

Yacht & Pleasure Craft Policy



INSURANCE
CORPORATION

Welcome

Welcome to the Insurance Corporation of the Channel Islands.

Thank you for choosing us as your insurer.

Your Policy (including the Schedule, Endorsements, Clauses and Certificates) is evidence of a legal contract and the document should be kept in a safe place.

We are happy to provide duplicates if you mislay any part of your documentation.

Please read the Policy and Schedule carefully and if they do not meet your needs return them to us or your insurance intermediary.

Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract, to the extent permitted by those laws. Unless the parties agree otherwise in writing, the Insurer has agreed with the Insured that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Insured is based, or, if based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which the Insured is based.

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Insured is based, or, if the Insured is based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which the Insured is based.

Your right as an Insured to take legal action remains unaffected by the existence or use of any complaint procedure.

Statutory Status – Important Notice to Insureds

Registered Insurer

Insurance Corporation of the Channel Islands Limited, registered in Guernsey (No. 10569), is licensed and regulated by the Guernsey Financial Services Commission, and is also licensed and regulated by the Jersey Financial Services Commission and the Insurance and Pensions Authority in the Isle of Man.

Insurance Corporation of the Channel Islands Limited is a member of the RSA Group of Companies.

Customer Care

Claims Helpline

We recognise that losses can cause disruption for you and that the ultimate test of any insurance policy is providing a fast, effective claims service. Should you need to make a claim under your policy. Please contact your broker for advice in the first place. Alternatively you can contact our Claims Team on 01481 707592 during business hours or by email icci.claims@insurancecorporation.com

Please quote your Policy Number which can be found on your Schedule.

Claim Notification

Conditions that apply to this Policy in the event of a claim are set out in the Policy Conditions pages of this Policy. It is important that you comply with all Policy Conditions and you should familiarise yourself with their requirements.

Directions for claim notification are included in the Policy Conditions. Please remember that events that may give rise to a claim under this insurance must be notified as soon as reasonably possible although there are some situations where immediate notification is required.

The Policy Conditions require you to provide us with any reasonable assistance and evidence that we may require concerning the cause and value of any claim. Ideally, as part of your initial claim notification, you should provide:

- Your name, address, and your email and contact numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known or in respect of injury the nature and extent
- The crime reference number where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable us to make an initial evaluation on policy liability and claim value. We may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair.

Sometimes, we or someone acting on our behalf may wish to meet with you to discuss the circumstances of the claim, to inspect the damage or to undertake further investigations.

We take pride in the claims service we offer to our customers. Our philosophy is to repair or replace lost or damaged property, where we consider it appropriate, and we have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where we can offer repair or replacement through a preferred supplier but we agree to pay cash settlement, then payment will normally not exceed the amount we would have paid our preferred supplier.

Yacht & Pleasure Craft Insurance Policy

Your Policy

This Policy is a contract between you (also referred to as the Insured or your) and us (also referred to as the Insurer, we, our or Insurance Corporation of the Channel Islands).

We would advise for clarity that although there may be more than one party detailed as Insured in the Schedule, in terms of the application of Sums Insured, Limits of indemnity or cover under the Policy, there is still only one Insured or one party or legal entity so there will only be two parties to the contract of insurance.

This Policy and any Schedule, Endorsements, Clauses and Certificates should be read as if they are one document.

Our acceptance of this risk is based on the information presented to us being a fair presentation of your business including any unusual or special circumstances which increase the risk and any particular concerns which have led you to seek insurance.

We would draw your attention to the Policy Conditions – Policy Voidable where in the event of deliberate or reckless misrepresentation and/or non-disclosure of any unusual or special circumstances which increase the risk, we may void the policy.

Our continued acceptance is based on any changes from the original information presented being advised and accepted by us.

We also draw your attention to the Policy Conditions – Alterations where a change in risk shall allow us to avoid a claim or impose additional terms or conditions.

Any reference to the singular will include the plural or vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

This Policy may be cancelled:

- A By us giving 30 days notice, in writing, to you at your last known address
- B By you giving 30 days notice, in writing, to us at the address shown in the Schedule.

You will be entitled to a proportionate return of premium unless a claim has been made in the current Period of Insurance.



Mark Marshall
Managing Director, Insurance Corporation of the Channel Islands

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**.

Customer Service

At Insurance Corporation we have a real commitment to customer care. We have built a reputation as an Insurer that puts our customers first. You can help us to maintain this position by letting us know if you consider that our service has been unsatisfactory. We aim to give our customers a high standard of service at all times.

Complaints Procedure

Step 1

If you are unhappy with our service for any reason, you should write initially to the Service Manager of Insurance Corporation at the address shown on your Policy Schedule who will ensure that the matter receives attention.

Step 2

If matters are not resolved to your satisfaction, you are invited to write to:

Post: The Managing Director,
Insurance Corporation of the Channel Islands Ltd,
P O Box 160, Dixcart House,
Sir William Place,
Guernsey,
GY1 4EY.
Email: complaints@insurancecorporation.com

Step 3

If you are not satisfied with our final response to your complaint, you may be eligible to refer your case to one of the Financial Ombudsmen shown below:

1 Channel Islands

Post: Channel Islands Financial Ombudsman (CIFO),
P O Box 114,
Jersey JE4 9QG.
Telephone Guernsey: 01481 722218
Jersey: 01534 748610
Email: enquiries@ci-fo.org

2 United Kingdom

or in respect of Compulsory UK insurance you may be eligible to refer your case to the UK Financial Ombudsman,

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

3 Isle of Man

Or in respect of respect of the Isle of Man you may be eligible to refer your case to

Post: The Financial Services Ombudsman Scheme,
Isle of Man Office of Fair Trading,
The Slieau Whallian,
Foxdale Road, St John's,
Isle of Man, IM4 3AS, British Isles.
Telephone: 44 (0)1624 686500
Email: ombudsman@iomoft.gov.im

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action; however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Privacy Notice

Your privacy is important to us and we are committed to keeping it protected. We have created this Customer Privacy Notice which will explain how we use the information we collect about you and how you can exercise your data protection rights. This Privacy Notice will help you understand the following:

Who are we?

We are Insurance Corporation of the Channel Islands Limited, a member of the RSA Group of companies. We provide commercial and consumer insurance products and services.

Why do we collect and use your personal information?

As an insurer, we need your personal information to understand the level of insurance cover you require. We'll use this information (e.g. your name, address, telephone number and email address) to communicate with you and if you have agreed. We need to use your information to create a quote for you, allowing you to buy insurance products from us. When buying a product from us, you'll also need to provide us with details about the items you wish to be covered by the insurance. We may need to check your information with external companies/organisations (e.g. the DVLA, the Motor Insurance Database, credit reference agencies and criminal conviction checks.) When buying certain products, sometimes we will ask for special categories of personal data (e.g. driving offences for motor insurance, medical records in case of injury). Once you become a customer, we'll need to take your payment details to set up your cover. This could be direct debit, credit or debit card information.

If you need to claim against your insurance policy, we will need to collect information about the incident and this may be shared with other selected companies to help process the claim. If other people are involved in the incident, we may also need to collect additional information about them which can include special categories of personal data (e.g. injury and health data). In submitting an application, we may be provided with equivalent or substantially similar information relating to other proposed beneficiaries under the policy. You agree that you will bring this Privacy Notice to the attention of each beneficiary at the earliest possible opportunity. Data protection laws require us to meet certain conditions before we are allowed to use your personal information in the manner described in this Privacy Notice. To use your personal information, we will rely on one or more of the following grounds:

Performance of contract: We need to use your personal information in order to provide you with the policy (which is a contract of insurance between you and us), and perform our obligations under it (such as making payments to you in respect of a claim made under the policy).

Consent: In certain circumstances, we may need your consent unless authorised by law in order to use personal information about you which is classed as "special categories of personal data".

Necessity to establish, exercise or defend legal claim: If you, or we, bring a legal claim (e.g. a court action) against the other, we may use your information in either establishing our position, or defending ourselves in relation to that legal claim.

Compliance with a legal obligation: Where laws or regulations may require us to use your personal information in certain ways.

Legitimate Interests: We will also process your personal information where this processing is in our "legitimate interests". When relying on this condition, we are required to carry out a balancing test of our interests in using your personal information (for example, carrying out analytical research), against the interests you have as a citizen and the rights you have under data protection laws. The outcome of this balancing test will determine whether we can use your personal information in the ways described in this Privacy Notice. We will always act reasonably and give full and proper consideration to your interests in carrying out this balancing test.

Where else do we collect information about you?

We will receive details about you from other people or companies. For example:

Given to us by someone who applied for an insurance product on your behalf (e.g. an insurance broker) where you have given them the permission to do so; or

Lawfully collected from other sources (e.g. Motor Insurance Database, Claims and Underwriting Exchange or fraud prevention databases) to validate the information you have provided to us.

We request those third parties to comply with data protection laws and to be transparent about any such disclosures. If you would like some further information, please contact us.

Will we share your personal information with anyone else?

We do not disclose your information outside of the RSA Group except:

Where we need to check the information provided to us before we can offer you an insurance product (e.g. reference agencies);

Where we are required or permitted to do so by law or relevant regulatory authority (e.g. financial crime screening, fraud detection/prevention);

Where we provide insurance services in partnership with other companies;

In the event that we are bought or we sell any business or assets, in which case we will disclose your personal information to the prospective buyer of such business or assets;

As required to enforce or apply this Privacy Notice, or the contract of insurance itself;

Within our group for administrative purposes;

As required in order to give effect to contractual arrangements we have in place with any insurance broker and/or intermediary through which you have arranged this policy;

With healthcare providers in the context of any relevant claim being made against your policy;

If we appoint a third party to process and settle claims under the policy on our behalf, in which case we will make your personal information available to them for the purposes of processing and settling such claims

With our third party service providers (including hosting/storage providers, research agencies, technology suppliers etc.);

With our reinsurers (and brokers of reinsurers) in connection with the normal operation of our business;

Sometimes your personal information may be sent to other parties outside of the European Economic Area (EEA) in connection with the purposes set out above. We will take all reasonable steps to ensure that your personal information is treated securely and in accordance with this Privacy Notice, and in doing so may rely on certain "transfer mechanisms" such as the EU-US Privacy Shield, and the standard contractual clauses approved by the European Commission. If you would like further information please contact us.

Which decisions made about you will be automated?

Before we can offer you an insurance product or service, we may need to conduct the following activities, which involve automated (computer based) decision-making:

Pricing and Underwriting – this process calculates the insurance risks based on the information that you have supplied. This will be used to calculate the premium you will have to pay.

Credit Referencing – using the information given, calculations are performed to evaluate your credit rating. This rating will help us to evaluate your ability to pay for the quoted products and services.

The results of these automated decision-making processes may limit the products and services we can offer you. If you do not agree with the result, you have the right to request that we perform a manual reassessment using the same information that you originally provided.

For how long will we keep your information?

Your personal information will be retained under one or more of the following criteria:

Where the personal information is used to provide you with the correct insurance cover, which will be kept as long as it is required to fulfil the conditions of the insurance contract.

Where the use of your personal information for a specific purpose is based on your consent, it will be kept for as long as we continue to have your consent.

Where, for a limited period of time, we are using some of your information to improve the products or services we provide.

For as long as your information is required to allow us to conduct fraud and/or criminal checks and investigations.

Your information is incorrect what should you do?

If you hold a product or service with us and think that the information we hold about you is incorrect or incomplete, please contact us and we will be happy to update it for you.

What are your rights over the information that is held by Insurance Corporation

We understand that your personal information is important to you, therefore you may request the following from us to:

1. Provide you with details about the personal information we hold about you, as well as a copy of the information itself in a commonly used format. [Request Ref: DSR 1]
2. Request your personal information be deleted where you believe it is no longer required. Please note however, we may not be able to comply with this request in full where, for example, you are still insured with us and the information is required to fulfil the conditions of the insurance contract. [Request Ref: DSR 2]
3. Request the electronic version of the personal information you have supplied to us, so it can be provided to another company. We would provide the information in a commonly used electronic format. [Request Ref: DSR 3]
4. Request to restrict the use of your information by us, under the following circumstances [Request Ref: DSR 4]:
 - a. If you believe that the information we hold about you is inaccurate, or;
 - b. If you believe that our processing activities are unlawful and you do not want your information to be deleted.
 - c. Where we no longer need to use your information for the purposes set out in this Privacy Notice, but it is required for the establishment, exercise or defence of a legal claim.
 - d. Where you have made an objection to us (in accordance with section 5 below), pending the outcome of any assessment we make regarding your objection.

5 Object to the processing of your data under the following circumstances [Request Ref: DSR 5]:

- a. Where we believe it is in the public interest to use your information in a particular way, but you disagree.
 - b. Where we have told you we are using your data for our legitimate business interests and you believe we shouldn't be (e.g. you were in the background of a promotional video but you did not agree to be in it.)
- In each case under section 5 above, we will stop using your information unless we can reasonably demonstrate legitimate grounds for continuing to use it in the manner you are objecting to.

If you would like to request any of the above, please contact us and submit a written request, including the request reference (e.g. DSR 1), as this will speed up your request. To ensure that we do not disclose your personal information to someone who is not entitled to it, when you are making the request we may ask you to provide us with:

- Your name;
- Address(es);
- Date of birth;
- Any policy IDs or reference numbers that you have along with a copy of your photo identification.

All requests are free of charge, although for requests for the provision of personal information we hold about you (DSR1) we reserve the right to charge a reasonable administrative fee where, we believe an excessive number of requests are being made. Wherever possible, we will respond within one month from receipt of the request, but if we don't, we will notify you of anticipated timelines ahead of the one month deadline.

Please note that simply submitting a request doesn't necessarily mean we will be able to fulfil it in full on every occasion – we are sometimes bound by law which can prevent us fulfilling some requests in their entirety, but when this is the case we will explain this to you in our response.

Our Privacy Notice

If you have any queries regarding our Privacy Notice please contact us and we will be happy to discuss any query with you. Our Privacy Notice will be updated from time to time so please check it each time you submit personal information to us or renew your insurance policy.

How you can contact us about this Privacy Notice?

If you have any questions or comments about this Privacy Notice please contact:
The Data Protection Officer
Insurance Corporation
P.O. Box 160
Dixcart House
Sir William Place
St. Peter Port
Guernsey, GY1 4EY

How you can lodge a complaint?

If you wish to raise a complaint on how we have handled your personal information, please send an email to complaints@insurancecorporation.com or write to us using the address provided. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days.

If you are not satisfied with our response or believe we are not processing your personal information in compliance with Guernsey Data Protection laws, you may lodge a complaint to the office of the Data Protection Commissioner, whose contact details are:
Data Protection Office
Guernsey Information Centre
North Esplanade
St Peter Port
Guernsey
GY1 2LQ

Compulsory Insurance (Employers' Liability) in Great Britain and Northern Ireland

The following only applies in respect of any insurance under this policy, required to meet legislation enacted in Great Britain and Northern Ireland.

Employers Liability Tracing Office

Certain information relating to your insurance policy including, without limitation, the policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office (the 'ELTO') and added to an electronic database (the 'Database').

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers.

Financial Services Compensation Scheme- UK only

Royal and Sun Alliance Insurance PLC is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending of the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.



www.insurancecorporation.com

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