

your  
policy



# welcome

## Dear Boat Owner

It is my pleasure to enclose your insurance policy.

I am delighted that you have chosen Beazley to insure your boat. As one of the largest insurers at Lloyd's of London, we have a wealth of experience in meeting the needs of boat owners around the world.

Beazley plc, is the parent company of specialist insurance businesses with operations in Europe, the US, the Middle East, Asia and Australia. Beazley manages five Lloyd's syndicates.

Beazley syndicates 2623 & 623 underwrite this yacht owners' policy. All Lloyd's syndicates are rated 'A' by A.M. Best who credit rate the insurance industry. Working closely with high calibre insurance brokers, Beazley seek to deliver exceptional underwriting and claims service.

Please read this policy together with the accompanying schedule and any endorsements carefully, to ensure that the cover meets your requirements. If you find that you have any questions or queries, please do not hesitate to contact your broker who will be happy to assist.

Thank you for insuring with Beazley.

Yours sincerely,



## Clive Washbourn

Head of Marine  
Beazley Group

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# key contacts

## Claim helpline

James Pooley  
Marine Claims  
Manager  
Direct Dial: +44 (0)20  
7674 7432  
Email:  
yachtclaims@beazley.  
com

If you require urgent assistance outside of office hours please call 0208 502 6999. This number will be available between the hours of 5pm and 10pm on weekdays and between 8am and 10pm on weekends. Out of these hours there is a voicemail facility which is monitored regularly.

## Beazley head office

Plantation Place  
60 Great Tower Street  
London  
EC3R 5AD  
Switchboard Tel: +44 (0)20 7674 7000  
Fax: +44 (0)20 7674 7103

# How to make a Claim

*In the event of any happening or event likely to give rise to a claim under this **Policy** immediate notice must be given, in writing, with full particulars to the broker named in the **Schedule**, or to:*

## Beazley Marine Claims Contact Details

James Pooley  
Marine Claims Manager  
Direct Dial: +44 (0)20 7674 7432  
Email: yachtclaims@beazley.com

If **You** require urgent assistance outside of office hours please call 0208 502 6999. This number is available between the hours of 5pm and 10pm on weekdays and between 8am and 10pm on weekends. Out of these hours there is a voicemail facility which is monitored regularly.

Address: Beazley Group, Plantation Place, 60 Great Tower Street, London, EC3R 5AD.  
Main Switchboard Tel: +44 (0)20 7674 7000 / Fax: +44 (0)20 7674 7103

## Claims Payments

All claims are payable by **Insurers** from London to **Your** UK bank account.

## Claims Procedure

**We** shall not be liable to pay any claim under this **Policy** unless **You** comply with the following conditions:

The **Assured** must act prudently and as if uninsured, at all times, to minimise loss and/or damage to the insured **Vessel or Craft** and to protect any recovery rights that are available. Failure by the **Assured** to act in accordance with these conditions may prejudice the claim being made under the **Policy**.

The **Assured** must then take the following steps:

- 1) ensure that **Insurers** are informed about the event as soon as reasonably possible but in any event within 7 working days from discovery including the submission of all written particulars, supporting documentation and correspondence regarding the event including invoices, statements or other documents evidencing the amount being claimed and that the **Assured** does not admit any liability, or offer or promise payment without written consent of **Insurers**
- 2) take reasonable measures to safeguard or recover the insured **Vessel or Craft**, avoid or minimise any loss, damage or expense to the insured **Vessel or Craft**. **Insurers** will pay the costs of such measures provided that they are both reasonable and necessary
- 3) properly preserve and exercise all rights against third parties, specifically
  - a) do not release those parties from liability
  - b) inform the police as soon as possible after a theft has occurred
  - c) in the event of a **Salvage** payment arising under this **Policy**, consult **Insurers** or **Insurers'** nominated settling agent before signing any **Salvage** agreement.

## Fraudulent Claims

If any claim is fraudulent or false or intentionally exaggerated (whether ultimately material or not) in any respect, **Insurers** may refuse to pay the whole or part of the claim to the extent permitted by law, and also may be entitled to invalidate or cancel the **Policy**.

## Recovery Rights

When **Insurers** settle a claim, they may pursue recovery rights against a third party who caused the loss or damage. The **Assured** agree that:

- a) **Insurers** may act in the **Assured's** name in such recovery action;
- b) the **Assured** will give **Insurers** reasonable and prompt assistance with such actions; and
- c) **Insurers** retain full discretion in the conduct of any legal proceedings or in settlement of any claim.

## Waiver

Measures taken by the **Assured** or **Insurers** with the object of saving, protecting or recovering the insured **Vessel** or **Craft** shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

## Waiver of Rights

Where another person(s) is liable to compensate the **Assured** for any loss or damage covered by this **Policy** but the **Assured** have previously agreed not to seek recovery from that person(s), then **Insurers** will reduce their liability under the **Policy** contract.

# Policy wording

## Introduction

This **Policy** has been specially arranged between the **Assured** and the **Insurers** whose name and address appears elsewhere within this **Policy**.

The **Policy** is a legally binding contract between the **Assured** and the **Insurers** and comprises in its entirety;

- a. this **Policy** wording
- b. the **Schedule** to this **Policy**
- c. any **Endorsement** and or other written amendment to the **Policy** wording or to the **Schedule**, issued by or on behalf of the **Insurers**

## Definitions

In this **Policy** words shown in **bold** have special meanings. They have the same meanings wherever they appear. These words are:

<b>Actual Total Loss</b>	Means a loss where the insured <b>Vessel</b> or <b>Craft</b> is completely destroyed or irretrievably lost.
<b>Agreed Value</b>	This is the total sum insured shown in the <b>Schedule</b> , which represents the value of the insured <b>Vessel or Craft</b> as declared by <b>You</b> and agreed by <b>Us</b> .
<b>All Risks</b>	An <b>All Risks</b> policy covers damage due to some fortuitous circumstance or casualty, that is to say, an event occurring by accident or chance. These words should not be understood to cover all damage howsoever caused. Such damage as is inevitable from ordinary wear and tear and inevitable depreciation is not covered within the <b>Policy</b> .
<b>Assured/You/Your</b>	Means the individual (s) or company (ies) named in the <b>Schedule</b> , whose liability and property are covered by this <b>Policy</b> .
<b>Bodily Injury</b>	Sudden and accidental physical injury, excluding any sickness, disease or degenerative medical process
<b>Constructive Total Loss</b>	A claim for <b>Constructive Total Loss</b> shall be recoverable when the cost of recovery and/or repair of the insured <b>Vessel</b> or <b>Craft</b> exceeds the insured value following an insured loss under the <b>Policy</b> .
<b>Consumable Stores</b>	Items such as food, drink, lubricants, fuel, paint and boiler water that are used up in the operation of the insured <b>Vessel</b> or <b>Craft</b>
<b>Cruising Area</b>	Means the area permitted for navigation of the insured <b>Vessel</b> or <b>Craft</b> whilst <b>In Commission</b> as stated in the <b>Schedule</b> .
<b>Deductible or Excess</b>	Means the sum shown in the <b>Schedule</b> , this <b>Policy</b> , or an <b>Endorsement</b> to this <b>Policy</b> (if any) which any loss or claim must exceed before <b>Insurers</b> will be liable under this <b>Policy</b> and which <b>Insurers</b> will not be liable to pay in respect of each loss. The amount of the <b>Deductible</b> or <b>Excess</b> will be deducted from each and every loss, where applicable.

Where a **Deductible** or **Excess** is expressed as:

- A specified sum – it means the amount specified
- A percentage – it means the monetary equivalent of such percentage of each loss,

provided that, where a claim is made in respect of more than one occurrence, the **Deductible** or **Excess** will apply as though a claim was made for each individual occurrence.



<b>Electronic Navigational Equipment</b>	Means a device used on the insured <b>Vessel or Craft</b> that integrates GPS data with an electronic navigational chart to assist <b>You</b> to plot and follow a course, and / or electronic self steering gear that maintains a chosen course without constant human action.
<b>Endorsement</b>	A change to the <b>Policy</b> agreed by <b>Us</b> in writing.
<b>Fishing Gear</b>	Supplies and equipment used for and/or in relation to fishing
<b>Houseboat Use</b>	Means the permanent occupation of the insured <b>Vessel or Craft</b> as a dwelling place for a period in excess of thirty consecutive days during the <b>Period of Insurance</b> , unless the insured <b>Vessel or Craft</b> is cruising.
<b>Insurers/We/Us/Our</b>	Means Beazley Marine UK acting for and on behalf of Beazley Syndicate 2623/623 at Lloyd's of London.
<b>In Commission</b>	Means the period when the insured <b>Vessel or Craft</b> is prepared and ready for the <b>Assured's</b> immediate use.
<b>Laid up Out of Commission</b>	Means the agreed period stated in the <b>Schedule</b> when the insured <b>Vessel or Craft</b> is not prepared for immediate use by the <b>Assured</b> .
<b>Latent Defect</b>	A defect which is not discoverable by the exercise of reasonable care.
<b>Limits</b>	This is the maximum extent of <b>Insurers'</b> liability for any one accident or loss.
<b>Loss of Limbs</b>	Loss by physical separation at or above the wrist or ankle or the total and permanent loss of use of one, or more than one entire hand, arm, leg or foot.
<b>Malicious Code</b>	A virus, Trojan horse, worm or any other similar software program, code or script intentionally designed to insert itself into computer memory or onto a computer disk and spread itself from one computer to another.
<b>Period of Insurance</b>	As stated in the <b>Schedule</b> . Cover will not attach prior to the beginning of the period stated and will cease at the end of the period.
<b>Permanent Total Disablement</b>	Disablement lasting for 52 consecutive weeks and will in all probability prevent a person from engaging in their usual occupation and where there is no prospect of recovery.
<b>Personal Effects</b>	Includes items of clothing and articles of a personal nature which are kept or used on board the insured <b>Vessel or Craft</b> that are not normally sold with the insured <b>Vessel or Craft</b> .
<b>Policy</b>	Means this <b>Policy</b> wording, the current <b>Schedule</b> and any <b>Endorsement</b> , all of which are to be read together and any word or expression to which a specific meaning has been attached in any part of the <b>Policy</b> or the <b>Schedule</b> shall bear the same meaning wherever it may appear. In the event of any ambiguity between the <b>Policy</b> and the <b>Schedule</b> , the <b>Schedule</b> shall take precedence.
<b>Premium</b>	Means the <b>Premium</b> specified in the <b>Schedule</b> or, any <b>Endorsement Premium</b> .

<b>Racing</b>	Means any organised yacht <b>Racing</b> event held under the auspices of a sailing club, a class association, the Royal Yachting Association or similar body. The insured <b>Vessel or Craft</b> is said to be <b>Racing</b> from the moment of the preparatory signal and continues until such time as the insured <b>Vessel or Craft</b> crosses the finishing line or signals retirement from the race.
<b>Renewal Premium</b>	The <b>Premium</b> paid when renewing this <b>Policy</b> to cover a subsequent <b>Period of Insurance</b> .
<b>Salvage</b>	A <b>Salvage</b> is an act or activity undertaken to assist a <b>Vessel or Craft</b> or property in danger, where that <b>Vessel or Craft</b> or property is in water.
<b>Schedule</b>	The document showing <b>Your</b> name, <b>Your</b> , address, and <b>Your</b> insurance details that <b>We</b> sent to <b>You</b> when <b>We</b> accepted this insurance, or following any subsequent amendment to <b>Your</b> cover, whichever is more recent.
<b>Unattended</b>	Means with no one authorised by the <b>Assured</b> keeping the insured <b>Vessel or Craft</b> , or any trailer onto which it has been loaded, under observation and able to observe any attempt to interfere with it with a reasonable prospect of preventing any authorised interference.
<b>Unauthorised Access or Use</b>	The gaining of access to or use of <b>Electronic Navigational Equipment</b> by an unauthorised person or persons or the use of <b>Electronic Navigational Equipment</b> in an unauthorised manner.
<b>Vessel or Craft</b>	Means the hull, machinery, furniture, fittings, gear and equipment such as would normally be sold with the insured <b>Vessel or Craft</b> if it were to change hands. This includes any dinghies or tenders, permanently marked with the name or number of the insured <b>Vessel or Craft</b> , and any outboard motors for tenders or dinghies, up to a value of GBP 2,500.00 unless specified separately in the Schedule. It also includes additional equipment or trailer(s) whose sum insured is specified separately in the <b>Schedule</b> . For the purposes of this definition, the insured <b>Vessel or Craft</b> shall be deemed to include any part or parts of the insured <b>Vessel or Craft</b> .
<b>War</b>	Means international war; civil war, revolution or rebellion; and any act of hostility by a Nation State or State against another.
<b>Water Toys</b>	Means hydrosleds, ringoes, biscuit tubes and bananas. Maximum of one <b>Water Toy</b> and one rider at any one time.

## Your obligations

If **You** do not comply with **Your** obligations, **We** may be discharged from liability under this **Policy**. This means that **You** may not be covered for any loss. If **You** fail to comply with the following obligations, **Insurers** have the option of invalidating this **Policy** from its inception. That means **We** are entitled to treat this **Policy** as if it had never existed, and **You** might be obliged to pay back monies paid out in respect of claims made hereunder. The obligations are as follows;

- a) The insured **Vessel** or **Craft** must be used for private and pleasure purposes only and not let out for hire and reward or used for any other commercial purposes
- b) The insured **Vessel** or **Craft** must be used for lawful purposes only.
- c) Permanent moorings must be inspected on a regular basis (at least once a year) and maintained in good order.
- d) An insured **Vessel** or **Craft** under 17 feet length overall shall be hauled ashore at all times when not in use.
- e) Road trailers must be immobilised when left **Unattended**.
- f) The outboard Motor(s) shall be fitted with a recognised anti-theft device in addition to the normal method of attachment to the vessel its dinghies and or tenders, and a record of the outboard motor's serial number shall be kept.
- g) **You** must exercise due care and diligence in safeguarding the insured **Vessel** or **Craft** at all times.
- h) If bottled gas is used the insured **Vessel** or **Craft** shall be fitted with copper or flexible tubing to B.S.3212
- i) Whilst the insured **Vessel** or **Craft** is underway the **Assured** or other competent person must be on board and in charge of the insured **Vessel** or **Craft** at all times.
- j) The insured **Vessel** or **Craft** shall not be used for **Houseboat Use**.
- k) The insured **Vessel** or **Craft** must be maintained and kept in a seaworthy condition and all mandatory safety requirements and manufacturer's recommended practices as stated in the Owner's Manual, shall be complied with.

## A) The Cover provided for the Vessel

### Whilst In Commission and or Laid up Out of Commission

The insured **Vessel** or **Craft** is covered subject to the provisions of this **Policy**:

- a) whilst **In Commission** at sea or on inland navigable waters or in port, docks, marinas, on ways, gridirons, pontoons or on the hard or mud or at place of storage ashore, including lifting or hauling out and launching, with permission to sail or navigate with or without pilots, to go on trial trips and to assist and to tow vessels or craft in distress, or as is customary, but it is a condition that any insured **Vessel** or **Craft** specified in the **Schedule** shall not be towed, except as is customary or when in need of assistance, or undertake towage or **Salvage** services under a contract.
- b) while **Laid up Out of Commission**, including lifting or hauling out and launching, while being moved in a shipyard or marina, dismantling, fitting out, overhauling, normal maintenance, while undergoing temporary repairs, or while under survey, (also to include docking or undocking and periods **Laid up Out of Commission** afloat incidental to laying up or fitting out and with leave to shift in tow or otherwise to or from the lay-up berth but not outside the limits of the port or place in which the insured **Vessel** or **Craft** is **Laid up Out of Commission**) but excluding, unless notice be given to **Insurers** and any additional **Premium** required by them agreed, any period for which the insured **Vessel** or **Craft** is used for **Houseboat Use** or is under major repair or undergoing alteration

Notwithstanding the above, gear and equipment, including outboard motors, shall remain covered subject to the provisions of this **Policy** while in a place of storage or repair ashore.

Whilst **In Commission** the insured **Vessel** or **Craft** is covered whilst sailing, cruising or towing water skiers, wake-boarders, knee-boarders or **Water Toys** as is customary subject to the conditions herein. Also with permission to race as is customary but excluding **Racing** of powered **Vessels** or **Craft** with a designed speed exceeding 17 knots.

#### "All Risks" Clauses

This **Policy** covers **All Risks** of physical and accidental **Actual Total Loss** or **Constructive Total Loss** of or damage to the insured **Vessel** or **Craft** described in the **Schedule**.

#### Exclusions

**Insurers** shall not be liable to pay any claims made in respect of –

- a) loss or damage arising through or consequent upon loss of use, wear and tear and natural decay
- b) loss of or damage to any **Consumable Stores**, **Fishing Gear** or moorings
- c) repairing or replacing any defective part or parts condemned solely in consequence of a **Latent Defect** or error in design or construction
- d) sails and protective covers split by the wind or blown away while set, unless in consequence of damage to the spars to which sails are bent, or occasioned by the insured **Vessel** or **Craft** being stranded or in collision or contact with any external substance (ice included) other than water
- e) theft of any gear, equipment, and machinery unless:-
  - i) such items are permanent fixtures to the craft and are forcibly removed, or

- ii) all loose items are stored below decks in locked cabins or in secure lockers on board the insured **Vessel** or **Craft** or in a locked place of storage ashore, or
- iii) stolen with the insured **Vessel** or **Craft**
- f) electrical or mechanical breakdown, failure or derangement unless caused by fire or explosion or the insured **Vessel** or **Craft** being sunk, stranded or coming into contact with any external substance (other than water) or being immersed as a result of heavy weather
- g) the amount of any **Excess** or **Deductible** stated in the **Schedule**
- h) unrepaired damage in the event of a subsequent **Actual Total Loss** or **Constructive Total Loss** sustained during the **Period of Insurance**

## B) The Cover provided for liability to Third Parties including Passengers carried aboard the insured Vessel

This **Policy** covers:

- a) Any sum or sums in respect of any liability, claim, demand or damages and/or expenses which by reason of their interest in the insured **Vessel** or **Craft** the **Assured** shall become liable to pay and shall pay in respect of:
  - i) accidental **Bodily Injury** (fatal or otherwise) to any person
  - ii) accidental damage to any other vessel or property (other than that being carried by the insured **Vessel** or **Craft** and the personal effects of the skipper and the crew)
- b) Liability of the **Assured** for the cost of any attempted or actual raising of the insured **Vessel** or **Craft** or removing the wreck of the insured **Vessel** or **Craft** or cargo thereon by virtue of the powers enjoyed by the port or harbour or like authority exercising jurisdiction over such raising or removal, or any neglect or failure to remove or destroy same.
- c) All expenses, after deduction of the proceeds of **Salvage**, incurred in removing the wreck of the insured **Vessel** or **Craft** from any place owned, leased, or occupied by the **Assured**.
- d) Legal costs incurred by the **Assured** or which the **Assured** is compelled to pay, and shall pay, provided **Insurers** prior written consent is obtained, in respect of:
  - i) contesting or limiting liability
  - ii) representation at any Coroner's inquest or fatal accident enquiry or at any Court of Summary Jurisdiction.

Provided that the liability of **Insurers** under this section for all compensation payable to any claimant or any number of claimants in respect of or arising out of any one occurrence or in respect of or arising out of all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the **Limits** specified in the **Schedule**.

## Exclusions

**Insurers** shall not be liable to pay any claims made in respect of –

- a) liability to any person employed in any capacity whatsoever by the **Assured** in connection with the **Vessel** or **Craft**
- b) liability assumed by the **Assured** by agreement unless such liability would have attached to the **Assured** in the absence of such agreement
- c) liability assumed by the **Assured** by agreement unless such agreement is a towage contract normal in the port or at the place for the type of towage involved
- d) fines or punitive damages
- e) liability to or incurred by any person engaged in a sport or activity, other than water skiing, knee-boarding, wakeboarding or using **Water Toys**, while being towed by the vessel or preparing to be towed or after being towed until safely on board or ashore

## Other Persons Navigating the insured Vessel with the permission of the **Assured**

The expression "the **Assured**" shall include any person(s) navigating or in charge of the insured **Vessel** or **Craft** (or any person(s) water-skiing in tow of the insured **Vessel** or **Craft**) with the **Assured's** permission provided that such authorised person is using the insured **Vessel** or **Craft** in compliance with **Policy** conditions. Cover will not be provided:

- a) where any compensation is claimed from such person(s) by the **Assured** named in the **Policy**
- b) where any compensation is claimed by such persons if **Insurers** shall discharge their liability to the **Assured** named in the **Policy**
- c) where any compensation is claimed by such person if operating as (or employed by the operator) a shipyard, repair yard, slipway, yacht club, marina sales agency or the like

## C) The Cover provided for Legal Fees

### Legal Fees

**Insurers** will pay all legal fees, charges and expenses incurred by or recoverable from the **Assured** arising from or in and about the defence of a claim under this **Policy** when such charges and expenses have been agreed with the prior consent of the **Insurers** in writing.

## D) Personal Effects

**Insurers** automatically cover GBP 2,000.00 of **Personal Effects** belonging to **You** and **Your** immediate family against **All Risks** of physical loss or damage while:

- a. on board the insured **Vessel** or **Craft**
- b. while the **Personal Effects** are being used in conjunction with the insured **Vessel** or **Craft**

- c. while in transit between **Your** place of residence and the insured **Vessel or Craft**

**We** will cover an item that has a replacement value in excess of GBP 750.00 or equivalent if specifically agreed by US in writing and listed, together with the sum for which it is insured, in the **Schedule**.

#### Exclusions

**Insurers** shall not be liable to pay any claims made in respect of –

Jewellery, specie, antiques, works of art, china, glass, **Consumable Stores**, documents, valuable securities, negotiable instruments, watches, furs, gold, platinum, silver, ornaments, spectacles, contact lenses, cameras, pedal cycles, sports equipment, travellers' cheques, currency, cash, debit/credit cards, or any other single item with a replacement value in excess of GBP 750.00 or equivalent unless itemised and agreed with **Insurers**.

**Insurers** shall not be liable under this section to pay any claims made in respect of loss of or damage to **Personal Effects** where the loss results from:-

- a. damp, mould, mildew, vermin or moth
- b. humidity, condensation, "sweating" or moisture
- c. wear, tear, depreciation or gradual deterioration
- d. sunlight, light, heat, ultra-violet, infra-red or any other electro-magnetic radiation of any sort
- e. theft unless:-
  - i) there is clear evidence of forced entry to or exit from the insured **Vessel or Craft**
  - ii) stolen with the insured **Vessel or Craft**

## E) Personal Accident & Medical Expenses

This **Policy** covers **Bodily Injury** or death to the **Assured** or to any person on board the insured **Vessel or Craft** with the **Assured's** permission including while getting on or off it.

**We** will pay the following benefits:

- a. Death GBP 20,000
- b. **Loss of Limbs** (one or more) GBP 20,000
- c. Total Loss of Sight in one or both eyes GBP 20,000
- d. **Permanent Total Disablement** GBP 20,000

In the event of a claim the **Insurers** may require the claimant or the person on whose behalf the claim is being made to agree to a medical examination by **Insurer's** appointed medical experts.

**We** will pay no more than a total of GBP 150,000.00 of such benefits for the whole of the **Period of Insurance**.

#### Exclusions

This section does not cover **Bodily Injury**, death or **Disablement** that arises :-

- a. 12 months or more from the date of the accident
- b. from any pre-existing illness or injury
- c. from pregnancy
- d. from accidents occurring while the insured **Vessel or Craft** is used for any purpose other than private pleasure
- e. from suicide or attempted suicide or wilful exposure to danger (except in an attempt to save human life)
- f. while under the influence of alcohol or drugs other than drugs taken for a medical condition
- g. **Bodily Injury** or death to any person aged 75 years or over at the time of the accident
- h. while water skiing, knee-boarding, wake-boarding or using **Water Toys**.

## Medical Expenses

The **Insurer** will pay necessary medical expenses incurred, for treatment of **Bodily Injury** following an accident when boarding, on board, or leaving the insured **Vessel or Craft**. The maximum amount payable for any one incident is GBP 1,000.00 provided the medical expenses are incurred within 12 months of the date of the occurrence.

In the event of a claim the **Insurers** may require the claimant or the person on whose behalf the claim is being made to agree to a medical examination by **Insurer's** appointed medical experts.

## F) Additional Clauses

### No Claims Discount

In the event of no claims arising under this **Policy**, the same having been in force for 12 consecutive months the **Renewal Premium** will be discounted as follows:-

If no claim arising in respect of	1 year	5%
	2 consecutive years	10%
	3 consecutive years	15%
	4 consecutive years	20%
	5 or more consecutive years	25%

Provided always that the discount is only payable if the insurance is renewed and remains in force for a further period of 12 months and on the understanding that this privilege shall not imply any obligation on the **Insurers** or the **Assured** to renew.

### Protected No Claims Discount

In the event of **You** making a claim against this **Policy**, if **You** have had no claim for 5 or more consecutive years prior to this and are benefitting from the maximum no claims discount of 25%, **You** will continue to benefit from that same discount at the next renewal provided:

- a. **You** agree to renew this **Policy** for a further period of 12 months



- b. No more than one claim has been made by **You** during the current **Period of Insurance**

If a further claim is made during the subsequent **Period of Insurance** then this protection shall cease and all protected no claims discount no longer apply.

This privilege shall not imply any obligation on the **Insurers** to renew.

## Constructive Total Loss Caused by Loss of Use

In the event that the insured **Vessel** or **Craft** shall have been the subject of capture seizure arrest restraint detainment confiscation or expropriation, and the **Assured** shall thereby have lost the free use and disposal of the **Vessel** or **Craft** for a continuous period of 12 months then for the purpose of ascertaining whether the **Vessel** or **Craft** is a **Constructive Total Loss** the **Assured** shall be deemed to have been deprived of the possession of the **Vessel** or **Craft** without any likelihood of recovery.

## Cyber

Insurers will cover loss damage liability or expense directly caused by **Malicious Code** or **Unauthorised Access or Use** to the insured **Vessel or Craft's Electronic Navigational Equipment**.

## Expense of checking the hull after a stranding

**Insurers** will pay for the expense of checking the hull below the waterline after a stranding, if reasonably incurred specifically for that purpose, even if no damage be found.

## Marina Benefits

If at the time of the loss or damage to the insured **Vessel or Craft**, the insured **Vessel or Craft** was berthed on a pontoon in the marina specified in the **Schedule** or stored ashore in the marina specified in the **Schedule**, then:

- a. the excess specified in the **Schedule** shall not be deducted
- b. any no claims bonus shall not be affected at renewal

The benefits of this clause are withdrawn if any further claims occur during the **Period of Insurance**.

## Pollution Liability

This **Policy** covers **Bodily Injury** and or death and or damage to any property through seepage and pollution from the insured **Vessel** or **Craft** provided that the Assured establishes:

- a) The occurrence was accidental and was neither expected nor intended by the **Assured**. An accident shall not be considered unintended or unexpected unless caused by some intervening event neither expected nor intended by the **Assured**
- b) The occurrence can be identified as commencing at a specific time and date during the term of this **Policy**
- c) The occurrence became known to the **Assured** within 72 hours after its commencement and was reported within 90 days thereafter
- d) The occurrence did not result from the **Assured's** intentional and wilful violation of any government statute, rule or regulation

**Exclusions**

- a) Fines, penalties, punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of compensatory damages.

**Racing Risks (Sailing Vessels)**

Subject to **Us** being made aware of the insured **Vessel or Craft** being engaged in competitive racing, and subject always to the conditions and exclusions contained elsewhere in this **Policy**, it is agreed that when the insured **Vessel or Craft** is engaged in organised competitive **Racing** the maximum sum recoverable for loss of or damage to mast(s), spars, sails whilst set and all standing and running rigging shall not exceed 50% of the **Agreed Value** of the Hull, Machinery & Equipment as declared and stated in the **Schedule**, subject only to the deduction of a fair and reasonable allowance in respect of new material(s) replacing old and the excess stated in the **Schedule**.

This is unless such loss of or damage is caused by the insured **Vessel or Craft** being stranded, sunk, burnt, on fire, in collision or contact with any external substance (ice included) other than water. In such circumstances the cost of repair or replacement shall be paid in full subject only to the deduction of a fair and reasonable allowance in respect of new material(s) replacing old and the excess stated in the **Schedule**.

**Speedboat Clauses**

Where the actual maximum design speed of the insured **Vessel or Craft** under engine power is greater than 17 knots then;

- a. the insured **Vessel or Craft** shall not be used for hi-kiting, **Racing**, speed tests or trials in connection therewith nor used in connection with a water-ski club
- b. the **Assured** or other competent person shall be on board and in control when under way
- c. if the insured **Vessel or Craft** has inboard machinery then it is a further condition that such **Vessel or Craft** be fitted in the engine space tank space and galley with a fire extinguishing system automatically operated or having remotely operated controls at the steering position and that the system is properly installed and maintained in sound working order. Notwithstanding the foregoing, non-compliance with this condition shall not prejudice claims hereunder other than claims in respect of fire, explosion or smoke originating from an onboard source
- d. where the insured **Vessel or Craft** is fitted with a kill cord device specifically designed to stop the engine(s) automatically when the helmsman moves away from the controls, **We** will not pay any loss, damage or liabilities arising from the kill cord device being inoperative, unused, or used incorrectly.

**Exclusions**

- a. loss or damage to a jet drive or jet propulsion unit, as a result of ingestion of an underwater or floating object
- b. no claim shall be allowed in respect of rudder strut shaft or propeller for any loss or damage caused by contact other than with an underwater or floating object, another vessel, pier or jetty

## Transit Clause

This **Policy** is extended to cover the transit of an insured **Vessel** or **Craft** up to 30 feet in length by road, rail, car-ferry or air, including loading and unloading from the conveyance.

### Exclusions

No claim shall be allowed in respect of:-

- a. liability to third parties arising from any accident while the insured **Vessel** or **Craft** is being towed by or is attached to a motor vehicle or has broken away or become accidentally detached from a motor vehicle

**We** are able to provide cover for vessels greater than 30 feet by way of a separate policy.

## General Exclusions applicable to all Sections

### Contracts (Rights of Third Parties) Act 1999 Exclusion Clause

Neither this **Policy** nor any document issued pursuant to this **Policy** shall confer any benefits on any third parties.

No third party may enforce any term of this **Policy** or of any provision contained in any document issued under this **Policy**. The Contracts (Rights of Third Parties) Act 1999 is hereby expressly excluded from this **Policy**, including the **Schedule** or any other document issued pursuant thereto.

This clause shall not affect the rights of the **Assured** (as assignee or otherwise) or the rights of any loss payee.

### Divers Clause

Any liability to or incurred by any person engaged in diving and or any loss of or damage to diving equipment during and/or as a result of diving operations from the moment of going overboard and until such time as the diver is safely back on board the insured **Vessel** or **Craft** is **Excluded**.

### Fishing Gear

Loss of or damage to **Fishing Gear** and equipment during and as a result of any fishing operations is **Excluded**

### Food and Drink

All liability arising out of the sale or provision of any food and/or drink is **Excluded**

### Outboard Motor Theft Exclusion Clause

Theft of any outboard motor is **Excluded** unless at the time of the theft it is either

- a. securely fastened to the insured **Vessel** or **Craft** and locked by an anti-theft device in addition to its normal method of attachment, **OR**
- b. locked in a secure compartment onboard the insured **Vessel** or **Craft** or in a locked building ashore and there is evidence of forcible and violent entry or exit.

### Radioactive Contamination, Chemical, Biological, Bio-chemical, Electromagnetic Weapons Clause

#### Exclusions

Loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

- a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

- 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

## Single Handed Operation of Sailing Vessels over 30 Feet in Length

Single handed operation of sailing **Vessels** or **Craft** over 30 feet in length is **Excluded** unless the insured **Vessel** or **Craft** is fitted with adequate self-steering equipment and such equipment is maintained and kept in working order in accordance with manufacturer's instructions.

## Trailers

Theft of any trailer and/or insured **Vessel** or **Craft** on any trailer is **Excluded** unless the insured **Vessel** or **Craft** is securely fixed to the trailer and the trailer is immobilised or securely locked by an anti-theft device whilst left **Unattended**.

## War Exclusions

### Exclusions

Loss damage liability or expense arising from

- a. any detonation of any weapon of **War** employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, hereinafter called a nuclear weapon of war
- b. the outbreak of **War** (whether there be a declaration of **War** or not) between any of the following countries:
  - a. United Kingdom, United States of America, France, The Russian Federation and the People's Republic of China
- c. requisition or pre-emption
- d. capture seizure arrest restraint detainment confiscation or expropriation by or under the order of the government or any public or local authority of the country in which the vessel is owned or registered
- e. arrest restraint detainment confiscation or expropriation under quarantine regulations or by reason of infringement of any customs or trading regulations
- f. the operation of ordinary judicial process, failure to provide security or to pay any fine or penalty or any financial cause
- g. piracy

## General Conditions

### Information you must tell us

In deciding to accept this insurance and in setting the terms and **Premium**, **We** have relied on the information **You** have given us. **You** must take reasonable care to provide complete and accurate answers to the questions we ask when you take out and make changes to your **Policy**.

### Careless misrepresentation in the context of a claim

If, on presentation of a claim, **We** obtain evidence which suggests that **You** failed to take reasonable care to verify the information **You** have provided and **We** have relied upon in accepting this insurance and setting the terms and **Premium** of this insurance **We** may:

- a. treat this insurance as if it never existed and refuse to pay all claims and return the **Premiums** paid, if **Your** carelessness causes **Us** to provide **You** with insurance cover which **We** would not otherwise have offered;
- b. treat **Your** insurance as if it had be entered into on different terms from those agreed; or
- c. reduce proportionately the amount paid on a claim if **We** would have charged more for **Your** insurance.

### Careless misrepresentation generally

If **We** obtain evidence unrelated to any outstanding claim which suggests that **You** failed to take reasonable care to verify the information provided to **Us** and **We** have relied upon in accepting this insurance and setting the terms and premium of this insurance **We** may:

- a. give **You** notice in writing that **You** must pay more for your insurance;
- b. give **You** notice in writing that the terms of **Your** insurance have changed; or
- c. cancel this contract of insurance by giving **You** thirty days' notice in writing and return any **Premium** paid for the balance of the contract term.

If **We** give **You** notice that the terms of your insurance have changed or that **You** must pay more for **Your** insurance then **You** may give **Us** thirty days' notice in writing that **You** wish to terminate the contract.

Any return **Premium** due to **You** will depend on how long this contract of insurance has been in force and whether **You** have made a claim.

If **We** establish that **You** deliberately or recklessly provided **Us** with false information **We** may:

- a. treat this insurance as if it never existed;
- b. decline all claims; and
- c. retain the **Premium** (unless it would be unfair to do so).

## Change in circumstance

**You** must tell **Us** as soon as possible about any changes in the information **You** have provided to **Us** which happens before or during any period of insurance. **We** will tell **You** if such change affects **Your** insurance and if so, whether the change will result in revised terms and/or **Premium** being applied to **Your Policy**. If **You** do not inform **Us** about a change it may affect any claim **You** make or could result in **Your** insurance being invalid.

## Cooling Off Period

**You** are entitled to cancel this insurance by contacting **Your** broker within 14 days of either;

- a. the date **You** receive **Your Policy** documentation ; or
- b. the start of the period of insurance

whichever is the later. On receipt of **Your** notice, **We** will refund to you the **Premium** that has already been paid, except where a claim has been made under the **Policy**.

## Your Right to Cancel

**You** may cancel this **Policy** by providing **Us** with at least 14 days' notice in writing to the following address: Beazley, Plantation Place, 60 Great Tower Street, London, EC3R 5AD.

If **You** cancel the **Policy**, **We** will refund that part of any **Premium** that **You** have already paid for the period from the date of cancellation to the expiry of the **Period of Insurance**.

**We** may deduct a sum of GBP 25.00 for **Our** reasonable administrative costs incurred in establishing the **Policy** and providing **You** with the **Policy** documentation.

If **You** cancel the **Policy** after a claim is made that is covered under the **Policy**, **We** have the right not to refund any part of **Your Premium**.

## Our Right to Cancel

**We** have the right to cancel **Your** Policy at any time by giving **You** thirty (30) days' notice in writing where there is a valid reason for doing so. **We** will send **Our** cancellation letter to the latest address **We** have for **You** and will set out the reason for cancellation in **Our** letter. Valid reasons may include but are not limited to:

- a. where **We** have been unable to collect a premium payment. In this case **We** will contact **You** in writing requesting payment by a specific date. If **We** do not receive payment by this date **We** will write to **You** again notifying **You** that payment has not been received and giving **You** seven days' notice of a final date for payment. This letter will also notify **You** that if payment is not received by this date **Your Policy** will be cancelled. If payment is not received by that date **We** will cancel **Your Policy** with immediate effect and notify **You** in writing that such cancellation has taken place;
- b. where **You** are required in accordance with the terms of this **Policy** to co-operate with **Us**, or send **Us** information or documentation and **You** fail to do so in a way that materially affects **Our** ability to process a claim, or **Our** ability to defend **Our** interests. In this case **We** may issue a cancellation letter and **We** will cancel **Your Policy** if **You** fail to co-operate with **Us** or provide the required information or documentation by the end of the seven day cancellation notice period;

- c. where there is a material failure by **You** to exercise the duty of care regarding **Your** property as required by the paragraph headed '**Your** duty of care' in the General Conditions section applying to Parts A to D of this **Policy** document;
- d. where **We** reasonably suspect fraud; or
- e. use of threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or suppliers.

## Acquired Companies Clause

The **Assured** named in the **Schedule** includes any company, subsidiary company or firm, formed, purchased or otherwise acquired by the **Assured** during the **Period of Insurance**, provided that the **Assured**:

- a) advise **Insurers** of their interest in the company or firm within thirty (30) days from the date of signing the purchase contract or date of formation
- b) hold a controlling interest in the company or firm or have agreed to accept responsibility for insurance

## Co-Assured and/or Third Party Interests Clause

The interests of any Co-**Assured** and/or third party (e.g. financier or lessor) are only protected under this **Policy** where the **Assured** have informed **Insurers** and Co-**Assured** and/or third party are noted in the **Schedule**.

## Data Protection Act 1998

1. Beazley collects Personal Data, which may include Sensitive Personal Data from communications with its policyholders including in particular in connection with claims under insurance policies. Beazley acts as a Data Controller for all Personal Data it obtains from its customers and prospective customers and complies with its obligations under the Data Protection Act 1998.
2. Beazley may disclose the Personal Data it obtains from policyholders to other members of the Beazley Group in connection with the provision of products and services offered by the Beazley Group and may also disclose the Personal Data to Beazley's subcontractors, service providers and agents in connection with the provision of goods and services to the Beazley Group and its customers.
3. In order to prevent and detect fraud Beazley may at any time share information about **You** with other organisations and public bodies including the police, undertake credit searches and additional fraud searches, and check and/or file **Your** details with fraud prevention agencies and databases, and if **You** give Beazley false or inaccurate information and Beazley suspects fraud, Beazley will record this.

Beazley and other organisations may also search these agencies and databases to:

- a. Help make decisions about the provision and administration of insurance, credit and related services for **You** and members of **Your** household;
- b. Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **Your** accounts or insurance policies;
- c. Check **Your** identity to prevent money laundering, unless **You** furnish **Us** with other satisfactory proof of identity; and

Beazley can supply on request further details of the databases Beazley accesses or contributes to.

4. The recipients of Personal Data from Beazley may be located outside the European Economic Area in countries which do not have the same level of legal protection of Personal Data as the European Union, and where Beazley provides Personal Data to



parties in such countries it will have in place agreements under which the recipient agrees to protect the Personal Data to standards which are acceptable to Beazley.

5. Where a person provides Beazley with Personal Data (including Sensitive Personal Data) about any other individual, he or she warrants that they have full rights to disclose the Personal Data to Beazley to use for the purposes for which it is disclosed.
6. For the purposes of this clause the following terms shall have the meanings set out below, which are the meanings given to them in the Data Protection Act 1998:

"**Personal Data**" means data which relate to a living individual who can be identified:

- a. from those data, or
- b. from those data and other information which is in the possession of, or is likely to come into the possession of, the Data Controller, and includes any expression of opinion about the individual and any indication of the intentions of the Data Controller or any other person in respect of the individual;

"**Sensitive Personal Data**" means Personal Data consisting of information as to:

- a. the racial or ethnic origin of the data subject,
- b. his political opinions,
- c. his religious beliefs or other beliefs of a similar nature,
- d. whether he is a member of a trade union (within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992,
- e. his physical or mental health or condition,
- f. his sexual life,
- g. the commission or alleged commission by him of any offence, or
- h. any proceedings for any offence committed or alleged to have been committed by him, the disposal of such proceedings or the sentence of any court in such proceedings.

7. **You** have the right to ask **Us** not to process **Your** personal data for marketing purposes. **We** will usually inform **You** (before collecting **Your** data) if **We** intend to use **Your** data for such purposes or if **We** intend to disclose **Your** information to any third party for such purposes. **You** can exercise the right at any time by contact **Us** at Beazley, Plantation Place, 60 Great Tower Street, London, EC3R 5AD.
8. If at any time **You** would like **Your** record and all personal information relating to **You** removed from **Our** system, please send an e-mail to [info@Beazley.com](mailto:info@Beazley.com). Such removal may not be possible until any current contracts of insurance with **You** have expired.
9. **You** have the right to apply for a copy of the information **We** hold about **You** (for which **We** may charge a small administration fee) and to have any inaccurate information about **You** corrected, please write to the Data Protection Officer Beazley, Plantation Place, 60 Great Tower Street, London, EC3R 5AD.

"**Data Controller**" means a person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any Personal Data are, or are to be, processed.

## Insurers' Agreement

**Insurers** agree to provide the **Assured** with the insurance as described in this **Policy** for the period stated in the **Schedule** and for any subsequent period where renewal may be agreed, and in return the **Assured** agree to pay **Insurers** the **Premium** by the dates advised to them.

## Law and Practice

The **Assured** and the **Insurers** are free to agree the law that shall apply to this **Policy**. **You** can contact **Us** at Beazley, Plantation Place, 60 Great Tower Street, London EC3R 5AD to inform **Us** of the law **You** would like to apply to this **Policy**. Unless the **Assured** and the **Insurers** specifically agree otherwise, the law that shall apply to this **Policy** shall be English law and any disputes between **You** and **Us** or the Beneficiary in respect of the **Policy** shall be heard before the exclusive jurisdiction of the High Courts of England & Wales.

## Non Contribution Clause

This **Policy** does not cover any loss or damage which at the time of happening of such loss or damage is insured by or would but for the existence of this **Policy**, be insured by any other existing **Policy** or **Policies**, except in respect of any excess beyond the amount which would have been payable under such other **Policy** or **Policies** had this insurance not been effected.

## Policy Availability

If, at any stage, the **Assured**, would like to receive a further copy of the **Policy**, please contact **Us**.

## Premium Payment Clause

The **Assured** undertakes that **Premium** will be paid in full to **Insurers** within 30 days of inception of this **Policy** (or in respect of **Premium** instalments, when due). If the **Premium** due under this **Policy** has not been paid to **Insurers** by the thirtieth day from inception of this **Policy** (and in respect of instalment **Premiums**, by the date they are due) **Insurers** shall have the right to cancel this **Policy** by notifying the **Assured** via the broker in writing. In the event of cancellation, **Premium** is due to **Insurers** on a pro rata basis for the period that **Insurers** are on risk but the full **Policy Premium** shall be payable to **Insurers** in the event of loss or occurrence prior to the date of termination which gives rise to a valid claim under the **Policy**.

It is agreed that **Insurers** shall give not less than 30 days prior notice of cancellation to the **Assured** via the broker. If the **Premium** due is paid in full to **Insurers** before the notice period expires, notice of cancellation shall automatically be revoked. If not, the **Policy** shall automatically terminate at the end of the notice period.

# Beazley Marine UK - Regulatory & Complaints

## Beazley Marine UK

Beazley Marine UK underwrites this **Policy** on behalf of Beazley and Others, Syndicates 2623/623 at Lloyd's.

Beazley Marine UK is a trading name of Beazley Solutions Limited. Beazley Solutions Limited is a service company that is part of the Beazley group of companies. Beazley Solutions Limited has authority to enter into contracts of insurance on behalf of the Lloyd's underwriting members of Lloyd's syndicates 623 and 2623 which are managed by Beazley Furlonge Limited. Beazley Solutions Limited is an appointed representative of Beazley Furlonge Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the UK (ref 204896) in its capacity as insurer.

## Complaints Procedure

**We** aim to give **You** as **Policy** holder a high standard of service at all times. If **You** are unhappy with the service that **You** have received for any reason, or have cause for complaint, **You** should initially contact Beazley as the **Insurer** of this **Policy** at the following address:

Compliance Officer, Beazley, Plantation Place, 60 Great Tower Street, London, EC3R 5AD

If **You** would prefer to contact **us** by telephone, facsimile or e-mail, please get in contact by calling +44 (0)20 7674 7000 or by facsimile +44 (0)20 7674 7103, 0900-1700 hours, Monday to Friday or e-mail [beazley.complaints@beazley.com](mailto:beazley.complaints@beazley.com).

**We** take all complaints seriously and will handle any complaint that **You** make promptly and fairly. If **You** make a complaint, **We** will acknowledge it promptly and explain how **We** will handle **Your** complaint, tell **You** what **You** need to do, and inform **You** of how **Your** complaint is progressing. **We** will record and consider **Your** comments to ensure that **We** continue to improve the service that **We** offer.

It would help **Us** to process **Your** complaint quickly and fairly if **You** inform **Us** of **Your Policy** number and provide **us** with the full details of **Your** complaint as well as any steps that **You** would like **Us** to take to remedy it.

If **You** remain unhappy or consider that **We** have not responded promptly to **Your** complaint, since Beazley is a member of Lloyd's of London, **You** may refer **Your** complaint to:

Complaints Team  
Market Services  
Lloyd's  
1 Lime Street  
London  
EC3M 7HA

If **You** would prefer to contact them by telephone, facsimile or e-mail, please get in contact by calling +44 (0) 20 7327 5693 or by facsimile +44 (0) 20 7327 5225, 0900-1700 hours, Monday to Friday or e-mail [complaints@lloyds.com](mailto:complaints@lloyds.com).

Further information about how Lloyd's handles complaints from Policyholders can be found on its website at URL: <http://www.lloyds.com/>

If **You** have referred **Your** complaint to Lloyd's and **You** still remain dissatisfied, **You** may then be able to refer **Your** complaint to the Financial Ombudsman Service (the "FOS"). Information about the FOS can be found at URL: <http://www.financial-ombudsman.org.uk>, including details of the types of complaints that the FOS will be able to consider. It can be contacted via its consumer helpline on 0300 123 9 123 (8am to 6pm, Monday to Friday) or by e-mail at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

If **You** make a complaint to the FOS **Your** right to legal action against **Us** is not affected.

## Financial Services Compensation Scheme

**Insurers** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **Insurers** are unable to meet their obligations to **You** under this **Policy**. If **You** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this **Policy**. Further Information about the Scheme is available from the Financial Services Compensation Scheme (7th floor Lloyd's Chambers, Portoken Street, London E1 8BN) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk)

# any questions?

If you have any questions or would like more information,  
please contact your Broker or Agent.

beazley

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