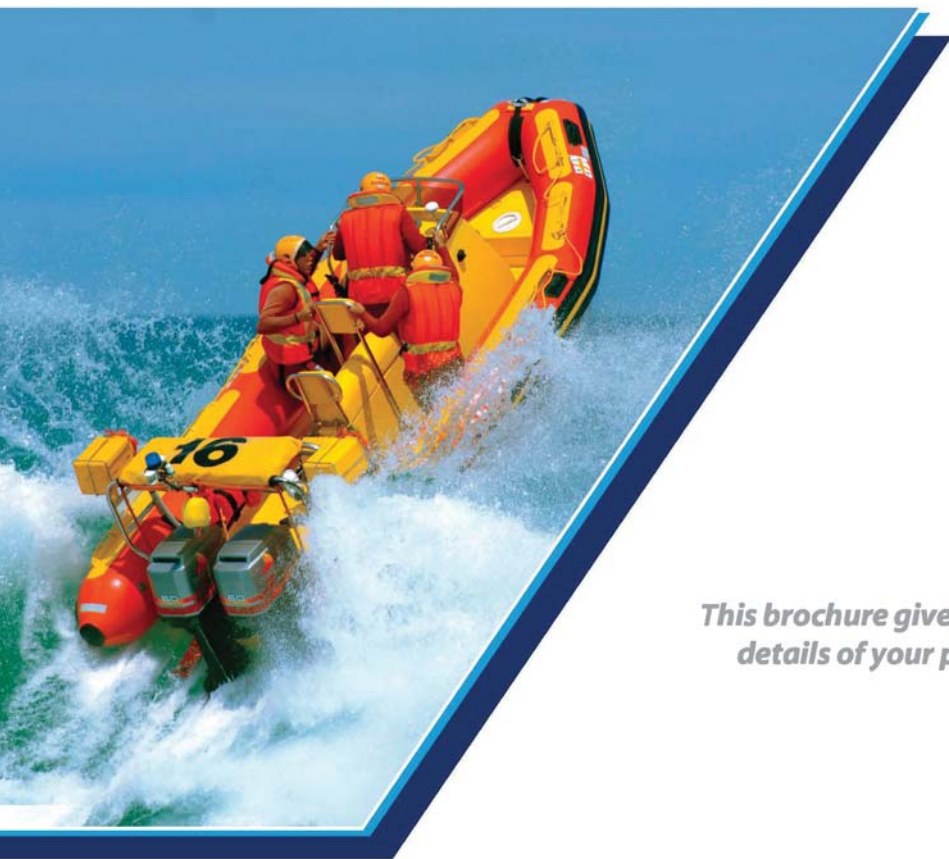


WESTFIELD

SUB AQUA & MARINE INSURANCE SERVICES LTD

Pleasure Craft Policy



*This brochure gives you
details of your policy*



SOMPO CANOPIUS

Important Contact Details

Pleasure Craft Insurance Claims

Please contact **The Administrators** to report a claim. They are:

Westfield (Sub Aqua & Marine) Insurance Services Ltd

Tel: 01483 237827

Fax: 01483 234856

Email: nick@divinginsuranceuk.com

For an out of hours claims reporting service please contact the Sompo Canopus Marine claims team on:

Tel: (UK) 0345 600 7425

(From abroad) +44 2920 386 949

Email: sompocanopusmarineclaims@cl-mar.com

In all cases, please report claims as soon as possible so that **We** can take any action necessary.

Please see Section 6 – Claims Condition for the steps of how to make a claim.



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Registered in England & Wales, no. 01514453.
Registered office: Gallery 9, One Lime Street, London EC3M 7HA.

Welcome and introduction

Dear Sir / Madam,

We would like to take this opportunity to welcome **You** as a **Policyholder**.

This booklet explains the terms of **Your** insurance contract between **You** and **Us**.

This booklet, **Your Schedule** and any **Endorsements** noted thereon make up **Your Policy** which is evidence of the contract of insurance. The contract of insurance is for the period stated in **Your Schedule** for which **We** have accepted **Your Premium**.

Please read this booklet carefully, as it is important that **You** understand the cover **Your Policy** provides. This booklet is designed to be clear and concise and important words, which have been highlighted in bold, have been defined for further clarity in the 'Definitions' section on pages 8 - 12. **We** have also provided guidance on what to do and what not to do in the event of a claim in section 6.

Your Schedule also contains important information about **Your** cover and **You** should read it with this booklet. If **You** find that the cover is not suitable for **You** or that there is anything **You** do not understand please contact **Your Insurance Adviser** as soon as possible.

Thank you for choosing **Us**. **We** look forward to working together.

Your Policy – Contract of Insurance

Unless amended by **Endorsement** in **Your Schedule**, **We** will insure **Your** legal liabilities, **Your Insured Property** against loss, damage or theft caused by a defined **Peril**, and provide **You** and **Your** passengers with a personal accident benefit for incidents which occur within the **Cruising Limits** or **Transit Area** and at the locations noted in **Your Schedule**, during the **Period of Insurance** for which **We** have accepted **Your Premium**.

This cover is subject always to the terms and conditions of **Your Policy** or as noted in **Your Schedule**.

Cooling off period

You may cancel this **Policy** within 14 days from the date **You** bought it or the date **You** received **Your Policy** documents (whichever is the later) by contacting **Your Insurance Adviser**. **We** will give **You** a full refund of any **Premium You** have paid provided **You** have not made and are not intending to make a claim and no incident likely to give rise to a claim has occurred.

Several liability clause

The subscribing insurers' obligation under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscriptions of any co-subscribing insurers who for any reason does not satisfy all or part of its obligations.

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

Our Firm Reference Number(s) and other details can be found on the Financial Services Register at www.fca.org.uk

Information We need to know

You must take reasonable care to provide complete and accurate answers to the questions **We** or **Your Insurance Adviser** ask when **You** take out, make changes to or renew **Your Policy**. **Your Policy** may not be valid or may not cover **You** fully if the information provided by **You** is not complete and accurate or if **You** do not tell **Us** about changes relevant to this **Policy**. See also Section 5 General Policy Conditions.

Data Protection Notice

We and The Administrators are the data controller (as defined by the Data Protection Act 1998) who may collect and process **Your** personal information.

We or The Administrators may collect personal information about **You**, including:

- ▶ Name
- ▶ Date of birth
- ▶ Sex / Gender
- ▶ Address
- ▶ Financial information
- ▶ Contact details
- ▶ Details of bankruptcies or repossessions
- ▶ Details of any registration made on the electoral register (or roll)

We or The Administrators may also collect sensitive personal information about **You**, including:

- ▶ Medical history
- ▶ Criminal convictions
- ▶ Employment records (including trade union membership)
- ▶ County Court Judgments

It is necessary to collect this sensitive personal information about **You** so that **We** or The Administrators can assess the terms of **Your Policy** or handle claims which arise from **Your Policy**, although to do so, **We** or The Administrators will need to have **Your** explicit consent.

We or The Administrators collect and process **Your** personal information for the purpose of insurance administration.

Personal information held about **You** may also be used for:

- ▶ research and statistical purposes to improve the quality of products and service provided; and
- ▶ marketing.

Your personal information may be shared with other companies within the Somo Canopus Group which includes **Our** or The Administrators agents, subsidiaries, ultimate parent company and any of its subsidiaries (together the “Group Companies” and each a “Group Company”). When **Your** personal information is shared with any Group Company they may become a joint data controller, in which case they have the same responsibilities in relation to **Your** information as **We** do, or they may be processing **Your** personal information on **Our** or The Administrators behalf or on behalf of another Group Company.

We or The Administrators may also need to share **Your** personal information with other third parties, including:

- ▶ regulatory bodies and law enforcement agencies including the police, as required under any applicable law;
- ▶ other insurers; and
- ▶ other related third parties (such as loss adjusters or claims investigators).

Where **We** or The Administrators disclose **Your** personal information to third parties, those third parties will only use that information for the purposes set out in **Our** privacy policy.

Before sharing **Your** personal information with any third party, **We** or The Administrators will ensure that the third party has appropriate technical and organisation measures in place to protect **Your** information.

When **Your** insurance ends all personal information held about **You** will be destroyed or erased after a period of 7 years by **Us** or The Administrators. The Group Companies will be advised to do the same.

On the payment of the appropriate fee, **You** have the right to access and if

necessary rectify information held about **You** (this is known as a Subject Access Request). Please contact **Our** or The Administrators, in writing, at the addresses given below, to exercise these rights.

Data Protection Officer
Canopus Managing
Agents Limited
Gallery 9
One Lime Street
London
EC3M 7HA

Definitions

Certain words shown below have a specific meaning. Whenever they are shown capitalised and in bold in Your Policy they will have that meaning.

- **Accident:** An unforeseen and unplanned event or circumstance including but not limited to fire, explosion, earthquake, collision, sinking, grounding and / or striking submerged objects, water ingress, impact, negligence of third parties, vermin, tidal surge, tsunami, storm, rain, snow, hail or sleet and / or lightning or freezing conditions, the formation of ice on seas, lakes or rivers or flooding of coastal areas, lakes or rivers beyond normal banks or bounds.
- **Agreed Value:** The **Sum Insured** shown in **Your Schedule** which represents the value of **Your Craft** as declared by **You** and agreed by both **You** and **Us**.
- **Ashore:** Out of the water and on land, above the highest astronomical tide mark.
- **Business Equipment:** Furniture, office machines, equipment and stationery used for business purposes which belong to, or are the legal responsibility of, **Your Family** and which **You** keep on **Your Craft**. [All of these items must be connected to a business **You** run from **Your Craft**.]
- **Coastal Waters:** Waters up to a distance of 12 nautical miles from the shore.
- **Consumable(s):** Flares, engine oil and any other item(s) which whilst being used are consumed or diminished. [This does not include food or drink]
- **Craft:** The vessel identified in **Your Schedule** comprising the hull, superstructure, fittings, **Machinery**, gear and fitted equipment that would normally be sold with the vessel.
- **Cruising Limits:** The geographical area specified in **Your Schedule** within which **We** have agreed to insure **Your Insured Property**.
 - **Non-Tidal Waters of the United Kingdom:** Inland waters of the **United Kingdom** where there are no tides and inland tidal stretches which are necessary to navigate in order to enter or leave the non-tidal system.
 - **Coastal Waters of the United Kingdom:** Non-tidal waters of the **United Kingdom**, inland tidal waters and **Coastal Waters** of the **United Kingdom** including waters between two points in the **United Kingdom** which enables travel by the most direct route even though this route may be outside of the 12 mile limit. This does not include travel between **Great Britain** and either the Isle of Man, Northern Ireland or the Channel Islands.

- **Inland and Coastal Waters of Europe:** Inland waters of **Europe** where there are no tides, inland tidal waters and **Coastal Waters of Europe**.
- **Other Cruising Limits:** As specified in **Your Schedule**.

- **Deliberate Act(s) of Others:** Any intentional actions to deface, damage or destroy **Your Insured Property** by a person or persons other than **You** including but not limited to arson, malicious acts (including vandalism or piracy), riots and civil commotion (riots and civil commotion within the **United Kingdom** only).
- **Endorsement:** A written record of any alteration **We** agree to make to **Your Policy** that is shown in **Your Schedule**.
- **Europe:** Albania, Andorra, Austria, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Eire, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Republic of Macedonia, Malta, Monaco, Montenegro, The Netherlands, Norway, Poland, Portugal (excluding Azores but including Madeira), Romania, San Marino, Serbia, Slovakia, Slovenia, Spain (including **Coastal Waters** of the Canaries and the Balearics), Sweden, Switzerland, Turkey, **United Kingdom**, Vatican City.
- **Excess:** The amount of each claim **You** have to pay.
- **Fault/Faulty:** A failure in or of the design or manufacture of **Your Insured Property**, or in or of the design, manufacture or installation of a component part of **Your Insured Property**, which is not the result of **Gradual Deterioration** or lack of maintenance and which **You** were not aware of and which would not have been discovered during normal maintenance of **Your Insured Property**.
- **Gradual Deterioration:** The progressive degradation of **Your Insured Property** caused by wear and tear, rust, rot, oxidation, corrosion, electrolytic or galvanic action, wasting or weathering.
- **Great Britain:** England, Scotland and Wales (excluding Northern Ireland, Isle of Man and the Channel Islands).
- **Houseboat:** A **Craft** that is located or moored at a single location which is permanently connected to either the on shore mains gas supply, mains electricity supply, mains water supply or sewage system.
- **In Commission:** When **Your Craft** is fitted out and ready for immediate use including whilst **Ashore** ready to be launched.
- **Insurance Adviser:** The insurance agent, broker or adviser through whom **You** have arranged this **Policy**.
- **Insured Property:** The property shown in **Your Schedule** and defined in **Your Policy**.
- **Laid Up:** When **Your Craft** is not fitted out and not ready for immediate use including whilst **Ashore** but not ready to be launched.
- **Livaboard Contents:** Removable household contents including, but not limited to, clothes and other items which are worn or carried whilst in use, freezer contents,

Valuables, aerials, satellite receiving equipment, solar panels, sports equipment and **Money**. [This does not include laptops, mobile phones, pedal cycles or **Business Equipment**]

- **Loss of Limbs:** Loss by physical severance of an arm or leg at or above the wrist or ankle or the total and permanent loss of use of an entire arm, hand, leg or foot.
- **Machinery:** Including, but not limited to, main and auxiliary engines, outboard engines, generators, air conditioning installations, electrical equipment, cables and fittings, hydraulic equipment, piping and fittings, boilers, propellers, shafts, gearboxes, exhausts and starter motors.
- **Market Value:** The most likely sale value between willing buyer and willing seller immediately prior to the claimed loss or damage taking into account the condition and location of **Your Craft**.
- **Money:** Cash, cash cards, credit cards, cheque cards, currency or bank notes, stamps, travel tickets, traveller's cheques, passport, bonds or securities.
- **Peril:** The cause of the loss or damage.
- **Period of Insurance:** The period which **You** have paid for and which **We** have accepted the **Premium** for as stated in **Your Policy Schedule**.
- **Permanent Total Disablement:** Disablement which has lasted for at least 104 consecutive weeks and will in all probability prevent the insured person from attending to employment, business or occupation of any and every kind for the remainder of their life as evidenced by independent medical advice provided by a medical practitioner agreed by **Us**.
- **Policy:** This booklet, **Your Schedule** and / or the certificate of insurance make up **Your** contract with **Us** (otherwise known as **Your** insurance **Policy**). **You** should read them together as if they were one document.
- **Premium:** The amount of money that **You** pay and **We** accept for this insurance
- **Property Away From Your Craft:** Clothes and other items which are worn or carried whilst in use, **Money**, photographic equipment, jewellery, watches and sports equipment. [This does not include laptops, mobile phones, pedal cycles and **Business Equipment**]
- **Seaworthy:** Where **Your Insured Property**, including **Your Craft**, is fit to encounter the ordinary perils of the seas, rivers, lakes and any other navigable waterways and is suitably moored, crewed, equipped, fuelled and provisioned with all equipment in proper working order.
- **Schedule:** The document that makes the **Policy** personal to **You**. It includes:

- 1) the **Period of Insurance**;
- 2) details of **Your Craft**;
- 3) **Sums Insured**;
- 4) the **Cruising Limits** and **Transit Area**;
- 5) where **Your Craft** is moored or stored;
- 6) who **We** are;
- 7) the periods for which **Your Craft** is allowed to be **In Commission** or should be **Laid Up**;
- 8) any **Endorsements** applying;
- 9) the **Excess**; and
- 10) the statement of price

[This list is not exhaustive]

- **Specified Equipment:** Items of equipment that are specifically noted in **Your Schedule**.
- **Student Contents:** Removable household contents including, but not limited to, clothes and other items which are worn or carried whilst in use, freezer contents, **Valuables**, aerials, satellite receiving equipment, sports equipment and **Money** which are contained within **Your Family** member's student accommodation whilst they are temporarily living away from **Your Craft** whilst studying at school, university or college with the **United Kingdom**. [This does not include laptops, mobile phones, pedal cycles and **Business Equipment**].
- **Sum(s) Insured:** The values shown in **Your Schedule** for **Your Craft** and other **Insured Property**.
- **Terrorism:** An act or acts of any person or group(s) of persons committed for political, religious, ideological or similar purposes with the intention to influence any government and / or to put the public or any section of the public in fear. **Terrorism** can include but not be limited to the actual use of force or violence and / or the threat of such use. Furthermore the perpetrators of **Terrorism** can either be acting alone or on behalf of or in connection with any organisation(s) or government(s).
- **The Administrators:**
 Westfield (Sub Aqua & Marine) Insurance Services Ltd
 Clasford Lodge
 Clasford Farm
 Aldershot Road
 Guildford
 Surrey
 GU3 3HQ
 Tel: 01483 237827
 Fax: 01483 234856
 Email: nick@narrowboatinsuranceuk.com
- **Third Party (Parties):** A person who makes a claim against anyone insured by this **Policy**.

-
- **Total Loss:** When **Your Craft** or other **Insured Property** is completely lost, destroyed or damaged so that it can no longer be used as intended or if the cost of recovery and / or repairs is more than the value of **Your Insured Property**.
 - **Transit Area:** The geographical area specified in **Your Schedule** within which **We** have agreed to insure **Your Insured Property** in transit.
 - **United Kingdom:** England, Scotland, Wales, Northern Ireland, Isle of Man and the Channel Islands.
 - **Valuables:** Jewellery, watches, clocks, articles of precious metal, medals, antiques and works of art.
 - **We/Us/Our:** Lloyd's Syndicate 4444 managed by Canopius Managing Agents Limited.
 - **Wilful/Deliberate:** A deliberate or planned action that **You** actively undertake that causes loss or damage.
 - **You, Your, Policyholder:** The person whose name is shown in **Your Schedule** or any other person who is navigating or in charge of **Your Craft** with **Your** permission for whom **We** provide cover.
 - **Your Family:** The person named in the **Schedule** together with their husband, wife, life partner, civil partner, children, parents and other relatives that normally live on **Your Craft**.

Section 1: Your Insured Property

This section only applies to **Your Insured Property** which is shown in **Your Schedule** with a **Sum Insured**.

Subject to the terms and conditions contained within **Your Policy** and any **Endorsements** noted in **Your Schedule**, **We** will insure **Your Insured Property** within the **Cruising Limits** and / or **Transit Area** for loss or damage caused by one or more of the following defined **Perils**:

We will cover **You** for:

1.1 **Accident** and / or **Deliberate Act(s) of Others**.

We will not pay for:

- ▶ loss or damage caused by:
 - 1.1.1 **Gradual Deterioration** [this is a separate **Peril** under cover 1.3];
 - 1.1.2 **Faults** [this is a separate **Peril** under cover 1.2];
 - 1.1.3 theft or attempted theft; [this is a separate **Peril** under cover 1.4]
 - 1.1.4 moths, mildew, mould or dampness;
 - 1.1.5 osmosis;
 - 1.1.6 insects, marine borers, barnacles, marine growth, fungi or molluscs;
 - 1.1.7 discolouration and / or fading not caused by a sudden and unforeseen event;
 - 1.1.8 freezing to **Machinery** that has not been maintained in accordance with the manufacturers' recommendations and / or has not been protected by the appropriate anti-freeze mixed and inserted in accordance with manufacturers' specification;
 - 1.1.9 riot, or civil commotion outside the **United Kingdom**;
 - 1.1.10 scratching, denting or bruising while **Your Craft** is being transported;

(continued)

► loss of or damage to:

- 1.1.11 or failure of electronic equipment caused solely by the breakdown, failure or derangement of a component part;
- 1.1.12 sails split by the wind or blown away while hoisted or unfurled, unless the spars that they are attached to are damaged at the same time;
- 1.1.13 masts, spars and their fittings, sails and standing or running rigging while **You** are **Racing Your Craft** unless **Endorsement 6, 11 or 13** is shown in **Your Schedule**;
- 1.1.14 **Your Craft**, whilst being transported if more than 9 metres long, unless **Endorsement 15 - Transit Risks** is noted in **Your Schedule**;
- 1.1.15 **Your Insured Property** whilst being transported outside the **Transit Area**;
- 1.1.16 **Your Insured Property** whilst in transit that is not:
 - i) carried on a trailer fit for the purpose and towed by a suitable vehicle; or
 - ii) fitted in a purpose built cradle and carried by a professional haulier; or
 - iii) secured or fastened to a vehicle roof rack, provided this is a suitable method of transit for **Your Craft**;
- 1.1.17 **Your Craft** whilst in transit or being towed if **You** have not complied with all applicable laws and regulations relating to the form of towing / transit used;

(continued)

- 1.1.18 or failure of **Machinery** arising from an **Accident** if **Your Craft's Machinery** is over three years old and / or **Your Craft** is a **Speedboat** except if caused by:
- i) accidental incursion of water into the hull, but not the engine alone; or
 - ii) **Your Craft** being stranded, sunk, burnt or on fire; or
 - iii) impact between **Your Craft** and any external substance including ice (but not water); or
 - iv) the seawater intake being accidentally obstructed by an external substance including ice (but not water);
 - v) an **Accident** whilst removed from **Your Craft** and in a place of storage; or
 - vi) an **Accident** occurring whilst the **Machinery** is being removed from or placed in **Your Craft** or from or into a place of storage;
- 1.1.19 **Machinery** solely as a result of water ingress through its exhaust system;
- 1.1.20 or failure of **Machinery** caused solely by the breakdown, failure or derangement of a component part if:
- i) **Your Craft** is a **Speedboat**;
 - ii) **Your Craft's Machinery** is over 3 years old and /or an outboard motor;
 - iii) **You** cannot provide written records in confirmation that **Your Machinery** has been serviced and maintained in accordance with the manufacturers' recommended schedule;

(continued)

	1.1.21	open and / or semi open Craft and / or any other Insured Property on or in the Craft caused by the gradual accumulation of rainwater or snow;
1.2	Faults	<p>1.2.1 the cost of repairing or replacing any part that is lost or damaged because it was Faulty;</p> <p>1.2.2 the cost of putting right any defects or defective work caused by somebody else's mistake or if they do not finish any repair work or alterations;</p> <p>1.2.3 loss or damage caused by Faults which You were aware of and / or which would have been discovered during normal maintenance of Your Insured Property;</p>
1.3	Gradual Deterioration	<p>1.3.1 loss or damage caused by Gradual Deterioration which could have been identified by routine inspection and / or prevented by servicing or maintenance or recommended replacement intervals, in accordance with engineers', surveyors' or manufacturers advice;</p> <p>1.3.2 gradual discolouration and / or fading;</p>
1.4	theft or attempted theft:	1.4.1 the theft or attempted theft of gear, equipment, Personal Belongings, Specified Equipment, Removable Household Contents or Machinery from Your Craft or from locked storage place Ashore where:

(continued)

- i) there are no visible signs of forcible and violent entry to or exit from **Your Craft**, a locked cabin or locked storage place; or
- ii) the item was not securely fastened to **Your Craft** and the removal of this has not caused visible damage to **Your Craft**; or
- iii) the item has not been physically unscrewed from **Your Craft**, leaving its fixings, or evidence of its fixings, visibly in place; or
- iv) violence is not threatened or used against **You** or any other person associated with **Your Craft** or other **Insured Property**;

1.4.2 the theft or attempted theft of **Your** outboard motors if they are stolen from **Your Craft**, and any resultant damage to **Your Craft** where the outboard motors were not securely fastened to **Your Craft** by an outboard motor lock as well as their normal fitting device. An outboard motor lock is a device specifically designed, marketed and sold as a secure method to prevent theft of **Your** outboard motors;

1.4.3 the theft or attempted theft of **Your** outboard motors if they are stolen from **Your Craft** where the only method of security is a padlock and chain;

(continued)

1.4.4 the theft or attempted theft of **Your** trailer and / or any **Insured Property** on **Your** trailer or any other trailer:

- i) when the trailer is unhitched from a towing vehicle; and
- ii) when the trailer is parked attached to a towing vehicle and left unattended or out of **Your** direct line of sight;

Except if the trailer is secured by:

- iii a **Wheel Clamp** if **Your Craft** is a **Speedboat** or a **Personal Watercraft**; or
- iv) a **Wheel Clamp** or **Hitchlock** for all other types of **Craft**;

1.4.5 the theft or attempted theft of **Your Insured Property** whilst being transported within a road vehicle and left unattended unless:

- i) the road vehicle is fully enclosed and left fully closed and locked; and
- ii) **Your Insured Property** is concealed out of sight and / or contained in the boot of the road vehicle; and
- iii) there are visible signs of forcible and violent entry to or exit from the road vehicle.

1.5 **You** can also claim for:

1.5.1 Salvage, towage and assistance charges.

We will pay the cost of saving **Your Craft** from a loss which **You** would be insured for under **Your Policy**.

1.5.2 Sighting costs.

We will pay the cost of inspecting the underwater part of the hull of **Your Craft** after a stranding even if there is no damage, providing **We** have agreed the costs in writing beforehand.

The following exclusions apply to the whole of Section 1 – Your Insured Property

We will not pay for:

- 1.6 loss of value of **Your Insured Property** because of age and use;
- 1.7 loss of value of **Your Insured Property** after it has been repaired;
- 1.8 any previous damage that is not repaired or any unsettled theft claim, in the event of a **Total Loss**;
- 1.9 any personal expenses **You** pay because of loss of or damage to **Your Insured Property**. This includes but is not limited to:
 - i) travel and / or accommodation costs;
 - ii) payment for overseeing repairs;
 - iii) lost or unused fees for mooring and / or storage;
- 1.10 loss of or damage from any **Peril** to any portable items including **Personal Belongings** and **Specified Equipment** whilst on board **Your Craft** during the **Laid Up** period shown in **Your Schedule**;
- 1.11 loss, damage or theft of tenders, dinghies or ships boats that do not have the name of **Your Craft** or **Your name** or **Your** current postcode or **Your** sail number permanently shown on them;
- 1.12 loss or damage from any **Peril** to **Personal Belongings** unless **Endorsement 5** is shown in **Your Schedule**;
- 1.13 loss or damage from any **Peril** to deeds, documents, stores, **Consumables**, moorings, fishing gear, diving equipment, wet suits, dry suits, tow ropes, water skis, wakeboards, kneeboards or similar equipment, plants, animals, sports equipment, pedal cycles, laptops, mobile phones, business equipment, **Valuables** or **Money**, unless they are noted separately by **Endorsement** or noted in **Your Schedule**;
- 1.14 loss or damage from any **Peril** to **Removable Household Contents** unless they are on board **Your Craft** or at a repairer or whilst **You** are taking them from **Your** home to **Your Craft** or back again;
- 1.15 loss or damage to **Your Insured Property** caused by a **Wilful** or **Deliberate** act by **You** or anyone living with **You** to destroy, damage or dispose of **Your Insured Property**;
- 1.16 brittle articles that are broken unless they are broken by thieves, burglars, fire, stranding, sinking or as a result of a collision involving **Your Craft**;
- 1.17 loss or damage from any **Peril** if **You** are **Racing Your Craft** above the **Level of Racing** cover shown in **Your Schedule**.

The amount We will pay under Section 1.

- 1.18 If **Your Craft**, is a **Total Loss** the most **We** will pay is the **Market Value** of this item up to the **Sum Insured** shown in **Your Schedule** unless **Endorsement 16** (Agreed Value) is shown in **Your Schedule**.
- 1.19 For a partial loss of **Your Insured Property** **We** may elect to:
- i) pay for the cost of repairs; or
 - ii) pay for a replacement part and the costs connected with the replacement; or
 - iii) make a cash payment based on the cost of an equivalent replacement.
- 1.20 For salvage, towage and assistance charges **We** will pay expenses necessarily incurred.
- 1.21 For sighting costs **We** will pay the costs incurred provided **We** have agreed them in writing beforehand.
- 1.22 If **We** replace any items shown below with new ones **We** will reduce the amount **We** will pay to **You** in respect of **Your** claim because of the age and condition of the item concerned:
- i) sails;
 - ii) protective covers;
 - iii) running and standing rigging;
 - iv) batteries;
 - v) **Specified Equipment**;
 - vi) **Personal Belongings**.
- 1.23 **We** may deduct up to 50% of the cost in respect of:
- i) repainting, altering or replacing parts of **Your Insured Property** that are undamaged but that are repainted, altered or replaced in order to match parts that are stolen, lost or damaged as a result of an insured **Peril** covered under **Your Policy** where the theft, loss or damage is restricted to a clearly identifiable area or specific part of **Your Insured Property**; and
 - ii) any item that is replaced after being rendered obsolete or no longer legally compliant by theft, loss and / or damage to another item as a result of an incident that is covered under **Your Policy**;
- 1.24 In the event of theft, loss or damage to outboard motors **We** will pay the current new replacement price less a deduction of 10% per year for age, wear and tear up to a maximum deduction of 50% providing that this figure is not more than the **Sum Insured** shown in **Your Schedule** against the outboard motor;
- 1.25 **We** will not pay more than £500 in respect of any item of **Removable Household Contents** unless such item is specified in **Your Schedule** with a **Sum Insured** shown;
- 1.26 **We** will not pay more than the **Sum Insured** shown in **Your Schedule** against each item unless the payment is for salvage towage and assistance charges or sighting costs.

Section 2: Liability to Third Parties and Passengers

This section only applies if noted in Your Schedule.

Subject to the terms and conditions contained within **Your Policy** and any **Endorsements** noted in **Your Schedule**, **We** will insure **You** within the **Cruising Limits** and / or **Transit Area**.

We will cover **You** for:

- 2.1 all sums (not exceeding the sums stated in **Your Schedule**) that **You** legally have to pay as a result of owning or having an insurable interest in **Your Craft** noted in **Your Schedule**, including any legal liability arising when **Your Craft** is being used, navigated or in the custody or control of anyone else with **Your** permission, resulting in:
- i) the death of, or injury to, any other person, or any other person insured by this **Policy**, including anyone getting on or off or travelling on **Your Craft**;
 - ii) damage to any other property;
 - iii) the raising or attempted raising, removing or destroying of the wreck of **Your Craft**;
 - iv) pollution caused by **Your Craft** as a result of loss or damage that **We** insure;

As long as **We** have agreed in writing beforehand **We** will also pay for:

- v) **Your** legal costs in settling or defending a claim;
- vi) solicitor's fees and other expenses relating to official enquiries or coroner's inquests.

We will not pay:

- 2.1.1 anyone **You** employ in connection with the operation of **Your Craft**;
- 2.1.2 fare-paying passengers;
- 2.1.3 water skiers or persons engaged in any similar activity being towed by **Your Craft**, until they are safely back on board **Your Craft** unless **Endorsement 8** is shown in **Your Schedule**;
- 2.1.4 parascenders or participants in any other activity which takes place in the air operating with **Your Craft** until they are safely back on board **Your Craft**;
- 2.1.5 divers operating from **Your Craft** until they are safely back on board **Your Craft**;
- 2.1.6 any liability occurring whilst **Your Craft** or any other **Insured Property** is in transit by or attached to a mechanically propelled road vehicle or any liability relating to any trailer which **We** insure except when it is deliberately uncoupled from the towing vehicle;
- 2.1.7 any liability occurring whilst **Your Craft** or any other **Insured Property** is in transit by rail, air, ferry or sea;

(continued)

- 2.1.8 liability of any sort which comes under the Employers Liability Act 1969 or any other law relating to workmen;
- 2.1.9 any liability caused or contributed to by **Your Wilful** misconduct;
- 2.1.10 any liability incurred whilst **Your Craft** is being used by or is in the custody or control of:
 - i) shipyard operators or their employees;
 - ii) repair yard operators or their employees;
 - iii) slipway operators or their employees;
 - iv) yacht club operators or their employees;
 - v) marina operators or their employees;
 - vi) delivery skippers or their employees or crew;
 - vii) sales agencies or their employees; or
 - viii) any other similar organisations

2.2. The amount We will pay under Section 2.

- 2.2.1 The most **We** will pay under this section is the amount shown in **Your Schedule** under the Third Party and Passenger cover limit. This applies to each incident or series of incidents that are caused by the same event.

Section 3: Personal Accident

Subject to the terms and conditions contained within **Your Policy** and any **Endorsements** noted in **Your Schedule**, **We** will insure **You** within the **Cruising Limits** and / or **Transit Area**.

We will pay:

- 3.1 i) a benefit as shown in 3.2 below for **You** and **Your** passengers for accidental death or accidental injury while **You** or they are on **Your Craft** or getting on or off it; and
- ii) doctors' or surgeons' fees for emergency treatment if **You** or **Your** passengers are injured on **Your Craft** or getting on or off it.

We will not pay:

- 3.1.1 for anybody aged over 75 at the time of the incident;
- 3.1.2 if death, **Loss of Limb**, total loss of sight or **Permanent Total Disablement** happens more than 52 weeks from the date of the incident which caused the injury;
- 3.1.3 **You** or **Your** passengers compensation under more than one of the categories shown in 3.2 below for the same incident;
- 3.1.4 **You** or **Your** passengers benefit if **You** or **Your** passengers are paid compensation under Section 2 – Liability to Third Parties and Passengers of **Your Policy** in relation to the same incident;
- 3.1.5 any benefit or medical expense for death, disablement or injury resulting from:
 - i) incidents occurring while **Your Craft** is used for any purpose other than private pleasure;
 - ii) suicide or attempted suicide or **Wilful** exposure to danger (except in an attempt to save human life);
 - iii) the influence of intoxicating liquor or drugs (other than drugs taken under medical supervision but not for the treatment of drug addiction);
 - iv) any deliberate act by **You** in an attempt to self-harm;

(continued)

- 3.1.6 for any cover under this section unless the helmsman is wearing a personal flotation device whilst **Your Craft** is being used single handed;
- 3.1.7 for any cover under this section whilst **You** are **Racing Your Craft** above the **Level of Racing** cover shown in **Your Schedule**.

The amount We will pay under Section 3.

- 3.2 The benefits payable for the cover applicable to 3.1 i) above are:
 - i) £10,000 for death;
 - ii) £10,000 for the loss of one or more limbs;
 - iii) £10,000 for the total loss of sight (complete and irrecoverable) in one or both eyes;
 - iv) £10,000 for **Permanent Total Disablement**;
- 3.3 **We** will not pay more than £60,000 in any one **Period of Insurance**.
- 3.4 **We** will pay up to £500 for any one incident for any doctors' or surgeons' fees for emergency treatment as per the cover applicable to 3.1 ii) above.

Section 4 – General Policy Exclusions

The following exclusions apply to the whole of Your Policy.

You are not covered for:

4.1 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**;

4.2 Radioactive contamination

any loss of or damage to **Your Insured Property** or additional expense following on from the event for which **You** are claiming or any legal liability directly or indirectly caused by or contributed to or arising from:

4.2.1 ionising radiations or contamination by radioactivity from any irradiated fuel or from any nuclear waste from the combustion of nuclear fuel; or

4.2.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component;

4.3 Sonic bangs

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

4.4 War risks

any theft, loss, damage or liability caused by or happening through war, invasion, acts of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;

4.5 Riots and civil commotion

any loss, damage or liability caused by or happening through riot or civil commotion outside the **United Kingdom**, the Isle of Man or the Channel Islands;

4.6 any punitive or exemplary damages and criminal prosecution or defence costs.

In addition:

4.7 Non-standard use of Your Craft

Unless it is noted in **Your Schedule** or amended by **Endorsement You** are not insured if **You** use **Your Craft**:

4.7.1 for hire or charter;

4.7.2 for anything except **Your** own private pleasure;

4.7.3 as a **Houseboat**;

4.7.4 outside the **Cruising Limits** shown in **Your Schedule** (however **You** may travel outside of **Your Cruising Limits** if **You** are forced to by the weather, any form of danger or an order of Government or legal authority);

4.7.5 single handed for more than 18 hours in any 24 hour period unless **Endorsement 19** is shown in **Your Schedule**;

4.7.6 single handed if **Your Craft** is more than 10 meters in length unless **Endorsement**

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- 25 is shown in **Your Schedule**;
- 4.7.7 for **In Commission** use during the **Laid Up** period shown in **Your Schedule**;

4.8 Cyber Attack

- 4.8.1 Subject only to clause 4.8.2 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to, by, or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- 4.8.2 Where this **Policy** covers risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or **Terrorism** or any person acting from a political motive, clause 4.8.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and / or guidance system and / or firing mechanism of any weapon or missile.

4.9 Sanction Limitation and Exclusion

We 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 **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

Section 5 – General Policy Conditions

You must comply with the following conditions to have the full protection of Your Policy. If You do not comply with them We may cancel Your Policy or refuse to handle Your claim or reduce the amount of any claim payment.

5.1 Your duty of care

5.1.1 Information We need to know.

You must take reasonable care to provide complete and accurate answers to the questions We or Your Insurance Adviser ask when You take out, make changes to or renew Your Policy. Your Policy may not be valid or may not cover You fully if the information provided by You is not complete and accurate or if You do not tell Us about any changes.

You must let Your Insurance Adviser know if there are any changes to the information set out in Your Schedule. You must also tell Your Insurance Adviser within 14 days in the event of any of the following:

- i) Any additional people to be insured or any insured person to be taken off the Policy;
- ii) Any criminal convictions for any of the people insured or to be insured;
- iii) Any change in Your Craft's mooring or storage location;
- iv) Any change to Your Craft's original specification;
- v) Any modifications to Your Craft;
- vi) Any change affecting ownership of Your Craft;
- vii) Any change in the way that Your Craft is used (To include any change from private and pleasure use to charter use);
- viii) You have received a professional valuation of Your Craft which differs from the Sum Insured shown in Your Schedule;
- ix) You have offered or advertised Your Craft for sale at a different value to the Sum Insured shown in Your Schedule.

Items viii and ix only apply if Endorsement 16 (Agreed Value) is shown in Your Schedule.

If You do not take reasonable care at inception and during the Period of Insurance to provide accurate information, including written records and / or copies of any letters, reports and / or valuations, We may:

- a) cancel Your Policy and refuse to pay any claim; or
- b) pay only part of Your claim; or
- c) charge You a revised Premium; or
- d) change the Policy Excess; or
- e) change the extent of the cover provided by Your Policy

- 5.1.2 We will only provide the insurance described in Your Policy if anyone claiming under Your Policy has met all the relevant conditions. These are:

- i) **You** must take all necessary steps to maintain and keep **Your Craft** and all its gear and equipment **Seaworthy** and in a proper state of repair;
- ii) **You** must take all necessary steps to protect **Your Insured Property** from theft, loss or damage;
- iii) following the immersion or partial immersion of **Your Craft's Machinery** immediate action must be taken to flush out and wash off the **Machinery** with an appropriate material or treatment to prevent further damage occurring;
- iv) in the event of an incident likely to give rise to a claim under **Your Policy** **You** must take all necessary actions to minimise and prevent further theft, loss or damage;
- v) **You** must ensure that **Your Craft** is compliant with applicable Maritime and Coastguard Agency regulations and any other local regulation and licencing conditions when on charter;
- vi) **You** must ensure that the number of passengers on board **Your Craft** is restricted to the Maritime and Coastguard Agency coding and other local regulation and licencing conditions;
- vii) **You** must ensure that the skipper of **Your Craft** is suitably qualified in accordance with all applicable regulations;
- viii) when **You** are towing **Your Craft** **You** must ensure that **You** comply with all applicable laws and regulations.

5.2 Fraudulent claims

You must not act in a fraudulent manner.

If **You** or anyone acting for **You**:

- 5.2.1 make a claim under the **Policy** knowing the claim to be false or fraudulently exaggerated in any respect; or
- 5.2.2 make a statement in support of a claim knowing the statement to be false in any respect; or
- 5.2.3 submit a document in support of a claim knowing the document to be forged or false in any respect; or
- 5.2.4 make a claim in any respect of any theft, loss or damage caused by **Your Wilful** act or with **Your** connivance;

Then:

- 5.2.5 **We** shall not pay the claim;
- 5.2.6 **We** may declare the **Policy** void and retain the **Premium**;
- 5.2.7 **We** may inform the police

5.3 Cancellation

- 5.3.1 Statutory cancellation rights / Cooling off period.
You may cancel this **Policy** within 14 days from the date **You** bought it or the date **You** received **Your Policy** documents (whichever is the later) by contacting **Your Insurance Adviser** during this period. **We**

will give **You** a full refund of any **Premium You** have paid provided **You** have not made and are not intending to make a claim and no incident likely to give rise to a claim has occurred.

Cancellation outside the statutory period.

5.3.2 **You** may cancel this **Policy** at any time by providing prior notice to **Your Insurance Adviser**. Providing **You** have not incurred eligible claims during the period **You** have been on cover **We** will retain an amount of the **Premium** in proportion to the time **You** have been on cover and return the balance to **You**. This refund is calculated on a daily pro-rata basis.

5.3.3 **We** reserve the right to cancel **Your Policy** where there is a valid reason for doing so by providing 14 days' notice by registered post to **Your** last known address. The reason for cancellation will be set out in **Our** letter to **You**. Valid reasons may include but are not limited to:

5.3.3.1 where **You** sell **Your Craft** or transfer it to new ownership or if a company owns **Your Craft** and there is a change in the controlling interest of the company. **We** will not recognise any interest or transfer of interest or assignment of this **Policy**;

5.3.3.2 where **We** or **Your Insurance Adviser** have been unable to collect a **Premium** payment. In this case **We** or they will contact **You** in writing requesting payment by a specific date. If **We** or they do not receive the payment by this date a cancellation letter will be issued. **Your Policy** will be cancelled if payment is not received by the end of the cancellation notice period;

5.3.3.3 non-receipt of requested documentation / information such as claim documentation / information. In this case **We** or **Your Insurance Adviser** will ask **You** to provide the documentation by a specified date. If **We** or they do not receive the information by this date **We** or they will issue a cancellation letter. **Your Policy** will be cancelled if the requested documentation is not received by the end of the cancellation notice period;

5.3.3.4 where there is a failure by **You** to take care of **Your Insured Property** and keep it in a **Seaworthy** condition as per the General Policy Conditions of **Your Policy**;

5.3.3.5 where **You** have deliberately or recklessly misrepresented any information **You** have supplied or withheld any information which **We** or **Your Insurance Adviser** have asked for;

5.3.3.6 where **We** reasonably suspect or have evidence of criminal or fraudulent activity;

5.3.3.7 **You** use of threatening or abusive behaviour or language or the intimidation or bullying of **Our** or **Your Insurance Adviser's** staff or service providers.

5.3.4 Providing **You** have not incurred eligible claims during the period **You** have been on cover **We** will retain an amount of the **Premium** in proportion to the time **You** have been on cover and return the balance to **You**. This refund is calculated on a daily pro rata basis.

5.4 Other insurance

If **You** make any claim under this **Policy** and there is another insurance policy that insures the same loss **We** will only pay **Our** share of the claim. This condition does not apply to the Personal Accident section.

5.5 Choice of Law

The parties are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance shall be governed by the laws of England and subject to the exclusive jurisdiction of the courts of England and Wales.

5.6 Engine cut out device

You must maintain in an efficient working order any **Engine Cut Out Device** fitted to **Your Craft** and use it correctly at all times whilst **Your Craft** is underway.

Section 6 – Claims Condition

If You have an Accident or loss You might want to claim for under Your Policy You must contact Your Insurance Adviser or The Administrator for instructions. The Administrators are:

Westfield (Sub Aqua & Marine) Insurance Services Ltd
Clasford Lodge
Clasford Farm
Aldershot Road
Guildford
Surrey
GU3 3HQ

Tel: 01483 237827
Fax: 01483 234856
Email: nick@divinginsuranceuk.com

Alternatively, you may contact the Sampo Canopus Marine Claims Team at:

14-16 Park Place,
Cardiff,
CF10 3DQ

Tel: 0345 600 7425
Intl: +44 2920 386 949
Email: SampoCanopusMarineClaims@cl-mar.com

What You should or should not do:

- 6.1. If **You** are asked for **Your** insurance details in respect of injury to another person **You** must advise that **You** are insured with Canopus Managing Agents Limited;
- 6.2. **Your** claim will not be paid if **You** do not:
 - 6.2.1 advise **Your Insurance Adviser** immediately **You** are aware of any event, occurrence, prosecution, inquest or inquiry that may give rise to a claim under **Your Policy**;
 - 6.2.2 send all claims letters, summonses, or legal documents to **Your Insurance Adviser** within 48 hours of receipt. **You** must not reply to any of these documents;
 - 6.2.3 tell **Your Insurance Adviser** about any claim or potential claim arising from riot or civil commotion within the **United Kingdom** within 48 hours of occurrence;
 - 6.2.4 tell the police about any theft, attempted theft, vandalism, malicious damage or loss of **Your Insured Property**;

In addition:

- 6.3 **You** must not admit responsibility for any incident or pay or negotiate any claim unless **We** have given **You** written permission;

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- 6.4 **You** must allow **Us** to take over the defence or settlement of any claim if **We** so instruct **You**;
 - 6.5 **We** may wish to take legal action to recover any payment that **We** have made under **Your Policy**. **You** must give **Us** permission to take this action in **Your** name and **You** must help **Us** to do this if **We** request;
 - 6.6 **We** can get or **We** may ask **You** to supply estimates for repairs and **We** can decide where repairs can be done.

Section 7 – General Policy Terms

The following terms apply to the whole of **Your Policy**.

7.1 No claims bonus.

We will reduce the **Premium You** pay to renew **Your Policy** by the amount shown below but only if:

- 7.1.1 the gross **Premium** after deduction of any no claims discount is not less than the minimum **Premium** charged by **Us** (contact **Your Insurance Adviser** for full details of this); and
- 7.1.2 **Your Policy** has been in force for 12 consecutive months; and
- 7.1.3 **You** renew **Your Policy**; and
- 7.1.4 **Your Policy** is not on a **Laid Up** basis; and
- 7.1.5 no claim has been made under **Your Policy**; and
- 7.1.6 **Endorsement 14 - No claims bonus deleted** does not appear in **Your Schedule**

Number of claim free years	Percentage Your Premium will be reduced by
One year	5
Two years	10
Three years	15
Four years	20
Five years	25

7.2 Reduction of No claims Bonus.

If **You** have a claim under **Your Policy** and:

- 7.2.1 **Your** no claims bonus is not protected **Your** no claims bonus will be reduced by a maximum of two years for each claim during the **Period of Insurance**; or
- 7.2.2 **Your** no claims bonus is protected and **You** have two or more claims in any three year period **Your** no claims bonus will be reduced by 2 years following the second claim and by a further two years for each subsequent claim.

If **Your** no claims bonus is protected this will be shown by **Endorsement 20** in **Your Schedule**.

7.3 In Commission Period Extension

If **Your Craft** is not **Laid Up** out of commission at the start of the **Laid Up** period shown in **Your Schedule** We will automatically extend **Your In Commission** period for up to 15 days without **You** telling **Us**.

7.4 Our Service Commitment To You

If **You** have any questions or concerns about **Your Policy** **You** should contact **Your Insurance Adviser** or **The Administrators** at:

Westfield (Sub Aqua & Marine) Insurance Services Ltd
Clasford Lodge
Clasford Farm
Aldershot Road
Guildford
Surrey
GU3 3HQ

Tel: 01483 237827
Fax: 01483 234856
Email: nick@divinginsuranceuk.com

If **Your** question or concern is regarding **Your** claim, please contact either **Your Insurance Adviser, The Administrators** (details above) or the Sompocanopus Marine Claims Team at:

14-16 Park Place,
Cardiff,
CF10 3DQ

Tel: 0345 600 7425
Intl: +44 2920 386 949
Email: SompocanopusMarineClaims@cl-mar.com

Please have **Your Policy** number or claim reference number to hand when telephoning and please ensure that **You** quote it on all correspondence.

Section 8 – Complaints Procedure

Customer Service and Complaints

Our aim is to provide **You** with a high quality service at all times, although **We** do appreciate that there may be instances where **You** feel it is necessary to lodge a complaint.

If You do wish to complain, please note the 3 steps below, along with the relevant contact details for each step.

Please take special note however that should You wish to direct Your complaint directly to Lloyd’s in the first instance, You may do so by using the contact information referenced in Step 2 below.

Step 1:

In the first instance, please direct **Your** complaint to the relevant party referenced in Table 1 below.

If Your complaint refers to the handling of a claim You have submitted under Your Policy , please contact:	Sompo Canopus Marine Claims 14-16 Park Place, Cardiff, CF10 3DQ Tel: 0345 600 7425 Intl: +44 2920 386 949 Email: Sompo CanopusMarineClaims@cl-mar.com
For all other complaints, please contact:	Westfield (Sub Aqua & Marine) Insurance Services Ltd Clasford Lodge, Clasford Farm, Aldershot Road, Guildford, Surrey GU3 3HQ.

Step 2:

Should **You** remain dissatisfied with the outcome of **Your** complaint from either Canopus Marine Claims or **Your Insurance Adviser Your** legal rights are not affected, and **You** may refer **Your** complaint to Lloyd's. Contact information is in Table 2 below.

Complaints Department, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime Kent, ME4 4RN	Email: complaints@lloyds.com Telephone: +44 (0)20 7327 5693
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Details of Lloyd's complaints procedure are set out in a leaflet "Your Complaint - How We Can Help", which is available at <http://www.lloyds.com/complaints> Alternatively, **You** may ask Lloyd's for a hard copy.

Step 3:

If **You** still remain dissatisfied after Lloyd's has considered **Your** complaint, **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service. Contact information is in Table 3 below.

Financial Ombudsman Service Exchange Tower London E14 9SR	Telephone: 0800 0234 567 (normally free from a fixed line, but charges may apply from mobiles). Telephone: 0300 1239 123 (normally charged at the same rate as 01 / 02 on mobile phone tariffs). Email: complaint.info@financial-ombudsman.org.uk
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Alternatively, if **You** purchased **Your** insurance online please note that **You** can, if **You** wish, also submit **Your** complaint via the Online Dispute Resolution (ODR) Platform set up by the European Commission. This service has been set up to help residents in the European Union (EU), who have bought goods or services online, get their complaint resolved. **You** can access the ODR Platform by clicking on the following link: <http://ec.europa.eu/consumers/odr/>

This does not affect **Your** right to submit **Your** complaint following the process above. Please note that under current rules the European Commission will ultimately redirect your complaint to the Financial Ombudsman Service detailed above.

Section 9 – Endorsements

These Endorsements only apply when they are shown in Your Policy Schedule

Endorsement 1 – Excess

You must pay the first part of each claim under Section 1 – Your Insured Property up to the amount shown in **Your Schedule**. If **Your Craft** is a **Total Loss You** do not have to pay the **Excess**. If **Your** claim is for **Removable Household Contents** only, the **Excess** shall be either £100 or the Excess shown in **Your Schedule**, whichever is the lower.

Endorsement 2 – Taken Ashore condition

2.1 **You** must take **Your Craft Ashore** at all times:

- 2.1.1 when it has nobody on board; and
- 2.1.2 between sunset and sunrise;

2.2 **You** may leave **Your Craft** moored whilst unattended between sunrise and sunset providing this is for a maximum of three hours at any one time and **Your Craft** is on a suitable mooring.

This does not apply if **Your Craft** is a:

- i) **Personal Water Craft**;
- ii) windsurfer;
- iii) canoe;
- iv) rowing scull / skiff;
- v) stand up paddleboard;
- vi) kayak;
- vii) surfboard;
- viii) kite surf board; or
- ix) similar type of craft

Endorsement 3 – Small craft mooring permission

3.1 **You** can leave **Your Craft** afloat at the mooring shown in **Your Schedule** between 1st May and 30th September, inclusive, each year. At all other times **You** must take **Your Craft Ashore**:

- 3.1.1 when **Your Craft** has nobody on board; and
- 3.1.2 between sunset and sunrise

3.2 **You** may leave **Your Craft** moored whilst unattended between sunrise and sunset providing this is for a maximum of three hours at any one time and **Your Craft** is on a suitable mooring.

This does not apply if **Your Craft** is a:

- i) **Personal Water Craft**;
- ii) windsurfer;

- iii) canoe;
- iv) rowing scull / skiff;
- v) stand up paddleboard;
- vi) kayak;
- vii) surfboard;
- viii) kite surf board; or
- ix) similar type of craft

Endorsement 4 – Continental use

You can use **Your Craft** on **Inland** and **Coastal Waters of Europe** for up to 30 days at any one time.

Endorsement 5 – Personal Belongings

- 5.1 **We** will insure **Your Personal Belongings** (including those belonging to members of **Your** family that are living with **You** all the time) against theft, loss or damage.
- 5.2 **We** will only insure **Your Personal Belongings**, and those of **Your** family, while **You** or **Your** family are taking them from **Your** home, place of storage or business address to **Your Craft** or back again and while they are on board **Your Craft**.
- 5.3 The most **We** will pay is the amount shown in **Your Schedule** against the **Personal Belongings Sum Insured**.
- 5.4 The most **We** will pay for any single item is £250 unless the item is specified in **Your Schedule** with a **Sum Insured** shown
- 5.5 **We** will not pay claims for or caused by:
 - 5.5.1 moths, vermin, damp, mould, mildew, mechanical or electrical breakdown or failure, electronic or computer breakdown or failure;
 - 5.5.2 loss of value because of age or use;
 - 5.5.3 **Money**, furs, jewellery and watches;
 - 5.5.4 wetsuits, dry suits, buoyancy aids, tow ropes, waterskis, wakeboards, kneeboards, or sports equipment of any kind whilst being used;
 - 5.5.5 **Personal Belongings** whilst on board **Your Craft** during the **Laid Up** period shown in **Your Schedule**;
- 5.6 In addition **We** will not pay the first £100 of any claim or the **Policy Excess** shown in **Your Schedule**, whichever is the lower

Endorsement 6 – Racing cover

- 6.1 **We** insure loss of or damage to masts, spars and fittings, sails and standing or running rigging while **You** are **Racing Your Craft**. The most **We** will pay is the amount shown in **Your Schedule** against these items.
- 6.2 **We** will also reimburse **Your** prepaid, unexpired race or regatta entry fees which are not refundable following loss or damage to **Your Craft**. The most **We** will pay in respect of this is £1,000 during any one **Period of Insurance**.

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- 6.3 **We** will deduct the **Excess** or 1% of the hull and machinery **Sum Insured**, whichever is the greater.

Endorsement 7 – Speedboat clause

We will not pay any claim for:

- 7.1 loss, damage, liability or any salvage services while **Your Craft** is **Racing** or taking part in speed tests or trials;
- 7.2 loss or damage to turbojet **Speedboats** unless they are taken out of the water in the normal way and not run **Ashore** under their own power;
- 7.3 loss or damage by fire or explosion if **Your Craft** is fitted with inboard **Machinery** unless **Your Craft** is fitted with:
- 7.3.1 a remote controlled (the controls must be operated from the steering position) or automatic **Fire Extinguishing System** in the engine compartment and if possible the tank space; and
- 7.3.2 manually operated **Fire Extinguishers** and a fire blanket in the galley area.

Endorsement 8 – Water skiers' liability

- 8.1 **We** insure the cost of **Your** legal liabilities to and of anyone being towed on water skis, mono-skis, kneeboards or similar equipment behind **Your Craft**.
- 8.2 The most **We** will pay is the amount shown in **Your Schedule** under the water skiers liability limit.
- 8.3 Cover is excluded for any liability, costs or expenses arising from a claim where more than two people are being towed at any one time and / or from the use of air chairs, air beds, any hydrofoil type devices, bananas or similar multi person devices.

Endorsement 9 – Third Party only insurance

We insure legal liability to **Third Parties** and passengers only as shown in Section 2 – Liability to Third Parties and Passengers

Endorsement 10– Marina benefits

If **Your Craft** is on a marina berth or **Ashore** at its permanent marina **We** will not:

- 10.1 deduct **Your Policy Excess** from any claim under Section 1 – Your Insured Property; or
- 10.2 reduce **Your** no claim bonus for any claim under Section 1 – Your Insured Property

Endorsement 11 – Racing cover (Small craft)

- 11.1 **We** insure loss of or damage to masts, spars and fittings, sails and standing or running rigging while **You** are **Racing Your Craft**.

11.2 **We** will also reimburse **Your** prepaid, unexpired race or regatta entry fees which are not refundable following loss or damage to **Your Craft**. The most **We** will pay in respect of this is £1,000 during any one **Period of Insurance**.

11.3 The **Excess** will apply to these claims.

Endorsement 12 – Personal Water Craft

We will not pay for:

12.1 theft of the **Personal Water Craft** unless both of the following security precautions have been taken:

- i) when the **Personal Water Craft** is at its permanent place of storage it must be kept in a locked building and secured to the trailer by a hardened steel chain or multi-strand stainless steel wire cable which should be fitted with a hardened steel close shackle padlock. The trailer must also be fitted with a **Wheel Clamp**;
- ii) when the **Personal Water Craft** is not at its permanent place of storage it must be securely locked to an appropriate immovable object and secured by a **Wheel Clamp** or securely locked to a road vehicle;

12.2 the first 10% or £500 whichever is the greater for any claim for theft or attempted theft (**Endorsement 1** does not apply to claims for theft);

12.3 loss or damage caused by launching or beaching the **Personal Water Craft** under power;

12.4 loss or damage caused by the ingestion of foreign objects into the jet unit of the **Personal Water Craft**;

12.5 loss, damage, liability or any salvage services while the **Personal Water Craft** is **Racing** or taking part in speed tests or trials;

We will not pay for any claims involving **Your Personal Water Craft**;

12.6 being used in any area from which they are specifically excluded by any local authority;

12.7 towing any inflatable toy that carries more than two people;

12.8 towing air chairs or any hydrofoil type devices;

12.9 being driven by drivers under 21 unless specifically agreed by **Us**;

12.10 engaging in any **Racing**, stunt or white water use.

Endorsement 13 – Racing cover (One third deduction)

13.1 **We** will insure loss of or damage to masts, spars and fittings, sails and standing or running rigging while **You** are **Racing Your Craft**.

13.2 The most **We** will pay is the amount of these items as specified in **Your Schedule**. A deduction of one third will apply to these claims prior to the application of **Your Policy Excess**.

13.3 **We** will also reimburse any prepaid unexpired race or regatta entry fees that are not refundable following loss or damage to **Your Craft**. The most **We** will pay in respect of this is £1,000 during any one **Period of Insurance**.

13.4 Where a deduction is made from the claim according to the provisions of this **Endorsement** and where a deduction would also be applicable according to the provisions of **Endorsement 1 – Excess**. **We** will waive the lower of these deductions.

Endorsement 14 – No claim bonus deleted

The no claims bonus allowance contained within **Your Policy** is deleted and does not apply.

Endorsement 15 - Transit Risk (Craft 9 metres or over in length).

We will pay for loss or damage to **Your Craft** in transit provided that the transit is conducted within the **Transit Area** noted in **Your Schedule** and whilst being transported by the method of transit noted in **Your Schedule**.

Endorsement 16 – Agreed Value

Section 1 – **Your Insured Property** clause 1.18 is deleted and replaced by the following:

1.18 If **Your Craft** is a **Total Loss**:

1.18.1 **We** will pay the lower of:

- i) the **Sum Insured** noted in **Your Schedule**; or
- ii) the most recent value of **Your Craft** contained in professional valuation from an independent qualified Marine Surveyor or qualified Yacht Broker; or;
- iii) the advertised price or agreed sale price if **Your Craft** has been offered or advertised for sale, publically or privately, or has been or is subject to a purchase agreement, within the twelve months prior to being declared a **Total Loss**; or

1.18.2 **We** will provide **You** with a replacement craft, trailer, tender or dinghy as similar in age, type and condition as possible to the item which is the subject of the claim.

Endorsement 17 – Bilge pump condition

You must install and maintain in working order an automatic bilge pump with a float switch within the engine compartment of **Your Craft**. **You** must ensure that there is a means of maintaining power to the battery when **Your Craft** is left unattended for any period of time eg. shore power or a solar panel.

Endorsement 18 – Uninsured owner or operator

18.1 **We** will pay any damages which **You** and/or **Your** passengers are legally entitled to recover as a consequence of any death or bodily injury suffered by **You** or them aboard **Your Craft** from the uninsured or unidentified owner or operator of another craft.

18.2 **We** do not provide cover:

18.2.1 for claims settled without **Our** written consent;

18.2.2 if the uninsured craft is owned by a governmental agency department or unit;

18.2.3 if the uninsured craft is owned or regularly used by **You**, a member of **Your** immediate family or any person insured by this **Policy**;

18.2.4 for **You** using a craft without permission;

18.2.5 when **Your Craft** is being chartered;

18.2.6 where no evidence of physical contact exists between **Your Craft** and an unidentified or uninsured craft.

18.3 Credit must be given for any payment made under this **Endorsement** to or for an insured person whom is also entitled to claim under Section 2 – Liability to Third Parties and Passengers of this **Policy**.

18.4 The most **We** will pay under this **Endorsement** is the amount shown in **Your Schedule** under the Uninsured Owner or Operator Cover Limit. This applies to each incident or series of incidents that are caused by the same event.

Endorsement 19 – Time restriction on single handed sailing

General Exclusion 4.7.5 of **Your Policy** is deleted and replaced by the time restriction shown in **Your Schedule**.

Endorsement 20 - Protected no claims bonus

We will not reduce **Your** no claims bonus unless **You** have two or more claims in any three year period.

Endorsement 21 – War

21.1 General Policy Exclusion 4.4 of **Your Policy** is deleted.

21.2 **You** are insured for loss, damage or liability caused by or happening through:

21.2.1 war, invasion, acts of foreign enemy hostilities (whether war is declared or not), civil war, conflict, commotion, rebellion, revolution, insurrection or military or usurped power;

21.2.2 **Terrorism**;

21.2.3 capture, seizure, arrest, restraint, detention, confiscation or expropriation where **You** have been deprived of **Your Craft** for a continuous period of 12 months and are without the likelihood of recovery;

21.2.4 derelict mines, torpedoes, bombs or other derelict weapons of war.

21.3 **You** are not insured for loss, damage or liability arising:

21.3.1 whilst **Your Craft** is sailing in waters or visiting ports listed under the London Market Exclusions as may be updated from time to time. [These are noted in

the most recent JWLA circular under Bulletins and Circulars on http://www.lmalloyds.com/Web/market_places/marine/JWC/Joint_War.aspx

21.3.2 from the outbreak of war between any of the following:

- i) United States of America;
- ii) **United Kingdom**;
- iii) France;
- iv) The Russian Federation;
- v) The People's Republic of China;

21.3.3 from any detonation of any weapon of war employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter;

21.3.4 from the capture, seizure, arrest, restraint, detainment, confiscation or expropriation by or under the authority of the government or any public authority of the country in which **Your Craft** is owned or registered;

21.3.5 from the arrest, restraint, detainment, confiscation or expropriation under quarantine regulations or by reason of infringement of any customs or trading regulations;

21.3.6 from the operation of any ordinary judicial process, failure to provide security or to pay any fine or penalty or any financial cause.

21.4 Conditions applicable to this cover

21.4.1 Before sailing in territorial waters of any foreign country **You** must visit the website http://www.lmalloyds.com/Web/market_places/marine/JWC/Joint_War.aspx and scroll down to Bulletins and Circulars and read the most recent JWLA circular. If **You** travel to the named countries sail within their waters as defined or visit the named ports as defined then all cover under **Your Policy** in respect of war risks will be inoperative.

21.4.2 The cover provided under this **Endorsement** may be cancelled by either **You** or **Us** by giving 7 days' notice of cancellation. The cancellation becomes effective on the expiry of 7 days from midnight of the day on which notice of cancellation is issued by or to **Us**. Notice by **Us** shall be by registered post to **Your** last known address and notice by **You** should be by registered post to **Your Insurance Adviser**.

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

- i) hostile detonation of any weapon of war between any of the countries noted in the exclusion above, anywhere in the world;
- ii) the outbreak of war between any of the countries noted in the exclusion above;
- iii) the requisition of **Your Craft** either for title or use.

Endorsement 22 – Skipper charter

It is agreed that **Your Craft** may be used for chartering providing that either the owner or the owner's skipper is on board and in charge at all times while **Your Craft** is underway. The cover under this **Endorsement** is subject to all necessary and relevant licences and certificates being in force prior to and during any charter. If such licenses and certificates are not in force then all cover under **Your Policy** will be inoperative.

Endorsement 23 – Fare paying passenger liability

It is agreed that fare paying passengers are carried on board **Your Craft** and that exclusion 2.1.2 under Section 2 – Liability to Third Parties and Passengers is deleted. The number of fare paying passengers should not exceed the number shown in **Your Schedule**. The cover under this **Endorsement** is subject to all necessary and relevant licences and certificates being in force prior to and during any carriage of fare paying passengers. If such licences and certificates are not in force or the number of passengers exceeds that shown in **Your Schedule** then all cover under **Your Policy** will be inoperative.

Endorsement 24 – Houseboat

It is agreed that **Your Craft** is used as a **Houseboat** and that General Policy Exclusion 4.7.3 is deleted.

Endorsement 25 – Length restriction on single handed sailing

General Policy Exclusion 4.7.6 is deleted.

Endorsement 26 – Dive Craft

26.1 The insurance provided by Section 2 – Liability to Third Parties and Passengers, of **Your Policy** is extended to include the liability of the person helming **Your Craft** to divers in the water.

This cover is only operative if the person helming **Your Craft** holds a valid Boat Handling Certificate authorised by **Your** Diving Association or the R.Y.A. or has at least 50 hours proven experience of handling a craft equal to that insured within the terms and conditions of this insurance together with proven proficiency with regard to first aid eg. A certificate or signed log book showing completion of a first aid course.

26.2 The insurance provided by Section 2 – Liability to third Parties and Passengers, of **Your Policy** is extended to include liability arising from the carrying and use of therapeutic oxygen resuscitation equipment that **You** own, while it is on **Your Craft**.

We will not pay any claims for liability that arise from:

- i. failure to administer therapeutic oxygen; or
- ii. the person administering therapeutic oxygen not holding a valid certificate proving he or she is fully qualified to administer therapeutic oxygen; or
- iii. therapeutic oxygen resuscitation equipment not being certified as tested and maintained in good working order, and / or as required by statute.

26.3 The insurance provided by Section 2 – Liability to Third Parties and Passengers, of **Your Policy** covers each member of the club and / or association as if separate cover had been provided to each individual member.

Our liability will not be more than the amount shown in **Your Policy Schedule** under the Third Party Indemnity Limit.

26.4 The insurance provided by Section 2 – Liability to Third Parties and Passengers of **Your Policy** is extended to include liability arising from the negligent instruction or tuition of a pupil on a boat handling course.

This extension only applies if the instruction or tuition is given voluntarily.

All the recommendations of **Your** Diving Association or the R.Y.A. for the manning of craft must be complied with.

26.5 General Policy Exclusion 4.7.2 is deleted and replaced by the following:

4.7.2 for anything except **Your** own private pleasure and / or diving club activities and / or boat handling courses recognised by **Your** Diving Association or the R.Y.A.

Underwritten by 's Syndicate 4444 managed by Canopius Managing Agents Limited.

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