your policy
Dear Boat Owner

It is my pleasure to enclose your insurance policy.

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

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

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

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

Thank you for insuring with Beazley.

Yours sincerely,

Clive Washbourn
Head of Marine
Beazley Group
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contacts

Claim helpline
Peter Philpott
Marine Claims Manager
Direct Dial: +44 (0)20 7674 7050

James Pooley
Marine Claims Manager
Direct Dial: +44 (0)20 7674 7432

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

Beazley head office
Plantation Place
60 Great Tower Street
London
EC3R 5AD
Switchboard Tel: +44 (0)20 7674 7000
How to make a Claim

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

Beazley Marine Claims Contact Details

Peter Philpott
Marine Claims Manager
Direct Dial: +44 (0)20 7674 7050
Email: yachtclaims@beazley.com

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

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

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

Claims Payments

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

Claims Procedure

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

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

The Assured must then take the following steps:

1) ensure that Insurers are informed about the event as soon as reasonably possible but in any event within 7 working days from discovery including the submission of all written particulars, supporting documentation and correspondence regarding the event including invoices, statements or other documents evidencing the amount being claimed and that the Assured does not admit, offer or promise payment without written consent of Insurers

2) take reasonable measures to safeguard or recover the insured Vessel or Craft, avoid or minimise any loss, damage or expense to the insured Vessel or Craft. Insurers will pay the costs of such measures provided that they are both reasonable and necessary

3) properly preserve and exercise all rights against third parties, specifically

a) do not release those parties from liability

b) inform the police as soon as possible after a theft has occurred

If a Salvage payment arising under this Policy, consult Insurers or Insurers’ nominated settling agent before signing any Salvage agreement.
Fraudulent Claims

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

Recovery Rights

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

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

Waiver

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

Waiver of Rights

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

Introduction

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

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

a. this Policy wording

b. the Schedule to this Policy

c. any Endorsement and or other written amendment to the Policy wording or to the Schedule, issued by or on behalf of the Insurers
Definitions

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

**Actual Total Loss**
Means a loss where the insured Vessel or Craft is completely destroyed or irretrievably lost.

**All Risks**
An All Risks policy covers damage due to some fortuitous circumstance or casualty, that is to say, an event occurring by accident or chance. These words should not be understood to cover all damage howsoever caused. Such damage as is inevitable from ordinary wear and tear and inevitable depreciation is not covered within the Policy.

**Assured/You/Your**
Means the individual (s) or company (ies) named in the Schedule, whose liability and property are covered by this Policy.

**Bodily Injury**
Sudden and accidental physical injury, excluding any sickness, disease or degenerative medical process.

**Constructive Total Loss**
A claim for Constructive Total Loss shall be recoverable when the cost of recovery and/or repair of the insured Vessel or Craft exceeds the insured value following an insured loss under the Policy.

**Consumable Stores**
Items such as food, drink, lubricants, fuel, paint and boiler water that are used up in the operation of the insured Vessel or Craft.

**Cruising Area**
Means the area permitted for navigation of the insured Vessel or Craft whilst In Commission as stated in the Schedule.

**Deductible or Excess**
Means the sum shown in the Schedule, this Policy, or an Endorsement to this Policy (if any) which any loss or claim must exceed before Insurers will be liable under this Policy and which Insurers will not be liable to pay in respect of each loss. The amount of the Deductible or Excess will be deducted from each and every loss, where applicable.

Where a Deductible or Excess is expressed as:
- A specified sum – it means the amount specified
- A percentage – it means the monetary equivalent of such percentage of each loss,

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

**Electronic Navigational Equipment**
Means a device used on the insured Vessel or Craft that integrates GPS data with an electronic navigational chart to assist You to plot and follow a course, and / or electronic self steering gear that maintains a chosen course without constant human action.

**Endorsement**
A change to the Policy agreed by Us in writing.
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fishing Gear</strong></td>
<td>Supplies and equipment used for and/or in relation to fishing</td>
</tr>
<tr>
<td><strong>Houseboat Use</strong></td>
<td>Means the permanent occupation of the insured Vessel or Craft as a dwelling place for a period in excess of thirty consecutive days during the Period of Insurance, unless the insured Vessel or Craft is cruising.</td>
</tr>
<tr>
<td><strong>Insurers/We/Us/Our</strong></td>
<td>Means Beazley Marine UK acting for and on behalf of Beazley Syndicate 2623/623 at Lloyd’s of London.</td>
</tr>
<tr>
<td><strong>In Commission</strong></td>
<td>Means the period when the insured Vessel or Craft is prepared and ready for the Assured’s immediate use.</td>
</tr>
<tr>
<td><strong>Laid up Out of Commission</strong></td>
<td>Means the agreed period stated in the Schedule when the insured Vessel or Craft is not prepared for immediate use by the Assured.</td>
</tr>
<tr>
<td><strong>Latent Defect</strong></td>
<td>A defect which is not discoverable by the exercise of reasonable care.</td>
</tr>
<tr>
<td><strong>Limits</strong></td>
<td>This is the maximum extent of Insurers’ liability for any one accident or loss.</td>
</tr>
<tr>
<td><strong>Loss of Limbs</strong></td>
<td>Loss by physical separation at or above the wrist or ankle or the total and permanent loss of use of one, or more than one entire hand, arm, leg or foot.</td>
</tr>
<tr>
<td><strong>Malicious Code</strong></td>
<td>A virus, Trojan horse, worm or any other similar software program, code or script intentionally designed to insert itself into computer memory or onto a computer disk and spread itself from one computer to another.</td>
</tr>
<tr>
<td><strong>Period of Insurance</strong></td>
<td>As stated in the Schedule. Cover will not attach prior to the beginning of the period stated and will cease at the end of the period.</td>
</tr>
<tr>
<td><strong>Permanent Total Disablement</strong></td>
<td>Disablement lasting for 52 consecutive weeks and will in all probability prevent a person from engaging in their usual occupation and where there is no prospect of recovery.</td>
</tr>
<tr>
<td><strong>Personal Effects</strong></td>
<td>Includes items of clothing and articles of a personal nature which are kept or used on board the insured Vessel or Craft that are not normally sold with the insured Vessel or Craft.</td>
</tr>
<tr>
<td><strong>Policy</strong></td>
<td>Means this Policy wording, the current Schedule and any Endorsement, all of which are to be read together and any word or expression to which a specific meaning has been attached in any part of the Policy or the Schedule shall bear the same meaning wherever it may appear. In the event of any ambiguity between the Policy and the Schedule, the Schedule shall take precedence.</td>
</tr>
<tr>
<td><strong>Premium</strong></td>
<td>Means the Premium specified in the Schedule or, any Endorsement Premium.</td>
</tr>
<tr>
<td><strong>Racing</strong></td>
<td>Means any organised yacht Racing event held under the auspices of a sailing club, a class association, the Royal Yachting Association or similar body. The insured Vessel or Craft is said to be Racing from the moment of the preparatory signal and continues until such time as the insured Vessel or Craft crosses the finishing line or signals retirement from the race.</td>
</tr>
<tr>
<td><strong>Renewal Premium</strong></td>
<td>The Premium paid when renewing this Policy to cover a subsequent Period of Insurance.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>----------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Salvage</td>
<td>A <strong>Salvage</strong> is an act or activity undertaken to assist a <strong>Vessel or Craft</strong> or property in danger, where that <strong>Vessel or Craft</strong> or property is in water.</td>
</tr>
<tr>
<td>Schedule</td>
<td>The document showing <strong>Your</strong> name, <strong>Your</strong>, address, and <strong>Your</strong> insurance details that <strong>We</strong> sent to <strong>You</strong> when <strong>We</strong> accepted this insurance, or following any subsequent amendment to <strong>Your</strong> cover, whichever is more recent.</td>
</tr>
<tr>
<td>Unattended</td>
<td>Means with no one authorised by the <strong>Assured</strong> keeping the insured <strong>Vessel or Craft</strong>, or any trailer onto which it has been loaded, under observation and able to observe any attempt to interfere with it with a reasonable prospect of preventing any authorised interference.</td>
</tr>
<tr>
<td>Unauthorised Access or Use</td>
<td>The gaining of access to or use of <strong>Electronic Navigational Equipment</strong> by an unauthorised person or persons or the use of <strong>Electronic Navigational Equipment</strong> in an unauthorised manner.</td>
</tr>
<tr>
<td>Vessel or Craft</td>
<td>Means the hull, machinery, furniture, fittings, gear and equipment such as would normally be sold with the insured <strong>Vessel or Craft</strong> if it were to change hands. This includes any dinghies or tenders permanently marked with the name or number of the insured <strong>Vessel or Craft</strong> and any outboard motors, additional equipment or trailer(s) whose sum insured is specified separately in the <strong>Schedule</strong>. For the purposes of this definition, the insured <strong>Vessel or Craft</strong> shall be deemed to include any part or parts of the insured <strong>Vessel or Craft</strong>.</td>
</tr>
<tr>
<td>War</td>
<td>Means international war; civil war, revolution or rebellion; and any act of hostility by a Nation State or State against another.</td>
</tr>
</tbody>
</table>
Your obligations

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

a) The insured **Vessel** or **Craft** must be used for private and pleasure purposes only and not let out for hire and reward or used for any other commercial purposes.

b) The insured **Vessel** or **Craft** must be used for lawful purposes only.

c) Permanent moorings must be inspected on a regular basis (at least once a year) and maintained in good order.

d) An insured **Vessel** or **Craft** under 17 feet length overall shall be hauled ashore at all times when not in use.

e) Road trailers must be immobilised when left **Unattended**.

f) The outboard Motor(s) shall be fitted with a recognised anti-theft device in addition to the normal method of attachment to the vessel its dinghies and or tenders.

g) **You** must exercise due care and diligence in safeguarding the insured **Vessel** or **Craft** at all times.

h) If bottled gas is used the insured **Vessel** or **Craft** shall be fitted with copper or flexible tubing to B.S.3212.

i) Whilst the insured **Vessel** or **Craft** is underway the **Assured** or other competent person must be on board and in charge of the insured **Vessel** or **Craft** at all times.

j) The insured **Vessel** or **Craft** shall not be used for **Houseboat Use**.

k) The insured **Vessel** or **Craft** must be maintained and kept in a seaworthy condition and all mandatory safety requirements and manufacturer’s recommended practices as stated in the Owner’s Manual, shall be complied with.
A) The Cover provided for the Vessel

Whilst In Commission and or Laid up Out of Commission

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

a) whilst In Commission at sea or on inland navigable waters or in port, docks, marinas, on ways, gridirons, pontoons or on the hard or mud or at place of storage ashore, including lifting or hauling out and launching, with permission to sail or navigate with or without pilots, to go on trial trips and to assist and to tow vessels or craft in distress, or as is customary, but it is a condition that any insured Vessel or Craft specified in the Schedule shall not be towed, except as is customary or when in need of assistance, or undertake towage or Salvage services under a contract.

b) while Laid up Out of Commission, including lifting or hauling out and launching, while being moved in a shipyard or marina, dismantling, fitting out, overhauling, normal maintenance, while undergoing temporary repairs, or while under survey, (also to include docking or undocking and periods Laid up Out of Commission afloat incidental to laying up or fitting out and with leave to shift in tow or otherwise to or from the lay-up berth but not outside the limits of the port or place in which the insured Vessel or Craft is Laid up Out of Commission) but excluding, unless notice be given to Insurers and any additional Premium required by them agreed, any period for which the insured Vessel or Craft is used for Houseboat Use or is under major repair or undergoing alteration

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

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

“All Risks” Clauses

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

Exclusions

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

a) loss or damage arising through or consequent upon loss of use, wear and tear and natural decay

b) loss of or damage to any Consumable Stores, Fishing Gear or moorings

c) repairing or replacing any defective part or parts condemned solely in consequence of a Latent Defect or error in design or construction

d) sails and protective covers split by the wind or blown away while set, unless in consequence of damage to the spars to which sails are bent, or occasioned by the insured Vessel or Craft being stranded or in collision or contact with any external substance (ice included) other than water

e) theft of any gear, equipment, and machinery unless:

   i) such items are permanent fixtures to the craft and are forcibly removed, or
ii) all loose items are stored below decks in locked cabins or in secure lockers on board the insured Vessel or Craft or in a locked place of storage ashore, or

iii) stolen with the insured Vessel or Craft

f) loss of or damage to outboard motors through their dropping off or falling overboard if not fitted with a safety chain at the time of loss, unless caused by fire or explosion or the insured Vessel or Craft being sunk, stranded or coming into contact with any external substance (other than water) or being immersed as a result of heavy weather

g) electrical or mechanical breakdown, failure or derangement unless caused by fire or explosion or the insured Vessel or Craft being sunk, stranded or coming into contact with any external substance (other than water) or being immersed as a result of heavy weather

h) the amount of any Excess or Deductible stated in the Schedule

i) unrepaired damage in the event of a subsequent Actual Total Loss or Constructive Total Loss sustained during the Period of Insurance

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

This Policy covers:

a) Any sum or sums in respect of any liability, claim, demand or damages and/or expenses which by reason of their interest in the insured Vessel or Craft the Assured shall become liable to pay and shall pay in respect of:

i) accidental Bodily Injury (fatal or otherwise) to any person

ii) accidental damage to any other vessel or property (other than that being carried by the insured Vessel or Craft and the personal effects of the skipper and the crew)

b) Liability of the Assured for the cost of any attempted or actual raising of the insured Vessel or Craft or removing the wreck of the insured Vessel or Craft or cargo thereon by virtue of the powers enjoyed by the port or harbour or like authority exercising jurisdiction over such raising or removal, or any neglect or failure to remove or destroy same.

c) All expenses, after deduction of the proceeds of Salvage, incurred in removing the wreck of the insured Vessel or Craft from any place owned, leased, or occupied by the Assured.

d) Legal costs incurred by the Assured or which the Assured is compelled to pay, and shall pay, provided Insurers prior written consent is obtained, in respect of:

i) contesting or limiting liability

ii) representation at any Coroner’s inquest or fatal accident enquiry or at any Court of Summary Jurisdiction.

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

Exclusions

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

a) liability to any person employed in any capacity whatsoever by the Assured in connection with the Vessel or Craft

b) liability assumed by the Assured by agreement unless such liability would have attached to the Assured in the absence of such agreement

c) liability assumed by the Assured by agreement unless such agreement is a towage contract normal in the port or at the place for the type of towage involved

d) liability for seepage, pollution or contamination howsoever caused

e) fines or punitive damages

f) liability to or incurred by any person engaged in a sport or activity, other than water skiing, knee-boarding or wakeboarding, while being towed by the vessel or preparing to be towed or after being towed until safely on board or ashore

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

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

a) where any compensation is claimed from such person(s) by the Assured named in the Policy

b) where any compensation is claimed by such persons if Insurers shall discharge their liability to the Assured named in the Policy

c) where any compensation is claimed by such person if operating as (or employed by the operator) a shipyard, repair yard, slipway, yacht club, marina sales agency or the like

C) The Cover provided for Legal Fees and other Expenses

Legal Fees

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

Expense of checking the hull after a stranding

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

Insurers will cover Personal Effects belonging to You and Your immediate family against physical loss or damage while:

a. on board the insured Vessel or Craft
b. while the Personal Effects are being used in conjunction with the insured Vessel or Craft
c. while in transit between Your place of residence and the insured Vessel or Craft

Exclusions

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

Jewellery, specie, antiques, works of art, china, glass, Consumable Stores, documents, valuable securities, negotiable instruments, watches, furs, gold, platinum, silver, ornaments, spectacles, contact lenses, cameras, pedal cycles, sports equipment, travellers’ cheques, currency, cash, debit/credit cards, or any other single item with a replacement value in excess of GBP 250 or equivalent unless itemised and agreed with Insurers.

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

a. damp, mould, mildew, vermin or moth
b. wear, tear, depreciation or gradual deterioration
c. theft unless:
   i) all loose items are stored below decks in locked cabins or in secure lockers on board the insured Vessel or Craft or in a locked place of storage ashore, or
   ii) stolen with the insured Vessel or Craft

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.

E) Personal Accident

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

We will pay the following benefits:

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

In the event of a claim the Insurers may require the claimant or the person on whose behalf the claim is being made to agree to a medical examination by Insurer’s appointed medical experts.
Exclusions
This section does not cover claims for:-

a. death or disablement that happens 12 months or more from the date of the accident
b. any pre-existing illness or injury
c. pregnancy
d. an amount exceeding GBP 150,000 in any one Period of Insurance
e. accidents occurring while the insured Vessel or Craft is used for any purpose other than private pleasure
f. suicide or attempted suicide or wilful exposure to danger (except in an attempt to save human life)
g. Bodily Injury or death while under the influence of alcohol or drugs other than drugs taken for a medical condition
h. Bodily Injury or death to any person aged 75 years or over at the time of the accident
i. Bodily Injury or death while water skiing, knee-boarding or wake-boarding.

F) Additional Clauses

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

<table>
<thead>
<tr>
<th>Period of Insurance</th>
<th>Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year</td>
<td>5%</td>
</tr>
<tr>
<td>2 consecutive years</td>
<td>10%</td>
</tr>
<tr>
<td>3 consecutive years</td>
<td>15%</td>
</tr>
<tr>
<td>4 consecutive years</td>
<td>20%</td>
</tr>
<tr>
<td>5 or more consecutive years</td>
<td>25%</td>
</tr>
</tbody>
</table>

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

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

a. You agree to renew this Policy for a further period of 12 months
b. No more than one claim has been made by You during the current Period of Insurance

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

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

**Constructive Total Loss Caused by Loss of Use**

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

**Cyber**

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

**Marina Benefits**

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

a. the excess specified in the **Schedule** shall not be deducted

b. any no claims bonus shall not be affected at renewal

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

**Racing Risks (Sailing Vessels)**

Subject always to the conditions and **Exclusions** contained elsewhere in this **Policy** it is agreed that when the insured **Vessel** or **Craft** is engaged in organised competitive **Racing** the maximum sum recoverable for loss of or damage to mast(s), spars, sails whilst set and all standing and running rigging shall not exceed 2/3rds of the total replacement value on mast(s) spars, sails and all standing and running rigging as declared and stated in the **Schedule**.

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

**Speedboat Clauses**

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

a. the insured **Vessel** or **Craft** shall not be used for hi-kiting, **Racing**, speed tests or
trials in connection therewith nor used in connection with a water-ski club

b. the Assured or other competent person shall be on board and in control when under way

c. if the insured Vessel or Craft has inboard machinery then it is a further condition that such Vessel or Craft be fitted in the engine space tank space and galley with a fire extinguishing system automatically operated or having remotely operated controls at the steering position and that the system is properly installed and maintained in sound working order. Notwithstanding the foregoing, non-compliance with this condition shall not prejudice claims hereunder other than claims in respect of fire, explosion or smoke originating from an onboard source

d. where the insured Vessel or Craft is fitted with a kill cord device specifically designed to stop the engine(s) automatically when the helmsman moves away from the controls, We will not pay any loss, damage or liabilities arising from the kill cord device being inoperative, unused, or used incorrectly.

Exclusions

a. loss or damage to a jet drive or jet propulsion unit, as a result of ingestion of an underwater or floating object

b. no claim shall be allowed in respect of rudder strut shaft or propeller for any loss or damage caused by contact other than with an underwater or floating object, another vessel, pier or jetty

Transit Clause

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

Exclusions

No claim shall be allowed in respect of:

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

b. transit of a insured Vessel or Craft exceeding 30 feet in length
General Exclusions applicable to all Sections

Contracts (Rights of Third Parties) Act 1999 Exclusion Clause

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

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

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

Divers Clause

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

Fishing Gear

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

Food and Drink

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

Outboard Motor Theft Exclusion Clause

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

a. securely fastened to the insured Vessel or Craft and locked by an anti-theft device in addition to its normal method of attachment, OR

b. locked in a secure compartment onboard the insured Vessel or Craft or in a locked building ashore and there is evidence of forcible and violent entry or exit.

Radioactive Contamination, Chemical, Biological, Biochemical, Electromagnetic Weapons Clause

Exclusions

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

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

b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
c. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

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

e. any chemical, biological, bio-chemical, or electromagnetic weapon

Single Handed Operation of Sailing Vessels over 30 Feet in Length

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

Trailers

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

Voluntary Beaching

Claims arising from voluntary beaching under power are Excluded

War Exclusions

Exclusions

Loss damage liability or expense arising from

a. any detonation of any weapon of War employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, hereinafter called a nuclear weapon of war

b. the outbreak of War (whether there be a declaration of War or not) between any of the following countries:

   a. United Kingdom, United States of America, France, The Russian Federation and the People’s Republic of China

   c. requisition or pre-emption

   d. capture seizure arrest restraint detention confiscation or expropriation by or under the order of the government or any public or local authority of the country in which the vessel is owned or registered

   e. arrest restraint detention confiscation or expropriation under quarantine regulations or by reason of infringement of any customs or trading regulations

   f. the operation of ordinary judicial process, failure to provide security or to pay any fine or penalty or any financial cause

   g. piracy
General Conditions

Information you must tell us

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

Careless misrepresentation in the context of a claim

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

a. treat this insurance as if it never existed and refuse to pay all claims and return the **Premiums** paid, if **Your** carelessness causes **Us** to provide **You** with insurance cover which **We** would not otherwise have offered;

b. treat **Your** insurance as if it had be entered into on different terms from those agreed; or

c. reduce proportionately the amount paid on a claim if **We** would have charged more for **Your** insurance.

Careless misrepresentation generally

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

a. give **You** notice in writing that **You** must pay more for your insurance;

b. give **You** notice in writing that the terms of **Your** insurance have changed; or

c. cancel this contract of insurance by giving **You** thirty days' notice in writing and return any **Premium** paid for the balance of the contract term.

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

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

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

a. treat this insurance as if it never existed;

b. decline all claims; and

c. retain the **Premium** (unless it would be unfair to do so).
Change in circumstance

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

Cooling Off Period

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

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

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

Your Right to Cancel

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

If You cancel the Policy We will refund that part of any Premium that You have already paid for the period from the date of cancellation to the expiry of the Period of Insurance. We may deduct a sum of GBP 25.00 for Our reasonable administrative costs incurred in establishing the Policy and providing You with the Policy documentation.

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

Our Right to Cancel

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

a. where We have been unable to collect a premium payment. In this case We will contact You in writing requesting payment by a specific date. If We do not receive payment by this date We will write to You again notifying You that payment has not been received and giving You seven days’ notice of a final date for payment. This letter will also notify You that if payment is not received by this date Your Policy will be cancelled. If payment is not received by that date We will cancel Your Policy with immediate effect and notify You in writing that such cancellation has taken place;

b. where You are required in accordance with the terms of this Policy booklet to co-operate with Us, or send Us information or documentation and You fail to do so in a way that materially affects Our ability to process a claim, or Our ability to defend Our interests. In this case We may issue a cancellation letter and We will cancel Your Policy if You fail to co-operate with Us or provide the required information or documentation by the end of the seven day cancellation notice period;

c. where there is a material failure by You to exercise the duty of care regarding Your property as required by the paragraph headed ‘Your duty of care’ in the General Conditions section applying to Parts A to D of this Policy document;
d. where We reasonably suspect fraud; or

e. use of threatening or abusive behaviour or language, or intimidation or bullying of Our staff or suppliers.

Acquired Companies Clause

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

a) advise Insurers of their interest in the company or firm within thirty (30) days from the date of signing the purchase contract or date of formation

b) hold a controlling interest in the company or firm or have agreed to accept responsibility for insurance

Co-Assured and/or Third Party Interests Clause

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

Data Protection Act 1998

1. Beazley collects Personal Data, which may include Sensitive Personal Data from communications with its policyholders including in particular in connection with claims under insurance policies. Beazley acts as a Data Controller for all Personal Data it obtains from its customers and prospective customers and complies with its obligations under the Data Protection Act 1998.

2. Beazley may disclose the Personal Data it obtains from policyholders to other members of the Beazley Group in connection with the provision of products and services offered by the Beazley Group and may also disclose the Personal Data to Beazley’s subcontractors, service providers and agents in connection with the provision of goods and services to the Beazley Group and its customers.

3. In order to prevent and detect fraud Beazley may at any time share information about You with other organisations and public bodies including the police, undertake credit searches and additional fraud searches, and check and/or file Your details with fraud prevention agencies and databases, and if You give Beazley false or inaccurate information and Beazley suspects fraud, Beazley will record this. Beazley and other organisations may also search these agencies and databases to:

   a. Help make decisions about the provision and administration of insurance, credit and related services for You and members of Your household;

   b. Trace debtors or beneficiaries, recover debt, prevent fraud and to manage Your accounts or insurance policies;

   c. Check Your identity to prevent money laundering, unless You furnish Us with other satisfactory proof of identity; and

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

4. The recipients of Personal Data from Beazley may be located outside the European Economic Area in countries which do not have the same level of legal protection of Personal Data as the European Union, and where Beazley provides Personal Data to parties in such countries it will have in place agreements under which the recipient agrees to protect the Personal Data to standards which are acceptable to Beazley.

5. Where a person provides Beazley with Personal Data (including Sensitive Personal Data) about any other individual, he or she warrants that they have full rights to disclose the
Personal Data to Beazley to use for the purposes for which it is disclosed.

6. For the purposes of this clause the following terms shall have the meanings set out below, which are the meanings given to them in the Data Protection Act 1998:

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

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

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

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

7. **You** have the right to ask **Us** not to process **Your** personal data for marketing purposes. **We** will usually inform **You** (before collecting **Your** data) if **We** intend to use **Your** data for such purposes or if **We** intend to disclose **Your** information to any third party for such purposes. **You** can exercise the right at any time by contact **Us** at Beazley, Plantation Place, 60 Great Tower Street, London, EC3R 5AD.

8. If at any time **You** would like **Your** record and all personal information relating to **You** removed from **Our** system, please send an e-mail to info@Beazley.com. Such removal may not be possible until any current contracts of insurance with **You** have expired.

9. **You** have the right to apply for a copy of the information **We** hold about **You** (for which **We** may charge a small administration fee) and to have any inaccurate information about **You** corrected, please write to the Data Protection Officer Beazley, Plantation Place, 60 Great Tower Street, London, EC3R 5AD.

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

**Insurers’ Agreement**

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

**Law and Practice**

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

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

Non-disclosure
If the Assured fail to comply with their duty of disclosure Insurers have the option of invalidating the Policy from its’ inception. This means that Insurers will not be under any liability to the Assured under the Policy. Insurers may have to return to the Assured all Premiums paid; and the Assured may have to return to Insurers all payments made under this Policy.

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

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

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

Beazley Marine UK

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

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

Complaints Procedure

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

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

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

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

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

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

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

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

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

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

**Financial Services Compensation Scheme**

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

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