



Porthcawl Insurance Consultants Limited

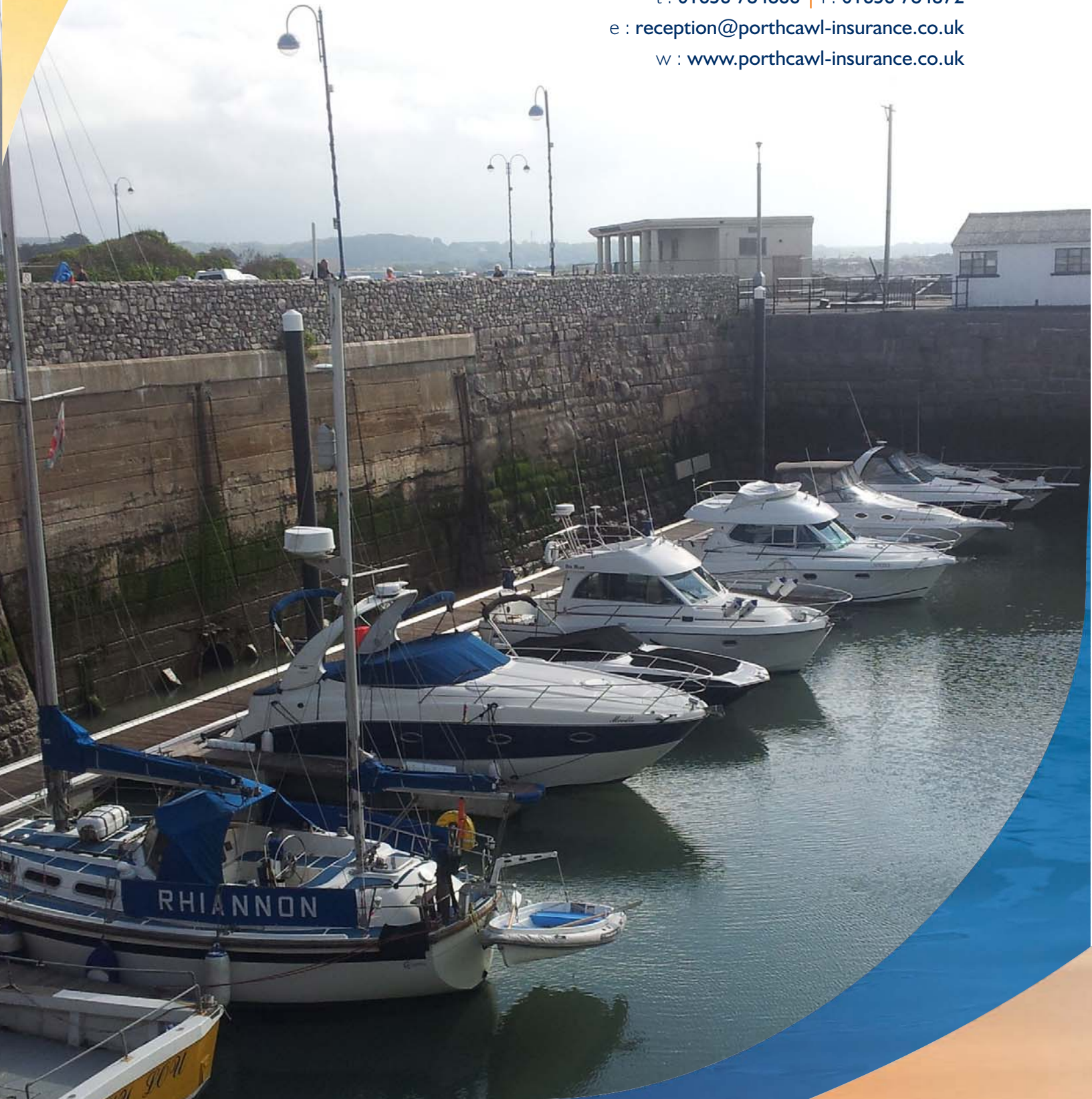
Specialist Marine Insurance Services

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All Risks Boat
Insurance Policy

insurance-4-boats
.co.uk

Welcome to Porthcawl Insurance Consultants (UK) Limited

Thank you for choosing Porthcawl Insurance Consultants (UK) Limited for your broker for the placement of your marine insurance.

Porthcawl Insurance Consultants is a family run business trading since 1967, we are one of the UK leading Independently owned specialist run marine insurance brokers.

We deliver a Professional standard of service and deal with our customers , efficiently, with Honesty, Integrity and transparency assessing your individual need and provide you with the appropriate solution, advice cover and act for you on your behalf.

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

Should you have any questions or queries please do not hesitate to contact us

Tel: 01656 784866 from abroad + 44 1656 784866

Fax: 01656 784872

E-mail: reception@porthcawl-insurance.co.uk

Web Site: www.porthcawl-insurance.co.uk

Once again thank you for choosing Porthcawl Insurance Consultants (UK) Ltd and we wish you a enjoyable, safe and pleasant years boating.

Kind Regards

Stephen L Knipe

Managing Director

Porthcawl Insurance Consultants (UK) Limited

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Help in making a claim

At Porthcawl Insurance Consultants (UK) Limited 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

Porthcawl Insurance Consultants (UK) Limited

47 Mary Street, Porthcawl

Bridgend

CF36 3YN

Tel: 01656 784866 from the UK or +44 1656 784866 from abroad

Fax: 01656 784872

E-mail: reception@porthcawl-insurance.co.uk

Our office hours are 09:00 to 17:30 (GMT/BST) Monday to Friday and 09.00 to 12.00 on Saturdays excluding bank holidays.

You can either download a claim form or submit a claim via our website at www.porthcawl-insurance.co.uk our online claim form will allow you to enter all the details regarding your loss or damage.

Should you require 'urgent assistance' outside of our office hours, please call our "EMERGENCY HELPLINE" which is available only until 22.00hrs on (07976) 767630.

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 www.porthcawl-insurance.co.uk under the claims section.

- 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.

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. 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.

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 Porthcawl Insurance Consultants (UK) 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 <https://www.porthcawl-insurance.co.uk/privacy-policy>

We will never pass any of your information over to a third party for marketing purposes and only pass your information over to authorities if required by law.

A paper copy of the Data Privacy Notice can be obtained by contacting the Data Protection Officer by email reception@porthcawl-insurance.co.uk or at the below address:

Data Protection Officer
Porthcawl Insurance Consultants (UK) Limited
47 Mary Street
Porthcawl
Bridgend
CF36 3YN

Tel: 01656 784866
Fax: 01656 784872
E-mail: reception@porthcawl-insurance.co.uk

In particular, in order to provide and maintain your insurance cover, we will pass your information to the insurer MS Amlin Insurance SE and administered by the managing agent MS Amlin Marine NV

The Data Controller is Porthcawl Insurance Consultants (UK) Limited.

Telephone Recording

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

Premiums and Claims

All Premiums and Claims are administered by MS Amlin Marine NV on behalf of MS Amlin Insurance SE.

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 01656 784866 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 Managing Director at

Porthcawl Insurance Consultants (UK) Limited
47 Mary Street
Bridgend
CF36 3YN
Tel 01656 784866
Fax 01656 784872
E-mail: reception@porthcawl-insurance.co.uk
Website: www.porthcawl-insurance.co.uk

PIC “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.

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 – Porthcawl Insurance Consultants (UK) Ltd on behalf of the insurer MS Amlin Insurance SE and administered by the managing agent MS Amlin Marine NV. 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, 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 7 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 gear and equipment, unless removed by force from the Vessel (provided the 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 and unforeseen, or 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; or
 - 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.
- 6 You are also not covered for:
 - 6.1 the cost of repairs or replacement to the Machinery directly caused by Latent Defect or mechanical breakdown, 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 under "Type of Racing", in which case cover is extended under Section F.

Please note that all other conditions in [Section I](#), exclusions in [Section J](#) and General Excesses and Deductions in [Section K](#) 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 for accidents or illness to any person engaged by You in connection with the Vessel under a contract of employment;
 - 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; and
 - (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.
- 4.6 any liability arising whilst the Vessel is used for or in connection with parascending 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 to any person if they or anyone else has paid for them to be on-board the Vessel, unless cover has been extended in accordance with Section J 1.2.

Please note that all other conditions in [Section I](#), exclusions in [Section J](#) and General Excesses and Deductions in [Section K](#) apply in every case.

Section C – 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 I](#), exclusions in [Section J](#) and General Excesses and Deductions in [Section K](#) apply in every case.

Section D – Emergency Medical Expenses

What is covered

- 1 Cover is provided for the cost of emergency medical expenses, up to a maximum of £1,000 per person, incurred by You, Your family and guests in respect of injuries suffered as a result of an accident whilst on board the Vessel with Your permission.

What is not covered

- 2 No cover is provided in respect of anyone employed or paid to be on the Vessel.

Please note that all other conditions in [Section I](#), exclusions in [Section J](#) and General Excesses and Deductions in [Section K](#) apply in every case.

Section E – Personal Accident

What is covered

- 1 Insurers shall pay £15,000 to You or anyone on board the Vessel with Your permission who has an accident whilst on board or whilst getting on or off the Vessel, which results in:
 - 1.1 death;
 - 1.2 physical severance or permanent loss of use of the entire arm, hand, leg and/or foot;
 - 1.3 permanent loss of sight of one or both eyes; or
 - 1.4 a permanent total disability which has lasted at least 52 weeks post incident and which prevents or precludes any gainful employment and where the medical advisors that We may appoint confirm that the disability will not improve.

What is not covered

- 2 No cover is provided in respect of:
 - 2.1 anyone employed or paid to be on the Vessel; or
 - 2.2 anyone making a claim against You that is covered under Section B of the Policy.

Please note that all other conditions in [Section I](#), exclusions in [Section J](#) and General Excesses and Deductions in [Section K](#) apply in every case.

Section F – 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 under “Type of Racing”, 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 K 6.

Please note that all other conditions in [Section I](#), exclusions in [Section J](#) and General Excesses and Deductions in [Section K](#) apply in every case.

Section G – 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 H – Small Craft Hire Benefit

- 1 For Vessels up to 23 feet in length overall, We will pay up to £50 per day, up to a maximum of 7 days, for the hire of a similar vessel, if the Vessel suffers loss or damage while You are on holiday with the Vessel and it can no longer be used by You.

Section I – 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 The Vessel must not be navigated single-handed by anyone for a period in excess of 18 consecutive hours.
 - 1.3 You must maintain the Vessel for the use intended.
 - 1.4 You must not make any commitment on Our behalf without Our prior agreement.
 - 1.5 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.
 - 1.6 You must not use or allow the Vessel to be used for any unlawful purpose.

Section J – 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, unless required to safeguard the Vessel, You or Your guests;
 - 1.2 when the Vessel is being used for charter, hire or commercial letting unless agreed by Us;
 - 1.3 from any act or omission of the person in charge of the Vessel if they were impaired following the consumption of alcohol or drugs;
 - 1.4 from terrorism (unless cover is obligatory by law);
 - 1.5 from lawful arrest, restraint or detainment of the Vessel;
 - 1.6 from war, civil war, conflict, commotion and riot;
 - 1.7 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 1.7 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.
 - 1.8 any chemical, biological, bio-chemical, or electromagnetic weapon.
 - 1.9 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.

- 1.10 from sinking or swamping whilst the Vessel is unattended afloat if the Vessel is less than 17 feet length overall and the Maximum Designed Speed is in excess of 17 knots, unless agreed by Us.
- 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; or
 - 2.6 racing, if the Vessel is not a sailing vessel.
- 3 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.
- 4 Subject to the conditions, limitations and exclusions of the **Policy** to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.
- 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.
- 7 This insurance excludes coverage for:
- 7.1 any loss, damage, liability, cost, or expense directly arising from the transmission or alleged transmission of:
 - a) Coronavirus disease (COVID-19);
 - b) Severe Acute Respiratory Syndrome Coronavirus 2 (SARS- CoV-2); or
 - c) any mutation or variation of SARS-CoV-2; orfrom any fear or threat of a), b) or c) above;
 - 7.2 any liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for a), b) or c) above;
 - 7.3 any liability for or loss, cost or expense arising out of any loss of revenue, loss of hire, business interruption, loss of market, delay or any indirect financial loss, howsoever described, as a result of any of a), b) or c) above or the fear or the threat thereof.

Section K – 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”;
 - 1.4 under Section D “Emergency Medical Expenses”;
 - 1.5 under Section E “Personal Accident”;
 - 1.6 in respect of race entry fees under Section F “Racing”;
 - 1.7 for costs incurred solely to prevent or minimise a loss; and
 - 1.8 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,
 - (a) protective covers and canopies;
 - (b) Machinery (excluding outboard motor), batteries and tenders;
 - (c) paintwork or other surface finish;
 - (d) upholstery and soft furnishings; or
 - (e) mast, spars, sails, standing and running rigging.

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:

- 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 L – 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
- 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 premium as per page 4 "Under Cancellation Return" shown in our current "Terms of Business" (TOB). We reserve the right to make a reasonable admin fee of up to £50 for policies cancelled within the 14 day period.
- 6 You may cancel the Policy more than 14 days after receiving the Certificate of Insurance, We will refund the premium less as per Page 4 of our terms of business for the time You were on cover (the minimum premium We will charge will be £50 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 M – 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 K, subject to the terms and conditions of the Policy.

Section N – 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 courts shall have exclusive jurisdiction.

Sanctions Suspension Clause

It is a condition of this (re)insurance, and the (re)insured agrees, that the provision of any cover, the payment of any claim and the provision of any benefit hereunder shall be suspended, to the extent that the provision of such cover, payment of such claim or provision of such benefit by the (re)insurer would expose that (re)insurer to any sanction, prohibition or restriction under any:

- a.. United Nations' resolution(s);

- b.. the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Such suspension shall continue until such time as the (re)insurer would no longer be exposed to any such sanction, prohibition or restriction.

Section O – 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,
London EC3V 4AG

Telephone: +44 (0) 207 746 1300 Fax: +44 (0) 207 746 1001
Email: complaintsmanagement.be@msamlin.com

If you remain dissatisfied after MS Amlin have 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

Telephone: (Fixed): 0800 0234567 Tel (Mobile): 0300 1239123

Tel (Outside UK): +44 (0) 20 7964 0500

Email: complaint.info@financial-ombudsman.org.uk

Website: 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 normally only consider a complaint from private individuals or from a business that has an annual turnover of less than 2 million Euros and fewer than 10 employees