

Yacht & Pleasure Craft Policy



INSURANCE
CORPORATION

Customer Service and our Commitment to You

Customer Service

At Insurance Corporation we have a commitment to customer service. We have built a reputation as a company that puts our customers first and foremost.

You can help us to maintain our reputation by letting us know if that doesn't happen and you consider that our service has not been acceptable.

Our commitment to you:

If you are not satisfied with our service for any reason, you should initially write or ask to speak with the Service Manager, Sarah Beatty on 01481 707523

If matters are not resolved to your satisfaction you can write to the General Manager, Mandy Hunt at the same address

Guernsey Office

Insurance Corporation of the Channel Islands Ltd
P O Box 160
Dixcart House
Sir William Place
St Peter Port
GY1 4EY
Tel: 01481 713322

Jersey Office

Insurance Corporation of the Channel Islands Ltd
P O Box 742
26/30 Queen Street
St Helier
JE4 8ZN
Tel: 01534 700200

If you are not satisfied with our final response to your complaint, you can refer your complaint to the Channel Islands Financial Ombudsman (CIFO)

You must contact CIFO about your complaint within six (6) months of the date of our final response letter.

Channel Islands Financial Ombudsman (CIFO)
P O Box 114
Jersey
JE4 9QG

Email: enquiries@ci-fo.org
Guernsey telephone: 01481 722218
Jersey telephone: 01534 748610

Yacht and Pleasure Craft Policy

This is **Your** Yacht and Pleasure Craft policy.

It is the evidence of the contract **You** have made with the Insurance Corporation of the Channel Islands Limited. **We** will insure **You** during the **Period of Insurance** in the terms set out in **Your** Yacht and Pleasure Craft policy, in return for payment of the premium.

The **Schedule** and any **Endorsements** are all part of the policy. They show which sections are in force and contain the details of **Your** insurance.

Cover will continue after the renewal date shown in the master **Schedule** for any period for which **We** accept **Your** renewal premium.

Use the master **Schedule** and the index to find the sections **You** have insured and read them carefully along with the **Schedule** that goes with each one. **You** should also pay particular attention to the conditions and exclusions of the policy.

Please make sure that **Your** policy meets **Your** requirements. If it does not, tell **Us** or **Your** insurance adviser immediately. If **You** return it to **Us** within 30 days **We** will charge **You** nothing, provided that **You** have not made a claim during this period.

The proposal and declaration made by **You** are incorporated in and form part of the contract. **You** must tell **Us** of any change in this information as soon as possible since failure to do so could invalidate **Your** policy. **You** must not wait until the next renewal date.

The Insurer hereby assigns to the Insured the benefit of the indemnity issued by the Insurer's Parent Company RSA Insurance Group plc.

For risks in the Bailiwick of Jersey, Bailiwick of Guernsey or the Isle of Man the policy is governed by Jersey Law, Guernsey Law and Isle of Man Law respectively. For risks situated in the United Kingdom, English Law shall apply to the policy unless otherwise agreed by Us and evidenced in writing.

Insurance Corporation of the Channel Islands Limited is regulated by the Guernsey Financial Services Commission.

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Definitions

Any word listed under "DEFINITIONS" will carry the same meaning wherever it appears in the policy in bold print:

| | |
|--|--|
| You/Your | The person or persons shown in the Schedule under "Insured" |
| We/Us/Our | Insurance Corporation of the Channel Islands Ltd |
| Schedule | The separate pages showing details of the Insured, Period of Insurance , the Vessel , the cruising range, the sums insured, commission period and operative endorsements. The Schedule is part of this policy |
| Period of Insurance | Cover will commence at 0001 hours and end at 0000, unless otherwise agreed, on the dates shown in the schedule or renewal notice |
| Endorsement | An alteration to the terms of the policy either expressed in the Schedule or indicated in the policy text |
| Vessel | The hull, superstructure, fittings, machinery, engines, motors, tenders up to 16 feet in length, gear and equipment such as would normally be sold as one unit, but not including the trailer |
| Mechanical or Electrical Breakdown (excluded under section 1) | Damage to or failure of machinery, engines, motors, batteries and their connections (other than the shaft and propeller) unless caused by:- <ol style="list-style-type: none">1 Sudden accidental incursion of water into the Vessel directly caused by an identifiable and unexpected occurrence2 The Vessel being stranded, sunk, burnt, on fire, in collision or in contact with any external substance (ice included) other than water3 Accidents occurring whilst machinery, engines, batteries and their connections are being removed from or placed in the Vessel or from or into a place of storage4 Malicious acts5 Fire or accidental damage whilst in store |
| Warranty | A Warranty is an undertaking from You given to Us that something shall or shall not be done or whereby You affirm or deny the existence of particular facts or circumstances. A Warranty must be totally complied with otherwise We may avoid all liability from the date of the breach of Warranty . It would be no defence for You to say that once the Warranty had been broken You had remedied the position and complied with a Warranty before loss had occurred |
| In Commission | The period when the Vessel is fitted out ready for sea or inland waters and available for Your immediate use |

| | |
|--|--|
| Laid Up | The period when the Vessel is dismantled, not fitted out or available for immediate use. During this period the Vessel must not be used for any purpose whatsoever other than dismantling, fitting out or customary overhauling. |
| Report | Written report of findings and recommendations following examination of the Vessel presented to and accepted by Us . |
| Valuation | Written statement of opinion by a person suitably qualified/experienced and approved by Us in respect of evaluating the market value of the Vessel at the time of an inspection. |
| Condition Survey | Report following a general inspection of the Vessel undertaken by a person suitably qualified and approved by Us to determine the overall condition and seaworthiness of the Vessel . |
| Full Survey | Report and Valuation following a full out of water inspection of the Vessel and any road trailer, gear and equipment used in conjunction with the Vessel , undertaken by a person suitably qualified and approved by Us in order to determine the structural condition of the Vessel and its components. |
| Personal Accident | Accidental bodily injury caused solely and directly by outward violent and visible means. |
| Permanent Total Disablement | Disablement which prevents attending to business or occupation of any and every kind which, lasting for 12 consecutive calendar months, is at the expiry of that period beyond all hope of improvement. |
| Loss of One or More Limb(s) | Physical, permanent and total loss of use above the wrist or ankle. |
| Complete, Irrecoverable Loss of Sight | Complete, irrecoverable loss of sight of one or both eyes. |

Scope of Cover

We indemnify **You** against accidental loss or damage to the **Vessel** and liability, as detailed in this policy, which may occur during the **Period of Insurance** for which **We** have accepted **Your** premium.

The **Vessel** is covered whilst **In Commission** or **Laid Up** within the cruising range stated in the **Schedule**, including hauling up, launching and manoeuvring by hand, fitting out or whilst under survey with leave to assist and to tow vessels in distress, but it is a **Warranty** that the **Vessel** shall not be towed except when in need of assistance nor undertake towage or salvage services under a contract previously arranged. The foregoing shall not exclude customary towage in connection with laying up, fitting out or repairs.

Section 1A – Loss of or Damage to the Vessel

This Section of **Your** policy insures **Your Vessel** against physical loss or damage to the **Vessel** caused by an accidental fortuitous cause.

But excludes:

- a Loss or damage resulting from want of reasonable care on **Your** part.
- b Wear, tear, depreciation, **Mechanical or Electrical Breakdown**, damage caused by vermin and frost.
- c Loss of or damage to sails or non-integral protective coverings split by the wind or blown away whilst set, unless in consequence of damage to the spars to which sails are bent or occasioned by the **Vessel** being stranded, sunk, burnt, on fire, in collision or in contact with any external substance (ice included) other than water.
- d Loss of or damage to masts, spars, sails, standing or running rigging whilst the **Vessel** is racing unless such loss or damage is caused by the **Vessel** being stranded, sunk, burnt, on fire, in collision or in contact with any external substance (ice included) other than water.
- e The cost of replacing or repairing any part condemned solely because of a fault in design or construction.
- f The cost of rectifying any defect resulting from either negligence or breach of contract in respect of any repair or alteration work.
- g Loss of or damage to personal effects, consumable stores, fishing gear or laid moorings.
- h Theft of inflatable craft when deflated unless following forcible and violent entry in to the **Vessel** or place of storage or if stolen with the **Vessel**. A vehicle is not considered a place of storage within the terms of this policy.
- i Theft of the **Vessel** by any person having control of the **Vessel** with your consent.
- j Theft of any outboard motor unless at the time of the theft it was either secured to the **Vessel** or her boat(s) by an anti-theft device, or it was inside a locked cabin or locked storage compartment to which access was forcibly gained.
- k Theft of any of the **Vessel's** gear or equipment unless stolen with the **Vessel** or following forcible and violent entry into a locked cabin, locked storage compartment or place of storage.
- l Theft of the **Vessel's** boat(s), tender(s) or liferaft(s) unless permanently marked with the name of the **Vessel**.
- m Loss, damage or failure to electrical equipment unless directly caused by a sudden identifiable, unintended and unexpected occurrence at a specific time and place during the **Period of Insurance**.
- n Loss or damage resulting from a gradual incursion of water into the **Vessel** as a result of the **Vessel** not being watertight.

Section 1B – Additional Cover

Replacement of Gear and Equipment

Deductions on account of new material replacing old not exceeding one-third may be made at **Our** discretion in respect of loss of or damage to sails, protective covers, running rigging and batteries outboard motors.

No settlement shall however exceed the values declared for insurance.

Sighting Expenses

We shall pay for the expense of sighting the underwater Section of the hull after grounding, if reasonably incurred specially for that purpose, even if no damage is found.

Emergency and Salvage Charges

We shall pay for all charges and expenses (up to the sum insured) reasonably and necessarily incurred in minimising or averting a loss which would have been covered by this policy.

Pollution

If **Your Vessel** is damaged by an event covered by section 1A of this policy and subsequently becomes a pollution hazard or threat, **We** shall pay for any loss or damage to **Your Vessel** directly caused by any Governmental Authority acting to prevent or minimise such pollution hazard or threat.

Other Vessels Owned

If **Your Vessel** should come into collision with or receive salvage service from another **Vessel** owned wholly or in part by **You**, **You** will have the same rights under this policy as **You** would have if the other **Vessel** was owned by someone else. In such a case, the liability for the collision or cost of salvage services shall be referred to a sole arbitrator to be agreed upon between **You** and **Us**.

Nautical Equipment

Loss or damage to crew's clothes provided by the owner, binoculars, sextants, nautical books, oil-skins, sea-boots and yachting clothes being **Your** personal property only by the **Vessel** being stranded, sunk, burnt or in collision up to, unless specifically mentioned, a sum equivalent to 2.5% of the sum insured on the **Vessel** in respect of any one claim.

Transit

(applicable only where the **Vessel** does not exceed 30 feet or 9.14 metres in length)

This policy extends to cover loss or damage as set out in section 1A while the **Vessel** is in transit by road, rail, car-ferry or air, provided the loss or damage occurs within the cruising range detailed in the **Schedule** excluding scratching, bruising, denting, the cost of consequent repainting or revarnishing, or any legal liability to third parties whilst the **Vessel** is in transit. In addition cover includes loading and unloading from the conveyance and claims made by third parties for damage, loss of life or injury arising out of these operations.

Repacking of Liferrafts

We shall pay for professional costs incurred for the repacking of self inflating emergency liferafts or other specifically designed lifesaving apparatus providing that manufacturers servicing recommendations have been adhered to following accidental discharge or use during an emergency situation.

Limited Theft Cover

Subject otherwise to the terms and conditions of this policy, section 1A exclusion k is amended to include theft of external permanently fitted gear and equipment on the **Vessel** up to but not exceeding 5% of the total sum insured under this policy.

Section 1C – Personal Accident Cover

This Section covers the Insured, and any persons invited aboard the **Vessel**, for the following benefits in the event of a **Personal Accident** whilst aboard, embarking or disembarking the **Vessel** which, within 12 months of that accident, is the sole and independent cause of subsequent death or disability.

1. **Death** £10,000
2. **Loss of One or More Limb(s)** £10,000
3. **Loss Of Sight** £10,000
4. **Permanent Total Disablement** £10,000

For persons aged under 16 or over 65 years at the time of the accident, the death benefit will be limited to £2,500 and the **Permanent Total Disablement** benefit will not apply.

The overall limit for the extension is £60,000 any one event resulting in death or bodily injury to one or more persons.

In the event of claims arising in respect of more than 6 persons out of any one event, the individual sums insured will be proportionately reduced until their total does not exceed £60,000.

Additional Covers

This section extends to include:

| | |
|-------------------------|--|
| Medical Expenses | Emergency medical expenses reasonably incurred following Personal Accident to You or Your passengers. Limit of indemnity any one accident or occurrence £500. |
| Travel Expenses | Reasonable additional travel expenses incurred to return You and any passengers to the moorings shown in the Schedule following death or Personal Accident to You . Limit of indemnity any one accident or occurrence £500. |
| Vessel Recovery | Reasonable expenses incurred to return the Vessel to the moorings shown in the Schedule following Your death or Personal Accident which renders You unfit to take charge of the Vessel for more than 24 hours. Limit of indemnity £1,000 any one accident or occurrence. |

The benefits will be paid to the person(s) covered under this extension, or their legal representative(s)

Exclusions

No claim will be allowed under this extension in respect of death, loss or disablement caused directly or indirectly by:

1. A disease or any physical defect or illness.
2. An injury which existed prior to the accident.
3. Pregnancy.

4. Consequential loss of any kind.
5. Suicide, deliberate self-injury, being under the influence of drink or drugs (unless prescribed by a Doctor), alcoholism, drug addiction, solvent abuse or wilful exposure to exceptional risk (except in attempting to save human life).

In addition to the above, no claim will be allowed under this extension:

6. For the death or disablement of workmen or any persons employed in any capacity whatsoever by the Insured.
7. For death or disablement occurring whilst the **Vessel** is being used for purposes other than private pleasure use.
8. For death or disablement whilst embarking or disembarking the **Vessel** for water or airborne sports other than water ski-ing.

Conditions

1. No payment shall be made without appropriate medical certification.
2. In the event of a claim **We** will require medical certificates, information, evidence, and receipts, these must be obtained by the Insured and not at **Our** expense.
3. In the event of a claim, if **We** require a medical examination, the insured must agree to this and in the event of death **We** are entitled to a post-mortem examination, both at **Our** expense.
4. No claim shall be payable under more than one benefit in respect of any one **Personal Accident**. In the event of a **Personal Accident** causing **Permanent Total Disablement** followed by death occurring from any one cause within 12 calendar months of the accident, **We** will pay only the compensation payable in case of death.

Section 2 - Legal Liability

Cover

By reason of **Your** interest in the **Vessel You** may be held legally liable for damage, loss of life or injury and this Section of **Your** policy indemnifies **You** for such payment as defined below.

This Section also covers the legal liability of any person (other than a person operating or employed by the operator of shipyard, repair yard, slipway, yacht club, marina, sales agency or similar organisation) using the **Vessel** with **Your** permission.

The limit of indemnity under this Section is as shown in the **Schedule** for any one accident or series of accidents arising from the same event. In no case shall the total indemnity exceed the amount shown in the **Schedule** in respect of any one event.

We shall indemnify **You** or any person using the **Vessel** with **Your** permission against claims resulting from **Your** or their legal liability for:-

- 1 Death or bodily injury to any person other than **You** or other than as specified in exclusions (a) to (h) below.
- 2 Loss of or damage to property not belonging to **You** or the permitted user.
- 3 Attempted or actual raising, removal or destruction of the wreck of the **Vessel** or any neglect or failure to raise, remove or destroy the wreck.
- 4 Expenses incurred by **You** with **Our** prior written consent in connection with Official Enquiries and Coroners Inquests.
- 5 Legal costs, incurred with **Our** prior written consent in defending any action or contesting liability whether or not such action proceeds in the Criminal or Civil Court.

Exclusions

We shall not indemnify **You** or the permitted user against claims resulting from legal liability for:

- a Death or bodily injury in respect of any person employed in any capacity by **You** in connection with the **Vessel** or similarly employed by any person using the **Vessel** with your permission.
- b Accidents caused by or to water skiers whilst being towed or preparing to be towed by **Your Vessel** until safely back on board **Your Vessel** unless cover for such liability is specifically included in the policy by **Endorsement 5** in Section 6.
- c Accidents arising from any person engaged in kiting or other airborne sport whilst being towed by **Your Vessel** or preparing to be towed or until safely back on board **Your Vessel**.
- d Accidents arising while the **Vessel** is in transit by mechanically propelled road vehicle, rail, ship or aircraft.
- e Accidents involving a trailer except when intentionally not coupled to a towing vehicle.
- f Death or bodily injury in respect of fare-paying passengers and damage or loss to their property.
- g Damages or penalties arising under contract.
- h Fines or other penalties imposed under any statutory code or common law in respect of any offence committed.

Section 3 – General Exceptions

This policy does not insure

Use other than Private Pleasure

The **Vessel** or the trailer if they are used for any purpose other than private pleasure or are let out on hire or charter unless specifically agreed by **Us**.

Wear and Tear

Wear and tear or any gradually operating cause.

Consequential Losses

Consequential loss of any kind or description incurred by **You**.

Confiscation or Nationalisation

Loss or damage caused by confiscation or nationalisation by any authority.

Cruising Range

The **Vessel** if she is cruising in any area other than specified in the **Schedule** or subsequent **Endorsement**.

Speed

Against loss, damage, liability or any salvage services if the **Vessel** or any of her boats have a designed speed (with existing engines) greater than 17 knots unless stated in the proposal form in which case the Speedboat Clauses (**Endorsement 4** in Section 6) applies to the relevant craft.

War Risks

Any consequence of war, invasion, act of foreign enemy (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

Strike Risks

Against loss, damage, liability or expense arising out of the actions of strikers, locked out workmen or persons taking part in labour disturbances, riots or civil commotions.

Sonic Bangs

Loss or damage caused by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speed.

Terrorism

Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.

For the purpose of this exclusion, "terrorism" means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any Section of the public in fear.

Radioactive Contamination

Any loss, damage, liability or expense directly or indirectly caused by or contributing to or arising from:

- a Ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- b The radioactive, toxic, explosive or hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

- c Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- d The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exception in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar, peaceful purposes.

**Chemical
Biological
Bio-Chemical
Electromagnetic,
Weapons,
Cyber Attack**

Any loss, damage, liability or expense directly or indirectly caused by or contributing to or arising from:

- a Any chemical, biological, bio-chemical or electromagnetic weapon.
- b The use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electrical system.

**Capture
Seizure
Arrest
Restraint
or Detainment**

Against loss, damage, liability or expense caused by capture, seizure, arrest, restraint or detainment.

Fines

Against fines, penalties or punitive damages.

Pollution

Any loss, damage, liability or expense caused by pollution or contamination unless directly caused by a sudden identifiable, unintended and unexpected incident occurring entirely at a specific time and place during the period of insurance.

Wilful Misconduct

Any loss, damage, liability caused by wilful misconduct or acts or recklessness by **You** or other persons in control or the **Vessel** including, but not limited to, conduct when under the influence of alcohol or drugs.

**Date change and
computer viruses**

Loss or damage caused directly or indirectly to equipment because it fails correctly to recognise any date change in a way that it does not work properly or at all; and

- by computer viruses.

Equipment includes computers and anything else insured by the policy which has a microchip in it.

Computers include hardware, software, data, electronic data, processing equipment and other computing and electronic equipment linked to a computer.

Computer viruses include any program or software which prevents any operating system, computer program or software working properly or at all.

Section 4 – Claims and Accidents General Conditions and Procedures

Notification of Claims

- 1 In the event of any occurrence which may give rise to a claim under this policy immediate notice must be given to **Us** and in the event of theft or malicious damage the local police. If the **Vessel** is abroad such notice must be given to the nearest Lloyd's Agent.
- 2 Full information of the occurrence must be given in writing as soon as possible thereafter with names and addresses of witnesses and any third party claimants.
- 3 **You** must send to **Us** as soon as possible, and unanswered, all claims letters, summonses, writs or documents which **You** receive from third parties and give **Us** whatever assistance and information **We** may require.

Admission to Third Parties

No liability of any sort may be admitted and no undertaking given, nor may any offer, promises or payment be made or legal expenses incurred by **You** without **Our** written consent. **We** shall be entitled if **We** so wish to take over and conduct in **Your** name any action in respect of claims for indemnity or damages or otherwise involving any third party.

Repairs and Tenders

We shall have a right of veto concerning the place of repair or repairing firm and may also take tenders or may require tenders to be taken for the repair of the **Vessel**. Any additional expenses arising from compliance with **Our** requirements shall be refunded to **You**.

Reinstatement

We may choose to reinstate or replace any part of the insured property damaged or destroyed instead of paying the amount of the loss or damage in money. Reinstatement or replacement shall be as close to original specification as possible but it is agreed that **We** shall not be expected to achieve an exact restoration. If **We** choose to reinstate or replace, **You** must take all reasonable steps to provide **Us**, when required, with all such plans, specification and information as **We** think necessary or expedient for the purpose.

Constructive Total Loss

In ascertaining whether the **Vessel** is a constructive total loss the insured value will be taken as the repaired value, and nothing in respect of the damage or break-up value of the **Vessel** or wreck will be taken into account. No claim for constructive total loss based on the cost of recovery and/or repair of the **Vessel** shall be recoverable unless such cost would exceed the insured value. No settlement shall exceed the sums insured specified in the **Schedule**.

**Unrepaired
Damage**

In no case shall **We** be liable for unrepaired damage in addition to a subsequent total loss sustained during the **Period of Insurance** shown in the **Schedule**.

Other Insurances

In the event of any claim arising under any other insurance **We** shall not be liable for more than our rateable proportion of such claim.

Section 5 – Other Provisions

Facts Omitted and Misrepresented

This policy or any subsequent renewal will be null and void from inception

- 1 if **You** have obtained cover through the omission, misrepresentation or suppression of any facts, truths or circumstances known to **You** or which reasonably **You** could be expected to know and which to the best of your knowledge and belief could have influenced **Our** assessment and acceptance of the risk or offer of renewal,
- 2 if **You** or anyone acting on **Your** behalf obtained cover through the omission, misrepresentation or suppression of such facts, truths or circumstances,
- 3 if **You** deliberately omit, misrepresent or suppress any facts, truths or circumstances in support of a claim under this policy.

In any such event, **You** shall lose all **Your** rights under this policy, or any subsequent renewal. **We** shall be entitled to retain the full premium and may take steps to recover any payments made in respect of claims under the policy.

Compliance with Policy Terms

Our liability will be conditional on **Your** complying with the terms of this policy. This provision applies equally to any other person entitled to indemnity under this policy.

Duties as Owner Warranty

It is a **Warranty** of this insurance that **You** shall maintain the **Vessel** in a proper state of repair and seaworthy condition or in the case of a trailer, roadworthy condition and that you ensure the **Vessel** is moored on a suitable and well maintained mooring and that **You** act reasonably as owner to prevent or minimise any loss or damage.

Sums Insured

The amounts stated in the **Schedule** constitute the basis for total loss settlements and reflect the current market values of the **Vessel**, her equipment or other items specified in the **Schedule**. The market value of the **Vessel** shall be evaluated as follows:

- 1 in the case of partial or constructive total loss; the lowest cost of acquiring a **Vessel** of the same or similar model, construction, age, condition.
- 2 in the event of a total loss; the lowest cost of acquiring a **Vessel** of the same or similar model, construction, age, condition, but also taking in to account any estimated adjustment of value for the time elapsed between the last **Full Survey** and the date of loss.

always subject to a maximum indemnity of the total sum insured.

There should be no other insurances of the **Vessel** unless agreed by **Us**.

Assignment or Transfer of Insurance

This insurance is a contract personal to **You** and is not assignable or transferrable unless agreed in writing between **You** and **Us**.

Sale or Transfer of Ownership

If the **Vessel** is sold or transferred to new ownership then, unless **We** agree in writing to continue the insurance, this policy shall become cancelled from the time of sale or transfer. If, however, the **Vessel** has left her moorings or is at sea at the time of sale or transfer of ownership, such cancellation will, if required by **You**, be suspended until arrival at the next port of call and anchored or moored in good safety.

Continuation

If the **Vessel** is at sea or in distress or at a place of refuge at the time this insurance expires, **We** shall continue to insure the **Vessel** until arrival at the next port of call and anchored or moored in a place of safety.

Surveys

At intervals of **Our** discretion we may require the **Vessel** to undergo either a **Full Survey** or **Condition Survey**. Under normal circumstances a minimum of twelve months notice will be provided but we reserve the right to request one in the event of a material change to the risk.

Annual Premium Cancellation

You may cancel this policy by giving **Us** written instructions. Any return of premium will depend upon whether there has been a material change in the risk, how long the policy has been in force and whether any claims have been made.

We may also cancel this policy by giving sending 7 days notice by letter to **Your** last known address. If **We** cancel the policy **We** will make a full refund of the premium due for any unexpired Period of Insurance.

Monthly Premium Cancellation

You may cancel this policy by giving **Us** written instructions. **You** should also instruct **Your** Bank or Building Society to cancel **Your** direct debit arrangement.

If **We** cancel **Your** policy or **Your** policy is cancelled because **Your** Bank or Building Society is not prepared to honour **Your** direct debit application **We** will write to **You** at **Your** last known address confirming that cover will cease 7 days after the date of **Our** letter.

If the policy is cancelled **We** will stop applying for **Your** monthly premium.

No Claim Discount

Your No Claim Discount will be increased each year to the percentages shown below provided no incident occurs during the **Period of Insurance** which results in a claim.

| | |
|-------------------------|-----|
| One year | 5% |
| Two consecutive years | 10% |
| Three consecutive years | 15% |
| Four consecutive years | 20% |

Protected No Claim Discount

Having attained four claim free years **Your** No Claim Discount will become protected at 20%

In the event of 2 or more claims in any four consecutive years, **Your** No Claim Discount will be reduced to Nil at the next renewal.

Marina Benefits

If loss or damage insured under section 1A occurs whilst the **Vessel** is moored on a marina berth, **We** will not apply the excess and **Your** No Claim Discount, if applicable, will not be affected.

Section 6 – Standard Endorsements

The following endorsements apply only if they are specifically incorporated by reference number in the Schedule

Endorsement 1

Trailer

This policy is extended to insure **Your** trailer up to the amount specified in the **Schedule** against loss or damage caused by:-

- 1 Accident, fire, malicious acts, negligence of any person.
- 2 Theft
 - i if locked within a place of storage
 - ii if it is secured by an anti-theft device
 - iii if stolen with the **Vessel**

but this extension is subject to the exclusions detailed in Section 1 of this policy.

Third party risks are covered in the terms of the policy conditions when the trailer is intentionally uncoupled from the towing vehicle.

Endorsement 2

Survey and Valuation clause

It is a warranty that a satisfactory **Report** as detailed in the **Schedule** is provided to **Us** by the specified date.

In the event of a breach of this **Warranty We** hereby reserve the right to restrict the cover provided by this policy to section 2 Legal Liability only.

Endorsement 3

Excess Clause

You will bear the first loss up to the amount specified in the **Schedule** in respect of each and every claim under Section 1A or B, except an actual or constructive total loss which shall be payable in full.

Endorsement 4

Speedboat Clauses

WHERE THESE CLAUSES APPLY THEY SHALL OVERRIDE ANY CONFLICTING PROVISIONS IN THE MAIN POLICY

- 1 It is a condition of these clauses that when the **Vessel** concerned is under way **You** or another competent person(s) shall be on board and in control of the **Vessel**.
- 2 No claim shall be allowed in respect of:-
 - a) loss of or damage to the **Vessel** or liability to any third party or any salvage services,
 - i caused by or arising from the **Vessel** being stranded, sunk, swamped, immersed or breaking adrift while left moored or anchored unattended off an exposed beach or shore for more than three hours.
 - ii arising while the **Vessel** is participating in racing or speed tests, or any trials in connection therewith,
 - b) rudder, propeller, strut, shaft, motor, electrical machinery or batteries, and their connections, unless the loss or damage is caused by the **Vessel**

being immersed as a result of heavy weather or is caused by the **Vessel** being stranded, sunk, burnt, on fire or in collision with any other **Vessel**, pier or jetty or while being removed from or placed in the **Vessel**, or by theft of the entire **Vessel**, or by theft following upon forcible entry into the **Vessel**, or place or storage, or by theft of outboard motor provided it is securely locked to the **Vessel** or her boat(s) by an anti-theft device in addition to its normal method of attachment, or by fire in the place of storage ashore, or by malicious acts.

c) any liability to or incurred by any person engaged in water ski-ing, aquaplaning or similar sport, while being towed by the **Vessel** or preparing to be towed or after being towed until safely on board the **Vessel** unless section 6 **Endorsement 5** is operative.

3. If the **Vessel** is fitted with inboard machinery no liability shall attach to this policy in respect of any claim caused by or arising through fire or explosion unless the **Vessel** is equipped in the engine room or engine space, tank space and galley, with a fire extinguishing system automatically operated or having controls at the steering position and properly installed and maintained in efficient working order.

Endorsement 5

Liabilities to and of Water Skiers

This policy is extended to include liabilities to and of water skiers whilst being towed or preparing to be towed by **Your Vessel**. Exclusion b of Section 2 Legal Liability is hereby deemed to have no effect.

Endorsement 6

Personal Effects

Your personal effects are insured up to the value specified in the **Schedule** subject (unless otherwise noted) to a single item limit of £100, whilst on board **Your Vessel** and are covered against loss or damage caused by **Your Vessel** being stranded, sunk, burnt, on fire, or in collision or contact with any external substance (ice included) other than water or following theft of your entire **Vessel** or following theft by forcible and violent entry into the **Vessel**. However, no cover shall apply to personal effects left on board **Your Vessel** when unattended whilst **Laid Up**.

Endorsement 7

Not applicable

Endorsement 8

Left Afloat Clause

No cover is provided by this policy for loss of or damage to the **Vessel** or for liability to any third party or for any salvage services caused by the **Vessel** being swamped, sunk or submerged whilst left unattended.

Endorsement 9

Racing Risk Extension Clause

This policy is extended to cover the cost of repairing or replacing sails, masts, spars, standing and running rigging lost or damaged by an event covered by Section 1 whilst the **Vessel** is racing, excluding single handed racing, but **We** shall only pay two thirds of such costs up to a maximum of two thirds of the value specified in the **Schedule**.

If the loss or damage is caused by the **Vessel** being stranded, sunk, burnt, on fire, in collision, or in contact with any external substance (ice included) other than water then **We** shall pay repair or replacement costs in full after the deduction of any agreed excess in the terms of **Endorsement 3** and of depreciation in the terms of Section 1(b) Gear and Equipment. Amounts recoverable shall be calculated on the basis of the value specified in the **Schedule**.

Exclusions (c) and (d) of Section 1A of the policy are deemed to have no effect upon cover provided by this **Endorsement**.

It is a **Warranty** that no additional insurance is or shall be placed covering any part of the cost of repair and replacement not recoverable in the terms of this **Endorsement**.



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