



## POLICY WORDING

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## INTRODUCTION

### ABOUT US AND THE INSURERS

Admiral Marine Limited of 4 Barnack Business Centre, Blakey Road, Salisbury SP1 2LP is a specialist independent insurance intermediary offering a range of marine insurance products from leading insurers.

We act as underwriting agents for the Insurer when issuing cover and quotations and handling any claims you make. The Insurer is Travelers Insurance Company Limited. Travelers Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered office: 23-27 Alie Street, London E1 8DS. Registered in England 1034343.

Admiral Marine Limited is authorised and regulated by the Financial Conduct Authority (FCA) to transact general insurance business. Our Financial Services Register number is 306002. You can check this on the Financial Services Register by visiting the FCA's website <https://register.fca.org.uk> or by contacting the FCA on 0800 111 6768, or (+44) 20 7066 1000 for calls from outside the UK.

Admiral Marine Limited is a member of the Managing General Agents' Association.

Admiral Marine Limited is a part of the Hayes Parsons group of companies.

We have an agreement with the Insurers which permits us to bind the Insurers to a contract of insurance with you (the person(s) named as the Insured in "the Schedule"), to issue you with your policy documents and to handle, on the Insurer's behalf, claims made by you. The Schedule is the document which contains the terms relating specifically to your insurance.

All correspondence relating to your contract of insurance must be addressed to us at our above address or by e-mail to your underwriter at Admiral.

### OUR SERVICE

The policy documents will be sent to you promptly. We will always endeavour to ensure that the policy documents correctly reflect your insurance requirements. If at any time you consider that the policy documents do not provide you with the

protection you require please advise us immediately. Our documents are written in plain English and all matters, whether of an underwriting or claims nature, are handled courteously, fairly, promptly and efficiently. In respect of a claim, we will keep you informed at all stages as to how your claim is progressing.

### COMPLAINTS POLICY

We recognise the importance of service and set ourselves high standards. Should there be an occasion when we do not meet your expectations we are equally committed to dealing with any complaint in a thorough and professional manner. If you wish to register a complaint please contact us either in writing to; Nigel Rawlings, Compliance & Training Manager, Hayes Parsons Limited, Colston Tower, Colston Street, Bristol, BS1 4XE or by email; [n.rawlings@hayesparsons.co.uk](mailto:n.rawlings@hayesparsons.co.uk) or by telephone; 0117 929 9381.

If you cannot settle your complaint with us you may be entitled to refer it to the Financial Ombudsman Service (FOS) ([www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)) for an independent assessment and opinion. The FOS Consumer helpline is 0800 023 4567 or contact them at Financial Ombudsmen Service, Exchange Tower, London E14 9SR.

For full information on your rights and how we will handle your complaint, please ask to see a copy of our customer complaints policy.

### PRIVACY POLICY

We use your personal information for the legal basis of processing which is necessary for entering into an insurance contract, or to provide you with a quotation prior to entering in to an insurance contract.

We will keep your information confidential, but may share this with Hayes Parsons Limited and certain third parties including: insurance companies and other insurance providers, surveyors and regulatory authorities, or to comply with any legal or regulatory issues or disclosures. We may also share your information with our service providers and those of Hayes Parsons

Limited who manage our information recording, protection and security.

We will not send you information about other insurance products and services we can provide, unless you have given us your consent to contact you for these marketing purposes.

You may also withdraw any consent previously provided to us at any time in the future.

We do not pass your personal information on to any third party for marketing purposes.

We may transfer your personal information outside of the European Economic Area (EEA), but only to countries which are recognised as providing adequate legal protection and where the information will be held securely.

We will keep your personal information in line with the length of time we need to manage and administer your insurance and handle any claims and to meet any legal, statutory and regulatory obligations.

The General Data Protection Regulation (GDPR) grants you, the data subject, and the right to access particular personal data we hold about you. We will respond promptly to any future requests and provide you with details of the personal data we hold about you within a month and free of charge.

Your rights include: the right to be informed, the right of access, the right to rectification, the right to erasure, the right to restriction of processing, the right to data portability and the right to object. We do not carry out any automated processing which may lead to automated decision making.

If you have any queries or complaint regarding the use of your personal information then please contact our Data Protection champion, Nigel Rawlings as above details. If your complaint is not resolved to your satisfaction, you may also make a complaint to the supervisory authority, the Information Commissioner's Office (ICO). You can contact the ICO on; 0303 123 1113.

## **YOUR RIGHT TO CANCEL**

Provided no event has occurred which has given, or may give, rise to a claim under this contract of insurance you may:-

- i. cancel within 14 days of the date that you received the policy documents, in which case

we will refund you the whole of any premium paid; or

- ii. cancel at any time thereafter in which case we will refund you the proportion of the premium paid for the unexpired period of insurance.

If you do wish to cancel your contract of insurance please write to Admiral Marine Limited, 4 Barnack Business Centre, Blakey Road, Salisbury, SP1 2LP, United Kingdom, or by e-mail to yacht@admiralyacht.com, or by telephoning +44 (0) 1722 416106.

## **IMPORTANT NOTICE**

Please read this policy carefully to ensure that it is in accordance with your requirements and that you understand its terms, exclusions and conditions. Please contact us immediately if any corrections are required.

### A. CONTRACT OF INSURANCE

1. This Policy Wording and the Schedule form a legally binding contract between the Insurers and you. Please read these documents carefully

2. Sections 1 to 8 of the Policy Wording, as set out below, together with the Schedule, detail and define the scope of your cover. Section 9 of the Policy Wording details what you must do, and what are our rights, if you make a claim. The **endorsements** contained in Sections 10 and 11 of the Policy Wording only apply to your insurance if the Schedule expressly says so; however, where they do apply, they are important requirements or restrictions that you must comply with, throughout the term of any contract of insurance

3. The questions we ask in the Proposal Form and in other communications are intended to provide us with information which is, or is likely to be, relevant to all contracts of insurance. You must take reasonable care to answer these questions fully and accurately and if you volunteer other information, you must take reasonable care to ensure that the information is not misleading. If any information that you have provided to us changes during the life of the contract of insurance you must inform us of the change

**Important:** If you deliberately or carelessly misrepresent any information in relation to this insurance then your contract of insurance may not pay all, or part, of a claim and could in certain circumstances be avoided altogether

4. We shall insure you during any **period of cover** in respect of which we have accepted or agreed to accept your Premium.

### B. LAW

Unless we agree to the contrary and that agreement is recorded in the Schedule, the law applicable to this contract of insurance is as follows:

1. If you are insured in your private capacity - the law applicable to that part of the United Kingdom, Channel Islands or Isle of Man in which you (or if more than one person is insured by the contract of insurance, the first person named as the Insured in the Schedule) normally reside; or

2. If you are insured in a business capacity (for instance as a sole trader, a partnership or a company) the law applicable to that part of the United Kingdom, Channel Islands or Isle of Man in which you have your principal place of business; or

3. If neither of the above applies, the law of England and Wales.

### C. JURISDICTION

1. If you are not domiciled in the EEA you agree to submit all disputes arising out of this contract of insurance to the exclusive jurisdiction of the High Court of England and Wales.

2. If you are domiciled in the EEA under Community Regulations unless we have agreed in writing and you have chartered the **vessel** for hire and reward or commercial purposes (when you can only bring proceedings in England) you may at your option and subject to court procedures bring proceedings either in England or in the court of the country where you are domiciled or, if the dispute relates to a claim to be indemnified in respect of third party liability, the court of the country where the harmful event occurs.

### D. DEFINITIONS

The use of words in **bold text** in this Policy Wording and in the Schedule indicates that the word or phrase in **bold text** is defined in the Policy Wording, as follows:

#### **Actual total loss**

The vessel, and any other item specified in the Schedule, is an actual total loss when it is lost without scope for repair or recovery.

#### **Anti-theft device**

A device specifically sold and marketed as a secure method of preventing theft.

#### **Barratry**

Any wrongful act committed without your knowledge or participation and to your prejudice, by anyone using, or on board, the **vessel** with your permission.

#### **Boat/dinghy/tender**

Any type of small craft (not being a jet-ski, sailboard or liferaft) which forms part of the

**vessel's** equipment and is used for the operation of the **vessel** and is either permanently marked with a unique identification feature (such as name, satellite telephone number or e-mail address) and for which a separate value is stated in the Schedule or otherwise agreed by us in writing. Any reference to the **vessel** in the Policy Wording includes the **vessel's boat/dinghy/tender** unless the context requires otherwise.

#### **Civil disturbance and terrorism**

This means:

1. any person acting from a political motive or any other motive with a view to influencing any Government of the country where the **vessel** may be at the time when any loss or damage is caused or liability arises;
2. labour disturbances;
3. acts of terrorism;
4. acts of persons in furtherance of a political motive.

#### **Constructive total loss**

The **vessel** or a specified item is a constructive total loss if:

1. the cost of recovering and/or repairing it will exceed the **insured value** stated in the Schedule,

or

2. you have been deprived of the free use or disposal of it by theft for a reasonable period, the duration of which will depend on the facts of each individual case.

#### **Cruising area**

This is the area stated in the Schedule.

#### **Derelict weapons of war**

Mines, torpedoes or other weapons of war which are derelict.

#### **Endorsement**

A document issued by us setting out an alteration to the terms of the contract of insurance.

#### **Excess**

The amount stated in the Schedule to be deducted from each and every claim except in the case of actual or constructive total loss of the **vessel**.

#### **Houseboat**

The **vessel** will be used as a **houseboat** if any person (other than a trespasser) occupies the

**vessel** as living accommodation during the **lay-up period** whether or not for the purpose of maintenance or security of the **vessel**.

#### **Immediate family**

Those relatives, partners, friends or guests who reside permanently with you in your normal place of residence but not employees, helpers or carers, whether or not they are paid.

#### **In-commission period**

This is the period when the **vessel** is not required to be laid-up and may be used in navigation or for any other agreed purpose as stated in the Schedule.

#### **Insured person**

You or any person using the **vessel** with your permission and who is not otherwise excluded from being insured under this contract of insurance.

#### **Insured value**

This is the sum stated in the Schedule as the value of the **vessel** or any specified item.

#### **Latent defect**

A defect of design, manufacture or material which is not apparent by normal inspection, and which is not the result of wear and tear or lack of maintenance.

#### **Lay-up period**

This is the period (if any) stated on the Schedule when the **vessel** and its **boat/dinghy/tender** must not be used for any purpose except the carrying out of minor maintenance and repairs and must be laid-up in the manner and at the place named in your Proposal Form or any other place agreed by us in writing. The **vessel** must not be used as a **houseboat** during the **lay-up period** nor undergo major repair or refit unless we give prior permission in writing and issue an **endorsement** to that effect.

#### **Machinery**

This includes the **vessel's** main and auxiliary engines and generators, however powered, electrical and electronic equipment, cables and fittings, hydraulic equipment, pipes and fittings, and shafts.

#### **Named windstorm**

This is an Atlantic or Pacific tropical storm named by the National Hurricane Center and/or the World Meteorological Organization and/or the Bureau of Meteorology.

### **Open sea passage**

An uninterrupted passage of more than 250 nautical miles between two points or places that requires the **vessel** to proceed offshore.

### **Partial loss**

A **partial loss** is a loss which is neither an actual total loss nor a constructive total loss.

### **Period of cover**

The **period of cover** stated in the Schedule and any extension or renewal thereof as agreed by us in writing.

### **Personal Property (specified)**

Clothing and other items, each individually valued in excess of £1,000 and for which a separate value is stated in the Schedule, which are personal to you and/or your **immediate family** and are not items which would normally be sold with the **vessel**. **Personal Property** does not include money, cash, traveller's cheques, credit/debit/charge cards, jewellery, spectacles, contact lenses or mobile phones.

### **Personal property (unspecified)**

A collection of clothing and other items, each individually valued up to £1,000 and for which an overall value is stated in the Schedule, which are personal to you and/or your **immediate family** and are not items which would normally be sold with the **vessel**. **Personal Property** does not include money, cash, traveller's cheques, credit/debit/charge cards, jewellery, spectacles, contact lenses or mobile phones.

### **Protective covers**

These are items fabricated from canvas, plastic sheeting or other foldable material which are removable and which are custom-made to protect the **vessel** or any part thereof and/or those on board it, from the elements. For the avoidance of doubt sails, even when rigged as awnings, are not **protective covers**.

### **Seaworthy/seaworthiness**

Fit to encounter the ordinary perils of the seas, rivers, lakes or other navigable waters, properly crewed, equipped, fuelled, provisioned and with all equipment in proper working order. **Seaworthiness** applies not only to the physical condition of the **vessel's** hull but to all its parts, equipment and gear.

### **Specified items**

These are items other than the **vessel** which are insured at a specified value as stated in the Schedule.

### **Vessel**

This means the **vessel** described in the Schedule, including its sails, **machinery, boat/dinghy/tender**, gear and equipment. It does not include:

1. consumables including food, drink, lubricants, fuel, paint and/or the like;
2. the trailer for the **vessel** or for its **boat/dinghy/tender**;
3. the **personal property** of any person;
4. diving, fishing or sporting equipment;
5. moorings and fenders not carried on board;
6. mobile phones.

### **War**

This is:

1. international **war**;
2. any act of hostility by a nation or state against another;
3. civil war, revolution, rebellion or insurrection.

### **Wheel clamp**

A device specifically marketed and sold as a secure method of preventing unauthorised movement of a road wheel by preventing it from turning or such other device approved by us in writing.

### **Wilful misconduct**

This includes but is not limited to conduct when under the influence of alcohol or drugs (including prescribed drugs) that may impair safe navigation or management of the **vessel**.

## Section 2 - The Vessel

### A. COVER FOR THE VESSEL

Subject to the General Exclusions and the other terms of the Policy Wording (including the exclusions and other terms of this section) we shall cover you in respect of physical loss of or damage to the **vessel** caused by:

1. accidents (including fire, collision, stranding, grounding or heavy weather);
  2. **latent defects** in the **vessel**;
  3. negligence;
  4. theft of the entire **vessel**, and/or of the **vessel's boat/dinghy/tender**;
  5. theft of any part of the **vessel** provided that at the time of the theft the part is either:
    - a) securely fastened to the **vessel** and in the case of an outboard motor locked on by an **anti-theft device** in addition to its normal method of attachment; or
    - b) inside a locked compartment on board the **vessel** or in a locked building ashore and there is evidence of forcible and violent entry;
  6. malicious acts of third parties (including vandalism and **barratry**);
  7. rodents;
  8. explosion, lightning, earthquake or volcano;
  9. **civil disturbance and terrorism**;
  10. detonation of **derelict weapons of war**;
  11. piracy
- b) insects, marine borers, barnacles or marine growth;
  - c) corrosion, rot, rust, mildew, dampness or weathering;
  - d) electrolysis;
  - e) osmosis;
  - f) civil, criminal or administrative proceedings, action by customs officers or executive actions of a government or government department unless arising out of an event which is covered by this Policy;
  - g) capture seizure arrest restraint or detention, barratry and piracy excepted, and the consequences thereof or any attempt thereat.
2. the **vessel's boat/dinghy/tender** while being towed on an uninterrupted passage offshore between two points or places more than 20 nautical miles apart.
  3. the **vessel's protective covers** caused directly or indirectly by the wind.
  4. the **vessel's sails** while the sails are in use or hoisted and/or unfurled except where caused by:
    - a) damage to the spar/s to which the sail/s is/are attached; or
    - b) collision between the **vessel** and another vessel or other solid object (including ice but not water), stranding, sinking or fire.
  5. the **vessel's sails, masts, spars and rigging** while the **vessel** is racing except where caused by collision between the **vessel** and another vessel or another solid object (including ice but not water), stranding, sinking or fire.
  6. the **vessel's machinery** except where caused by:
    - a) sudden unexpected accidental incursion of water into the **vessel** directly caused by an identifiable and unexpected occurrence, but not:

### B. EXCLUSIONS TO COVER FOR THE VESSEL

We do not cover loss of or damage to:

1. the **vessel** caused by:
  - a) wear, tear or depreciation or the ordinary action of the wind and waves;



- i. flooding of the main engine(s) and/or inbuilt generators as a result of water ingress through the exhaust system;
- ii. gradual incursion of water into the **vessel**.

- b) collision between the **vessel** and another vessel or other solid object (including ice but not water), stranding, sinking or fire.
- c) freezing providing that the **machinery** has been maintained in accordance with the manufacturer's recommendations by a competent mechanic or technician and that the **machinery** has, if appropriate, been protected by an appropriate anti-freeze mixture which has been inserted in accordance with the manufacturer's specification; or
- d) explosion, lightning, earthquake or volcano; or
- e) theft or malicious acts of third person; or
- f) **civil disturbance and terrorism**.

#### 7. the **vessel**:

- a) from any cause during transportation by land, sea or air, if the **vessel's** length exceeds 9.15 metres (in the event of a multihull when unfolded), unless the Schedule expressly includes **Endorsement B - Transit** (See Section 10);
- b) caused by scratching, bruising or denting while being prepared for transportation, or transported, by land, sea or air, whatever the length of the **vessel**.

### C. AMOUNT PAYABLE IN THE EVENT OF LOSS OF OR DAMAGE TO THE VESSEL AND SPECIFIED ITEMS

#### 1. Actual and constructive total loss

If the **vessel** is an **actual or constructive total loss** we will pay the **insured value** as stated in the Schedule without application of the **excess**.

If a specified item is an **actual or constructive total loss** we will pay the **insured value** as stated in the Schedule less the applicable **excess**.

#### 2. Partial loss

For a loss which is neither an **actual** nor a **constructive total loss**, we will reimburse you the reasonable cost of recovering the **vessel** or other insured property; and:

- a) if repairs are commenced before expiry of the **period of cover** in which the loss occurred, the reasonable cost of effecting the repairs; or
- b) if repairs are not commenced before expiry of the **period of cover** in which the loss occurred or of any extension of time agreed by us in writing, the reduction in the market value, calculated as at the date of the loss, caused by the unrepaired damage, but not exceeding the reasonable cost of repairing the damage;
- c) in either case the **excess** will be deducted from the amount payable unless at the time when the loss or damage occurred the **vessel** was
  - i. participating in a sailing race, in which case twice the **excess** will be deducted;
  - ii. correctly berthed, moored or anchored and damage was caused to the **vessel** by a third party vessel which was under way, in which case no **excess** will be deducted

### D. EXCLUSIONS TO AMOUNT PAYABLE

#### 1. We do not cover the cost and expense of:

- a) rectifying or eliminating a fault in design or construction; or
- b) rectifying, repairing or replacing any part, including the whole or any part of the hull, which is defective because of a fault in design or construction or to a **latent defect**;
- c) rectifying, repairing or replacing defective workmanship or materials.

#### 2. To take account of betterment we shall in all cases of **partial loss** be entitled in our sole discretion to deduct:

- a) from the cost of replacing new for old an amount not exceeding one third in respect of used sails, spars, running rigging, standing

rigging, **protective covers**, **machinery** and propeller/s;

- b) from the cost of repainting and/or re-antifouling the **vessel**, a fair and reasonable amount.

#### E. ADDITIONAL SUMS PAYABLE

1. We will also reimburse you the following:

- a) any expense incurred by you or on your behalf for the purpose of averting or minimising loss of or damage to the **vessel** provided that the expense:
  - i. is both reasonably incurred and reasonable in amount; and
  - ii. results from an event (or the possibility of such) for which there is or would be cover under this Policy;
- b) the reasonable cost of removing the wreck of the **vessel** from any place owned, leased or occupied by you;
- c) the reasonable cost of inspecting the bottom of the **vessel** after grounding even if no damage is found;
- d) the reasonable cost of preventing or avoiding oil pollution or of cleaning up after oil pollution providing that we are liable under this Policy to pay you for physical loss of or damage to the **vessel**.

2. The total of all sums payable under paragraph 1 above, arising out of any one event, is limited to the **insured value** of the **vessel** without application of the excess.

3. Accommodation Costs

In the event of a **partial loss** covered by this contract of insurance occurring during the **in-commission period** which, in the reasonable opinion of our surveyor, renders the **vessel** temporarily uninhabitable, we will pay the cost of overnight accommodation for those persons living on board at the time when the **partial loss** occurs, other than paid employees, up to an overall limit per claim of £1,000, or the equivalent in another currency, for the period (save for the first three days) that the **vessel** remains uninhabitable during the **in-commission period**, unless:

- a) the **partial loss** occurs when the **vessel** is in, or within the territorial waters of, the

country where you normally live or where the **vessel** is normally kept or used or if the **vessel** is in transit by road or rail;

- b) the amount of the **partial loss** is less than the **excess** applicable to the **vessel**;

- c) you have already contracted to pay for accommodation expenses at the time when the **partial loss** occurs.

4. Insured Items in Transit.

Subject to the General Exclusions and the other terms of the Policy Wording we shall cover the **vessel's** sails, gear, equipment and outboard engine (provided its value is stated in the Schedule) for loss or damage while in transit by land between the **vessel** and your normal place of residence or other place of storage.;

- a) this extension of cover is subject to a limit of £5,000 or equivalent, per any one accident or occurrence;
- b) loss or damage caused by theft is not covered by this extension unless the items in transit are in a motor vehicle which is either attended or locked or in a locked building or compound and there is evidence of forcible and violent entry to or from the motor vehicle, locked building or compound;
- c) This extension of cover is subject to the **excess** as stated in the Schedule.

## Section 3 - The Trailer

### A. COVER FOR THE TRAILER

Subject to the General Exclusions and the other terms of the Policy Wording (including the exclusions and other terms of this section) if your trailer is stated in the Schedule to be covered by this contract of insurance we shall cover you in respect of physical loss of or damage to the trailer caused by:

1. theft or attempted theft;
2. fire, explosion, lightning or earthquake;
3. collision or accident whilst in use;
4. malicious acts of third parties (including vandalism);
5. **civil disturbance and terrorism**;
6. perils of the seas or other navigable waters if the trailer is being transported on a vessel employed on an advertised ferry service within the **cruising area**.

### B. EXCLUSIONS TO COVER FOR THE TRAILER

We do not cover loss of or damage to:

1. The trailer caused by theft or attempted theft:
  - a) during preparations for or in the course of towage unless the trailer is securely locked to the road vehicle and the road vehicle is either occupied or securely locked; or
  - b) otherwise than during the preparation for or in the course of towage unless the trailer is secured by a **wheel clamp** and left in a safe place or is in a locked place of storage.
2. The trailer caused by theft or malicious act if you fail to exercise reasonable care in choosing a safe place to park the trailer.
3. The trailer tyres caused by the application of brakes or by punctures, cuts or bruises or by wear and tear.

### C. AMOUNT PAYABLE IN THE EVENT OF LOSS OF OR DAMAGE TO THE TRAILER

1. Actual and constructive total loss

If the trailer is an **actual or constructive total loss** we will pay the **insured value** as stated in the Schedule.

2. Partial loss

For a loss which is neither an **actual or a constructive total loss**, we will reimburse you the reasonable cost of recovering the trailer and the reasonable cost of effecting repairs less the applicable **excess** noted on the Schedule.

## Section 4 - Personal Property

### A. COVER FOR PERSONAL PROPERTY

Subject to the General Exclusions and the other terms of the Policy Wording (including the exclusions and other terms of this section) we will pay you and/or your **immediate family** for loss of or damage to any item of **personal property** for which an **insured value** is stated in the Schedule, provided that at the time when the loss or damage occurred, the **personal property** is:

1. on board the **vessel**; or
2. being used in connection with the **vessel**; or
3. in transit by road (but not under a contract of carriage) between your normal place of residence and the **vessel**.

### B. EXCLUSIONS TO COVER FOR PERSONAL PROPERTY

1. We do not cover loss or damage to:-

- a) **personal property** of any description caused by:
  - i. theft unless the **personal property** is either:
    - a) inside a locked compartment on board the **vessel** or in a locked building ashore; or
    - b) in a motor vehicle which between the hours of sunrise and sunset is occupied or securely locked and between the hours of sunset and sunrise is securely locked and is in a locked building or compound;

and there is evidence of forcible and violent entry to or exit from either the compartment (under a) above) and/or motor vehicle and/or locked building or compound (under b) above).

- ii. wear, tear or depreciation; or
- iii. damp, rot, mould, mildew, corrosion or rust; or
- iv. moth; or

- v. mechanical or electrical breakdown or derangement.
- b) **personal property** of a brittle nature from any cause except:
  - i. stranding, sinking, collision between the **vessel** and another vessel or other solid object (including ice but not water) or fire; or
  - ii. heavy weather; or
  - iii. the action of thieves, robbers or malicious persons.
- c) diving, fishing or sports equipment whilst in use.

### C. AMOUNT PAYABLE IN THE EVENT OF LOSS OF OR DAMAGE TO PERSONAL PROPERTY

1. Actual and constructive total loss

If an item of **specified personal property** is an **actual or constructive total loss** we will pay the **insured value** stated in the Schedule.

If an item of **unspecified personal property** is an **actual or constructive total loss** we will pay the value of the item up to a maximum of £1,000.

2. Remains

If we agree to pay the value of the **personal property** we shall be entitled:

- a) to require you to sell the remains (if any) and account to us for the proceeds of sale; or
- b) in our absolute discretion to take over the remains.

3. Partial loss

For a loss involving an item of **specified personal property** which is neither an **actual nor a constructive total loss**, we will reimburse you the reasonable cost of effecting repairs less the **excess** for **specified items** stated in the Schedule.

For a loss involving an item of **unspecified personal property** which is neither an **actual nor a**

**constructive total loss**, we will reimburse you the reasonable cost of effecting repairs up to a maximum of £1,000 less the **excess** for **specified items** stated in the Schedule.

#### **D. EXCLUSIONS TO AMOUNT PAYABLE**

1. We do not cover the cost of replacing any undamaged item or parts of items forming part of a set or collection or other article of a uniform nature, colour or design where the remaining item or items are still usable and the loss or damage occurs:

- a) within a clearly identifiable area or to a specific part; and
- b) replacements cannot be matched.

## Section 5 - Third Party Liability

### A. COVER FOR LIABILITY TO THIRD PARTIES

Subject to the General Exclusions and the other terms of the Policy Wording (including the exclusions and other terms of this section) we will cover you and any person using the **vessel** with your permission against third party liability (including, but not limited to, liability for wreck removal and damage caused by oil pollution) arising out of the **insured person's** interest in or use of the **vessel**.

### B. EXCLUSIONS TO COVER FOR LIABILITY TO THIRD PARTIES

1. We do not cover the liability of persons:

- a) employed in connection with the **vessel** in any capacity whatsoever, except the crew and those employed persons (if any) whom we have agreed in writing to insure against third party liability;
- b) managing, operating, acting on behalf of or employed by boatyards and other facilities where vessels can be removed from or returned to the water, marinas, yacht clubs and sales agencies or similar organisations;
- c) while engaged in any sport which involves being towed by the **vessel** or its **boat/dinghy/tender** unless **Endorsement G** (Liabilities to and of Water Skiers) of Section 10 is stated in the Schedule;
- d) while engaged in snorkelling, scuba diving or other underwater sport including whilst disembarking or boarding.

2. We do not cover liability to persons:

- a) employed in connection with the **vessel** in any capacity whatsoever;
- b) while engaged in any sport which involves being towed by the **vessel** or its **boat/dinghy/tender** unless **Endorsement G** (Liabilities to and of Water Skiers) of Section 10 is stated in the Schedule;

- c) While engaged in snorkelling, scuba diving or other underwater sport from the **vessel** or boat(s) including whilst disembarking or boarding other than liability to such person arising as a result of physical contact between such person and the **vessel**.

3. We will not cover liability caused or contributed to by recklessness or **wilful misconduct** on the part of the **insured person**.

4. We will not cover liability to third parties:

- a) caused or contributed to by the unintentional detachment of the trailer from the towing vehicle;
- b) as a result of an accident occurring on a highway or public or private place whilst the trailer is attached to the towing vehicle.

5. We will not cover liability arising out of a contract.

### C. AMOUNT PAYABLE IN RESPECT OF LIABILITY TO THIRD PARTIES

We will pay the following:

1. the amount which an **insured person** is held legally liable to pay to a third party, up to the Third Party Liability Limit stated in the Schedule in respect of any one event; and
2. the reasonable costs of an **insured person** in defending any claim brought against the **insured person**, provided that such costs are incurred with our prior written consent; and
3. the reasonable costs of an **insured person** at any inquest, inquiry or similar proceeding, provided that such costs are incurred with our prior oral or written consent.

### D. EXCLUSIONS TO AMOUNT PAYABLE IN RESPECT OF LIABILITY TO THIRD PARTIES

We will not pay fines or punitive or exemplary damages (however described).

## Section 6 - Personal Accident & Emergency Medical Expenses

### A. DEFINITIONS

The following words (in **bold text**) in this Section have meanings as defined below. Other words in bold text in this Section have the same meaning as defined in Section 1 D.

#### Accident/accidental

A sudden, unexpected, unusual, specific event that occurs at an identifiable time and place during the **period of cover**.

#### Bodily injury

An identifiable physical injury sustained by an **insured person** that:

- i. is caused by an **accident**, and
- ii. solely and independently of any cause except illness and disease or any naturally occurring condition or degenerative process which causes the death or disablement of the **insured person** within 12 calendar months from the date of the **accident**.

For the purposes of this definition, physical injury caused by the unavoidable exposure of the **insured person** to the elements shall be deemed to be **bodily injury**.

#### Insured person

You or any other person with your permission, but excluding any person employed in connection with the vessel in any capacity whatsoever, aged between 18 and 69 years at the time of the **accident**, on board, or whilst embarking on or disembarking from, the **vessel**.

#### Loss of limb

Physical, permanent and total loss of use at or above the wrist or ankle.

### B. COVER FOR PERSONAL ACCIDENT

Subject to the General Exclusions and the other terms of the Policy Wording (including the exclusions and other terms of this section), whilst the **vessel** is used for private pleasure purposes, we shall pay to an **insured person** the amount set out in the Table of Benefits below (subject to the any one **accident** limits) if during the **period of cover** the **insured person** sustains **bodily injury** that results in the insured person's death or a

disability of a kind specified in that Table of Benefits.

### C. TABLE OF BENEFITS

1	Death	£15,000
2	<b>Loss of one or more limbs</b>	£15,000
3	Total loss of sight in one or both eyes	£15,000
4	Permanent total disablement after 52 weeks	£15,000

Our liability under this Section is limited to £15,000 per **insured person** and £75,000 in total in respect of any one **accident**.

If more than 5 persons, each being an **insured person**, sustain **bodily injury** in one accident or series of accidents arising out of one event, the individual sum to which each **insured person** is entitled in accordance with the Table of Benefits will be proportionally reduced until their total does not exceed £75,000.

### D. EXCLUSIONS TO COVER FOR PERSONAL ACCIDENT

1. We shall not be liable for claims (including but not limited to damage, liability, costs or expenses) arising out of or in connection with:
  - a) any pre-existing illness or injury;
  - b) pregnancy;
  - c) death or disablement arising after 12 months from the date of the **accident**;
  - d) any suicide or attempted suicide;
  - e) **bodily injury** or death to any **insured person** whilst under the influence of alcohol or drugs other than the drugs taken for a medical condition.

#### **E. SPECIAL CONDITIONS APPLYING TO COVER FOR PERSONAL ACCIDENT**

In the event of a claim under this Section 6 we may require the **insured person** to agree to a medical examination by our appointed medical experts.

#### **F. COVER FOR EMERGENCY MEDICAL EXPENSES**

We will pay doctor's or surgeon's fees up to a maximum of £500 as a direct result of the **insured person** accidentally suffering an injury while on the **vessel**.



## Section 7 - General Exclusions (which apply to the whole of this policy)

### A. We will not pay any claims for loss, damage, liability or expense directly or indirectly arising:

1. whilst the **vessel** is operating outside the **cruising area** stated in the Schedule.

2. from:

a) **War**

b) Use of the **vessel** for hire, charter, reward or any other commercial activity unless **Endorsement E** of Section 10 is stated in the Schedule

c) Loss of use, loss of charter, loss of market value, loss or racing performance, loss of warranty coverage in respect of the **vessel** or any loss of revenue, profits, travel expenses or other indirect losses of any description.

d) Your failure to:

i. ensure that the **vessel** is **seaworthy** at the commencement of any voyage or trip;

ii. keep the **vessel** in a safe and suitable place when left afloat unattended;

iii. make appropriate arrangements for the regular inspection and care of the **vessel** when not in use for a period exceeding 30 days and when stationed outside your usual country of residence.

e) Any significant structural alteration or addition being made to the **vessel** during the **period of cover** without first obtaining our prior written consent.

f) The **vessel** (provided its overall length exceeds 9.15 metres) being sailed or driven single-handed beyond the limits of any river, harbour, port or marina:

i. between the hours of sunset and sunrise local time; and/or

ii. for a cumulative total distance exceeding 100 nautical miles per 24 hour period.

g) The **vessel** towing another vessel (other than the **vessel's boat/dinghy/tender**) or being towed by another vessel except in an emergency or when it is customary.

h) The **vessel** and/or its **boat/dinghy/tender** being fitted with an engine (including outboard motor) of greater power than the hull manufacturer's maximum specification.

### B. INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE

**This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.**

In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to or arising from:

i. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;

ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;

iii. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;

iv. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

v. any chemical, biological, biochemical or electromagnetic weapons.

**C. U.S.A. & CANADA ENDORSEMENT FOR THE  
INSTITUTE RADIOACTIVE CONTAMINATION,  
CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND  
ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE  
10/11/2003**

- i. This policy is subject to the Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause 10/11/2003 ("RACCBE"). The inclusion of RACCBE in this policy is material to Underwriters' willingness to provide coverage at the quoted terms, conditions and rates.
- ii. It is the intent of the parties to give maximum effect to RACCBE as permitted by law.
- iii. In the event that any portion of RACCBE may be found to be unenforceable in whole or in part under the law of any state, territory, district, commonwealth or possession of the U.S.A., or any province or territory of Canada, the remainder shall remain in full force and effect under the laws of that state, territory, district, commonwealth or possession, province or territory. Further, any such finding shall not alter the enforceability of RACCBE under the laws of any other state, territory, district, commonwealth or possession of the U.S.A., or any province or territory of Canada, to the fullest extent permitted by applicable law.

**D. INSTITUTE CYBER ATTACK EXCLUSION CLAUSE**

- i. Subject only to clause (ii) 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.
- ii. Where this clause is endorsed on policies covering 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 1.1 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.

**E. SANCTION LIMITATION AND EXCLUSION  
CLAUSE**

- i. No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer 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 8 - General Terms

### A. SALE OF OR CHANGE OF INTEREST IN THE VESSEL

If during the **period of cover** the legal and/or beneficial ownership of the **vessel** is sold or otherwise transferred, or in the case of a **vessel** owned by a company limited by shares, the ownership of more than 50% of the shares is sold or otherwise transferred in any one transaction or series of transactions to the same person, this contract of insurance will unless we otherwise agree in writing automatically be cancelled with effect from the date of the transfer. Provided no event has occurred which has given, or may give, rise to a claim under this contract of insurance then in the event of cancellation pursuant to this provision we shall return the premium paid for the unexpired **period of cover**.

### B. CANCELLATION

1. This contract of insurance may be cancelled by us at any time for any valid reason by giving 30 days' notice in writing either to you or to your nominated agent (if any) at the address stated in the Schedule.

2. Provided no event has occurred which has given, or may give, rise to a claim during the current **period of cover**, we shall return to you the proportion of the premium paid for the unexpired **period of cover**.

### C. ASSIGNMENT OF THE POLICY

We will not recognise any assignment of, or grant of interest in, either the contract of insurance or any monies payable under the contract of insurance. No such assignment or grant of interest shall be binding on us, unless a dated written notice of such assignment or grant of interest signed by you and by the assignor or grantor in the case of a subsequent assignment or grant, is produced to us and accepted in writing by us. The document recording the assignment or grant of interest itself shall be produced before payment of any monies payable under the contract of insurance.

### D. NO CLAIMS BONUS

1. Subject to the following terms and conditions you will be entitled on renewal to a no claims bonus as follows:

- a) 5% for the first claim-free year;
- b) 10% for the second consecutive claim-free year;
- c) 15% for the third consecutive claim-free year;
- d) 20% for the fourth consecutive and subsequent claim-free years.

2. The qualifications for a no claims bonus are that:

- a) you have made no claim in the previous **period of cover**; and
- b) the previous **period of cover** was for a period of 12 months, of which at least 4 months was for in-commission use; and
- c) you are renewing for a period of 12 months, of which at least 4 months is for in-commission use; and
- d) the **vessel** will not at any time during the new period of insurance be beyond the inland or coastal waters of EU member state countries, or countries bordering the Mediterranean or Baltic Sea or Norway, Switzerland or the Canary Islands; and
- e) the total sum insured does not exceed £200,000 sterling, or equivalent; and
- f) the premium payable for the new **period of cover** after deduction of the no claims bonus is not less than our minimum premium.

### E. ROAD TRANSIT

1. If the **vessel** is carried on a trailer you undertake to ensure that both the trailer and the towing vehicle are suitable for the purpose.

2. If any insured property is carried on the roof rack on an insured vehicle you undertake to ensure that:

- a) the insured property; and
- b) the roof rack; and

- c) the road vehicle are all suitable for the purpose; and
- d) all lashings and other fastenings are substantial and secure.

3. This Policy does not cover loss of or damage to the insured property or liability to a third party attributable to a breach of this undertaking.

#### F. GAS

If gas is used on board the **vessel**:

1. the installation and tubing must be to an approved standard; and
2. all gas containers must be secured against movement; and
3. all gas lockers must be properly vented to the exterior of the **vessel**.

We do not cover loss of or damage to the insured property or liability to a third party attributable to a breach of this term.

#### G. OTHER INSURANCES

We shall not pay for any loss or damage or provide any indemnity if at the time when the loss or damage occurred the **vessel**, the trailer, the **personal property** or the liability of the **insured person** is or would, but for this insurance, be covered by any other insurance. If, however, the **insured value** of the property covered by this Policy or the indemnity provided by this Policy is greater than the **insured value** or indemnity provided by such other insurance we shall, subject to the General Exclusions and the other terms of the Policy, pay the difference.

#### H. CANCELLATION CLAUSE - UNPAID PREMIUMS

1. If credit for the premium has been given by Admiral Marine Limited and the premium or a part-instalment is not received by the due date then subject to the Consumer Credit Act 1974 and regulations made thereunder you will be issued with written notice sent either to you or to your nominated agent (if any) giving you 10 days in which to remedy the default.

2. If on expiry of the 10 day notice period the premium or part-instalment has not been paid, your contract of insurance will be automatically cancelled as from 00.01 [local time] on the day on which the premium or part-instalment was due and we will have no liability under the contract of

insurance for any loss, damage, liability, expense or costs caused by or arising out of an event occurring after cancellation.

3. Automatic cancellation of the contract of insurance does not prejudice or affect our lien on the contract of insurance for any sums due to us under the contract of insurance or otherwise or any right which we have against you.

## Section 9 - Claims

To notify us of an occurrence which might give rise to a claim under this contract of insurance, you may telephone us on;

01722 416106;

or e-mail [claims@admiralyacht.com](mailto:claims@admiralyacht.com);

or write to the Claims Department, Admiral Marine Limited, 4 Barnack Centre, Blakey Road, Salisbury, SP1 2LP, United Kingdom.

1. In this Section **insured person** means any person whose property or liability is covered by this contract of insurance.

2. In the event of any occurrence which might give rise to a claim under this contract of insurance, the relevant **insured person** must:

- a) notify us as soon as possible; and
- b) complete and return to us promptly a Claim Form and a skipper's report of the occurrence if necessary and at his/her own expense provide us with any additional information which we may reasonably require; and
- c) notify the local Police immediately of any theft or criminal damage involving the insured property and obtain a crime reference number if applicable.
- d) in the event of Court action involving a third party:
  - i. within 7 days of receiving from us or our representative a draft witness statement setting out the relevant events, either sign and return to us or provide us with details of the corrections you require, with an explanation as to why they are necessary; and
  - ii. search for and provide to us all documents that we, or our representative, may require from you in relation to any claim under this contract of insurance; and

- iii. within 7 days of receiving from us or our representative a draft statement declaring that you have produced all relevant documents, either sign and return it to us or provide us with details of the corrections you require, with an explanation as to why they are necessary.

3. We shall have the absolute right in our discretion to decide where the insured property is to be repaired.

4. We shall have the absolute right in our discretion and at our expense:

- a) to commence or take over and conduct the defence of any claim against or prosecution of an **insured person** arising out of an occurrence which might give rise to a claim under this contract of insurance;
- b) to commence or take over and conduct any claim brought in the name of an **insured person** to recover sums which are or which might be payable under this contract of insurance;
- c) to commence or take over and conduct the representation of an **insured person** at any inquest, inquiry or similar proceedings which might give rise to a claim under this contract of insurance.

5. The relevant **insured person**:

- a) must take all reasonable steps to avert or minimise any loss that would be recoverable under this contract of insurance and to minimise liabilities to third parties.
- b) shall give us such assistance as we may reasonably request for the purpose of exercising our rights under this contract of insurance.

6. The **insured person** must pass on to us or other such person as we might direct as soon as possible, unanswered, all communications from third parties relating to any matter which has given, or may give, rise to a claim under this contract of insurance.

7. The relevant **insured person** must not without our prior written consent:

- a) admit liability;
- b) make any offer to settle or compromise or pay any claim by a third party which has given, or may give, rise to a claim under this contract of insurance.

#### 8. **WARNING**

If you or any relevant **insured person** make any claim, or any statement in connection with any claim, that you know to be false, exaggerated, fraudulent, dishonest or misleading or if you intentionally fail to disclose any material information in connection with a claim, then we will not be liable to pay the claim, may recover any sums already paid in respect of the claim and may (by written notice to you) terminate the contract with effect from the time of the fraudulent act.

If we elect to terminate the contract we will not be liable for any insured loss that occurs after the time of the fraudulent act and we will be entitled to retain in full any premium paid.

We also reserve the right to notify the Police of any such conduct.

## Section 10 - General Endorsements

Each of the following endorsements will apply to this contract of insurance if and only if stated in the Schedule.

### ENDORSEMENT A - HIGH SPEED

1. The actual or maximum designed speed of the **vessel**, and/or any **boat/dinghy/tender**, under engine power is in excess of 17 knots.

2. Subject to the General Exclusions and the other terms of the Policy Wording we shall cover physical loss of or damage to the **vessel**, and/or any **boat/dinghy/tender**, and liability to third parties.

3. We will not pay any claims for loss, damage, liability or expense directly or indirectly caused by or arising from:

- a) The **vessel** and/or its **boat/dinghy/tender**:
  - i. engaging in competition or undertaking any speed test or trial; or
  - ii. being driven by a person aged 16 years or under unless they hold an RYA Powerboat Level 2 (or equivalent) qualification and are supervised onboard or ashore by a responsible adult.
- b) The **vessel** and/or its **boat/dinghy/tender**, being a RIB, Jet RIB or Personal Water Craft, being driven by any person unless the engine cut out device fitted to the **vessel** and/or its **boat/dinghy/tender** is maintained in efficient working order and used at all times whilst the craft is underway.
- c) Fire or explosion onboard the **vessel**, being fitted with inboard **machinery**, unless the **vessel** is equipped:
  - i. in the engine compartment with an adequate fire extinguishing system which operates automatically or is operable from the steering position and which is properly installed and maintained in an efficient working order; and
  - ii. in the galley with a portable fire extinguisher in efficient working order of not less than 2kg and a fire blanket.

d) The **vessel** of any type being 6.5 metres or less in length (excluding external **machinery**):

i. unless:

- a) moored as stated in the Schedule; or
- b) attended whilst afloat; or
- c) in a closed building or other secure place of storage or place of repair which will be locked when unattended and, if on a trailer, the trailer immobilised by a **wheel clamp**; or

d) ashore in a secure dry berth facility except when left afloat temporarily in the care of the facility following launch or prior to lifting out and, if on a trailer, the trailer immobilised by a **wheel clamp**; or

e) on a trailer which is either:

- i. attended; or
- ii. secured by a **wheel clamp**; or

iii. securely locked to an occupied or locked motor vehicle.

ii. in respect of stranding, sinking, swamping, immersion or breaking adrift of the **vessel** while it is left moored or anchored unmanned off any exposed beach or shore.

e) The **vessel**, not being a RIB, being 6.5 metres or less in length (excluding external **machinery**) being left afloat unattended unless:

- i. a tonneau cover is fixed securely in position; or
- ii. an automatic bilge pump is fitted and maintained in efficient working order.

## ENDORSEMENT B - TRANSIT

Subject to the General Exclusions and the other terms of the Policy we shall cover the **vessel** against the risks excluded by Section 2 B 7 (a). There is no cover under this **endorsement** unless a professional haulier is used.

## ENDORSEMENT E - SKIPPER CHARTER

1. Subject to the General Exclusions and other terms of the policy we shall cover the **vessel** whilst being used for skipper charter.

2. There is no cover under this **endorsement** unless:

- a) either you or your skipper, who must be certificated to an appropriate standard to operate the **vessel** for the stated purposes, are on board and in control of the **vessel** at all times whilst the **vessel** is underway.
- b) the **vessel** is compliant with commercial use regulations of its flag state.

3. Cover for liability to third parties is in accordance with Section 5 (Liability to Third Parties) of the Policy.

## ENDORSEMENT F - RACING RISKS

1. The exclusion from cover contained in Section 2 B 5 is hereby deleted.

2. The replacement cost of all sails carried, whether set or not, masts, spars and standing and running rigging is the amount stated in the Schedule as applicable to this **Endorsement**.

3. In the case of loss or damage to the **vessel's** sails, masts, spars or standing or running rigging while racing caused by events not falling within Section 2 B. 5:

- a) the amount payable will be limited to two thirds of the cost of repair or replacement; but
- b) no deductions will be made under Section 2 D. 2 and the **excess** stated in the Schedule will not apply.

## ENDORSEMENT G - LIABILITIES TO AND OF WATER SKIERS

1. Subject to the General Exclusions and the other terms of the Policy we shall cover third party liabilities to and of water skiers up to the amount

stated in the Schedule as applicable to this **Endorsement**.

2. There is no cover under this **endorsement** if:

- a) in addition to the driver the towing boat does not carry a responsible person to watch the persons being towed.
- b) more than two persons or two items are towed at any one time with the exception of a banana when only one will be towed.
- c) the **vessel** tows any device except water skis, "donuts", "bananas" or wakeboards.
- d) the manufacturer's guidelines and recommendations are not complied with.

## ENDORSEMENT H - CREW

There is no cover under this policy unless the number of competent crew on board when your **vessel** is underway is at least the minimum number of persons stated in the Schedule relating to this **Endorsement**.

## ENDORSEMENT M - MARINA BENEFITS

1. If during the current period of insurance you make a claim for loss or damage to the **vessel** caused while it is moored or ashore at the Marina stated in the Schedule:-

- a) we shall not deduct any **excess** that would otherwise be applicable from the amount payable;
- b) for the purposes of the no claims discount provisions of Section 8 D. the current period of insurance shall be deemed to be a claim-free year.

2. The provisions of Paragraph 1 do not apply to a second or subsequent claim within the same period of insurance.

## ENDORSEMENT O - COVER FOR THIRD PARTY LIABILITY ONLY

1. This Policy only covers you in respect of liability to third parties arising out of your interest in or use of the **vessel**.

2. The cover is subject to the General Exclusions and other terms of the Policy as applicable, and in particular the terms of paragraphs B - D of Section 5.



3. This Policy does not cover you in respect of liability to third parties arising:-

- a) because the **vessel** is, or may be, a wreck; or
- b) because of actual or threatened oil pollution.

4. The cover is subject to the limit stated in the Schedule as applicable to any one event.

#### **ENDORSEMENT P - MACHINERY DAMAGE INSURANCE**

Subject to the General Exclusions and the other Terms of the Policy we shall cover you for loss of or damage to **Machinery** caused by:

1. **Latent defects** in the hull or **machinery** or breakage of shafts (excluding the cost and expense of replacing or repairing the defective part or broken shaft).

2. The negligence of any person whatsoever, but excluding the cost of making good any defect resulting from either negligence or breach of contract in respect of any repair or alteration work carried out for your account or in respect of the maintenance of the **vessel**.

3. Heavy weather.

#### **ENDORSEMENT R - RIG EXCLUSION**

In no case shall this insurance cover loss of or damage to:

- 1. mast(s), spars, standing or running rigging; or
- 2. sails hoisted or set or in the case of self-furling gear any sail attached to the mast(s) or spar(s) or
- 3. anything attached to the mast(s) or spar(s) directly or indirectly from any cause whatsoever except fire, lightning or explosion whilst the **vessel** is underway.

## Section 11 - Special Endorsements

Each of the following endorsements will apply to your Policy if and only if stated in the Schedule.

Endorsements 1, 2, 4, 5, 6, 7, 8, 9 and 10 only apply whilst the vessel is in the following area:

North of 9° North; South of 35° North;  
West of 55° West; East of 100° West

### ENDORSEMENT 1 - NAMED WINDSTORM - INCREASED EXCESS

Any claim in respect of loss (including actual and constructive total loss), damage, third party liability, expense or costs, which is directly or indirectly caused by, or contributed to, or arises from a **Named Windstorm** shall be subject to the increased **excess** stated in the Schedule as applicable to this **endorsement**.

### ENDORSEMENT 2 - NAMED WINDSTORM EXCLUSION

This Policy does not cover loss (including actual and constructive total loss), damage, third party liability, expense or costs directly or indirectly caused by, or contributed to, or arising from:

1. A **Named Windstorm**; and/or
2. The consequences of a **Named Windstorm**, including but not limited to theft, looting, riot, civil commotion or strife.

### ENDORSEMENT 3 - NAMED WINDSTORM REMAINING NORTH

In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to or arising from a **Named Windstorm** unless at the time of the loss, damage, liability or expense the **vessel** is north of the latitude or location, and during the period (both dates inclusive) stated in the Schedule as applicable to this **endorsement**.

### ENDORSEMENT 4 - NAMED WINDSTORM REMAINING SOUTH

This Policy does not cover loss (including actual and constructive total loss), damage, third party liability, expense or costs directly or indirectly caused by, or contributed to, or arising from a **Named Windstorm** unless at the time of the loss,

damage, liability or expense the **vessel** is south of the latitude or location, and during the period (both dates inclusive), stated in the Schedule as applicable to this **endorsement**.

### ENDORSEMENT 5 - NAMED WINDSTORM PREPAREDNESS CLAUSE

This Policy does not cover loss (including actual and constructive total loss), damage, third party liability, expense or costs directly or indirectly caused by, or contributed to, or arising from a **Named Windstorm**, unless at the time of the event or occurrence giving rise to the loss, damage, third party liability, expenses or costs the **vessel** is in commission or laid-up afloat or ashore in the applicable manner described in the relevant Hurricane Area Questionnaire(s) completed, by you and agreed by, us as stated in the Schedule as applicable to this **endorsement**.

### ENDORSEMENT 6 - NAMED WINDSTORM TIE DOWN CLAUSE (MAST UNSTEPPED)

During the period (both dates inclusive) stated in the Schedule as applicable to this endorsement this Policy does not cover loss (including actual and constructive total loss), damage, third party liability, expense or costs directly or indirectly caused by, or contributed to, or arising from a **named windstorm**, unless at the time of the event or occurrence giving rise to the loss, damage, third party liability, expense or costs:

1. The **vessel** is:
  - a) if a monohull, laid-up ashore supported by props chained or welded together professionally; and
  - b) whether a monohull or a multihull, tied down with heavy-duty webbing which is attached to a minimum of four anchor points and which can be tensioned using ratchets; and
  - c) stored in a designated area with other boats in a similar state of preparation; and
2. The mast is unstepped and is stored in a purpose-built mast rack.

#### **ENDORSEMENT 7 - NAMED WINDSTORM TIE DOWN CLAUSE (MAST STEPPED)**

During the period (both dates inclusive) stated in the Schedule as applicable to this **endorsement** this Policy does not cover loss (including actual and constructive total loss), damage, third party liability, expense or costs directly or indirectly caused by, or contributed to, or arising from a **named windstorm**, unless at the time of the event or occurrence giving rise to the loss, damage, third party liability, expense or costs the **vessel** is:

- a) if a monohull, laid-up ashore supported by props chained or welded together professionally; and
- b) whether a monohull or a multihull, tied down with heavy-duty webbing which is attached to a minimum of four anchor points and which can be tensioned using ratchets; and
- c) stored in a designated area with other boats in a similar state of preparation.

#### **ENDORSEMENT 8 - NAMED WINDSTORM CRADLE CLAUSE (MAST UNSTEPPED)**

During the period (both dates inclusive) stated in the Schedule as applicable to this **endorsement** this Policy does not cover loss (including actual and constructive total loss), damage, third party liability, expense or costs directly or indirectly caused by, or contributed to, or arising from a **Named Windstorm**, unless at the time of the event or occurrence giving rise to the loss, damage, third party liability, expense or costs:

1. The **vessel** is:
  - a) In a purpose-built cradle made of fabricated steel, suitable for the size and weight of the **vessel**; and
  - b) Tied down to ground anchor points with heavy-duty webbing which is capable of being tensioned using ratchets; and
  - c) stored in a designated area with other boats in a similar state of preparation.
2. The mast is unstepped and is stored in a purpose-built mast rack.

#### **ENDORSEMENT 9 - NAMED WINDSTORM CRADLE CLAUSE (MAST STEPPED)**

During the period (both dates inclusive) stated in the Schedule as applicable to this **endorsement**

this Policy does not cover loss (including actual and constructive total loss), damage, third party liability, expense or costs directly or indirectly caused by, or contributed to, or arising from a **Named Windstorm**, unless at the time of the event or occurrence giving rise to the loss, damage, third party liability, expense or costs the **vessel** is:

- a) In a purpose-built cradle made of fabricated steel, suitable for the size and weight of the **vessel**; and
- b) Tied down to ground anchor points with heavy-duty webbing which is capable of being tensioned using ratchets; and
- c) Stored in a designated area with other boats in a similar state of preparation.

#### **ENDORSEMENT 10 - WINDAGE EXCLUSION CLAUSE**

This Policy does not cover loss (including actual and constructive total loss), damage, third party liability, expense or costs directly or indirectly caused by, or contributed to, or arising from a **Named Windstorm**, unless at the time of the event or occurrence giving rise to the loss, damage, third party liability, expenses or costs all the **vessel's** sails (except main sails furled in mast or in boom) and **protective covers** (including shrink wrapping, if any) have been removed and stored inside the **vessel** or a securely locked building ashore. This **endorsement** does not apply if the **vessel** is underway.

#### **ENDORSEMENT 11 - LIGHTNING - INCREASED EXCESS**

Any claim in respect of loss (including actual and constructive total loss), damage, third party liability, expense or costs, which is directly or indirectly caused by, or contributed to, or arises from lightning shall be subject to the increased **excess** stated in the Schedule as applicable to this **endorsement**.

#### **ENDORSEMENT 12 - NAMED WINDSTORM (PACIFIC) EXCLUSION**

**This clause shall be paramount and shall override anything in this insurance inconsistent therewith.**

This Policy does not cover loss (including actual and constructive total loss), damage, third party liability, expense or costs directly or indirectly caused by, or contributed to, or arising from a **Named Windstorm** if the event or occurrence giving rise to the loss, damage, third party

liability, expense or costs occurs between 1<sup>st</sup> December and 31<sup>st</sup> March (both days inclusive) and the **vessel** is within the following area:

North of 30° South, south of 12° South, west of 150° West, east of 142° East.



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