

Insurance Booklet

Third Party Liability



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IMPORTANT FEATURES:

Effected with Accelerate Underwriting Ltd on behalf of Royal & Sun Alliance Insurance Ltd by Ripe Insurance Services Ltd, The Royals, Altrincham Road, Manchester M22 4BJ.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall become void and all claims hereunder shall be forfeited.

We must draw **Your** attention to a number of important features of this Insurance:

- This part of the document provides details of **Your** policy and the terms and conditions that apply. The policy is a legal contract between **You** and **Us**. The policy wording and insurance schedule make one document and must be read together. Please keep them together
- The contract is based on the information **You** gave **Us** when **You** applied for the insurance
- **Your** policy is in two parts – this policy wording and the insurance schedule:

Policy	Schedule
<ul style="list-style-type: none">• Exactly what is covered and what isn't• How to make a claim and how We will settle that claim• Our obligations to You• The terms and conditions you must comply with	<ul style="list-style-type: none">• The sections of the policy that apply to you and the dates from which cover is in force• The various limits and sums insured that apply to Your cover• Any special terms that apply to Your policy• Your Premium• Your policy number

Our part of the contract is that **We** will provide the cover set out in this policy wording:

- for those sections which are shown on **Your** insurance schedule
- for the insurance period set out on the same insurance schedule.

Your part of the contract is:

- **You** must pay the Premium as shown on **Your** insurance schedule for each insurance period
- **You** must comply with all the terms and conditions set out in this policy.

If **You** do not meet **Your** part of the contract, **We** may turn down a claim, increase the premium or **You** may find that **You** do not have any cover.

IMPORTANT FEATURES:

Insurance Booklet: You should read this document carefully in conjunction with the insurance schedule. It gives details of what is and is not covered by the insurance and the conditions and exclusions of the cover.

Conditions and Exclusions: Conditions and exclusions will apply to individual sections of the insurance while general exclusions and conditions will apply to the whole insurance.

Limits: All sections have limits on the amount We will pay under that section. Some sections also include inner limits.

Excesses: Claims under certain sections may be subject to an Excess. Where there is an Excess, You will be responsible for paying the first part of a claim.

Reasonable Care: You are required to take all reasonable care to protect yourself and Your property and to act as though You are not insured.

Complaints: This insurance includes a complaints procedure which tells You what steps You can take if You wish to make a complaint.

'Cooling Off' Period: This insurance booklet contains a 'cooling off' period, which allows You to return it if You have justifiable reason to be dissatisfied with the cover provided.

This is an Agreed Value Policy: The sum insured shown in Your Policy Documents represents the value of Your Vessel as declared by You

PLEASE READ THESE FEATURES, YOUR INSURANCE SCHEDULE AND THE WHOLE OF THIS DOCUMENT CAREFULLY.

If the insurance does not meet Your requirements please return it.

Please note that this insurance is only available to individuals who are resident in the United Kingdom.

WHAT TO DO IN THE EVENT OF A CLAIM

If you have had an accident for which you want to make a claim under your insurance policy, this document will provide you with some important facts about what to do next.

Please notify us immediately of the loss, and in any event, within 30 days of its occurrence.

If anyone has been injured, **You** should prioritise their treatment ahead of other matters.

Please take necessary reasonable steps to mitigate the loss, and protect any damage from deteriorating, but do not commence any repairs until you have received permission to do so as a surveyor may need to inspect the damage prior to repairs commencing.

Do not admit liability if you have been involved in a collision with a third party.

Theft or malicious damage claims must be reported to the Police and the Crime Number noted.

If towage or salvage are required, please agree a realistic fixed price prior to acceptance.

Only the loss or damage caused by the incident for which **You** are claiming is covered by **Your** policy.

Please take care not to:

- Make any false statement in support of **Your** claim.
- Overestimate **Your** claim.
- Include in **Your** claim any items that were not lost or damaged in the incident.

Do be aware that attempting to mislead **Your** insurers over any part of **Your** claim may prejudice **Your** entire claim under the policy.

It may be necessary to appoint an independent surveyor to determine the nature cause and extent of the damage to **Your** boat, and the most effective method of repair. He will not have any authority to agree **Your** claim, or comment on policy coverage.

The surveyor will contact **You** to arrange a convenient time to inspect **Your** boat, and **We** would prefer **You** to be present at that first inspection.

Although the surveyor is representing **Your** insurers, he may be able to offer **You** advice based on his knowledge of local repair facilities.

The vessel is **Your** asset and **Your** responsibility at all times, so **You** will need to obtain estimates and manage the repair process. If **You** cannot get identical replacement items due to obsolescence, get estimates for current models of an equivalent standard and specification.

If **You** wish to take the opportunity of **Your** boat being in for repair to have other work done, or to upgrade any damaged equipment please ensure that **You** mark this clearly on any estimates and invoices, and agree with us first what part of the costs will be paid by **You**.

If repairs are delayed for any reason outside the control of **Your** insurers, the insurers will not be liable for any resultant increase in costs.

If **You** believe someone else is responsible for the damage to **Your** boat **You** have two options;

1. Claim off the other party.

Write to the person who caused the damage holding them responsible.

If they are insured, their insurers should settle **Your** claim directly with **You**, and **You** may also be able to claim for any out of pocket expenses **You** have incurred as a result of the incident.

2. Claim off **Your** insurance policy.

If the incident is covered under **Your** own hull insurance policy, **You** may claim off that.

Your policy **Excess**, and any other applicable deductions, will be applied to any payments the insurers make, even if the incident was not **Your** fault.

Your insurers may try to recover their costs from the other party or their insurers, and they may agree to include any out of pocket expenses **You** have incurred, together with **Your** policy **Excess**. These are termed **Your** 'uninsured losses'.

To the extent that the recovery action is successful, a proportion of **Your** policy **Excess** and any other 'uninsured losses' can be refunded to **You**.

Your insurers are not obliged to attempt a recovery and may decide not to do so if there is little chance of success or if the cost of the recovery action is disproportionate to the amount which would be recovered.

Email: office@macmarineclaims.com

Telephone: +44 (0)333 400 9159

Post: MAC Marine Claims Ltd., Suite 26 Alum House (FF), Discovery Court, 551-553 Wallisdown Road, Poole, Dorset BH12 5AG

IMPORTANT INFORMATION

STATEMENT OF DEMANDS AND NEEDS

This policy meets the needs of an individual who requires insurance for:

- Liabilities for accidental third party property damage or injuries to third parties

CONSUMER INSURANCE ACT

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct. **You** must tell **Us** of any changes to the answers **You** have given as soon as possible. Failure to advise **Us** of a change to **Your** answers may mean that **Your** policy is invalid and that it does not operate in the event of a claim.

KEEPING US INFORMED

This policy is based on the information **You** have given **Us** about **You**. It is important **You** let us know within 30 days of changes that affect what **You** have told **Us**.

If **You** fail to disclose all relevant information or make a misrepresentation, **We** may void the policy or reduce the value of any claim payment.

YOUR RIGHT TO CANCEL

If **You** decide that for any reason, this policy does not meet **Your** insurance needs then please return it to Insure4Boats within 14 days of issue. On the condition that no claims have been made or are pending, a full refund will be available.

There after **You** may cancel the policy at any time by informing Insure4Boats provided **You** have not made a claim **You** may be entitled to a partial return of **Your** premium less an administration fee of £25.00.

OUR RIGHT TO CANCEL

Our right to cancel:

The insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

Provided the premium has been paid in full **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

GOVERNING LAW

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the UK in which **Your** main residence is situated.

DATA PROTECTION

Your information will be held by **Us** in accordance with data protection legislation (including the General Data Protection Regulation from 25th May 2018), for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

Under the General Data Protection Regulation **You** have a right of access to see personal information about **You** that is held in **Our** records, whether electronically or manually.

DEFINITIONS

This part of the policy sets out the words which have a special meaning. Each word is listed with the meaning explained below and is printed in **Bold** type whenever it appears in the **Policy Documents**.

Accident/Accidental

An external, sudden, unexpected, un-planned unusual specific event occurring at a definable time and place.

Bodily Injury

Identifiable physical injury or death (but excluding all non-physical complaints).

Cruising Limits

The geographic area as shown in the **Policy Documents**.

Due Care and Diligence

The degree of care with which a prudent uninsured owner could reasonably be expected to exercise in relation to the ownership, use and care of the **Vessel**.

Endorsements

Any terms and conditions made separately to the terms of the policy and specified in **Your Policy Documents**.

Excess

The amount that you must bear as the first part of any agreed claim as specified in **Your Policy Documents**.

Hull, Machinery and Equipment

Including, but not limited to the hull, machinery, main/auxiliary engines, outboard motors, gear, gearbox, starter motors, alternators, electrical and mechanical equipment, cables, fittings, hydraulics, piping and fittings, boilers, shafts/propellers, exhaust, generators, air conditioning systems, pumps, tanks, water makers sails and rigging, that are specified that are part of the original purchase of the **Vessel**. This does not include **Personal Effects**.

Policy Documents

The documents issued by **Us** to **You** to include an insurance schedule, certificate and policy wording and any other documents that detail matters of policy cover, exclusions, limitations, and **Endorsements**.

Professionally Run Marina

A secured and sheltered mooring complex, providing controlled access to berths, racking, compounds or pontoons and 24hour manned security excluding facilities with floating or temporary breakwaters.

Reasonable Cost

The cost which would be paid by a prudent uninsured. It does not include any premium incurred in order to have the repairs or any other work effected on an accelerated basis

Seaworthiness

Your Vessel and her **Hull, Machinery and Equipment** is maintained in such condition that the **Vessel** is able to manage the perils of the seas, and other areas of operation, and is at all times suitably moored, equipped and provisioned.

Small Open Motor Boat

A vessel less than 20ft in length with no cabin or cuddy and propelled using an outboard motor manufactured from aluminium shell or fibreglass with a maximum speed of 15 knots

Third Party

A person who makes a claim against anyone insured by this insurance.

You/Your/Yours

The insured person/persons named in the **Policy Documents** who/whom is/are a United Kingdom resident any other person whilst aboard the named **Vessel** with **Your** permission.

Vessel(s)

The **Vessel** named in the **Policy Documents** to include her **Hull, Machinery and Equipment** and the **Vessels** tender and road trailer.

We/Us/Our(s)

Royal & Sun Alliance Insurance Ltd, St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL

SECTION 1 - LIABILITY TO THIRD PARTIES

What is covered:

- **We** will provide cover for any sums **You** become legally liable to pay as a consequence of the **Accidental** death and/or **Bodily Injury** to persons, or **Accidental** damage to property or **Accidental** damage to any other **Vessel**, up to the amount shown in **Your Policy Documents**
- Any legal costs incurred in settling or defending any civil claim providing **We** have given written consent
- Any expenses **You** occur as a consequence of attending at an official enquiry, Inquest or similar such occasion, provided that **We** have given our written consent
- **We** will also provide cover, subject to the policy terms and exclusions, to any person in charge of **Your Vessel** with **Your** permission

What is not covered:

- **Your** legal liabilities to, and/or of, anyone operating or working upon the **Vessel** who is an employee and or a contractor and or sub-contractor of a shipyard, yacht club, brokerage, marina, delivery company or any other similar organisation
- Any liabilities arising from the Road Traffic Act, whilst the **Vessel** is in transit
- Any liability to any persons being towed behind the **Vessel** on water-skis, wakeboards, donuts or bananas, or similar such activity, unless shown in **Your Policy Documents**
- Any liabilities to any person being towed, or preparing to be towed, by **Your Vessel** for the purpose of parasailing, parascending or parakiting, or similar sports, unless shown in **Your Policy Documents**
- Any liabilities to any person engaged in snorkelling, diving or similar underwater sports
- The legal costs of defending any criminal prosecution
- The payment of any fines or other punitive damages
- Claims arising from **Your** reckless actions, or from the wilful misconduct or those to whom this policy may extend
- Any liability arising out of a contract

GENERAL EXCLUSIONS

We shall not be liable for:

1. Any claims whilst **Your Vessel** is let out on hire or charter or for any other financial reward
2. Any loss or damage occurring whilst **Your Vessel** is left afloat when unattended, unless shown in **Your Policy Documents**. This exclusion does not apply to inland craft or narrowboats
3. Any claims for loss and damage whilst the **Vessel** is used for racing unless shown in **Your Policy Documents**
4. Any claims for loss or damage whilst the **Vessel** is used for speed tests or trials
5. The first **Excess** of any claim
6. Any claim arising from war or terrorism unless shown in **Your Policy Documents**
7. Any claim arising from the capture, seizure, civil disturbance, restraint or detainment of the **Vessel**, unless shown in **Your Policy Documents**
8. Any claim for loss or damage to the **Vessel** due to ionising radiation, radioactivity, nuclear fuel or from any nuclear waste or nuclear equipment
9. Any claim for loss or damage to the **Vessel** due to chemical, biological, bio-chemical or electromagnetic weapons
10. Any loss or damage to the **Vessel** resulting from a computer, computer system, computer software programme, computer virus or process, or any other electronic system used for causing harm or damage
11. Any claim for loss, destruction or damage to the **Vessel** occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
12. Any claims for loss or damage caused by **You**, or by the person in charge of the **Vessel** being under the influence of alcohol or drugs
13. Any claims for loss or damage arising if the **Vessel** is towing another **Vessel** or being towed by another **Vessel** except in an emergency
14. Any claims resulting from the **Vessel** being left moored, anchored or left unattended off an exposed beach, shore, or seaward of the high tide mark
15. Any claim for loss of damage whilst the **Vessel** is being used outside the **Cruising Limits** shown in the schedule

SANCTION LIMITATION AND EXCLUSION CLAUSE

We shall not provide cover nor shall they 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 **Us** 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.

GENERAL CONDITIONS:

These are the conditions of the insurance **You** will need to meet as part of this contract. If **You** do not a claim may be rejected or payment could be reduced. In some circumstances **Your** policy will be invalid.

1. Between the period 1st November and 31st March the **Vessel** must be in either a **Professionally Run Marina** or ashore when not in use. This condition does not apply to narrowboats, inland craft or unless agreed by us in writing
2. For **Vessels** used on inland waters
A current Canal and River Trust or Environment Agency Licence, or the equivalent Licence from the local Navigation Authority, and a current Boat Safety Certificate is obtained.
3. Survey Clause
If the insured **Vessel** is over 30 years of age **You** must have in **Your** possession an out of water condition and valuation survey, carried out and completed within the last three years by an independent qualified marine surveyor.
 - a) Any surveyor recommendations made must be complied with
 - b) If **Your Vessel** is a sail yacht the survey must also include a full inspection of the mast, spars, sails and rigging
 - c) If **Your Vessel** has an engine(s) this must include a full inspection

This clause does not apply to **Small Open Motor Boats**

4. Home Mooring Clause
We will cover **Your Vessel** whilst left afloat at the moored location shown in **Your Policy Documents** providing it is berthed on a pontoon, trot, swinging mooring or piles in a recognised, **Professionally Run Marina** or equivalent or ashore. Trot, swing, pile and pontoon moorings outside of a marina are only acceptable in England but excluding the following locations:
Thames Estuary between Two Tree Island and Shoeburyness
Portland Outer Harbour
Brixham Outer Harbour
Swanage & Seaview
Any trot, swinging mooring, piles or pontoon must be professionally laid and maintained and serviced annually.
However, for any **Vessels** moored outside of England **We** can only provide cover if the **Vessel** is kept at a **Professionally Run Marina** or ashore.

5. **You** shall maintain, and keep the insured **Vessel**, including any trailer, in a proper state of repair and **Seaworthiness** (and/or roadworthiness) and shall at all times exercise **Due Care and Diligence** in safeguarding it
6. When the insured **Vessel** is under way there will be a suitably experienced person on board, and in charge
7. The maximum designed speed of the insured **Vessel** is not more than 50 knots
8. The insured **Vessel** is professionally built and has not undergone any significant structural alterations or additions
9. The insured **Vessel** is manufactured from fibreglass, aluminium, steel or wood only
10. The insured **Vessel** is not more than 50 years old at inception of the policy or 10 years in respect of wooden vessels
11. The overall length of the insured **Vessel** does not exceed 50ft unless used on inland waters
12. Any fire extinguishers or fire suppression systems on the insured **Vessel** are adequate and suitable for the use intended, are maintained within a serviceable date and are kept in efficient working order at all times as per manufacturers guidelines
13. If **Your Vessel** has gas appliances, any gas bottles or canisters are to be self-contained in a draining locker which drains overboard. The delivery tubing must conform to British Standards and the gas bottles are to be securely fixed
14. The insured **Vessel** complies with all relevant regulations
15. Single handed sailing is permitted (in the hours of daylight only), unless the **Vessel** has an overall length in excess 26ft
16. Any insured **Vessel** which has an overall length in excess 26ft must have a minimum of two suitably experienced crew on board at all times whilst underway. This condition does not apply to narrowboats
17. No Claims Bonus Clause

In the event of this insurance having been in force for the total period of twelve consecutive months (including a commission period of not less than four months) and being renewed at the end thereof for a further period of twelve months then if upon such renewal there shall have been, or shall be, no claim paid or outstanding hereunder **You** shall be entitled upon such renewal to a bonus of:

- | | |
|-----|--|
| 5% | If no claim paid or outstanding after one consecutive years' Insurance |
| 10% | If no claim paid or outstanding after two consecutive years' Insurance |
| 15% | If no claim paid or outstanding after three or more consecutive years' Insurance |
| 20% | If no claim paid or outstanding after four or more consecutive years' Insurance |
| 25% | If no claim paid or outstanding after five or more consecutive years' Insurance |

COMPLAINTS

Our commitment to customer service

We are committed to going the extra mile for **Our** customers. If **You** believe that **We** have not delivered the service **You** expected, **We** want to hear from **You** so that **We** can try to put things right. **We** take all complaints seriously and following the steps below will help **Us** understand **Your** concerns and give **You** a fair response.

HOW TO COMPLAIN

- Please quote **Your** policy number and claim reference (if applicable) in all correspondence so that **Your** concerns may be dealt with speedily.
- If **You** are unhappy with any element of the cover we provide or any aspect of **Our** service or have a cause for complaint, please, in the first instance, contact Insure4Boats.
- If **You** are still unhappy after Insure4Boats has reviewed, then contact:

A claim	Please contact Mac Marine Claims: <ul style="list-style-type: none">• Post – MAC Marine Claims Ltd. Suite 26 Alum House (FF), Discovery Court 551-553 Wallisdown Road, Poole, Dorset, BH12 5AG• Email: office@macmarineclaims.com
All other matters	Please contact the Managing Director at Accelerate Underwriting Ltd: <ul style="list-style-type: none">• Post - 3rd Floor, 153 Fenchurch Street, London, EC3M 6BB• Email - complaints@accelerate-underwriting.com

Details of the Accelerate internal complaint-handling procedures are available on request.

Alternatively, **You** can ask Insure4Boats to refer the matter on for **You**.

COMPLAINTS PROCESS

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep **You** informed of progress
- Do everything possible to resolve **Your** complaint
- Use the information from **Your** complaint to proactively improve **Our** service in the future.

Once **Your** complaint is reviewed, a final decision will be issued in writing within 8 weeks of the date **Your** complaint is received.

IF YOU ARE STILL NOT HAPPY

If **You** are still unhappy after **Our** review, or **You** have not received a written offer of resolution within 8 weeks of the date **We** received **Your** complaint, **You** may be eligible to refer **Your** case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints. They can be contacted at:

- Post: Financial Ombudsman Service, Exchange Tower, Harbour, Exchange Square, London E14 9SR
- Telephone: 0800 0234567 (for landline users) or 0300 1239123 (for mobile users)
- Email: complaint.info@financial-ombudsman.org.uk
- Website: www.financial-ombudsman.org.uk

You have the right to refer **Your** complaint to the Financial Ombudsman, free of charge, but **You** must do so within six months from the date of the final response letter. If **You** do not refer **Your** complaint in time, the Ombudsman will not have our permission to consider **Your** complaint and so will only be able to do so in very limited circumstances. This does not affect **Your** right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

YOUR RIGHTS

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

We are covered by the FSCS. If **We** are unable to meet **Our** financial obligations **You** may be entitled to Compensation from the scheme, depending on the type of insurance and the circumstances of the Claim.

For this type of insurance 90% of **Your** Claim is covered, without any upper limit. Further information about Compensation scheme arrangements is available at www.fscs.org.uk, and on 020 7741 4100, or 0800 678 1100.

Accelerate Underwriting Limited is an Appointed Representative of Resolution Underwriting Partnership Limited, who are authorised and regulated by the Financial Conduct Authority (FRN 308113) in respect of general insurance business and is registered in England No. 05104119. Registered Office: Number One, 1 Vicarage Lane, Stratford, London, E15 4HF.

Calls may be monitored and recorded for quality assurance purposes.

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