

# Your Commercial All Risks Boat Insurance Policy



# Welcome to MS Amlin

We are delighted that you have chosen us to look after your Commercial All Risks boat insurance and you can feel confident that you've made the right choice.

This policy booklet tells you everything you need to know about your policy and how to make a claim.

Should you have any questions please do not hesitate to contact us or your broker.

Once again thank you for choosing MS Amlin.

**The MS Amlin team**

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# Help in making a claim

At MS Amlin our aim is to give you peace of mind by providing an efficient and helpful claims service.

To ensure a claim runs smoothly we will need your assistance, so please take the time to read this section as it contains some useful guidance and sets out some of your duties and responsibilities.

It is important that you tell us everything you know about an incident that might give rise to a claim whether you think it is relevant or not, it might become important later.

## How to contact us

### MS Amlin

11 Tower View  
West Malling  
Kent ME19 4UY

**Tel:** 01732 223610 from the UK  
**or** +44 1732 223610 from abroad

**Fax:** 01732 871482  
**or** +44 1732 871482 from abroad

**E-mail:** [boatclaims@msamlin.com](mailto:boatclaims@msamlin.com)

Our office hours are 09:00 to 17:00 (GMT/BST) Monday to Friday excluding bank holidays. If you are calling our claims team outside of these hours you will automatically be transferred to our messaging service where you can give details of your loss or damage; we will then aim to respond to you by the next working day.

You can either download a claim form or submit a claim via our website at **[www.commercialboatinsurance.co.uk](http://www.commercialboatinsurance.co.uk)** and click on the "Make a claim" button. Our online claim form will allow you to enter all the details regarding your loss or damage, as well as the ability to upload photos.

Should you require urgent assistance outside of our office hours, we have arranged for a specialist marine loss adjusting company, C Claims to provide an emergency claims helpline. The C Claims helpline is available during the hours 17:00 to 22:00 weekdays and 08:00 to 22:00 weekends and bank holidays.

The C Claims helpline will provide help and guidance concerning the availability of repairers, surveyors, engineers or other specialists in order to assist you at the initial stage of any problem. Thereafter, all advice should be taken from and reference made to us or those parties that we may appoint to assist you.

## **Emergency Out of Hours Helpline (Provided by C Claims)**

**Tel:** 020 8502 6999 from the UK  
**or** +44 20 8502 6999 from abroad

**Fax:** 020 8500 1005  
**or** +44 20 8500 1005 from abroad

**E-mail:** cclaimsuk@aol.com

### **Procedure**

It is very important that we are immediately informed of any event that may lead to a claim under your policy. Therefore, when you contact us please also quote your policy number if you have it to hand.

Unless you submit your claim online we will forward a claim form to you for completion as soon as we are told of the incident. Remember you can also download a claim form via our website at **[www.commercialboatinsurance.co.uk](http://www.commercialboatinsurance.co.uk)** and click on the "Make a claim" button.

This should be returned to us, fully completed, as soon as possible whether or not you intend to make a formal claim and we may ask you to obtain estimates for repairing any damage; and/or

- to obtain quotations for the replacement of any items lost or destroyed.

Any estimates or quotations should be sent to us without delay although we may also ask you to obtain alternative estimates. We may instruct a surveyor to inspect and/or investigate. Except in an emergency or to prevent any further damage, repair instructions should not be given without our prior agreement. When you are satisfied with the repairs, the invoice should be paid by you and the receipted invoices should then be forwarded to us for payment to you. At your request we are able to pay the repairer direct.

### **Useful Information**

- Please remember that the repair contract is between you and the contractor. Any instructions regarding either repair or replacement must come from you. However you must seek our agreement in the first place.
- The claim may be subject to deductions in addition to any policy excess and the clauses in your policy wording should be read carefully so that you are fully aware of these (e.g. sails, covers and outboard motors).

### **Helpful Advice**

When loss or damage occurs you should act as if uninsured. This may seem unusual advice but it is most important that in the event of any incident involving your vessel, you must take all reasonable steps to minimise the loss.

## **Own Damage**

- Take immediate action to safeguard and protect any property from further damage or deterioration (this may include first aid to the engine).
- Enlist help (professional if necessary) if immediately required to safeguard and protect your boat and equipment.
- Try to agree a realistic charge or fee if a tow is required before acceptance.
- Retain and look after all broken/torn/damaged items for inspection.

## **Damaged by a Third Party**

- If racing, protest the third party if they did not accept a penalty. Obtain witness(es) statements.
- Obtain details of boat type/class/number/name/club and any witness(es) details in addition to the name(s) and address(es) of the helm and boat owner.
- Road Accidents - obtain details of the driver, vehicle and insurer and any witness(es), and/or call the Police to the scene.
- If possible write down all the details and make a sketch of the site.

## **Damage to Third Parties**

- If a third party wishes to hold you liable for damage, provide them with our details, your name, policy number and boat details. You should acknowledge any correspondence and pass it on to us immediately.
- Do not make any admission of liability and do not make any offer of payment.

## **Theft/Vandalism**

- Any theft or malicious damage should be reported to the Police promptly.
- Keep a note of the Police Crime Reference Number.
- We will also need the serial numbers of any engines, tenders etc.
- Notify your club and local harbour master with full details of the theft/vandalism.

This **Helpful Advice** section is intended to provide some guidance should you have to submit a claim under your policy. It does not form part of any policy wording or give any indication of acceptance of a claim.

# Important Client Information

## **Taking care of your vessel**

Remember that your policy is not a maintenance contract. It is up to you to ensure that all measures are taken to maintain your vessel and machinery.

## **Important Notice**

The amount we have insured your vessel for is the agreed value of the vessel, unless we have endorsed the certificate to be market value. If the information you have provided about the value of the vessel (including the price you bought it for) is false your insurance cover may not be valid and we may refuse to pay your claim.

The terms of your policy and premium are based on the information you have provided to us. You must ensure that all facts given are correct and you must contact us immediately if there are any changes to the information you have provided or at any time you discover that the information is incorrect. Examples include, but are not limited to:

- changes in conditions, market value or use of the vessel;
- criminal charges or convictions of any person having an interest in the vessel; and
- change in the mooring location or type of mooring for the vessel.

A failure to provide full and accurate information may invalidate your policy and may result in all or part of a claim not being paid. If you are in any doubt please contact us.

In the event of a claim, if you provide us with false information it may invalidate your claim.

## **Taxes**

There may be circumstances where taxes may be due that are not paid via us. If this occurs then it is your responsibility to ensure that these are paid direct to the appropriate authority.

## **Language**

Unless otherwise agreed in writing the language of your policy and any communication throughout the duration of the policy will be in English.

## **Law and Jurisdiction**

Your policy shall be governed by and construed in accordance with English law and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with your policy, or its subject matter or formation (including non-contractual disputes or claims) unless specifically agreed to the contrary.

## **Data Protection Notice**

Your information has been, or will be, collected or received by MS Amlin Corporate Services Limited. We will manage personal data in accordance with data protection law and data protection principles. We require personal data in order to provide good-quality insurance and ancillary services and will collect the personal data required to do this. This may be personal information such as name, address, contact details, identification details, financial information and risk details. The full Data Privacy Notice can be found on [www.msamlin.com/en/site-services/data-privacy-notice.html](http://www.msamlin.com/en/site-services/data-privacy-notice.html). A paper copy of the Data Privacy Notice can be obtained by contacting the Data Protection Officer by email ([dataprotectionofficer@msamlin.com](mailto:dataprotectionofficer@msamlin.com)) or at the below address:

Data Protection Officer, MS Amlin Corporate Services Limited, The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AG.

## **Renewing your Policy**

When your policy is due for renewal we or your broker will write confirming your renewal premium and policy terms at least 21 days before your policy ends. In the unlikely event that we do not wish to invite renewal we or your broker will still write to you confirming why we do not wish to invite renewal at least 21 days before your policy ends.

## **Telephone Recording**

Please note that all calls are recorded for training and monitoring purposes.

## **Premiums and Claims**

All premiums and claims are handled by us on behalf of MS Amlin Insurance SE.

## **Marketing**

Your details may be used by us to provide marketing information which we feel may be relevant and of interest to you. Please contact us if you wish to receive such communications. Your details will not be shared with any third party for marketing purposes.

## **Financial Services Compensation Scheme**

Marine types of insurance are not covered by the FSCS.

## **Contacting us**

We are only able to discuss your policy with the person(s) shown in the Certificate of Insurance. If you require someone else to deal with your policy on your behalf please contact us on 01732 223600 from the UK or +44 1732 223600 from abroad, or in writing to our address shown in the next section.

## **Comments about our service**

If you have any comments about our service please contact the Operations Manager at MS Amlin, 11 Tower View, Kings Hill, West Malling, Kent ME19 4UY, Tel 01732 223600 from the UK or +44 1732 223600 from abroad, Fax 01732 223601 from the UK or +44 1732 223601 from abroad, E-mail [yachts@msamlin.com](mailto:yachts@msamlin.com).

# Commercial All Risks Policy Wording

## Definitions

The words below, where they appear in **bold** text throughout this document, have the following meaning:

**Certificate of Insurance** - the document issued to **You** by **Us** entitled "**CERTIFICATE OF INSURANCE**" which details coverage, values and additional limitations.

**Constructive Total Loss** - where the cost of replacement or repair of the **Vessel** exceeds the **Sum Insured**.

**Crew** - persons, including a skipper, instructed by the owner to work, and/or assist with the operation of the insured **Vessel** and who are receiving benefit in kind or financial reward.

**Gradual Deterioration** - the gradual degradation of the **Vessel** caused by wear and tear, rust, rot, oxidation, corrosion, electrolytic or galvanic action, wasting or weathering.

**Latent Defect** - a hidden flaw, weakness or imperfection in the design, manufacture or build of the **Vessel** that is not apparent by routine inspection and is not a result of **Gradual Deterioration** or a lack of maintenance.

**Machinery** - includes but is not limited to main or auxiliary engines including outboard motors, gearboxes, starter motors, alternators, electrical and mechanical equipment, cables and fittings, hydraulic equipment, piping and fittings, boilers, shafts, exhaust systems, generators, air conditioning equipment, tanks, pumps and water makers.

**Maximum Designed Speed** - the maximum speed that the **Vessel** is designed to achieve under power as stated by the **Vessel** manufacturer with the particular engine fitted.

**Personal Belongings** - items of a personal nature that **You** own and use specifically for the **Vessel** that would not normally be sold with the **Vessel**.

**Policy** - the policy of insurance represented by this document together with the **Certificate of Insurance**.

**Sum Insured** - the value of the **Vessel**, or other insured property as specified in the **Certificate of Insurance**.

**Total Loss** - the **Vessel** is irretrievably lost or destroyed.

**Vessel** - the **Vessel** described in the **Certificate of Insurance** including her hull, **Machinery**, gear and equipment, tender and road trailer that are specified or are part of the original purchase of the **Vessel** and included within the **Sum Insured** shown in the **Certificate of Insurance**.

**We, Us** and **Our** - MS Amlin Underwriting Services Limited on behalf of the insurer MS Amlin Insurance SE. MS Amlin Insurance SE are licensed by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority.

**You, Your** and **Yours** - the individual, company or other organisation named as the insured in the **Certificate of Insurance**.

### **Interpretations**

Headings are included in this document for ease of reference only and shall not affect the interpretation of the **Policy**.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

# Section A – Vessel

## What is covered

- 1 Whilst ashore or afloat, being lifted, hauled out or launched, in transit by road, rail, air or car ferry the **Vessel** is covered for losses arising from:
  - 1.1 all risks of accidental damage;
  - 1.2 theft;
  - 1.3 fire and/or explosion;
  - 1.4 acts of piracy;
  - 1.5 acts of vandalism;
  - 1.6 deliberate damage (not caused by **You**);
  - 1.7 **Latent Defect**, excluding the cost or expense of repairing or replacing the defective part; and
  - 1.8 electrolysis caused by a sudden and identifiable cause.
- 2 Whilst ashore or afloat, being lifted, hauled out or launched, in transit by road, rail, air or car ferry the **Vessel** is also covered for:
  - 2.1 accidental loss or damage to the outboard motor and tender (up to a maximum combined value of £350) or as shown in the **Certificate of Insurance**;
  - 2.2 accidental loss or damage as a consequence of a failure or breakdown of **Machinery**;
  - 2.3 accidental loss or damage as a consequence of **Gradual Deterioration**, excluding the cost or expense of repairing or replacing the deteriorated part, subject to the exclusions in clause 4.10 of this Section A; and
  - 2.4 loss of or damage to the **Vessel's** main engine or attached gearbox caused by the failure of any component, provided that:
    - (a) the engine or attached gearbox is less than 3 years old from the date of first manufacture;
    - (b) is professionally installed;
    - (c) the **Maximum Designed Speed** of the **Vessel** is under 17 knots; and
    - (d) **You** can provide written evidence that all the manufacturer's maintenance recommendations have been carried out.

This cover under clause 2.4 does not extend to the outboard motor or the cost of replacing or repairing the failed component.

**3 You** are also covered for:

- 3.1** salvage charges including towage or assistance costs incurred by **You** to prevent or minimise a loss covered by the **Policy**; and
- 3.2** charges incurred to prevent or minimise a loss covered by the **Policy**.

### **What is not covered**

**4** No cover is provided in respect of loss or damage as a result of:

- 4.1** any reduction in the value of the **Vessel** as a consequence of damage and/or repair;
- 4.2** previously unrepaired damage to the **Vessel** in the event of a subsequent **Total Loss** or **Constructive Total Loss**, or the cost of temporary repairs (except where required to prevent or minimise a loss);
- 4.3** the cost of making good any defect arising from any repair, alteration or maintenance work carried out on the **Vessel**;
- 4.4** the cost of making good any fault or error in design or construction;
- 4.5** theft of a tender that does not have an identifiable mark;
- 4.6** theft of **Machinery**, gear and equipment, unless removed by force from the **Vessel** (provided the **Machinery**, gear and equipment was securely fixed to the **Vessel**), a locked cabin or locker, locked storage, or a locked vehicle;
- 4.7** theft of any outboard motor whose serial number **You** do not provide **Us** with in the event of a claim;
- 4.8** theft of the outboard motor unless from a locked cabin or locker, locked storage, locked vehicle, or secured to the **Vessel** or her tender by an anti-theft device specifically designed and marketed for the purpose in addition to its normal method of attachment;
- 4.9** theft of the trailer and any insured items attached to it, including the **Vessel**, unless the trailer has been locked with a wheel clamp, or is stolen from a locked building;
- 4.10 Gradual Deterioration** unless it could not have been identified by routine inspection and could not have been prevented by servicing, maintenance or replacement in accordance with the relevant manufacturer's instructions, or generally accepted practice and advice from a qualified marine surveyor who is a member of their relevant professional surveying body;
- 4.11** osmosis, barnacle growth or fungal growth;
- 4.12** incursion of water into the **Vessel** unless sudden, unforeseen and accidental;

- 4.13** gradual accumulation of rainwater or snow in or on the **Vessel** unless resulting from sudden, rare and extreme weather conditions; or
- 4.14** frost and/or freezing of the **Vessel** unless **You** can provide evidence that **You** have taken all necessary preventative measures including, but not limited to, compliance with all manufacturer's recommendations or where manufacturer's recommendations do not exist; acting on the advice of a qualified marine engineer including the correct use of anti-freeze.

**5 You** are also not covered for loss of or damage to:

- 5.1** the **Vessel's** sails as a result of them being split by the wind or blown away whilst in use, unless the spars they are attached to are damaged at the same time;
- 5.2** a jet drive or jet propulsion unit as a result of ingestion, in respect of personal water craft only;
- 5.3** consumables, which are goods used by **You** that must be replaced regularly because they wear out or are used up including, but not limited to, food, drink, paint, varnish, lubricants and fuel, or
- 5.4** fishing and diving gear and equipment unless an amount is specified in the **Certificate of Insurance** and:
- (a) such loss or damage is caused by fire or lightning; or
  - (b) following forcible and violent entry into the **Vessel** or place of storage; or
  - (c) such gear or equipment is totally lost following **Total Loss** of the **Vessel** in circumstances covered by this **Policy**.

**6 You** are also not covered for:

- 6.1** the cost of repairs or replacement to the **Machinery** directly caused by **Latent Defect**, mechanical breakdown or **Gradual Deterioration**, unless cover is provided under Section A 2.4; or
- 6.2** the mast, spars, sails and rigging whilst the **Vessel** is racing unless this has been agreed by **Us** and it is shown in the **Certificate of Insurance**, in which case cover is extended under Section E.

***Please note that all other conditions in Section B and K, exclusions in Section H and General Excesses and Deductions in Section I apply in every case.***

# Section B – Your Liability to Others

## What is covered

- 1 Cover is provided for any sums (up to the amount stated in the **Certificate of Insurance**) that **You**, or anyone in charge of the **Vessel** with **Your** consent, are legally liable to pay arising out of **Your** interest in the **Vessel**, resulting from:
  - 1.1 damage to any other vessel or property;
  - 1.2 death or injury;
  - 1.3 pollution; and
  - 1.4 other financial losses.
- 2 In addition **We** will also pay for:
  - 2.1 legal costs incurred or required to be paid when settling or defending a claim, subject to **Our** prior written consent; and
  - 2.2 fees and/or expenses incurred in respect of attendance at any official enquiry, subject to **Our** prior written consent.
- 3 The indemnity payable shall be limited to the amount specified in the **Certificate of Insurance** in respect of any one accident, or series of accidents arising out of the same event.

## What is not covered

- 4 No cover is provided in respect of:
  - 4.1 the cost that **You** may be legally liable to pay for the removal and/or disposal of the **Vessel** if:
    - (a) there is no accidental damage to the **Vessel**; or
    - (b) the damage to the **Vessel** is not wholly or substantially covered by the **Policy**.
  - 4.2 the legal liabilities of anyone operating, managing or working upon the **Vessel** who is employed by a ship yard, repair yard, marina, yacht club, sales agency, delivery contractor or similar organisation;
  - 4.3 any liability to any **Crew** while the **Vessel** is being used for commercial purposes, unless cover is provided in “Section C Your Liability to Crew”;
  - 4.4 any liability to third parties admitted, accepted or agreed without **Our** consent;
  - 4.5 any liability to third parties whilst the **Vessel** is being used for water-skiing, towing of water toys, aquaplaning or similar activity unless:

- (a) **We** have agreed to such activity and the amount of liability for this is shown in the **Certificate of Insurance**;
  - (b) the water toys are of professional design and manufacture;
  - (c) the water toys are operated exactly in accordance with the manufacturer's instructions regarding the maximum number of riders, their size and weight and speed of operation; and
  - (d) the water skis and water toys are being used for private and pleasure use only.
- 4.6** any liability arising whilst the **Vessel** is used for or in connection with parasailing or other similar activity;
- 4.7** any liability to third parties while the **Vessel** is attached to, carried on or towed by a motor vehicle or has become unintentionally detached from a motor vehicle;
- 4.8** any liability arising out of the sale, supply or provisions of any food and/or beverage;
- 4.9** any liability incurred by **You** in respect of work which **You** have been contracted to perform, other than liability arising in relation to the insured **Vessel**;
- 4.10** any liability arising out of the **Vessel** entering prohibited waters or engaging in unlawful fishing;
- 4.11** any liability arising from waste dumping or incineration carried from, or on, the **Vessel**;
- 4.12** any liability arising out of any failure to work within the safe working load and/or to comply with the manufacturers recommendations and/or operating regulations, of any piece of gear or equipment;
- 4.13** any liability to or of divers working from any **Vessel** except in relation to the skipper's negligence in navigating the insured **Vessel**;
- 4.14** any liability arising from the use of compressors, decompressors or high pressure air or gas equipment;
- 4.15** any liability arising out of towage, except for the purpose of saving life or providing emergency assistance, unless with **Our** prior written agreement;
- 4.16** any liability arising out of seepage, pollution or contamination unless it is established that such seepage pollution or contamination was caused by an accident involving the **Vessel**; or
- 4.17** any liability to any fare paying guests or passengers whilst the **Vessel** is being used for commercial purposes, unless specified on the **Certificate of Insurance**.

***Please note that all other conditions in Section G and K, exclusions in Section H and General Excesses and Deductions in Section I apply in every case.***

# Section C – Your Liability to Crew

This Section applies if the **Certificate of Insurance** contains the words “Cover is extended to include **Crew** liability while the **Vessel** is being used for commercial purposes”.

## What is covered

**1** Cover is provided for any sums (up to the amount stated in the **Certificate of Insurance** under third party liability) that **You**, or anyone in charge of the **Vessel** with **Your** consent, are legally liable to pay arising out of **Your** interest in the **Vessel**, resulting from:

**1.1** death or injury to **Crew**.

## What is not covered

**2** No cover is provided in respect of:

**2.1** any claim by any **Crew** member who is an individual who has entered into or works under (or, where the employment has ceased, worked under) a contract of employment;

**2.2** any liability if the number of **Crew** on board at the time of the incident exceeded the number of **Crew** as stated in the **Certificate of Insurance**;

**2.3** any liability if there is no extension shown for **Crew** stated in the **Certificate of Insurance**; or

**2.4** **Your** liability arising under any employers’ liability legislation or any other statutory or common law, general maritime law or any other law or regulation in respect of accidents to or illness of workmen or any other persons employed in any capacity whatsoever by **You** or others.

***Please note that all other conditions in Section G and K, exclusions in Section H and General Excesses and Deductions in Section I apply in every case.***

# Section D – Personal Belongings

## What is covered

**1** Whilst on board the **Vessel**, in storage or in a vehicle or in transit between the place of storage and the **Vessel**, **Your Personal Belongings** are covered for an amount not exceeding £1,000 or such other amount as shown in the **Certificate of Insurance** for:

- 1.1** all risks of accidental loss or damage;
- 1.2** theft;
- 1.3** fire and/or explosion;
- 1.4** acts of piracy; and
- 1.5** acts of vandalism.

## What is not covered

**2** No cover is provided in respect of:

- 2.1** **Personal Belongings** in relation to any **Vessel** under 15 feet in length overall;
- 2.2** any single item of **Personal Belongings** in excess of £350 unless agreed by **Us**;
- 2.3** jewellery, cash, debit/credit cards, eyewear, mobile personal electronic devices and other forms of computer equipment unless agreed by **Us**;
- 2.4** breakage of articles of a fragile or brittle nature;
- 2.5** **Personal Belongings** insured under any other policy of insurance; or
- 2.6** theft of **Personal Belongings**:
  - (a) unless taken by force from the locked **Vessel** or from a locked cabin or locker; or
  - (b) whilst not on the **Vessel** (unless stolen from locked storage or from a locked vehicle).

***Please note that all other conditions in Section G and K, exclusions in Section H and General Excesses and Deductions in Section I apply in every case.***

# Section E - Racing

## What is covered

- 1 Whilst the **Vessel** is racing, and this has been agreed by **Us** and it is shown in the **Certificate of Insurance**, cover is provided for:
  - 1.1 loss or damage to mast, spars, sails and rigging; and
  - 1.2 loss of race entry fees up to £1,000 if the **Vessel** is unable to take part in a regatta, series or event which **You** have entered as a result of any loss to the **Vessel** covered under Section A of the **Policy**.

## What is not covered

- 2 Whilst the **Vessel** is racing no cover is provided for:
  - 2.1 the **Vessel** if it is not a sailing vessel;
  - 2.2 the additional excess stated in Section I 6.

***Please note that all other conditions in Section G and K, exclusions in Section H and General Excesses and Deductions in Section I apply in every case.***

# Section F - Marina Benefits

- 1 In the event of a loss covered by the **Policy** occurring while the **Vessel** is in a purpose built marina either ashore or afloat on a berth, **We** will not apply the **Policy** excess and **You** will not lose **Your** no claims discount.

# Section G - General Conditions that apply to the whole Policy

- 1 **You** must comply with all of the following conditions:
  - 1.1 If **You** give permission for someone else to be in charge of the **Vessel**, **You** must take steps to ensure that they have experience to do so.
  - 1.2 **You** must maintain the **Vessel** for the use intended.
  - 1.3 **You** must not make any commitment on **Our** behalf without **Our** prior agreement.
  - 1.4 The **Vessel** and the manner in which it is used or operated must comply with all statutory and local regulations or licencing conditions, as are applicable.
  - 1.5 **You** must not use or allow the **Vessel** to be used for any unlawful purpose.

# Section H - General Exclusions that apply to the whole Policy

**1 You** are not covered for any claim arising:

- 1.1** while the **Vessel** is outside the cruising range shown in the **Certificate of Insurance**, or outside the cruising limits of any licence and/or coding, unless required to safeguard the **Vessel, You** or **Your** guests or **Crew**;
- 1.2** from any act or omission of the person in charge of the **Vessel** if they were impaired following the consumption of alcohol or drugs;
- 1.3** from terrorism (unless cover is obligatory by law);
- 1.4** from lawful arrest, restraint or detainment of the **Vessel**;
- 1.5** from war, civil war, conflict, commotion and riot;
- 1.6** from ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel including:
  - (a) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
  - (b) any weapon or device employing atomic or nuclear fission or fusion or other like reaction or radioactive force or matter; and
  - (c) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

**Note:** Exclusion 1.6 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 similar peaceful purposes.

- 1.7** from any chemical, biological, bio-chemical, or electromagnetic weapon;
- 1.8** from fire or explosion on the **Vessel** where the **Maximum Designed Speed** of the **Vessel** exceeds 17 knots if fitted with inboard **Machinery**, unless:
  - (a) the **Vessel** is equipped in the engine room with a fire extinguishing system automatically operated; or
  - (b) has controls at the steering position; or
  - (c) controls next to the engine room; and
  - (d) all properly installed and maintained.

**2 You** are also not covered for:

- 2.1** loss of use of the **Vessel**, loss of profits or loss of value;
- 2.2** the cost of travel expenses and temporary accommodation;

- 2.3 indirect losses unless specifically covered elsewhere in the **Policy**;
  - 2.4 punitive or exemplary charges, or any costs resulting from any criminal proceedings;
  - 2.5 loss or damage to **Your** moorings, unless agreed by **Us**;
  - 2.6 racing, if the **Vessel** is not a sailing vessel;
  - 2.7 loss, damage, liability or expense intentionally caused or incurred by, or with the consent of, **You**, or arising from unseaworthiness resulting from any act or omission of **You**;
  - 2.8 trawling, unless agreed by **Us**; or
  - 2.9 any loss, damage or liability that is recoverable under any other policy of insurance.
- 3 No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
- 4 Subject only to clause 5 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- 5 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, clause 4 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.
- 6 A person who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

# Section I - General Excesses and Deductions that apply to the whole Policy

- 1 The excess stated in the **Certificate of Insurance** will be deducted from all claims except in respect of claims:
  - 1.1 for **Total Loss**;
  - 1.2 for **Constructive Total Loss**;
  - 1.3 under Section B “Your Liability to Others” or “Section C Your Liability to Crew”;
  - 1.4 in respect of race entry fees under Section E “Racing”;
  - 1.5 for costs incurred solely to prevent or minimise a loss; and
  - 1.6 for loss or damage caused by an uninsured third party.
- 2 Prior to the deduction of the excess, and except in the case of a **Total Loss** or **Constructive Total Loss**, **We** will reduce the amount **We** will pay by no more than 30% if repairing or replacing would restore the following items to a better condition than prior to the loss or damage:
  - (a) protective covers and canopies;
  - (b) **Machinery** (excluding outboard motor), batteries and tenders;
  - (c) paintwork or other surface finish;
  - (d) carpets, upholstery and soft furnishings; or
  - (e) mast, spars, sails, standing and running rigging.
- 3 Claims for outboard motor will be paid based upon the current market value at the time of the loss or the sum shown in the **Certificate of Insurance**, whichever is lower.
- 4 Claims for outboard motor and tender will be subject to a £100 excess or the excess amount shown in the **Certificate of Insurance**, whichever is higher.
- 5 Claims for **Personal Belongings** will be subject to a £100 excess or the excess amount shown in the **Certificate of Insurance**, whichever is higher.
- 6 Whilst the **Vessel** is racing and this has been agreed by **Us** and it is shown in the **Certificate of Insurance** under “Type of Racing”, an excess of 1% of the Hull, **Machinery**, gear and equipment, **Sum Insured** or £250, whichever is the greater, will be applied. This will be in addition to the excess stated in the **Certificate of Insurance**. This increased excess is not applicable to **Vessels** under 17 feet in length overall.

# Section J - Cancellation

- 1 **You** may cancel the **Policy** at any time by contacting **Us** or **Your** broker.
- 2 **We** may cancel **Your Policy** at any time where there is a valid reason, subject to giving **You** or **Your** broker 15 days' notice in writing. Valid reasons for cancelling **Your Policy** include:
  - non-payment of premium;
  - non-cooperation/failure to provide information; and
  - reasonable suspicion of fraud

**We** will refund the premium less the proportionate amount for the time **You** were on cover (the minimum premium **We** will charge will be £30 plus Insurance Premium Tax).
- 3 The **Policy** may be cancelled at any time by mutual agreement.
- 4 Should the **Vessel** be sold or transferred to a new owner, or where the **Vessel** is owned by a company or other organisation should there be a change in the controlling interest of that organisation, this **Policy** will cease automatically from the time of that sale, transfer or change.
- 5 **You** may cancel the **Policy** within 14 days of purchase, or within 14 days of receiving the **Policy** documents, whichever is the later, **We** will refund the full premium that **You** have paid.
- 6 **You** may cancel the **Policy** more than 14 days after receiving the **Certificate of Insurance**, **We** will refund the premium less the proportionate amount for the time **You** were on cover (the minimum premium **We** will charge will be £30 plus Insurance Premium Tax).
- 7 Where a refund of premium is due, no payment for any amount under £10 will be made.
- 8 There will be no refund of premium if a claim has been paid during the current period of insurance.

# Section K - Claims

- 1 In the event of any incident that may give rise to a claim **You** must:
  - 1.1 tell **Us** as soon as possible; and
  - 1.2 in the event of the theft of the **Vessel**, tell **Us** the hull identification number if the **Vessel** has one;
  - 1.3 take all possible steps to limit further loss or damage to the **Vessel**;
  - 1.4 in the event of theft or malicious damage, obtain a crime reference number from the police;
  - 1.5 assist **Us** and anyone else **We** appoint, such as surveyors and solicitors, as much as possible with the investigation and handling of **Your** claim; and
  - 1.6 not authorise any repairs or replacements for which a claim is made without **Our** prior approval except where necessary to minimise further loss or damage.
- 2 **We** have the right to settle any claim made against **You** by a third party.
- 3 **We** have the right to bring a claim or legal proceedings in **Your** name in order to recover any sums **We** have paid.
- 4 **We** may replace the **Vessel** or any insured item with one of similar age, type or condition even if the appearance is not the same.
- 5 **We** will not pay the cost of replacing any undamaged item or parts in order to match parts that have been repaired or replaced as a result of a claim under the **Policy**.
- 6 **We** will not pay more than the **Sum Insured** for any item listed in the **Certificate of Insurance** less any applicable excess or other deduction stated in Section I, subject to the terms and conditions of the **Policy**.
- 7 **Innocent misrepresentation and/or failure to disclose material information**  
If as a commercial customer **You** deliberately or recklessly breach **Your** duty to provide a fair presentation or as a consumer **You** deliberately or recklessly make a misrepresentation, **We** will be entitled to avoid this **Policy**, refuse all claims and not return any of the premium paid.

If the breach is neither deliberate nor reckless, **We** will avoid this **Policy** and return the premiums only if **We** would not have entered into this **Policy** had **We** known the true position. If **We** would have entered into this **Policy**, but on different terms, those terms will be deemed to be incorporated into this **Policy**. In addition, if **We** would have entered into this **Policy**, whether the terms would have been the same or different, but would have charged a higher premium, **We** may reduce proportionately the amount to be paid on a claim.

For the purpose of this condition the acts, omissions or knowledge of one insured will not be imputed to any other insured.

# Section L - Law

The parties are free to choose the law applicable to this insurance contract prior to commencement of this **Policy**. Unless specifically agreed to the contrary this insurance shall be subject to English law and the English and Welsh courts shall have exclusive jurisdiction.

# Section M - Complaints

How to make a complaint.

MS Amlin's aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly at all times and are committed to providing **You** with the highest standard of service.

If **You** have any questions or concerns about **Your Policy** or the handling of a claim **You** should, in the first instance, contact MS Amlin or **Your** broker where applicable. In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so at any time. Making a complaint does not affect any of **Your** legal rights.

MS Amlin's contact details are:

**Post:** Complaints, MS Amlin Insurance SE, The Leadenhall Building,  
122 Leadenhall Street, EC3V 4AG

**Tel:** +44 (0) 20 7746 1300

**E-mail:** [complaints@msamlin.com](mailto:complaints@msamlin.com)

If **You** remain dissatisfied after MS Amlin has considered your complaint, or if **You** have not received a written final response within eight weeks from the date MS Amlin received **Your** complaint, **You** may be entitled to refer **Your** complaint to the Financial Ombudsman Service who will independently consider **Your** complaint free of charge. Their contact details are:

**Post:** The Financial Ombudsman Service, Exchange Tower, London E14 9SR

**Tel:** (Fixed): 0800 0234567 Tel (Mobile): 0300 1239123  
Tel (Outside UK): +44 (0) 20 7964 0500 **Fax:** +44 (0)20 7964 1001

**E-mail:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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

Alternatively, if **You** have bought a product or service online **You** may have the right to register **Your** complaint with the European Commission's online dispute resolution (ODR) platform. The ODR platform will redirect **Your** complaint to the appropriate alternative dispute resolution body. For further details visit <http://ec.europa.eu/odr>

Please note:

- **You** must refer **Your** complaint to the Financial Ombudsman Service within six months of the date of **Our** final response.
- The Financial Ombudsman Service will consider a complaint from private individuals or from a small to medium enterprise (SME) which has an annual turnover of less than £6.5 million (or its equivalent in any other currency) and;
  - i) Employs fewer than 50 persons; or
  - ii) Has a balance sheet total of less than £5 million (or its equivalent in any other currency)

11 Tower View, Kings Hill, West Malling, Kent ME19 4UY.  
MS Amlin Underwriting Services Limited is authorised  
and regulated by the Financial Conduct Authority.

This policy is a contract between you and us and is based on the information you have given on your proposal and any other information you have supplied. We have agreed to insure you under the conditions and exclusions in this policy and any endorsements. We will compensate you by payment, repair or reinstatement for any liability, loss, damage, accident or injury that happens during the period of insurance for which you have paid or agreed to pay the premium.