

THE QUADRANT

Yacht and Motor Boat Policy



Arranged by Mercia Marine (Underwriting) Limited

Quadrant Policy Terms and Conditions

The proposal form completed by or on behalf of the Assured shall be a tacit agreement (between the Assured and Insurers hereon) as to this contract of insurance. If anything stated in the proposal form is materially untrue, or if any material information has been omitted, then at the option of the Insurers this policy may be cancelled and avoided from inception. The duty of disclosure is a continuing one: on every renewal, the Assured is taken to repeat the contents of the Proposal Form which should accordingly be updated with any material change in circumstances that would effect Insurers assessment of the risks.

Section 1 - All Risks

- 1.1 Subject to the terms of this policy and the attached schedule, cover is provided for All Risks of Physical Loss of or Damage to the Vessel ("Vessel" means the named vessel and tender(s) windsurfers and trailers described in the schedule, and the equipment and accessories normally needed on board in the use and maintenance of the Vessel including Hull, engines, machinery, masts, spars, rigging, sails, equipment, furniture and accessories on board hereinafter referred to as the Vessel) being caused by any fortuitous accidental cause including latent defect or by the negligent or malicious act of any person or by theft, or by the act of any government authority done for the purpose of preventing or mitigating pollution or risk of pollution resulting from loss of or damage to the Vessel if such loss or damage is covered by this insurance.
- 1.2 Cover continues while the Vessel is in transit by road, rail, car-ferry or air, including loading and unloading from the conveyance, on journeys starting and finishing on land adjacent to the Cruising range limits of use set out in the schedule, but no claim shall be allowed in respect of scratching, bruising and/or denting arising during transit otherwise covered by this clause or the cost of consequent repainting or re varnishing, or in respect of liability to third parties howsoever arising in the course of such transit.
- 1.3 The Vessel is covered whilst anchored, moored or navigating within the limits of the Cruising range in the schedule including whilst aground at customary berth, at place of storage ashore, including lifting out and launching, whilst being moved in shipyard or marina, whilst being dismantled, fitted out, refitted, overhauled, undergoing major repair or alteration. Gear and equipment are covered whether on board the Vessel or not, whilst in transit to and from place of storage ashore, and whilst in storage ashore, always subject to the terms and conditions of this policy.
- 1.4 It is tacitly agreed between the Assured and Insurers hereon that the Vessel shall at all times be used only for the private pleasure purposes of the Assured.
If expressly agreed by the Insurers, and in consideration of the payment of an additional premium if required, this policy is extended so as to afford cover whilst the Vessel is in use in consideration of payment, hire or reward.
- 1.4.1 When cover is extended the Vessel shall be under the supervision of a suitable qualified person, and that whilst under way she shall be under the command of such a person.
- 1.4.2 Unless the Vessel is manned by at least two persons of adequate physical strength, one of whom shall be a person experienced in the operation of this type of vessel and will be in command of the vessel which will not be navigated except between the hours of sunrise and sunset local time and for a cumulative distance not exceeding 50 nautical miles on any one day.
- 1.5 Including frost damage sustained by the Vessel's engines and machinery, provided, that the manufacturers' recommendations as set out in owners' manual in respect of engines and machinery are adhered to.
- 1.6 **Piracy** This insurance covers loss or damage to the insured vessel caused by piracy.
- 1.7 **Outboard Motors** Including falling off and dropping overboard of outboard motors.
- 1.8 **No Claims Bonus** In the event of no claims arising under this policy, the same having been in force 12 consecutive months (including a period in commission of not less than 4 months) the renewal premiums will be reduced (if continuing no claims) 5%, 10%, 15%, 20%, 25% and 30% (for 6 or more consecutive years' no claims) provided always that the reduction is allowed only against the following year's premium and is conditional on the policy being renewed and remaining in force for a further period of 12 months. The availability of a no claims bonus shall imply no obligation on Insurers to renew.
- 1.9 **Breach or Closure of a Waterway** (Applicable only to Vessels on UK inland waterways insured on 1.1,1.2, 1.3 1.4 & 1.5 conditions as above) subject to the Length of the Vessel not exceeding 72 feet and the age of the vessel not exceeding 25 years old, cover is extended without additional premium to include in accordance with Clause 1.2 during a-transit by road not exceeding 25 miles arranged by or on behalf of or under the supervision of British Waterways or Environment Agency or like bodies as a direct result or closure of breach of a waterway falling within their jurisdiction
- 1.10 **Fenders/Smoke Stacks** (Applicable only to Vessels on UK inland waterways and insured on 1.1,1.2, 1.3 1.4 & 1.5 conditions as above) Cover includes loss of or damage to bow and stern fenders permanently chained to the Vessel, and to the smoke-stacks, horns and searchlights permanently fixed to the superstructure of the Vessel, caused by theft provided such loss or damage has not resulted from want of due diligence by the named Assured and subject to there being reasonable evidence of the forcible removal of such items.
- 1.11 **Houseboat Clause**
Cover is extended to use of the Vessel as a temporary houseboat for the personal use of the named Assured ("the Assured"). Where the houseboat is unoccupied for more than 30 consecutive days it is a paramount Condition that it must be regularly checked at least every 30 days including full internal and external inspection by or on behalf of the Assured.
- 1.12 **Marina Excess Clause**
Applicable only to Vessels insured on 1.1, 1.2, 1.3 & 1.4 conditions as above. The policy excess does not apply to first claim arising during the policy period whilst the Vessel is in her home marina as specified in the schedule.
- 1.13 **Designed Speed of vessel**
It is agreed between Insurers and the Assured that the maximum designed speed of the Vessel does not exceed 17 knots including a boat or tender whose designed or actual maximum speed exceeds 17 knots even if the designed or actual maximum speed of the Vessel to which it is a boat or tender does not exceed 17 knots.
- 1.13.1 Where the Insurers have so agreed, to delete 1.13. the following conditions will apply.
A person experienced in the operation of this type of vessel shall be on board and in control at all times whilst vessel underway.

1.14. In addition to above Insurers will also pay for:-

1.14.1 Salvage of Vessel following any insured casualty provided that the Assured shall not without the consent of the Insurers make any admission of liability for salvage nor agree any salvage award. Nothing shall be payable under this insurance in respect of any salvage by any ship under the same or associated ownership, management or control, or by any entity connected or associated with the Assured.

1.14.2 Wreck removal of the Vessel from any place from which the Assured is required by the order of any competent authority to remove it, and the reasonable costs of disposal.

1.14.3 Bottom inspection; the reasonable cost of inspecting the bottom of the Vessel after a grounding, if reasonably incurred specifically for that purpose, even if no damage be found.

1.14.4 Medical Expenses

Any medical expenses or fees arising from the attendance of a qualified Medical Practitioner upon the Assured and/or member(s) of the crew who shall sustain accidental bodily injury arising directly from the insured vessel being stranded, sunk, burnt, on fire or in collision or contact with any external substance (ice included) other than water. Insurers limit of liability hereunder shall not exceed £1,000 or equivalent in respect of any one accident or series of accidents arising out of the same event.

All payments under 1.14 1-1.14.4 will be settled without application of any excess

1.15 Change of Ownership

Cover shall automatically cease on any change of ownership. If the Vessel is owned by a body corporate, a change in control of the body corporate shall be deemed to be a change of ownership.

1.16 Continuation of Insurance

If the Vessel is at sea when this policy expires, it shall automatically continue until the Vessel arrives safely at her next port of call, provided that prompt notice is given to the Insurers and any additional premium required is paid.

1.17 Due Diligence

The Assured shall at all times exercise due diligence to maintain the Vessel in a seaworthy condition, to see that she is properly fitted with all prudent safety equipment which shall be maintained in good working order, that the gas system is properly installed with copper piping and/or approved armoured tubing throughout the Vessel, and that when unattended she is properly moored and her accommodation and storage compartments are secured and locked, and to prevent pollution or the risk of pollution following damage to the Vessel.

1.18 Deductions

In respect of any claim for replacement of sails, protective covers, standing or running rigging, or outboard motors, there may be deducted such sum not exceeding one third of the claim as in the opinion of the Insurers shall represent the advantage to the Assured in receiving a new for old replacement.

1.19 Unrepaired Damage

1.19.1 The measure of indemnity in respect of claims for unrepaired damage shall be the reasonable depreciation in the market value of the Vessel at the time this policy terminates arising from such unrepaired damage, but not exceeding the reasonable cost of repairs.

1.19.2 In no case shall the Insurers be liable for unrepaired damage in the event of a subsequent total loss (whether or not covered under this insurance) sustained during the period covered by this policy or any extension thereof.

1.19.3 The Insurers shall not be liable in respect of unrepaired damage for more than the insured value at the time this policy terminates.

1.20 Constructive Total Loss

1.20.1 In ascertaining whether the Vessel is a constructive total loss, the insured value shall be taken as the repaired value and nothing in respect of the damaged or break-up value of the Vessel or wreck shall be taken into account.

1.20.2 No claim for constructive total loss based upon the cost of recovery and/or repair shall be recoverable hereunder unless such cost would exceed the insured value. In making this determination, only the cost relating to a single accident or sequence of damages arising from the same accident shall be taken into account.

1.21 Claims Procedure and Tenders

1.21.1 On the happening of any event which may give rise to a claim on this policy, the Assured must as soon as reasonably possible give notice as required in the schedule. If the Assured is aware of any claim form, summons or impending prosecution the Assured must give notice without delay as required in the Schedule. In the event of a claim for theft Insurers will require the Assured to supply documentary proof of ownership and/or proof of title prior to any claim settlement. In the event of a claim for theft or malicious damage, the Assured should also notify promptly the local police and obtain a Crime Reference Number.

1.21.2 The Assured must take all reasonable steps to minimise loss and damage to the Vessel and its contents and to minimise liabilities to third parties. Attention is drawn to clause **2. 5**.

1.21.3 If the Assured shall make any claim knowing it to be false or fraudulent dishonest or exaggerated then this policy shall be void from inception and the Insurers shall be entitled to retain any premium paid.

1.21.4 The Insurers shall be entitled to decide the port to which the vessel is to proceed after damage for docking or repairs. The Insurers shall also be entitled to decide where repairs will be carried out and may obtain or require repair estimates or quotations.

1.22. Exclusions:

this insurance does not cover against

- 1.22.1 any loss or damage caused by the malicious act of the Assured, any member of his family, or any person on board or having access to the Vessel with the consent of the Assured.
- 1.22.2 any loss or damage caused by wear, tear or deterioration.
- 1.22.3 the cost of replacing any part of the Vessel found to be latently defective.
- 1.22.4 the theft of the Vessel by any person having control of the Vessel with the consent of the Assured.
- 1.22.5 the theft of any outboard motor unless at the time of the theft it was either secured to the Vessel by an approved anti-theft device (other than its operating mounting), or was inside a locked cabin or locked storage compartment on board or ashore to which access was forcibly effected.
- 1.22.6 the theft of any of the Vessel's gear or equipment unless resulting from forcible entry into a locked cabin or locked storage compartment, on board or ashore.
- 1.22.7 the theft of any boat or tender to the Vessel unless permanently marked with the name of the Vessel or other unique means of identification.
- 1.22.8 the excess set out in the schedule in respect of each and every loss, being any loss or series of losses arising out of any one event or series of events resulting from any one cause.
- 1.22.9 loss of or damage to any mooring or any part thereof.
- 1.22.10 loss of or damage to protective covers or to sails split by the wind or blown away whilst set, unless consequent upon damage to the spars on which the sails are bent, or occasioned by the Vessel being stranded or in collision with any external substance (ice included) other than water.
- 1.22.11 loss of or damage to sails, masts spars or standing or running rigging whilst the Vessel is racing unless the loss or damage is caused by the Vessel being stranded, sunk, burnt, on fire or in collision or contact with any external substance (ice included) other than water. If agreed by Insurers, this exclusion may be deleted, and this insurance will cover the cost of replacing or repairing sails, masts, spars, standing and running rigging lost or damaged whilst racing. Insurers' liability under Clause 1.22.11 arising out of any one occurrence shall be calculated upon the basis of 2/3rds of the full replacement costs of all sails carried whether set or not, masts, spars, standing and running rigging and shall not exceed the sum stated for this purpose in the schedule. If the replacement cost exceeds the sum stated, the Assured shall be deemed to be his own insurer in respect of the uninsured balance.
- 1.22.12 loss or damage caused by any person with the knowledge of the Assured operating the vessel whilst under the influence of alcohol or drugs

Additional Exclusions applicable only to Vessels with a designed speed in excess of 17 knots

this insurance does not cover against

- 1.22.13 any claim for loss of damage to the vessel or any liability to any third party or for any salvage services:
- 1.22.14 resulting from or arising while the vessel is participating in racing or speed tests or any trials in connection therewith;
- 1.22.15 resulting from fire or explosion on board any speedboat having an engine room or engine space, unless such engine room or engine space is equipped with a fire extinguishing system automatically operated or having controls at the steering position or outside and adjacent to the engine room or engine space and properly installed and maintained in efficient working order.

1.23 War and Strike Risks

Subject always to the exclusions referred to under section 1.23.8, this Section 1.23 of this policy covers loss of or damage to the Vessel caused by:

- 1.23.1 war, civil war, revolution, rebellion, insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power.
- 1.23.2 capture, seizure, arrest, restraint or detainment, and the consequences thereof or any attempt thereat.
- 1.23.3 derelict mines, torpedoes, bombs or other derelict weapons of war.
- 1.23.4 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions.
- 1.23.5 Terrorists or any person acting from a political motive.
- 1.23.6 confiscation expropriation. nationalisation or deprivation provided that cover against the perils under Clause 1.23 (excepting of Clause 1.23.4) shall not apply before the Vessel has been launched or whilst she is hauled out ashore: provided also that if the Vessel shall have been the subject of capture, seizure, arrest, restraint, detainment, confiscation, expropriation, nationalisation or deprivation and the Assured shall thereby have lost the free use and disposal of the Vessel for a continuous period of 12 months, then for the purpose of ascertaining whether the Vessel is a constructive total loss the Assured shall be deemed to have been deprived of the possession of the Vessel without any likelihood of recovery.
- 1.23.7 All payments under Section 1.23 will be settled without application of any excess

War and Strikes Exclusions Clause

This insurance does not cover against all loss, damage, liability or expense arising from:

- 1.23.8 any detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter. hereinafter called a nuclear weapon of war
- 1.23.9 the outbreak of war (whether there be a declaration of war or not) between any of the following countries: UK, USA, France, Russian Federation, People's Republic of China.
- 1.23.10 requisition or pre-emption.
- 1.23.11 capture, seizure, arrest, restraint, detainment, confiscation, expropriation, nationalisation or deprivation by or under the order of the government or any public or local authority of the country in which the Vessel is owned or registered.
- 1.23.12 arrest, restraint, detainment, confiscation or expropriation under quarantine regulations or by reason or infringement of any customs or trading regulations.
- 1.23.13 the operation of ordinary judicial process, failure to provide security or to pay any fine or penalty or any financial cause.
- 1.23.14 any claim for losses, costs or expenses arising from delay.

War and Strikes Termination

Section 1.23 may be cancelled by either Insurers or the Assured on 7 days notice (such cancellation becoming effective on the expiry of 7 days from midnight of the day on which notice is issued by or to the Insurers). Whether or not such notice of cancellation has been given this insurance shall terminate automatically:

- 1.23.15 upon the occurrence of any hostile detonation of any nuclear weapon of war wheresoever or whensoever such detonation may occur and whether or not the Vessel may be involved.
- 1.23.16 upon the outbreak of war (whether there be a declaration of war or not) between any of the following countries:
UK USA, France, Russian Federation, People's Republic of China.
- 1.23.17 In the event of the Vessel being requisitioned, either for title or use.
- 1.23.18 In the event of either cancellation by notice or automatic termination of this insurance by reason of the operation of this clause, or the sale of the Vessel, a pro rata net return of premium shall be payable to the Assured (subject to Insurers retaining a minimum of three months earned premium).

1.24 Excess Clause

Except where stated herein to the contrary the amount specified within the schedule will be applied to claims recoverable hereunder except total loss and constructive total of the vessel hereby insured which shall be payable in full

Third Party Liability Section 2

- 2.1 Subject to the other terms of this policy, the persons having the benefit of this Section ("the Assured Person") are the Assured, any person having at the relevant time control of the Vessel with the consent of the Assured, and, if so agreed by Insurers, any person engaged in any of the activities listed in Section 2.7.5 (provided always that the Assured Person shall not include any person employed by any Assured Person in any capacity).
- 2.2 If any Assured Person shall by reason of his interest in or control of the Vessel incur any legal liability to any Third Party, the Insurers will indemnify him against such liability provided that the sum payable under this Section in respect of any claim or claims arising out of any one event or series of events resulting from any one cause shall not exceed the sum stated in the Schedule.
- 2.3 If with the consent of the Insurers an Assured Person defends any legal proceedings arising out of or in connection with an event in respect of which indemnity is afforded under this Section, including proceedings before a Coroner's Court, the Insurers will in addition to the limit of liability under this Section pay the legal costs incurred by an Assured Person and any legal costs he may be ordered to pay to any other party in connection with such proceedings.
- 2.4 The Insurers shall be entitled to take over and conduct in the name of any Assured Person any proceedings in respect of which indemnity is afforded under this Section, and any Assured Person shall afford the Insurers full co-operation in the conduct of such proceedings.
- 2.5 No admission of liability nor offer of settlement shall be made by or on behalf of any Assured Person without the consent of the Insurers. The making of any such admission or offer shall render cover under this Section void.
- 2.6 On the happening of any event which might give rise to a claim under this Section, any Assured Person shall as soon as reasonably possible give notice as required in the schedule.
- 2.7 **Exclusions**
No claim shall be allowed in respect of
 - 2.7.1 any person employed by any Assured Person in connection with the Vessel.
 - 2.7.2 any person on board the Vessel in consideration of payment, hire or reward.
 - 2.7.3 whilst the Vessel is on land being towed or transported.
 - 2.7.4 any person in control of the Vessel by reason of his occupation as marina operator, sales agent, mooring contractor, delivery contractor, slipway operator, shipbuilder or repairer, yacht club operator, or any like operation, or as an employee of any such entity.
 - 2.7.5 Unless otherwise agreed by Insurers, this Section does not cover any Assured Person in respect of any liability to any person engaged in water-skiing, bare-foot skiing, aqua-planing, parasending or any like activity whilst under tow of the Vessel or preparing or intended so to be towed.
 - 2.7.6 liability accepted by agreement or contract unless that liability would have existed otherwise
- 2.8 All payments under Section 2 will be settled without application of any excess

Section 3 - Personal Accident

- 3.1 **Scope of Cover**
Subject to the other terms of this policy, the Insurers will pay to the Assured Person or his executors or administrators the sum set out in the schedule if at any time during the Period of Insurance an Assured Person, shall sustain accidental bodily injury whilst aboard the Vessel named in this insurance, including embarking and disembarking therefrom and embarking or disembarking via a yacht tender not powered by a motor exceeding 5 HP, which event shall solely and independently of any other cause result in his death or disablement, as specified, within twelve calendar months from the date of the accident causing the injury.
Maximum limits of Compensation: Death or loss of one or more limbs or, the loss sight of one or both eyes, or permanent or total disablement £10,000 or equivalent any one person or £60,000 or equivalent any one accident or occurrence.
**** Limits shown above are as stated or equivalent in any other currency ****
- 3.2 "Assured Person" means the Owner of the Vessel and/or any other person whilst aboard the Vessel with the permission of the Owner (provided always that this definition shall not include any person employed by any named Assured).
- 3.3 "Loss of a Limb" means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.
- 3.4 "Permanent" means lasting for twelve consecutive months and at the end of that time being without hope of improvement.
- 3.5 "Total Disablement" means disablement which prevents the Assured Person from engaging in his usual occupation.

- 3.6 Conditions.
- 3.6.1 If a claim hereunder relates to more than six Assured Persons arising out of an accident covered hereunder, then the maximum limit of Compensation per Assured Person shall proportionately be reduced until their total does not in the aggregate exceed £60,000 or equivalent.
- 3.6.2 Written notice must be given as required in the schedule as soon as practicable in the event of any accident which causes or may cause a claim to be made. If disablement results or may result the Assured Person must place himself as early as possible under the care of a qualified medical practitioner.
- 3.6.3 the event of a claim under this Section the Assured Person will permit the Insurers' own appointed medical adviser(s) to examine him as often as may be deemed necessary.
- 3.7 **Exclusions: Insurers will not be liable for death or disablement:**
- 3.7.1 if the Assured Person had reached his 70th birthday at the commencement date of this insurance.
- 3.7.2 directly or indirectly resulting from disease or natural causes or surgical treatment (unless rendered necessary by accidental bodily injury covered hereunder) or suicide or attempted suicide or intentional self injury or deliberate exposure to exceptional danger (except in an attempt to save human life) or the Assured Person's own criminal act.
- 3.7.3 consequent on war, invasion or civil war.
- 3.7.4 when the Vessel is used for purposes other than private pleasure use of the owner.
- 3.8 All payments under Section 3 will be settled without application of any excess

Section 4 - Personal Effects

This Section only operates where a separate amount in respect of Personal Effects is stated on the schedule.

- 4.1 Subject to the other terms of this policy, this Section provides cover in respect of all risks of physical loss or damage to the personal effects of the Assured and members of the Assured's family permanently residing with the Assured, from any external accidental cause, from the negligent or malicious act of any person and from theft.
- 4.2 This Section does not cover:
- 4.2.1 the excess set out in the Schedule in relation to each and every loss; "loss" meaning losses sustained by any one occasion.
- 4.2.2 theft while the Vessel is unattended, unless resulting from forcible entry into the Vessel or into any locked storage compartment on the Vessel.
- 4.2.3 damage caused by atmospheric conditions.
- 4.2.4 damage to electric, electronic or optical or photographic equipment by ingress of water unless sustained in circumstances in which the Vessel has become an actual or constructive total loss.
- 4.2.5 jewellery, specie, antiques, works of art, china, glass, consumable stores, documents, valuable securities, negotiable instruments, watches, furs, gold, platinum, silver, ornaments, fishing gear, spectacles, contact lenses, cameras, pedal cycles, sports equipment, travellers cheques, currency, cash, debit/credit cards, or any single item with a replacement value in excess of £ 350 or equivalent. In no event shall Insurers' liability exceed 10% of the amount of the hull value as set in the schedule or as may be specifically agreed.
- 4.2.6 any loss or damage caused by the malicious act of or theft by the Assured, or any member of his family, or any person on board or having access to the Vessel with the consent of the Assured.
- 4.2.7 **Average**
If any of the personal effects hereby insured shall prior to any damage to such property by any peril hereby insured against, be collectively of a greater value than the sum insured for personal effects stated in the Schedule, then the Assured shall be considered to be his own insurer for the difference and shall bear a rateable share of the loss accordingly.
- 4.3 **Non-Contribution**
If any of the personal effects hereby insured shall at the time of any destruction of or damage to such property by any peril hereby insured against, be also covered by any other insurance, then this policy shall not insure the same except only as regards any excess of value beyond the amount of such other insurance(s), which said excess is declared to be under the protection of this policy and subject to average as aforesaid.
- 4.4 **Transit**
Cover under this Section begins at the commencement of transit from the place of ordinary residence of each Assured Person, continues during the ordinary course of transit to the Vessel, while the personal effects are on board the Vessel, during the ordinary course of transit to the place of ordinary residence of each Assured Person, and terminates on arrival at such place of ordinary residence, provided that the period of transit to and from the Vessel shall not exceed seven days for any one return journey.
- 4.5 All payments under Section 4 will be settled without application of any excess

Section 5 - General Conditions Applicable to all Sections of this Policy

- 5.1 **Cancellation and Return of Premium**
This policy may be cancelled at any time upon 30 days' notice by the Insurers or the Assured. Pro-rata net daily return of premium shall be made effective from the date the policy becomes cancelled net of minimum three months earned premium, unless a claim has or will be made in respect of the period prior to such termination of cover or as may be specifically agreed by Insurers.

5.2 Notices, Law and Jurisdiction

Any notices required by this policy to be given by the Insurers to the Assured may be given by letter posted to the Assured's address stated in the Schedule. Any notices required by this policy to be given by the Assured to the Insurers may be given by delivery to them of such notice as is required in the schedule.

5.3 Insurance Companies (Third Insurance Directives) Regulations 1994

Insurers and the Assured are entitled to choose the law applying to this insurance. Insurers propose that the following law shall apply.

- 5.3.1 the law applying to that part of the UK, Channel Islands or Isle of Man in which the Assured or (if applicable) the first named policyholder lives, or
- 5.3.2 in the case of a business, the law applying to that part of the UK, Channel Islands or Isle of Man where it has its principle place of business; or
- 5.3.3 failing the application of either of the above, the law of England and Wales.

In the absence of any written agreement to the contrary English Law shall apply.

5.4 Duty of Assured

- 5.4.1 In the case of any loss or misfortune it is the duty of the Assured their servants and agents to take such measures as may be reasonable for the purpose of averting or minimising a loss which would be recoverable under this policy.
- 5.4.2 Subject to the other terms of this policy Insurers will contribute to charges properly and reasonably incurred by the Assured their servants or agents for such measures. General salvage, salvage charges, collision defence or attack costs and costs incurred by the Assured in contesting liability.
- 5.4.3 The Assured shall render to the Insurers all possible aid in obtaining information and evidence should the Insurers desire to take proceedings at their own expense and for their own benefit in the name of the Assured to recover compensation or to secure an indemnity from any third party in respect of anything covered by this policy.
- 5.4.4 Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subject matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.
- 5.4.5 Any sum recoverable under this clause shall be in addition to the loss otherwise recoverable under this policy but in no circumstances shall amounts recoverable under this policy exceed the sum insured in respect of the vessel.

5.5 Radioactive Contamination Exclusion Clause

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter 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.

5.6 Chemical, Biological, Bio-Chemical, Electromagnetic Weapons And Cyber Attack Exclusion Clause

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from any chemical, biological, bio-chemical or electromagnetic weapon the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system.

Section 6 - Complaints handling

We care about the service we provide to our customers and set ourselves high standards. If we do not meet your expectations or you are dissatisfied in some way we would like to know. If you have a problem, please follow the steps outlined below.

6.1 Step one

The issue can be raised orally or in writing to the person at your brokers or agent handling your insurance. Please have your Policy or claim number ready as a reference.

6.2 Step two

Within 5 business days of receipt, your broker or agent will send you an acknowledgement in writing, informing you of the person who will be dealing with your concerns, and confirming our understanding of the issues you raised, if appropriate.

If we are unable to respond immediately, a written response will be given within 20 business days, unless the issue is sufficiently complicated to warrant further investigation, or if it requires a review of information outstanding from a third party, in which case you will be advised accordingly. If we have to do this we will inform you in writing of the reasons why we have been unable to resolve your problem and why we need more time to do so. We will also tell you when you can expect our final response.

6.3 Step three

If you are unable to resolve the situation and wish to make a complaint, you can do so at any time by referring the matter to Policyholder and Market Assistance, Lloyds, One Lime Street, London, EC3M 7HA.

Tel: 020 7327 5693

Fax: 020 7327 5225

E-mail: lloyds-regulatory-complaints@lloyds.com

Copies of our complaints procedures are also available from the above address.

6.4 Step four

Complaints that cannot be resolved by Policyholder and Market Assistance may be referred to the Financial Ombudsman Service.

SPECIAL CLAUSES AND ENDORSEMENTS – IMPORTANT

The following Special Clauses apply to the policy only when stated in the Schedule

A Permission to Charter Clause

This policy is extended to cover the Vessel on charter and the charterer (s) will be covered for the same risks as the Assured. This covers the Vessel for private pleasure purposes only and does not include any cover whatsoever if the charterer (s) fail(s) to comply with the terms of the charter agreement

B Liability Cover Only

It is agreed that cover under this policy is restricted to liabilities only under Section 2. The maximum limit of indemnity is £2,000,000 or as may be agreed by Insurers.

C Netting, Potting, Long-Lining

This policy is extended to cover the vessel whilst used for static fishing and long-lining the use of nets, pots, lines and similar gear and equipment but always excluding (1) all cover for fishing gear or equipment of whatever nature, (2) any liability arising from the positioning or use of such gear or equipment (3) any liability for or in respect of catch and gear or equipment as aforesaid (4) fishing machinery damage of whatsoever nature other than following total loss of the vessel and (5) the value of any fishing vessel licence. It is a condition of this insurance that the Assured or the Assured's qualified skipper is on board and in control of the Vessel at all times during use. Notwithstanding the foregoing the application of this endorsement in no way extends this insurance to cover liability to and of such qualified skipper and / or paid crew.

D Passengers

It is agreed that the vessel may be used for the carriage of fare-paying passengers up to the number stated in the schedule. The limit of liability is as stated in the schedule. It is a condition of this insurance that the Assured or the Assured's qualified skipper is on board and in control of the Vessel at all times during this use. It is also a condition of this insurance that the regulations and licensing requirements of all applicable authorities are complied with at all times.

Notwithstanding the foregoing this endorsement in no way extends this insurance to cover liability to and of such qualified skipper and/or paid crew.

E Skipper Charter

This policy is extended to cover the vessel whilst used for Skipper Charter.

It is a condition of this insurance that the Assured or the Assured's qualified skipper is on board and in control of the vessel at all times during this use. It is also a condition of this insurance that the regulations and licensing requirements of all applicable authorities are complied with at all times.

Notwithstanding the foregoing this endorsement in no way extends this insurance to cover liability to and of such qualified skipper and/or paid crew.

F Theft Clause

It is a condition of this insurance that the vessel will be taken and kept ashore on all occasions when not in use and, during the hours from sunset to sunrise, be kept in a lock-fast building or lock-fast enclosed compound. This requirement is in addition to any other security requirement stated in the policy.

G Single-Handed Sailing

It is agreed that the vessel may be sailed single handed by the Assured or any other competent persons (whose details of experience have been notified to and agreed by us) within the cruising limits stated in the schedule.

H Outboard Motors

It is a condition of this insurance that this policy excludes theft cover on the specified Outboard Motor until the engine number is advised to us.

I Home Drive Extension

It is agreed that the vessel may be kept on the driveway at the Assured's home address subject to the vessel being chained to a permanently fixed object in addition to agreed security devices being fitted and in operation.

J Permanent Houseboat Use

It is agreed that this policy is extended to cover use of the vessel as a permanent houseboat for the personal use of the tenant or policy holder and/or their family.

K Charter Fishing

This policy is extended to cover the vessel whilst used for pleasure angling parties but always excluding (1) all cover for fishing gear or equipment of whatever nature (2) any liability arising from the or use of such gear or equipment (3) any liability for or in respect of catch and gear or equipment as aforesaid. It is a condition of this insurance that the Assured or the Assured's qualified skipper is on board and in control of the Vessel at all times during use. Notwithstanding the foregoing the application of this endorsement in no way extends this insurance to cover liability to and of such qualified skipper and/ or paid crew.

(RE)INSURERS LIABILITY CLAUSE

(Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

21/6/07
LMA3333