

# Noble Marine (Insurance Brokers) Ltd

## Dinghy Insurance Policy Wording

This Policy Wording (and the Policy Schedule, which forms an integral part of the policy) is a legal contract. You should examine this carefully and if it does not meet your requirements, please contact us without delay.

### SECTION 1

#### The Insured Vessel

Subject to the terms and conditions of the policy the Vessel and any equipment listed on the policy schedule shall be covered for all costs in respect of:

- 1.1 Damage caused by an accident including fire, theft and a malicious act
- 1.2 Secured gear, equipment and machinery stolen from the Vessel or from a locked place of storage
- 1.3 Loss or damage to the Vessel whilst it is being transported by road, rail, air or ferry within the specified cruising range
- 1.4 Loss or damage to the hull, foils (including keel) propeller, propeller shaft, engine and electrical equipment caused by the vessel hitting a submerged / partially submerged object
- 1.5 Loss or damaged to specialist marine electrical equipment including compass, GPS device and waterproof camera listed on the policy schedule
- 1.6 Loss or damage to outboard engines listed on the policy schedule up to a maximum power of 10 horse power

#### Special Conditions and Exclusions Relating to SECTION 1.

The Insured shall be responsible for the policy excess as specified in the policy schedule in respect of each claim for loss of or damage to the Vessel or item.

The Vessel will be insured while ashore or afloat within the cruising area noted on the policy schedule.

The Insurer will not reduce the value of your claim, subject to the limitations of the policy, if they are replacing old equipment with new that is beyond economic or constructive repair as deemed by the Insurer with the exception of trolleys, trailers, outboard motors and protective covers.

When agreeing a settlement offer for trolleys, trailers, outboard motors and protective covers there may be a reduction in the payment amount due to the age and condition of the item

If the Vessel or item is a total loss the policy holder will be compensated in line with the market value of the Vessel or item up to a maximum of the sum assured as stated on the policy schedule.

The Insurers will not settle a claim in respect of

- 1.7 Loss of use
- 1.8 Scratching and bruising whilst in transit by road, rail, air or ferry
- 1.9 Wear and tear, depreciation and deterioration from use
- 1.10 Theft of outboard motors unless locked to the boat or from a locked place of storage

- 1.11 Theft of unsecured gear, fittings or equipment unless secured to the Vessel or from a locked place of storage
- 1.12 Loss or damage to an electrical device unless it is secured to the Vessel using a purpose made commercial attachment
- 1.13 The loss of or damage to a mobile phone

### SECTION 2

#### Personal Belongings

Clothing and personal items normally used in connection with the Vessel belonging to the Insured or any member of their immediate family are covered in the event of theft or accidental damage up to a maximum of £350 in any one incident.

#### Special Conditions and Exclusions Relating to SECTION 2.

The Insured shall be responsible for the policy excess as specified in the policy schedule in respect of each claim for loss of or damage to Personal Belongings.

The Insurers will not settle a claim relating to personal belongings in respect of passports, cash, credit or debit cards, travellers cheques, cash cards, stamps, jewellery, spectacles (unless secured with a strap), contact lenses, mobile phones, keys or similar property.

When agreeing a settlement offer for personal belongings there may be a reduction in the payment amount due to the age and condition of the item.

The Insurers will not settle a claim in respect of

- 2.1 Wear and tear, depreciation and deterioration from use
- 2.2 Theft of unsecured clothing and personal items

### SECTION 3

#### Liability to Third Parties.

The Insured will be indemnified in respect of all sums which they shall become legally liable to pay and shall pay up to the limit shown in the policy schedule in respect of any one accident or series of accidents arising out of the same event in respect of

- 3.1 Death of or any bodily injury to any person (including passengers) other than persons employed in any capacity by the Insured
- 3.2 Damage to property not belonging to the Insured arising out of the use of or caused by the Insured Property
- 3.3 The policy will cover any person in a like manner (other than a person operating or employed by the operator of a shipyard, repair yard, slipway, yacht club, sales agency or similar organisation) using the Vessel with the Insured's permission but excluding indemnity in respect of liability to the Insured.

The Insurer will pay any legal costs incurred in defending any claim.

### **Special Conditions and Exclusions Relating to SECTION 3**

The Insurers will not settle a claim in respect of

- 3.4 Accidents to or illness of workmen or any persons employed in any capacity whatsoever by the Insured
- 3.5 Accidents arising whilst the Insured Property is on a private or public highway and is attached to a towing vehicle.

### **SECTION 4**

#### **General Exceptions**

The Policy Holder does not have cover for the Vessel in the event of loss, damage or liability in the event of

- 4.1 The Vessel been used for commercial means, charter or used for any purpose other than private pleasure
- 4.2 Capture, seizure, arrest, restraint or detainment and the consequences thereof
- 4.3 Hostilities or warlike operations whether there be a declaration of war or not
- 4.4 Civil war, revolution, rebellion or civil strife or piracy
- 4.5 Strikes, locked out workman or persons taking part in labour disturbances, riots or civil commotions
- 4.6 Ionizing radiations from or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- 4.7 The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- 4.8 The unseaworthiness of the Vessel.

### **SECTION 5**

#### **Return of Premium**

Returns of premium will only be given upon termination or cancellation of this policy. If there has been a claim in the current period of insurance, no return of premium will be given.

If the policy is cancelled

- during the first 3 months we will refund 50% of the premium
- between 3 and 4 months from inception, a 25% refund will be given
- between 4 and 12 months, no return of premium will be given

If your policy has been in force for more than one year, we will return a pro-rata refund of the premium from the date of cancellation up to the renewal date.

### **SECTION 6**

#### **Claims and Accidents.**

In the event of any incident which may give rise to a claim under this policy, notice must be given to Insurers in writing as soon as practicable. This can be done by:

- completing an online claim form from our web-site [www.noblemarine.co.uk](http://www.noblemarine.co.uk)
- requesting a paper claim form from Noble Marine's office, phone number 01637 707606 and returning it to Noble Marine, Clinton House, Lombard Street, Newark, Nottinghamshire, NG24 1XB

As soon as practicable all claims, letters, summonses, writs or documents which are received from third parties need to be given to insurers unanswered, and the insured must provide any assistance and information required. This may include any evidence that could be required by Insurers concerning the cause and value of any claim.

Insurers may request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property

Insurers may wish to appoint their representative to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

No liability of any sort may be admitted to a Third Party and no undertaking given, nor should any offer, promise or payment be made or legal expenses incurred by the Insured or any person on board the Vessel without the Insurer's prior written consent.

The Insured must obtain Insurers written consent, prior to selecting and authorising repairs. If requested alternative repair estimates must be obtained.

In the event of any claim arising under this policy which is also recoverable under any other policy Insurers shall not be liable for more than their rateable proportion of such claim.

### **SECTION 7**

#### **Law Applicable**

Unless the parties have agreed otherwise, in writing, any dispute concerning the interpretation of this insurance shall be governed and construed in accordance with English law and shall be resolved within the exclusive jurisdiction or the courts of England and Wales.

## COMPLAINTS PROCEDURE

Noble Marine and Royal & Sun Alliance Insurance PLC aim to provide the Insured with a first class service. If the expected service has not been delivered or there are any concerns with the service provided, we would like to have the opportunity to put things right.

### Complaints Process

Should you wish to complain, you may do so orally to any member of staff or in writing to the Customer Services Manager, Noble Marine, Clinton House, Lombard Street, Newark, Nottinghamshire. NG24 1XB or by email to [complaints@noblemarine.co.uk](mailto:complaints@noblemarine.co.uk).

We take all complaints seriously and will endeavour to respond immediately. Where this is not possible we will acknowledge your complaint within 5 business days confirming the name of the member of staff dealing with your complaint. We will provide you with a full written response within 20 business days or explain the current position and provide a time scale for a full response.

If still not satisfied, you may be eligible to refer your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints. They can be contacted at:

Post:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone:

0800 0234567 (for landline users)

0300 1239123 (for mobile users)

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

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You have six months from the date of our final response to refer your complaints to the FOS. This does not affect your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

We are also required to inform you that you can use the online [European Online Dispute Resolution](#) platform to provide details of your complaint, which we understand will then be forwarded to the Financial Ombudsman Service. However, this may be a slower route for handling your complaint than if you contact the Financial Ombudsman Service directly.

### The Insured's Rights

The Insured's rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

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## Definitions

The below section is designed to assist you understand the specific meaning of certain words in the policy wording.

Actual Total Loss	The insured property is completely destroyed or the insured is irretrievably deprived of it.
Coastal Waters	Waters around a coast up to 12 miles offshore.
Cruising Range	The geographic area as defined in the Policy Schedule in which the Vessel will be used and policy cover will apply.
Deterioration	The continuous degradation of your Vessel caused by wear and tear, rust, rot, oxidation, corrosion, wasting or weathering.
Endorsement	An amendment to the policy or to a Condition of the Policy which supplements or modifies its terms. It may be added when the policy is issued or subsequently.
Europe	For the purpose of this policy Europe is defined as: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland and the United Kingdom.
Excess	The amount shown on the policy schedule for which the customer is responsible in respect of each claim for own damage.
Insured property	Insured vessel together with other equipment including outboard motor, trailer or trolley and any other items listed on your policy.
Insurers	The Insurance Company noted on the policy schedule who provide your insurance cover.
Locked Place	A building or compound that is secured by a locked door, gate or security barrier.
Malicious Act	The deliberate act or failure to act where there is a risk of loss, damage or personal injury.
Period of Insurance	The period shown on the Schedule during which this insurance is in force.
Permitted User	Any person using or in control of the Vessel with the insured permission.
Personal Belongings	Clothing and personal Items normally used in connection with the Vessel belonging to the insured or any member of their immediate family, for example water proofs, wet suit, wet boots, buoyancy aid, sailing gloves, sailing holdall, dry suit etc.
Policy	The document which incorporates the policy schedule, any endorsements, the proposal form and any other information provided by the insured.
Policy Schedule	Part of a policy in which details specific to that Policy are inserted.
Premium	The amount of money that you pay and your insurers accept.
Seaworthiness	Vessel is fit to encounter the normal perils of the sea, rivers, lakes or other navigable waters and is correctly crewed, equipped, fuelled, and with all equipment in proper working order.
Specialist Marine Electrical Equipment	Electrical equipment that is specifically designed to be used on the vessel including electronic compass, tracking device, speed puck, electronic race timer, VHF radio and waterproof portable camera.
Sums Insured	The values shown in your schedule for your vessel, trolley, trailer and other specified equipment.
Unsecured equipment	Equipment or fittings that are not at the moment of loss attached to the vessel and can be removed without an act of force
Vessel	The vessel named on the policy schedule including hull, superstructure, fittings, machinery, engines, gear and equipment that would normally be sold with the boat.