

## **Seaworthy**

That the Vessel is constructed, fitted-out, manned and ready to be navigated in conditions which can reasonably be expected.

## **Territorial Limits**

The Territorial Limits stated in the Schedule.

## **Total Loss**

When the Vessel is irretrievably lost or destroyed. A constructive Total Loss is when the cost of replacement or repair exceeds the Sum Insured.

## **Vessel**

Any watercraft as described in the Schedule including its hull, Machinery, boats, gear, equipment and ship's tools such as would normally be sold with the craft including any additional items stated in the Schedule.



## Section A – Marine hull material damage

### The cover

In the event of accidental loss or damage to the Vessel during the Period of Insurance within the Territorial Limits whilst being used for the Permitted Use the Insurer will pay to the Insured:

- a) in the event of a Total Loss or constructive Total Loss either the Agreed Value of the Vessel or provide a replacement Vessel of a similar age, size and type even if the appearance and condition of the Vessel is not the same
- b) in the event of loss of or damage to outboard motors and unspecified boats, the maximum amount payable shall be the market value of the item at the time of loss or damage.

Provided always that the Insurer shall pay no more than the Sum Insured indicated in the Schedule.

No deduction in respect of new material replacing old will be made except in respect of sails, protective covers, canopies and side screens, running rigging, batteries, outboard motors and unspecified boats or items identified as obsolete or for which parts or a replacement are no longer available or legally compliant.

The amount payable in respect of claims for unrepaired damage shall be the reduction in the market value of the Vessel at the time of the damage, but not exceeding the reasonable cost of repair or replacement. In no case shall the Insurer be liable for unrepaired damage in the event of a subsequent Total Loss.

### Exclusions applicable to Section A

Section A does not cover:

1. the cost of replacing, repairing or renewing a defective part of the Vessel
2. the cost of making good any defect in repair, maintenance or alteration work carried out for the account of the Insured resulting from either negligence or breach of contract
3. the cost of remedying a fault or error in design or construction or attributable to betterment or alteration in design or construction
4. theft of the entire Vessel or any trailer if not immobilised or fitted with an anti-theft device whilst left unattended
5. theft of any outboard motor if not securely locked with an anti-theft device in addition to its normal method of attachment
6. theft of Machinery including outboard motors, gear and equipment not involving forcible entry into the Vessel or place of storage or following forcible removal of fixed gear and equipment from the exterior of the Vessel
7. loss or damage arising from electrolysis or osmosis
8. loss or damage arising from the failure, fault, short circuit or breakdown of Machinery
9. loss or damage arising from frost damage to Machinery unless manufacturers recommendations have been complied with
10. loss or damage to a jet drive or jet propulsion unit, as a result of ingestion of an underwater or floating object
11. loss or damage to Machinery as a result of gradual incursion of water into the Vessel unless following physical damage to the Vessel resulting from impact
12. loss or damage to Machinery resulting from water gradually escaping from any fixed pipe appliance or pipe
13. loss or damage in respect of fire or explosion where the Vessel is fitted with inboard Machinery and the maximum design speed exceeds 20 m.p.h. or 17 knots unless it is equipped with automatic fire extinguishing apparatus in the engine compartment
14. loss or damage to sails, protective covers, canopies and side screens split by the wind or blown away unless as a result of the Vessel stranding or being in contact with any external substance (including ice) other than water or as a result of damage to spars to which sails are bent
15. loss or damage to consumable stores, the Vessel's own moorings or fishing gear, or cargo
16. wear and tear, deterioration from use or gradual deterioration
17. depreciation, or loss in value following repair
18. the Vessel's boat not permanently marked with an identifiable mark
19. loss or damage to the Vessel caused by or arising from the Vessel not being Seaworthy.

## Extensions applicable to Section A

### **1. Grounding**

This insurance covers reasonable costs necessarily incurred in inspecting the Vessel following grounding even if no damage is found.

### **2. Pollution hazard**

This insurance includes loss of or damage to the Vessel directly caused by any governmental authority acting under the powers vested in them to prevent or mitigate a pollution hazard, or threat thereof, resulting directly from damage to the Vessel for which the Insurer is liable under this Section, provided such act of governmental authority has not resulted from want of due diligence by the Insured, the owners or managers of the Vessel or any of them to prevent or mitigate such hazard or threat. Masters, officers, crew or pilots will not to be considered owners within the meaning of this Extension should they hold shares in the Vessel.

## Clauses applicable to Section A

### **1. Excess clause**

The Insured has agreed to bear the first loss up to the amount stated in the Schedule in respect of each claim except in the case of Total Loss of the Vessel.

### **2. Sistership clause**

Should the Vessel come into collision with or receive salvage services from another Vessel belonging wholly or in part to the Insured or under the same management, the Insured shall have the same rights under this Policy as the Insured would have were the other Vessel entirely the property of owners not interested in the Vessel; but in such cases the liability for the collision or the amount payable for the services rendered shall be referred to a sole arbitrator to be agreed upon between the Insurer and the Insured.

## Section B – Public liability

### The cover

The Insurer agrees to indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as compensation for:

- a) accidental death of or accidental Personal Injury to any person other than an Employee where such death or Personal Injury arises out of and in the course of the employment
- b) accidental loss of or accidental damage to material property
- c) any attempted or actual raising, removal or destruction of the wreck of the Vessel or any failure to do so

occurring during the Period of Insurance arising from the Insured's interest in the Vessel within the Territorial Limits whilst undertaking activities covered under Permitted Use.

The liability of the Insurer under this Section for all compensation payable by the Insured to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the Limit of Indemnity stated in the Schedule.

### Exclusions applicable to Section B

The indemnity granted by this Section shall not apply to or include:

1. liability arising from the Vessel whilst being transported by road
2. liability arising from any activity involving persons being pulled by the Vessel
3. liability arising out of towage or shifting of another Vessel unless whilst assisting a Vessel in distress
4. liability arising out of any salvage operations including associated towage for a fee or where a fee would normally be expected to be charged
5. liability arising from dredging and the removal and depositing of spoil
6. liability for loss or damage to property belonging to the Insured or held in trust by or borrowed, rented, leased or hired for use by the Insured
7. liability in respect of liquidated damages or fines or penalties which attaches solely because of a contract or agreement
8. exemplary, vindictive or punitive damages awarded by any Court of Law outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
9. the first amount stated in the Schedule as the excess of compensation payable for loss of or damage to material property in respect of any one occurrence or all occurrences of a series arising out of one original cause
10. liability directly or indirectly caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives
11. liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from or in connection with the Insured's use of or reliance upon or work carried out upon or sale or supply of any computer hardware or related information technology or communication system, any computer software, internet, intranet, website or similar facility, system or network and/or any electronic data or related information.

Provided always that:

- a) this exclusion shall not apply in respect of all sums which the Insured shall become legally liable to pay as compensation for:
  - i) physical bodily injury or disease
  - ii) physical loss of or physical damage to material property
- b) the Insurer's liability shall not exceed the Limit of Indemnity stated in the Schedule for any one occurrence or all occurrences of a series arising out of one original cause and in the aggregate in any one Period of Insurance and will be the maximum the Insurer will pay inclusive of all costs and expenses. This limit will form part of and not be in addition to the Limit of Indemnity stated in the Schedule.

## Extensions applicable to Section B

### 1. Legal costs

In addition to the indemnity provided by Section B of this Policy the Insurer will indemnify the Insured in respect of all legal costs awarded to any claimant or incurred in the defence of any claim that is contested by or with the consent of the Insurer.

Provided always that in the event of the Insurer exercising their right under the Discharge of Liability (Clause No 1) to pay to the Insured in connection with any claim or series of claims the amount of the Limit of Indemnity (after deduction of sums already paid as compensation in respect of such claim or claims or other relevant claims) or any lesser amount for which such claim or claims can be settled the Insurer relinquish the conduct and control of and be under no further liability in connection with such claim or claims then the Insurer's liability for such legal costs is limited to those costs and expenses incurred prior to the time of such payment.

### 2. Cross liabilities

Where this Policy is issued in the joint names of more than one party it will indemnify each party in the same manner as if a separate Policy had been issued to each of them.

### 3. Additional benefit

The Insurer will pay the costs incurred with their consent for:

- a) representation at any Coroner's Inquest or Fatal Inquiry in respect of any death
- b) defending in any Court of Summary Jurisdiction any proceedings in respect of any act or omission causing or relating to any event which may be the subject of indemnity under this Section.

### 4. Personal representatives

In the event of the death of the Insured the indemnity provided by this Section shall apply to any personal representative of the Insured in respect of liability incurred by the Insured.

Provided always that such personal representatives shall as though he were the Insured observe, fulfil and be subject to the terms, limitations and conditions of this Policy.

### 5. Indemnity to principal

In the event of any claim in respect of which the Insured would be entitled to receive indemnity under this Section being brought or made against any Public or Local Authority or other Principal the Insurer will indemnify the said Public or Local Authority or other Principal against such claim and/or any costs, charges and expenses in respect thereof.

Provided always that the Insurer shall not be liable under this Extension unless the Insurer has the sole conduct and control of all claims.

### 6. Salvage sue and labour

In addition to the indemnity provided by Section B of this Policy the Insurer will indemnify the Insured in respect of Salvage Charges, costs or expenses incurred in preventing or minimising a loss insured under this Policy.

## Clauses applicable to Section B

### 1. Discharge of liability

The Insurer may at any time pay to the Insured in connection with any claim or series of claims the amount of the Limit(s) of Indemnity (after deduction of sums already paid as compensation in respect of such claim or claims or other relevant claims) or any lesser amount for which such claim or claims can be settled and upon such payment being made the Insurer relinquish the conduct and control of and be under no further liability in connection with such claim or claims other than the payment of costs and expenses incurred prior to the time of such payment.

### 2. Pollution clause

This Section excludes all liability in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

For the purpose of this Clause Pollution or Contamination shall be deemed to mean:

- a) all pollution or contamination of buildings or other structures or vessels or of water or land or the atmosphere; and
- b) all loss or damage or Personal Injury directly or indirectly caused by such pollution or contamination.

# General exclusions

The indemnity granted by this Policy shall not apply to or include:

## 1. Communicable diseases

any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with the following:

- a) a Communicable Disease; or
- b) 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.

This exclusion does not however apply to the following:

- i) damage which results from a Defined Peril but excluding the acts of malicious persons who maliciously, deliberately or recklessly cause any substance or agent capable of causing a Communicable Disease to come into contact with the premises or property of any person or entity or cause or attempt to cause another person or persons to contract a Communicable Disease
- ii) Section B – Public and products liability in respect of:
  - 1) food or drink poisoning; or
  - 2) Legionnaires' disease (if specifically covered by an endorsement applied to this Policy but only to the extent of cover expressly stated as being provided under the endorsement)

## Definitions

For the purposes of this exclusion, the following special meanings shall apply:

'Communicable Disease' shall mean 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; and
- 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.

'Defined Peril' shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, subterranean fire, storm, tempest, flood, escape of water from any tank apparatus or pipe, impact by any vehicle or by goods falling therefrom or animal.

## 2. Property cyber and data

- a) notwithstanding any provision to the contrary within this Policy or any endorsement thereto, any:
  - i) Cyber Loss, unless subject to the provisions of paragraph b)
  - ii) loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph c)

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

- b) Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy and any Time Element Loss directly resulting therefrom, caused by any ensuing fire or explosion which directly results from a Cyber Loss.

- c) Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from backup or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced, or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered, or assembled.
- d) In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- e) This exclusion supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording

## Definitions

For the purposes of this exclusion, the following special meanings shall apply:

'Computer System' shall mean any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or backup facility, owned or operated by the Insured or any other party.

'Cyber Act' shall mean an unauthorised, malicious, or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

'Cyber Incident' shall mean:

- a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

'Cyber Loss' shall mean any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

'Data' shall mean information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

'Data Processing Media' shall mean any property insured by this Policy on which Data can be stored but not the Data itself.

'Time Element Loss' shall mean business interruption or any other consequential losses as insured under this Policy following a physical loss or damage to property insured under this Policy, but this shall not include any Contingent Business Interruption losses resulting from physical loss or damage to property not insured under this Policy.

## 3. Date recognition

liability in respect of any loss or damage of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:

- a) the way in which any Data Processing System responds to or deals with or fails to respond to or fails to deal with any true calendar date
- b) any Data Processing System responding to or dealing in any way with:
  - i) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
  - ii) any data not denoting a calendar date or dates as if such data did not denote a calendar date or dates

whether such Data Processing System is the property of the Insured or not but in respect of all insurances other than Public Liability or Products Liability this shall not exclude subsequent damage which itself results from a Defined Peril

## Definitions

For the purposes of this exclusion, the following special meanings shall apply:

'Data Processing System' shall mean any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

'Defined Peril' shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, subterranean fire, storm, tempest, flood, escape of water from any tank apparatus or pipe, impact by any vehicle or by goods falling therefrom or animal.

## 4. Powerboat racing

loss, damage, liability or expense arising out of Vessels with a MDS greater than 17 knots whilst under taking racing or competitive time trials.

## 5. Radioactive contamination, chemical, biological, bio-chemical and electromagnetic weapons

loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations or contamination by radioactivity from any irradiated fuel or from any nuclear waste from the combustion of nuclear fuel; or
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d) the radioactive, toxic, explosive or 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
- e) any chemical, biological, bio-chemical, or electromagnetic weapon

## 6. War and strikes

loss, damage or expense caused by:

- a) war, invasion, acts of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
- b) capture, seizure, arrest, restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat
- c) derelict mines, torpedoes, bombs or other derelict weapons of war
- d) in no case shall this insurance cover loss, damage or expense:
  - i) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
  - ii) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
  - iii) caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
  - iv) caused by any person acting from a political, ideological or religious motive

## 7. Wilful misconduct

wilful misconduct or acts of recklessness by you or other persons in control of the Vessel including, not limited to, conduct when under the influence of alcohol or drugs and any punitive or exemplary damages and criminal prosecution or defence costs.

## 8. Sonic bangs

loss or damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

## 9. Terrorism

any loss, damage, liability, cost or expenses of whatsoever nature directly or indirectly caused or caused by or happening through or in connection with any act of terrorism

## 2. Communicable diseases

any loss, damage, liability, claim cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from arising out of, or in connection with the following:

- a) A Communicable Disease, or
- b) 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 exclusion does not however apply to the following:

- i) damage which results from a Defined Peril but excluding the acts of malicious persons who maliciously, deliberately or recklessly cause any substance or agent capable of causing a Communicable Disease to come into contact with the premises or property of any person or entity or cause or attempts to cause another person or persons to contract a Communicable Disease
- ii) Section G - Public and products liability in respect of
  - 1) food or drink poisoning, or
  - 2) Legionnaires' disease (if specifically covered by an endorsement applied to this Policy but only to the extent of cover expressly stated as being provided under the endorsement)

### Definitions

For the purpose of this exclusion, the following special meanings shall apply:

'Communicable Disease' shall mean 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, and
- 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

'Defined peril' shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft, or attempted theft, earthquake, subterranean fire, storm, tempest, flood, escape or water from any tank apparatus or pipe, impact by a vehicle or by goods falling therefrom or animal.



# General conditions

## 1. Alteration

The Insured must notify the Insurer as soon as possible during the Period of Insurance if there is any change in circumstances which materially increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change the Insurer will be entitled to vary the premium and terms for the rest of the Period of Insurance. If the changes make the risk unacceptable to the Insurer then the Insurer may no longer be able to provide the Insured with cover.

If the Insured does not notify the Insurer of any such change this Policy may be affected in one or more of the following ways depending on what the Insurer would have done had the Insurer known about the change in circumstances:

- a) if the Insurer would not have continued to provide the Insured with any cover the Insurer may treat this Policy as if it did not exist from the date of the change in circumstances; or
- b) if the Insurer would have applied different terms to the cover the Insurer may treat this Policy as if those different terms applied from the date of the change in circumstances; and/or
- c) if the Insurer would have charged the Insured a higher premium for providing the cover the Insurer will charge the Insured the additional premium which the Insured must pay in full.

## 2. Arbitration

If the Insurer admits liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by the Insured and the Insurer in accordance with the law at the time. The Insured may not take any legal action against the Insurer over the dispute before the arbitrator has reached a decision.

## 3. Authorised persons

It is a condition of this Policy that the use of the Vessel is restricted to the Insured's appointed skipper or other persons authorised to operate the Vessel on behalf of the Insured other than whilst being loaned, hired, or chartered, unless otherwise stated in the Schedule.

## 4. Cancellation

### a) Cancellation by the Insured

If the Insured decides the Policy does not meet their requirements, they should inform the Insurer (or the Insured's broker or insurance intermediary) within 14 days of receiving it (or for renewals, within 14 days of the Policy renewal date). The Insurer will apply a premium on a pro rata basis for the time the Insured has been on cover and any remaining balance of premium the Insured has paid will be refunded.

If the Policy is cancelled at any other time the Insurer will apply a premium on a pro rata basis for the time the Insured has been on cover and any remaining balance of premium the Insured has paid will be refunded to the Insured.

The Insurer will not refund any premium if the Insurer has paid a claim or one is outstanding when the Policy is cancelled (in the same period of insurance). Where a claim is submitted after the Policy has been cancelled the Insurer will deduct the amount of any premium returned to the Insured following the cancellation from any claim payment the Insurer may make. The full annual premium remains payable regardless of the payment method used.

### b) Cancellation by the Insurer

The Insurer has the right to cancel this Policy by giving the Insured 14 days' notice in writing to the Insured's last known address. The Insured will be entitled to a pro rata refund of any remaining balance of premium paid from the date of cancellation. The Insurer will not refund any premium if they have paid a claim or one is outstanding when the Policy is cancelled (in the same period of insurance). Where a claim is submitted after the Policy has been cancelled the Insured will deduct the amount of any premium returned to the Insured following the cancellation from any claim payment the Insurer may make. The full annual premium remains payable regardless of the payment method used.

### c) Cancellation due to non-payment

If the Insured fails to pay the premium the Insurer may cancel the Policy in accordance with the terms of the credit or payment plan with the Insurer, and the Insurer may refuse a claim.

## 5. Claims procedures

- a) On the happening of any event which could give rise to a claim the Insured must notify, the Insurer or the Insured's broker or insurance intermediary, as soon as reasonably possible. Our claims department telephone number is **01273 863400**.

The Insured will need to tell the Insurer:

- i) the company name
- ii) the nature and cause of the loss or damage
- iii) any relevant telephone numbers and/or addresses.

The Insured must:

- 1) as soon as reasonably possible notify the Police in respect of any loss or damage by theft or attempted theft or by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances and malicious persons
- 2) as soon as reasonably possible forward to the Insurer any writ or summons issued against the Insured by a third party
- 3) take action to minimise the loss or damage and to avoid interruption or interference with the business and to prevent further damage or injury
- 4) at their own expense and within:
  - A) 7 days of loss or damage caused by riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons
  - B) 30 days of any other loss or damage interruption or interference with the business or injury or disease

supply full details of the claim in writing to the Insurer together with any evidence and information that may be reasonably required by the Insurer for the purpose of investigating or verifying the claim and (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith.

- b) No settlement, admission of liability, payment or promise of payment shall be made to a third party without the consent of the Insurer.

## 6. Contribution

If in the event of a loss, damage or liability under this Policy there shall be in force any other insurance providing cover against such claim:

- a) the liability of the Insurer shall be limited to its rateable proportion of such claim
- b) but which is subject to any provision excluding it from ranking concurrently with this Policy either in whole or in part or from contributing rateably to the claim then the liability of the Insurer shall be limited to such proportion of the claim as the sum insured bears to the value of the property.

## 7. Licence

This Policy will immediately cease if the Insured does not hold the appropriate licence to operate, crew and maintain the Vessel, whether for Maritime Coastguard agency (MCA) or otherwise.

## 8. Fair presentation of the risk

- a) At inception and renewal of this Policy and also whenever changes are made to it at the Insured's request the Insured must:
  - i) disclose to the Insurer all material facts in a clear and accessible manner; and
  - ii) not misrepresent any material facts.
- b) If the Insured does not comply with clause a) of this condition and the non-disclosure or misrepresentation by the Insured is proven by the Insurer to be deliberate or reckless the Insurer may from the relevant date specified in clause d):
  - i) treat this Policy as if it had not existed; and
  - ii) not return the premium paid by the Insured.
- c) If the Insured does not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless the cover, meaning this Policy or the changes made to it, may be affected from the relevant date in clause d) in one or more of the following ways depending on what the Insurer would have done if the Insurer had known about the facts which the Insured failed to disclose or misrepresented:
  - i) if the Insurer would not have provided the Insured with the cover the Insurer will have the option to treat the cover as if it had not existed and repay the premium paid for such cover; or

- ii) if the Insurer would have applied different terms to the cover the Insurer will have the option to treat this Policy as if those different terms apply; and/or
- iii) if the Insurer would have charged the Insured a higher premium for providing the cover the Insurer will charge the Insured the additional premium which the Insured must pay in full.
- d) Clauses b) and c) apply with effect from inception, renewal or the date of the changes, depending on when the non-compliance occurred. The Insurer may also recover any claims payments which have already been made to the extent that the cover under which such payments were made is being treated as if it did not exist or as if it had been subject to different terms under which the claim would not have been payable.
- e) Where this Policy provides cover for any person other than the Insured and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession the Insurer will not invoke the remedies which might otherwise have been available to the Insurer under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than the Insured.

Provided always that if the person concerned or the Insured acting on their behalf makes a careless misrepresentation of fact the Insurer may invoke the remedies available to the Insurer under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the Policy unaffected.

## 9. Fraudulent claims

If the Insured or anyone acting on the Insured's behalf:

- a) makes a fraudulent or exaggerated claim under this Policy; or
- b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
- c) makes a false statement in support of a claim whether or not the claim is itself genuine; or
- d) submits a claim under this Policy for loss or damage which the Insured or anyone acting on the Insured's behalf or in connivance with the Insured deliberately caused; or
- e) realises after submitting what the Insured reasonably believed was a genuine claim under this Policy and then fails to tell the Insurer that the Insured has not suffered any loss or damage; or
- f) suppresses information which the Insured knows would otherwise enable the Insurer to refuse to pay a claim under this Policy

the Insurer will be entitled to refuse to pay the whole of the claim and recover any sums that the Insurer has already paid in respect of the claim.

The Insurer may also notify the Insured that the Insurer will be treating this Policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.

If the Insurer terminates this Policy under this condition the Insured will have no cover under this Policy from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an insured person and not on behalf of the Insured this condition should be read as if it applies only to that insured person's claim and references to this Policy should be read as if they were references to the cover effected for that person alone and not to the Policy as a whole.

## 10. Insurer's rights

The Insurer shall:

- a) be entitled to take over the defence or settlement of any claim made upon the Insured by any other party and the Insured shall give all assistance as may be reasonably required by the Insurer
- b) have the right to enter the premises where the loss or damage has occurred and to keep possession of any of the Property Insured and to deal with the salvage in a reasonable manner but the Insured shall not be entitled to abandon any property to the Insurer
- c) be entitled to take benefit of any rights of the Insured against any other party before or after the Insured has received indemnification under this Policy and the Insured shall give all assistance as may be reasonably required by the Insurer

- d) at its option indemnify the Insured by payment, reinstatement, replacement or repair in respect of any property lost or damaged or part thereof. If the Insurer elects to reinstate or replace any property the Insurer shall not be bound to reinstate or replace exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the Items insured more than the Sum Insured thereon.

### **11. Legal representatives**

In the event of the death of the Insured the Insurer will indemnify the Insured's legal personal representatives in respect of liability at law previously incurred by the Insured provided they observe, fulfil and be subject to the Terms, Conditions and Limitations of the Policy in so far as they can apply.

### **12. Payment by instalments**

Reference to the payment of premium includes payment by monthly instalments. If the Insured pays by this method this Policy remains an annual contract.

### **13. Premium adjustment**

If any part of the premium is calculated on estimates furnished by the Insured the Insured shall keep an accurate record containing all particulars relative thereto and shall at all times allow the Insurer to inspect such record. The Insured shall within one month from the expiry of each Period of Insurance furnish to the Insurer such particulars and information as the Insurer may require. The Premium for such period shall thereupon be adjusted and the difference paid by or allowed to the Insured as the case may be subject always to the minimum premium stipulated.

### **14. Reasonable care**

The Insured shall take all reasonable steps to:

- a) protect the Vessel
- b) comply with statutory enactments bye-laws and any other obligations and Regulations imposed by any authority
- c) employ only competent Employees
- d) prevent accidents
- e) maintain all Vessels in a sound condition and Seaworthy
- f) maintain all ways, works Machinery and plant in sound condition.

In the event of the discovery of any defect or danger the Insured shall forthwith cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

### **15. Sanction Limitation and Exclusion**

Your Insurers shall not be deemed to provide any cover and shall not be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Your Insurers 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.

# Endorsements

The following endorsements are applicable to Sections A and B where stated in the Schedule.

## 1. War extension

This Policy extends to include cover for loss, damage, liability or expense caused by:

- a) war, civil war, conflict or commotion
- b) capture, seizure, arrest, restraint, detention, confiscation, expropriation and the resulting consequences.

Provided always that this Policy does not cover:

- i) loss, damage or liability arising from outbreak of war between any of the following:
  - 1) United States of America
  - 2) United Kingdom
  - 3) France
  - 4) the Russian Federation
  - 5) the People's Republic of China
- ii) loss, damage or liability whilst the Vessel is in the territorial waters of the countries listed on our War and Strikes Areas of Exclusion Notice
- iii) hostile detonation of an atomic or nuclear weapon
- iv) loss, damage or liability whilst the Vessel is ashore.

The Insurer may cancel this cover by giving 7 days' notice. The Insured may cancel this cover by giving 7 days' notice.

The Insurer may reinstate the cover providing the Insurer and the Insured agree on a revised premium and the conditions of the cover offered.

## 2. Food and drink

The Insurer will indemnify the Insured in respect of claims arising from the sale of deleterious food and drink.

## 3. Frost cover

This insurance includes loss or damage to the Vessel's Machinery caused by frost, subject to all reasonable precautions being taken to safeguard the Machinery.

## 4. Road transit

### Applicable to Section A only

This insurance includes road, rail or transit on a 'roll-on, roll-off' vehicle ferry within the limits of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man including loading and unloading but excluding scratching, bruising, denting and claims for repainting.

## 5. Machinery damage extension

This insurance shall cover loss or damage to Machinery caused by:

- a) latent defects in the Machinery but excluding the cost of replacing or repairing a defective part
- b) the negligence of any person whatsoever, but excluding the cost of making good any defect resulting from either negligence or breach of contract in respect of any repair or alteration work carried out at the expense of the Insured or in respect of the maintenance of the Vessel.

Providing always that the Machinery is:

- i) regularly maintained within the original manufacturer's guidelines or an independent marine engineer
- ii) evidence of servicing and repair is verifiable and can be provided on request to the Insurer.

The Policy Excess is doubled in respect of this Extension.

## 6. Strikes extension

This insurance shall cover loss, damage liability or expense:

- a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- b) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
- c) caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
- d) caused by any person acting from a political, ideological or religious motive.

## 7. Loss of income

If during the Period of Insurance the Vessel becomes damaged under Section A so as to be unfit for normal charter usage, the Insurer agrees to indemnify the Insured for such loss of charter usage until the Vessel is repaired or replaced subject to the following indemnity limits not being exceeded:

£1,000 loss of charter fees payable per week up to a maximum of £10,000 arising out of any one occurrence up to 10 weeks but excluding the first 14 days.

Provided always that:

- a) no claim is to attach in respect of booking during which the loss occurs payments shall only be made under this clause in respect of proven bookings made in respect of the Vessel, which is the subject of the claim, prior to such loss or damage occurring
- b) the insured shall take all responsible practicable steps to minimise the period in which the Vessel so lost or damaged is not available for hire and shall arrange repairs to the Vessel or replacement of the Vessel as soon as possible
- c) all vessels built, hired or chartered by the Insured following the accident or occurrence to be deemed replacement Vessel
- d) in the event of the Vessel being hired or chartered by the insured following a loss under this Extension the Insurer will indemnify the Insured for any additional costs incurred
- e) the Insurer has the sole conduct and control of all claims covered by this Extension.

## 8. Loss of income following Total Loss

If during the Period of Insurance the within Insured Vessel becomes a total or constructive Total Loss by an event covered by this policy, a sum not more than 10% of the Total Sum Insured will become payable in addition to the sum insured shown in the schedule.

## 9. Skipper requirement

It is a condition precedent to all liability of the Insurer that a director or Employee of the Insured with a minimum of 3 years experience of skippering a similar Vessel is on board and in charge whilst the Vessel is in use.

## 10. Outboard retaining clamps

### Applicable to Section A only

Exclusion 5) applicable to Section A is amended to read as follows:

This Policy excludes theft of any outboard motor if attached to the Vessel unless it is securely locked with a purpose manufactured anti-theft device which prevents retaining bolts/clamps being undone in addition to its normal method of attachment.

## 11. Trailer wheel clamp

### Applicable to Section A only

Exclusion 4) applicable to Section A is amended to read as follows:

This Policy excludes theft of the entire Vessel or any trailer if insured hereunder unless the trailer is fitted with and securely locked with a purpose manufactured wheel clamp whilst left unattended.

## 12. Increased excess for underwater gear

### Applicable to Section A only

It is agreed that the excess is doubled in respect of claims for loss or damage to the Vessel's propulsion, stability and steering equipment that is under the water.

### **13. Reduced excess**

#### **Applicable to Section A only**

It is agreed that the excess is reduced to £150 in respect of claims for loss or damage to any outboard motor or Vessel's boat.

### **14. Trials and demonstrations**

This insurance includes trials or demonstrations to prospective purchasers within the Territorial Limits.

### **15. Vessel security ashore**

It is a condition precedent to all liability of the Insurer that Vessels are kept ashore in a locked building or compound when not in use.

### **16. Vessel laid up ashore**

It is a condition precedent to all liability of the Insurer that Vessels are laid up ashore when not in use.

### **17. No claims bonus**

In the event of no claims arising under this Policy, the same having been in force 12 consecutive months (including an In Commission period of not less than 4 months), the renewal premiums will be reduced as follows:- If no claim arises in respect of 1 year – 5%, 2 consecutive years – 7.5%, 3 consecutive years – 10%, 4 consecutive years – 15%, 5 or more consecutive years – 20%. Provided always that the bonus is only payable if the insurance is renewed and remains in force for a further period of 12 months (including an In Commission period of not less than 4 months), and on understanding that this privilege shall not imply any obligation on the Insurer or the Insured to renew.

### **18. Crew repatriation, salary and personal effects**

The Insurer will indemnify the Insured in respect of claims arising from the Insured's interest in the Vessel in respect of:

- a) repatriation costs of the Vessel's crew up to a maximum of £5,000 per crew member
- b) up to two months salary of the Vessel's crew up to £6,000 anyone crew member
- c) personal effects of the Vessel's crew up to £1,000
- d) medical expenses of the Vessels crew of no greater than £1,000.

Provided always that:

- i) the aggregate indemnity any one period of insurance does not exceed £50,000
- ii) the Vessel is a Total Loss at the time of the claim
- iii) the crew member is employed by the Insured, on the Vessel, at the time of the Total Loss.

### **19. Racing risks extension**

This insurance includes the replacement cost of the Sails and Rigging following loss or damage whilst the Vessel is racing:

Provided always that:

- a) loss or damage is covered by this Policy
- b) the value of the Sails and Rigging shall not exceed 50% of the Insured value of the Vessel or as stated in the Schedule
- c) no deduction in respect of new material replacing old will be made.
- d) this Extension shall exclude one third of the value of the Sails and Rigging after deduction of the Policy Excess.

### **Definition**

For the purposes of this endorsement, the following special meaning shall apply:

'Sails and Rigging' shall mean the Vessel's sails, masts and spars and standing and running rigging including fittings.

### **20. Indemnity to hirer – inland hire**

The Insurer will provide Indemnity to any person using any Vessel with the permission of the Insured, provided always that:

- a) such person is not entitled to indemnity under any other insurance
- b) such person shall as though they were the Insured observe, fulfil and be subject to the terms, limitations and conditions of this Policy.

Conditions applicable to this Extension:

i) Non-invalidation

This Policy will not be prejudiced by the actions of any hirer or user of the Vessel providing this has occurred without the knowledge or consent of the Insured who upon becoming aware of these actions immediately informs the Insurer and takes steps to avoid a reoccurrence.

ii) Handover procedure

It is a condition of this Extension that the Insured undertakes the Association of Pleasure Craft Operators (APCO) hire boat handover programme or similar to the hirers of the Vessel, prior to commencement of such period of hire.

### **21. Filming extension**

This insurance shall cover loss, damage, liability or expense whilst the Vessel is used for the purposes of undertaking filming.

Provided always that this Extension shall exclude:

- a) liability arising out of contract and/or by agreement that would not have arisen in the absence of such agreement
- b) loss, damage or liability to or caused by actors, actresses, film or sound personnel, technicians, stunt men or unspecified persons connected with the filming activity, cameras, sound equipment and the like unless such loss, damage or liability arises as a result of negligence of the Insured
- c) claims that are recoverable under any other policy of insurance.

### **22. Crew liability extension**

The Insurer will indemnify the Insured for claims arising out of accidents for bodily injury to or death to the Vessel's crew whilst onboard the Vessel.

The level of Indemnity provided under this Extension shall not exceed the following limit anyone loss and the aggregate of all losses for the current period of insurance: £2,000,000.

But in no case shall this Extension apply where:

- a) the Vessel carries more than two crew
- b) a contract of employment exists between the Insured and the crew member unless the crew member is a Closely Related Family Member to the Insured
- c) the Insured is an incorporated as a limited company.

Provided always that:

- i) the Insured is not entitled to indemnity under any other insurance
- ii) such person shall as though they were the Insured observe, fulfil and be subject to the terms, limitations and conditions of this Policy.

### **Definition**

For the purposes of this endorsement, the following special meaning shall apply:

'Closely Related Family Member' shall mean a crew member closely related to you as husband, wife, civil partner, father, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, stepdaughter, brother, sister, half-brother or half-sister.

### **23. Hired in equipment**

This insurance covers loss or damage to equipment not owned by the Insured but installed for use on the Vessel and for which the Insured has assumed contractual liability, whether such equipment be in the nature of aids to navigation or communication or otherwise and where such loss or damage is covered by this Insurance.

Providing always that:

- a) in no event shall the liability of the Insurer exceed agreed contractual value of the equipment or its replacement market value
- b) all such equipment shall be included in the insured value of the Vessel
- c) the maximum indemnity provided under this Extension shall not exceed £50,000 anyone item of equipment.



## **24. Loss of hire - passenger vessels**

In the event of the Vessel which is licensed to carry fare paying passengers becoming unfit for normal use as a result of an insured loss, this Insurance will pay additionally per day a sum which is 1/365 of an amount equal to 20% of the insured value of the Vessel concerned as shown in the Schedule.

Provided always that:

- a) no payment shall be made in respect of the first 14 days after the occurrence of the loss or damage giving rise to a claim under this Extension
- b) no payment shall be made in respect of periods out of service between 1st November and 31st March inclusive, unless specially agreed by the Insurer
- c) no payment shall be made for any period which this Insurance does not remain in force
- d) in the event of Vessels being hired to meet commitments, the cost of such hiring or of necessary temporary repairs to the insured Vessel shall be recoverable as a claim hereunder in lieu of and not exceeding the amount of the daily loss of use payment
- e) payment under this Clause shall be limited to a total of 90 days
- f) the Insured shall take all reasonable steps to minimise any loss under this Extension and shall arrange repairs and/or replacement as soon as possible
- g) no payment shall be made in the event of the Actual Total Loss of the Vessel, or where the agreed value of the Vessel is paid owing to the reasonable costs of recovery and/or repair exceeding the sum insured shown against the Vessel in the Schedule.

## **25. Stock extension**

### **Applicable to Section A only**

Section A extends to cover stock of food, alcoholic and other beverages and tobacco products on board the Vessel, being the property of the Insured, up to the amount(s) shown in the Schedule but limited to loss or damage caused by fire, lightning, explosion and theft following violent and forcible entry into locked store on board the insured Vessel and Total Loss following Total Loss of the Vessel by an event covered by this policy.

## **26. Rebate premium**

A rebate of 7.5% of the Gross Premium charged for the 12 months period of this Policy shall be allowed on expiry subject to:

- a) the insurance being renewed by the Insurer for a further 12 months from the expiry date subject to terms and conditions as may be agreed between the Insured and the Insurer
- b) the claims paid and outstanding as notified as occurring during the 12 months period not exceeding 40% of Gross Premiums charged during that period
- c) in the event of unquantified claims remaining at renewal date the Insurer reserves the right to withhold the rebate until such time as the likely claim cost is known.

## **27. Money**

### **Applicable to Section A only**

Section A extends to include cash, currency and bank notes up to a total value of £500 whilst on board the within insured Vessel (or Vessels) or whilst in transit to a bank or safe deposit.

Cover under this extension is limited to loss caused by Fire, External Accidental Means, Theft following forcible and violent entry into the Vessel or hold-up.

Excluding cash currency and bank notes remaining overnight on board the Vessel.

## **28. Pontoons, staging and kiosks**

Section A extends to include pontoons, staging and kiosks owned by the Insured and used in connection with the within insured Vessels against loss or damage caused by Fire, Lightning and Explosion up to a total sum insured of £10,000.

Section B extends to indemnify the Insured in respect of the use of the above for the purposes of embarking or disembarking from the insured Vessels.

Providing always that the pontoon and staging is thoroughly examined at least once a year and a full record of such inspections prepared and made available to the Insurer on request.

### **29. Financial interest**

The following company holds an interest in the Vessel.

### **30. Crew personal accident**

It is agreed that benefits in accordance with the Schedule of compensation below will be paid if at any time during the period of insurance a member of the crew of the Vessel whilst on board the Vessel shall sustain bodily injury caused by accidental violent and visible means which shall solely and independently of any other cause within 12 months from the date of the accident result in his/her:

Death	£25,000
Loss of One or More Limbs by Physical Separation at or Above the Wrist or Ankle	£25,000
Total and Irrecoverable Loss of Sight of One or Both Eyes	£25,000

### **31. Towcon conditions of towage**

It is a condition of this Policy that the towage is undertaken as per the TOWCON conditions of towage.

### **32. Towage exclusion – the towed Vessel**

This Policy excludes liability to and of the towed Vessel.

### **33. Buoyancy aid condition**

It is a condition precedent to all liability of the Insurer that a buoyancy aid is worn by any person using a Vessel.

### **34. Exhibition cover**

This insurance includes any Vessel owned by the Insured whilst on exhibition within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and in transit thereto and therefrom. This insurance excludes scratching, bruising, denting and claims for repainting occurring in transit or during loading or unloading.

### **35. Delivery voyages**

This insurance includes the delivery of the Vessel by water, under the Vessel's own power, within the Territorial Limits.

### **36. Private and pleasure use by directors**

This insurance includes private pleasure use of Vessels by directors of the Insured and senior employees with the permission of the Insured.

