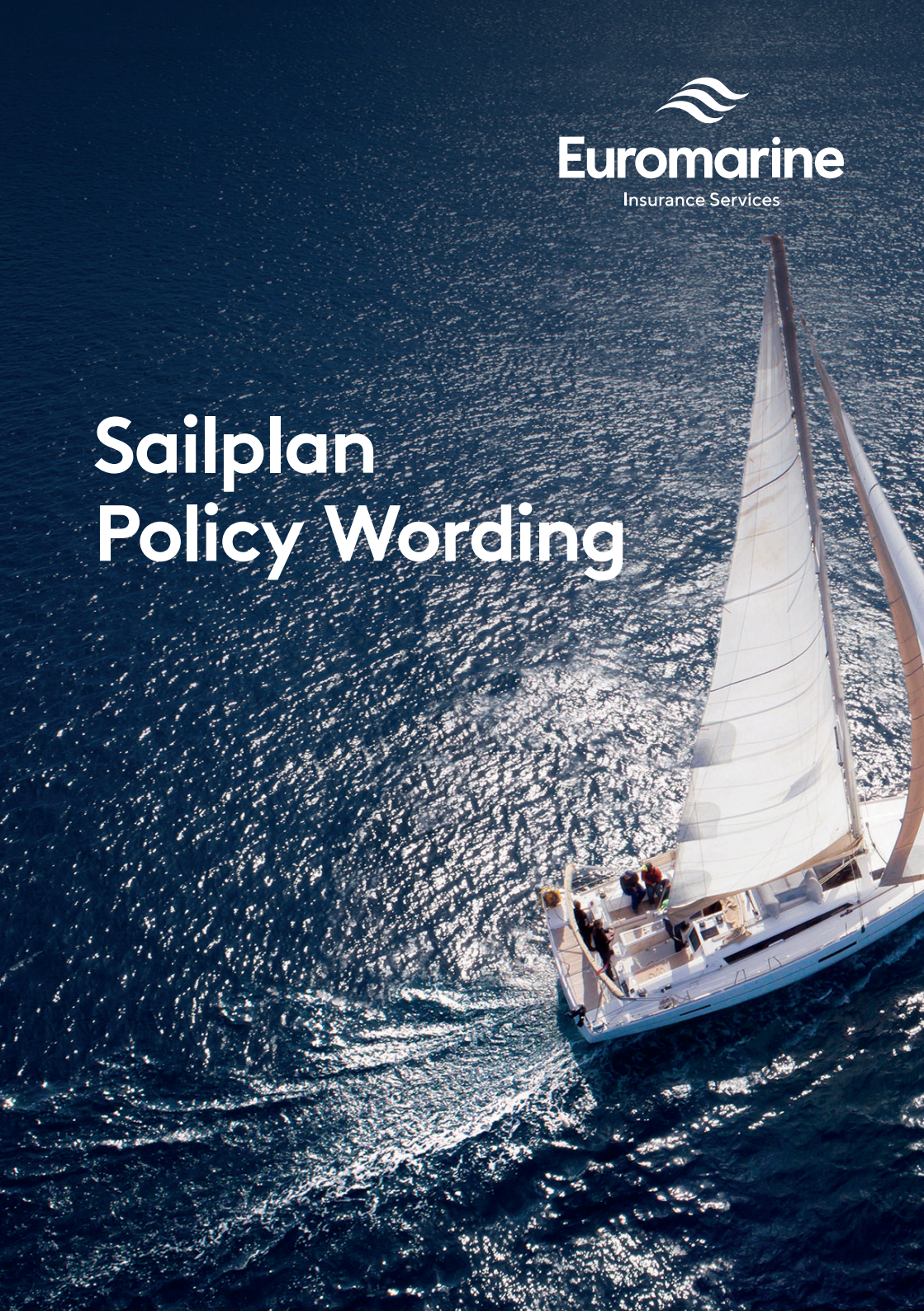
Euromarine
Insurance Services

Sailplan Policy Wording



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Important Contact Details

Below are important contact details that relate to this insurance policy.

Euromarine Sailplan Policy Claims Notification
Tel: (UK) 0345 600 7425
(From abroad) +44 2920 386 949
Email: canopiusmarineclaims@cl-mar.com

These contact details are for registering new claims covered under sections 1, 2 and 3 and are manned 24 hours a day, 365 days a year.

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

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

Your Policy - Contract of insurance

Unless amended by **Endorsement** in **Your Schedule**, **Your Insurers** will insure **Your** legal liabilities and **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 **Your Insurers** have accepted **Your Premium**.

This cover is subject always to the terms and conditions of **Your Policy** and Y**our Schedule**.

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.

Your Insurers are authorized by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

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

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 **Euromarine**. **Your Insurers** 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.

To cancel **Your Policy** outside of the cooling off period, refer to page 28.

Information Your Insurers or Euromarine need to know

You must take reasonable care to provide complete and accurate answers to the questions **Euromarine** or **Your Insurers** 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 **Euromarine** or **Your Insurers** about changes relevant to this **Policy**. See also Section 5 General Policy Conditions.

Data Protection Notice

This Data Protection Notice explains what personal information is collected and how this is used. It tells You about the registers and databases that Euromarine and others have in place that help to detect and prevent fraudulent applications and claims, and must be shown to any party related to this insurance. In accepting this Insurance it will be understood that **You** have read and accepted the terms of this Data Protection Notice.

All phone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes. Euromarine will process your details in accordance with the Data Protection Act and/or other applicable legislation in force.

You are entitled to receive a copy of the information Euromarine hold about **You**.

If **You** require a copy of **Your data** or have any questions please contact:

The Head of Compliance
Aston Lark
Century House
North Station Rd
Colchester
CO1 1RE
E-Mail: john.lunn@astonlark.com

For more information on the Data Protection Act **You** may also write to the Office of the Information Commissioner at:

Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF
Tel: 0303 123 1113 or 01625 54 57 45
E- mail: mail@ico.gsi.gov.uk

Your Data

It is necessary to collect **Your** personal data so that Euromarine or Your Insurers can assess/administrate the terms of **Your Policy**, claims or losses.
Personal data includes:

- Contact Data
- Profile Data
- Sensitive Personal Data
- Correspondence Data

Please be aware that only where relevant Euromarine use and may share **Your** details with approved partner service providers/professional advisers including those that operate, process or share data outside of the European Economic Area and suitable safeguards are in place to ensure data is secure for purposes including but not limited to:

- Underwriting
- Fraud Prevention
- Claims Management
- Complaints Handling
- Electronic Licensing
- Continuous Insurance Enforcement
- Law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- The provision of government services aimed at reducing the level of uninsured driving

Any organisations or bodies Euromarine share **Your** data with will only use **Your** data for the purposes set out in Euromarine/Aston Lark Privacy Notice which can be viewed on Aston Lark website at (https://www.astonlark.com/privacy-notice).
A paper version is also available upon request.

Before sharing **Your** data with any third party, Euromarine will ensure that the third party has the appropriate technical and organisation measures in place to protect **Your** data. Please see the Privacy Policy for details of **Your** rights not covered more specifically in this notice.

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 **Your Insurers**.

Ashore: Out of the water and on land, above the highest astronomical tide mark.

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.

Craft: The vessel identified in **Your Schedule** comprising the hull, superstructure, standing and running rigging, fittings, **Machinery**, gear and fitted equipment that would normally be sold with the vessel, trailers, tenders, dinghies or other vessels noted in **Your Schedule**.

Cruising Limits: The geographical area specified in **Your Schedule** within which **Your Insurers** 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.
- **Continental Waters between Brest and Elbe:** All inland, tidal and **Coastal Waters** between Brest and Elbe. It does not include waters which are:
  - further north than 61 degrees north; or
  - further east than 10 degrees east; or
  - further south than 48 degrees 10 minutes north; and
  - further west than 12 degrees west.
- **Continental Waters between La Rochelle and Elbe:** All inland, tidal and **Coastal Waters** between La Rochelle and Elbe. It does not include waters which are:
  - further north than 61 degrees north; or
  - further east than 10 degrees east; or
  - further west than 12 degrees west;
  - further south than 46 degrees north during the period 1st April to 30th September inclusive; and
  - further south than 48 degrees north during the period 1st October to 31st March inclusive.
- **Inland and Coastal Waters of Europe**: Inland waters of **Europe** where there are no tides, inland tidal waters and **Coastal Waters** of **Europe**.
- **Mediterranean Waters**: Up to 200 nautical miles off the Mediterranean coast including the straits of Gibraltar, the Dardanelles and adjacent seas of the Mediterranean not exceeding the number of degrees east as shown in **Your Schedule**. It does not include the waters of Libya, Syria and Algeria.

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 (riot and civil commotion within the **United Kingdom** only).

Endorsement: A written record of any alteration **Your Insurers** agree to make to **Your Policy** that is shown in **Your Schedule**.

Engine Cut Out Device: A device specifically designed, marketed and sold to stop the engine(s) automatically if it is detached from **Your Craft**.

Euromarine: Euromarine Insurance Services is a trading name of Aston Lark Limited. Registered Office: Ibex House, 42-47 Minories, London, EC3N 1DY registered in England No. 2831010. Aston Lark Limited is authorised and regulated by the Financial Conduct Authority.

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**.

Fire Extinguisher/Fire Extinguishing Systems: A pressurised device or devices specifically designed, marketed and sold to emit a fire extinguishing medium appropriate to its use.

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).

Hitchlock: A device specifically designed, marketed and sold to prevent a trailer being unhitched from a towing vehicle, which covers the bolts securing the tow hitch to the trailer chassis.

Houseboat: A **Craft** that is permanently 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.

Insured Property: The property shown in **Your Schedule** and defined in **Your Policy**.

Insurer(s): KGM Underwriting Services Limited is an appointed representative of Canopius Managing Agents Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register number 204847). Registered in England & Wales, no. 01514453. Registered office: Gallery 9, One Lime Street, London EC3M 7HA.

Laid Up: When **Your Craft** is not fitted out and not ready for immediate use including whilst Ashore but not ready to be launched.

Level of Racing: The **Level of Racing** specified in **Your Schedule** for which **Your Insurers** have agreed to insure **You**.

- **Charter Organisation Events**: Taking part in, or under the preparatory signals to take part in, any race, speed trial or competition however described, run specifically by a charter organisation/company or local club, exclusively as a Charter Group event, within **Your Cruising Limits**. This does not include other local club events, open events, national and/or international championships held at this location.
- **Club Racing**: Taking part in, or under the preparatory signals to take part in, any race, speed trial or competition however described at a club of which **You** are a member, within **Your Cruising Limits**. This does not include open events, national and/or international championships held at this location.
- **No Racing**: Not taking part in, or under the preparatory signals to take part in, any race, speed trial or competition however described at any level at any location.
- **Open Racing**: Taking part in, or under the preparatory signals to take part in, any race, speed trial or competition however described at any level at any location within Your **Cruising Limits**.

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 **Your Insurers** 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 **Your Insurers**.

Personal Belongings: Clothes and other personal items that are worn or carried whilst in use that are not part of **Your Craft**, household linen, tow ropes, water skis, wakeboards and kneeboards as more fully defined in **Endorsement** 5 shown in **Your Schedule**, if applicable.

Personal Water Craft: A jet ski or similar type of Craft.

Policy: This booklet, **Your Schedule** and/or the certificate of insurance make up **Your** contract with **Your Insurers** (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 **Your Insurers** accept for this insurance.

Racing: Taking part in, or under the preparatory signals to take part in, any race, speed trial or competition however described as per the **Level of Racing** described in

Your Schedule.

Removable Household Contents: Removable household goods including but not limited to microwaves, washing machines, dishwashers, TVs and audio equipment, aerials, satellite receiving equipment, linen and bedding.

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 **Your Insurers** 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**.

Speedboat: Any motor powered **Craft** that has a manufacturers' stated maximum speed of more than 17 knots.

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).

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 Your Insurers 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.

Wheel Clamp: A device that is specifically designed, marketed and sold to prevent a wheel being turned or removed.

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 **Your Insurers** provide cover.

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, Your Insurers** 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**:

Your Insurers will cover **You** for:	**Your Insurers** will not pay for:
1.1 **Accident** and/or **Deliberate Act(s) of Others**	▲ 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; ▲ 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**;

▲ loss of or damage to:

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;

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;

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	Damage caused by Faults	1.2.1 the cost of repairing or replacing any part that is lost or damaged because it was **Faulty**; 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; 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**;
1.3	Gradual Deterioration	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; 1.3.2 gradual discolouration and/or fading;

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 a locked storage place **Ashore** where:
- i) there are no visible signs of forcible and violent entry to or exit from **Your Craft**, a locked cabin or locker 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;

1.4.4 the theft or attempted theft of **Your** road 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 Watercraf**t; 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.
Your Insurers 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.
Your Insurers 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 **Your Insurers** have agreed the costs in writing beforehand.

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

Your Insurers 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 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 Your Insurers will pay under Section 1.

1.18 If **Your Craft**, is a **Total Loss** the most **Your Insurers** 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** Your Insurers 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 **Your Insurers** will pay expenses necessarily incurred.

1.21 For sighting costs Your Insurers will pay the costs incurred provided **Your Insurers** have agreed them in writing beforehand.

1.22 **Your Insurers** will not reduce the amount paid to **You** in respect of **Your** claim if they replace old materials with new because of the age and condition of the item concerned, except for:
- i) sails;
- ii) protective covers;
- iii) running and standing rigging;
- iv) batteries;
- v) **Specified Equipment**;
- vi) **Personal Belongings**

1.23 **Your Insurers** 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 **Your Insurers** 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 **Your Insurers** 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 **Your Insurers** 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, Your Insurers** will insure **You** within the **Cruising Limits** and/or **Transit Area**.

Your Insurers 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 **Your Insurers** insure;

As long as Your Insurers have agreed in writing beforehand **Your Insurers** 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

Your Insurers will not pay claims for:

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 Craf**t;

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 **Your Insurers** 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;

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;

2.1.8 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 Your Insurers will pay under Section 2.

2.2.1 The most **Your Insurers** 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, Your Insurers** will insure **You** within the **Cruising Limits** and / or **Transit Area**.

Your Insurers will cover **You** for:

3.1 i) a benefit as shown in 3.2 below for **You** and **Your** passengers and guests 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**, **Your** passengers or guests are injured on **Your Craft** or getting on or off it.

Your Insurers will not pay claims for:

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;

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 Your Insurers will pay under Section 3

3.2 The benefits payable for the cover applicable to 3.1 i) above are:

i) £20,000 for death;

ii) £20,000 for the loss of one or more limbs;

iii) £20,000 for the total loss of sight (complete and irrecoverable) in one or both eyes;

iv) £20,000 for **Permanent Total Disablement**;

3.3 **Your Insurers** will not pay more than £60,000 in any one **Period of Insurance**.

3.4 **Your Insurers** will pay up to £1000 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** 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

Your Insurers shall not be deemed to provide any cover and shall not be liable to pay any claim or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Your Insurers** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

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 Your Insurers 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 **Euromarine** and **Your Insurers** need to know.
You must take reasonable care to provide complete and accurate answers to the questions **Euromarine** or **Your Insurers** 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 **Euromarine** or **Your Insurers** about any changes.

You must let **Euromarine** or **Your Insurers** know if there are any changes to the information set out in **Your Schedule**. You must also tell **Euromarine** or **Your Insurers** within fourteen 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, Your Insurers 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 **Your Insurers** 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.
ix) 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.

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 **Your Insurers** shall not pay the claim;
5.2.6 **Your Insurers** may declare the Policy void and retain the **Premium**;
5.2.7 **Your Insurers** 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 **Euromarine** during this period. **Your Insurers** 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 **Euromarine**. Providing **You** have not incurred eligible claims during the period **You** have been on cover **Your Insurer** 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. If **You** cancel **Your Policy** and **You** have made a claim or **You** have notified **Your Insurers You** may make a claim during the current **Period of Insurance Your Insurers** will not refund any **Premium.**

5.3.3 **Your Insurers** 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 **Your Insurers** 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. **Your Insurers** will not recognise any interest or transfer of interest or assignment of this **Policy**;

5.3.3.2 where **Your Insurers** or **Euromarine** have been unable to collect a **Premium** payment. In this case **Your Insurers** or **Euromarine** or they will contact **You** in writing requesting payment by a specific date. If **Your Insurers** or **Euromarine** 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 **Your Insurers** or **Euromarine** will ask **You** to provide the documentation by a specified date. If **Your Insurers** or **Euromarine** do not receive the information by this date **Your Insurers** or **Euromarine** 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 **Your Insurers** or **Euromarine** have asked for;

5.3.3.6 where **Your Insurers** or **Euromarine** reasonably suspect or have evidence of criminal or fraudulent activity;

5.3.3.7 **Your** use of threatening or abusive behaviour or language or the intimidation or bullying of **Euromarine** or **Your Insurers** staff or service providers.

5.3.4 **Providing You** have not incurred eligible claims during the period You have been on cover **Your Insurers** 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 If **You** make any claim under this **Policy** and there is another insurance policy that insures the same loss **Your Insurers** will only pay their 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.

Section 6 – Claims Condition

If You have an Accident or loss You might want to claim for under Your Policy You must contact the Canopius Marine Claims Team for instructions at:

14-16 Park Place, Cardiff,
CF10 3DQ
Tel: (UK) 0345 600 7425
(From abroad) +44 2920 386 949
Email: CanopiusMarineClaims@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 Canopius Managing Agents Limited.

6.2 **Your** claim will not be paid if **You** do not:

6.2.1 advise the Canopius Marine Claims Team 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 the Canopius Marine Claims Team within 48 hours of receipt. **You** must not reply to any of these documents;

6.2.3 tell the Canopius Marine Claims Team 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 **Your Insurers** have given **You** written permission;

6.4 **You** must allow **Your Insurers** to take over the defence or settlement of any claim if **Your Insurers** so instruct **You**;

6.5 **Your Insurers** may wish to take legal action to recover any payment that **Your Insurers** have made under **Your Policy. You** must give **Your Insurers** permission to take this action in **Your** name and **You** must help **Your Insurers** to do this if **Your Insurers** request;

6.6 **Your Insurers** can get or **Your Insurers** may ask **You** to supply estimates for repairs and **Your Insurers** 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.

Your Insurers 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 **Your Insurers** (contact **Euromarine** 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 Your Insurers** will automatically extend **Your In Commission** period for up to 15 days without **You** telling **Euromarine** or **Your Insurers**.

7.4 Our Service Commitment To You

If **You** have any questions or concerns about **Your Policy You** should contact **Euromarine** If Your question or concern is regarding **Your** claim, please contact either **Euromarine** or the Canopius Marine Claims Team at:

14-16 Park Place, Cardiff, CF10 3DQ
Tel: 0345 600 7425 Intl: +44 2920 386 949
Email: CanopiusMarineClaims@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

Euromarine and **Your Insurers** aim is to provide **You** with a high quality service at all times, although they 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:	Canopius Marine Claims 14-16 Park Place, Cardiff, CF10 3DQ Tel: 0345 600 7425 Intl: +44 2920 386 949 Email: CanopiusMarineClaims@cl-mar.com
For all other complaints, please contact:	Euromarine Insurance Services 18 St Peters Park Road Broadstairs Kent CT10 2BL Tel: 01843 603345 Email: info@euromarineinsurance.com

Step 2:
Should **You** remain dissatisfied with the outcome of **Your** complaint from either Canopius Marine Claims or **Euromarine 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

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

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 **Your Insurers** 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 **Your Insurers** 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 **Your Insurers** will pay is the amount shown in **Your Schedule** against the **Personal Belongings Sum Insured.**

5.4 The most **Your Insurers** will pay for any single item is £250 unless the item is specified in **Your Schedule** with a **Sum Insured** shown

5.5 **Your Insurers** 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, water skis, 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 **Your Insurers** 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 **Your Insurers** insure loss of or damage to masts, spars and fittings, sails and standing or running rigging while **You** are **Racing Your Craft**. The most **Your Insurers** will pay is the amount shown in **Your Schedule** against these items.

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

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

Endorsement 7 – Speedboat clause

Your Insurers 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 **Your Insurers** 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 **Your Insurers** 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

Your Insurers 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 **Your Insurers** 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

Marina benefits does not protect the overall price of Your Policy. The price of Your Policy may increase following an annual review or accident or claim even if You were not at fault.

Endorsement 11 – Racing cover (Small craft)

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

11.2 **Your Insurers** will also reimburse **Your** prepaid, unexpired race or regatta entry fees which are not refundable following loss or damage to **Your Craft**. The most **Your Insurers** 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

Your Insurers 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 of 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;

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

Endorsement 13 – Racing cover (One third deduction)

13.1 **Your Insurers** 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 **Your Insurers** 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 **Your Insurers** will also reimburse any prepaid unexpired race or regatta entry fees

that are not refundable following loss or damage to **Your Craft**. The most **Your Insurers** 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**. **Your Insurers** 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).

Your Insurers 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 **Your Insurers** 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 **Your Insurers** 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 **Your Insurers** 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 **Your Insurers** do not provide cover:

18.2.1 for claims settled without **Your Insurers** 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 **Your Insurers** 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.
Protected no claims bonus does not protect the overall price of **Your Policy**. The price of **Your Policy** may increase following an annual review or accident or claim even if You were not at fault.

Endorsement 20 - Protected no claims bonus

Your Insurers 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, detainment, 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 **Your Insurers** 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 Your Insurers. Notice by **Your Insurers** shall be by registered post to **Your** last known address and notice by You should be by registered post to **Euromarine**.

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 - Builders Risks.

Subject to the terms and conditions contained within **Your Policy** and any other **Endorsements** noted in **Your Schedule**, this **Policy** is extended to cover **Your Craft** whilst it is under construction, being modified or fitted out.

We will also cover component items and parts purchased for the construction, modification or fitting out of **Your Craft** before they are fitted, whether at the site of **Your Craft** or whilst in storage elsewhere within the **United Kingdom** or whilst being transported between the two sites.

The exclusions applying to Section 1 – Your Insured Property, of this **Policy** apply to these component items and parts and they are classed as **Your Craft's** gear and equipment for this purpose.

Cover for **Your Craft** is provided on a **Laid Up** basis only. Cover for **Your Craft** whilst In **Commission**, afloat or whilst undergoing in water trials, will only be provided upon prior notification to, and agreement by, **Your Insurers**. This may be subject, at **Your Insurers** discretion, to a full out of water survey and valuation by an independent, qualified Marine Surveyor.

The **Sum Insured** shown in **Your Schedule** is the full, completed value of **Your Craft**, after all works have been carried out. In the event of a claim under **Your Policy** before this time, **You** must provide full details of all works carried out to, and/or all component items and parts purchased for **Your Craft**, together with substantiating documentation. Any claim for a **Total Loss** will be paid based upon the value of **Your Craft** at the time (providing this does not exceed the **Sum Insured** noted in **Your Schedule**).

Endorsement 27 – Charter fishing

General Exclusion 4.7.2 of **Your Policy** is amended to include **Your Craft** while it is used for angling parties.

Endorsement 28 – Fishing Equipment

Personal Belongings noted on schedule under Section 1- Your Insured Property is extended to include angling equipment belonging to **You**,

a) up to a maximum value of £500, or as specified on **Your Schedule** with a **Sum Insured** against the item;
b) With a single article limit for angling equipment is £100 unless specified separately with a **Sum Insured** against the item;

Your Insurers will not insure **You**:

a) whilst the angling equipment is being used or preparing to be used
b) if left unattended whilst being transported unless:
   i) The vehicle is left fully closed and locked;
   ii) The angling equipment is contained in the vehicle boot, or contained in the luggage space of an estate/hatchback car under a cover and out of sight.

Endorsement 29 – Diving Parties

General Exclusion 4.7.2 of **Your Policy** is amended to include **Your Craft** whilst it is used for charter diving parties.

Your Policy does not include any liability to the diver or of the diver while in the water except in the case of proven negligence by the skipper or crew. **You** or **Your** qualified skipper must be on **Your Craft** and in control of **Your Craft** at all times during this use.

Endorsement 30 – Water Toys Liability Clause

30.1 **Endorsement** 8 – Clause 8.3 is deleted
30.2 Section 2 – Liability to Third Parties and passengers is extended to include liability to or arising from the of inflatable water toys for private and pleasure purposes only, whilst being towed or preparing to be towed by **Your Craft**, or whilst on board **Your craft**, subject to the following Conditions:
30.3 **You** must comply with the following conditions to have the full protection of **Your Policy**. If **You** do not comply with them **Your Insurers** may cancel **Your Policy** or refuse to handle Your claim or reduce the amount of any claim payment.
You must ensure that:

a) all drivers of **Your craft** are over the age of 18 unless prior agreement is obtained in writing from **Your insurers**;
b) all drivers are experienced in handling **Your Craft** whilst being used for towing;
c) A competent and experiences observer is on board **Your Craft** at all times when persons are being towed;
d) all towing is restricted to inland non-tidal waters including, rivers, lakes, and sheltered **Coastal Waters**
e) all drivers stay within the manufactures recommended towing speeds;
f) all riders will be over the age of 6 years of age and between 6 and 10 years must be accompanied on the inflatable water sports toy by a responsible adult;
g) all riders will wear CE or Us Coast Guard approved impact vests
h) manufacturers general use and safety guidelines are complied with by all persons;
i) **Your Craft** will not be used for towing inflatable water toys in areas where this activity is prohibited
j) all inflatable water toys are CE or US Coast guard approved

The limit of liability for this extension is shown on **Your Schedule.**

Endorsement 31- Personal Water Craft – Amended Excess clause

Clause12.2 of **Endorsement** 12 is deleted.

Endorsement 32 - Not in Use Condition - Home Drive Condition

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

For the purposes of this **Endorsement** "In use" shall mean – any period **Your Craft** is temporarily away from the permanent place of storage (including whilst in transit) for the purpose of being used afloat.

Your Craft must be removed from the water and kept ashore on all occasions when not in use and during the hours of sunset to sunrise be kept:

a) in a locked building, or
b) in the locked compound noted on **Your Schedule**, or
c) on **Your** driveway at **Your** home address, or
d) at a location noted on **Your Schedule**.

Whilst **Your Craft** is kept at c) or d) above **Your Craft** must be chained to a permanently fixed object in the addition to the fitting of a **Wheel Clamp** to Your trailer.

Endorsement 33 - Member to Member Liability

Section 2 - Liability to Third Parties and Passengers of **Your Policy** covers each member of the club and/or association as if separate policies had been issued to each individual member. The limit of liability is stated in **Your Schedule**.

Endorsement 34 - Third Party and Passenger Liability (excluding removal of wreck)

The cover under Section 2 – Liability to Third Parties and Passengers 2.1 iii) is deleted from **Your Policy.**

Endorsement 35 - Coast or Channel Crossings

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

Whilst **your craf**t is being used for Coastal cruising or crossing the English Channel **You** must:

a) correctly ballast and light **Your Craft** prior to any voyage;
b) ensure that at least one automatic, one manual and one electric bilge pump, properly installed and in full working order are on board **Your Craft** at all times;
c) not undertake a voyage where the wind speed exceeds Beaufort scale force 4 or commence a voyage if it is forecast is to exceed Beaufort scale force 4in the following 48 hours.

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EUROMAR 03.08.2018

Euromarine
Insurance Services

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Registered office: Ibex House, 42-47 Minories, London, EC3N 1DY
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AL-EM-SPW-0618