



Part of



# Inland Waterways

Insurance Policy

[Images Pending]





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## IMPORTANT NOTICE

Please read this Policy carefully to ensure that it is in accordance with your requirements and that you understand its terms, exclusions and conditions. Contact us immediately if any corrections are necessary.

Any enquiries you may have regarding your Policy may be addressed either to the insurance broker who arranged the Policy for you or directly to us.

## CLAIMS PROCEDURE

If you wish to make a claim, please contact us on 0800 587 8388 quoting your policy number. Please also refer to our on-line guidance on how to make a claim which can be found at [www.travelers.co.uk](http://www.travelers.co.uk)

## COMPLAINTS PROCEDURE

### Our Promise To You

1. We will acknowledge complaints promptly
2. We will investigate quickly and thoroughly
3. We will keep you informed of progress
4. We will do everything to resolve your complaint fairly
5. We will learn from our mistakes and use your feedback to continually improve our service

### What To Do If You Have A Complaint

If you have a complaint, please contact our Compliance Team on:

Tel: +44 (0) 203 207 6000  
Email: [CustomerRelations@travelers.com](mailto:CustomerRelations@travelers.com)  
Address: The Compliance Team, Travelers,  
30 Fenchurch Street, London, EC3M 3BD

Quoting your policy number or claim reference helps us handle your complaint quickly. We will respond as promptly as we can.

If your complaint cannot be resolved to your satisfaction and you are an eligible complainant, you may refer your complaint to the Financial Ombudsman Service (FOS) whose contact details are:

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
Address:  
Financial Ombudsman Service, Exchange Tower,  
Harbour Exchange, London, E14 9SR

Please note, your complaint needs to be referred to the FOS within six months of receiving our final response.

## USING PERSONAL INFORMATION

How we treat information about you and your rights under data protection legislation.

In order to provide our insurance services, we (Travelers Insurance Company Limited acting as a Data Controller) will collect certain personal information about you. The type of information that we collect will depend on our relationship with you. For example, you may be a Travelers policyholder, prospective policyholder or a third party making a claim under a Travelers' insurance policy.

If you provide us with personal information about a third party, you should share this notice with them.

We will also collect different types of information depending upon the kind of insurance cover we are

being asked to provide or the kind of claim we are being asked to assess or pay.

Some of the information we collect may be classified as 'special category data', which is data that may contain information about physical or mental health, religious beliefs and criminal and disciplinary offences (including convictions).

Your personal information may be used in a number of ways including:

- . considering an application for insurance,
- . providing and administering an insurance policy,
- . handling claims including claims validation,
- . preventing and detecting fraud, including providing information to the relevant authorities.

Where relevant, we will share your information with other companies in the Travelers group, third parties such as claims handlers, loss adjusters, other insurers and reinsurers, fraud prevention agencies, service companies associated with our products, or as required by law (including providing the information to government or regulatory authorities). This may involve the transfer of your information to countries inside and outside the European Economic Area.

We may also use your personal information for marketing purposes, but only in accordance with your marketing preferences.

For more information about how we process your data and the rights you have, please click: <https://www.travelers.co.uk/privacy-policy>

## SUMMARY OF CONFLICTS OF INTEREST POLICY

Travelers maintain an internal Conflict of Interest policy which identifies circumstances which may give rise to a potential for conflict of interest.

Where a conflict of interest or suspected conflict of interest has been identified, and cannot be reasonably avoided, we will disclose the general nature and or source of the conflict of interest to you and your insurance intermediary.

Travelers will not proceed and bind any insurance contract with you unless you the policyholder have acknowledged, in writing, that you are aware of the conflict of interest and still want to proceed with your insurance contract with us, and, that your intermediary confirms in writing the conflict does not damage your best interests.

## COOLING-OFF PERIOD

If you are a UK Consumer Policyholder you can cancel this policy within 14 days from the date you received your insurance documentation ('the cooling-off period').

If you choose to cancel this policy during the cooling-off period, we will return your premium in full provided that you have not:

- a) made a claim under the policy, or
- b) changed any term or condition of the policy during the cooling-off period

The deemed date of receipt of your insurance documentation shall be the day of sending (if sent by email) or the second day after posting (if sent by post).

## **Governing law**

Your policy is governed by the law that applies to where you reside within the United Kingdom, Channel Islands or Isle of Man. If there is any disagreement about which law applies, English law will apply, in which case you agree to submit to the exclusive jurisdiction of the courts in England and Wales. Unless agreed otherwise, we will communicate to you in English.

## **Relevant to the entire policy**

This policy is an agreement between you and us but is only valid if you pay the premiums. It is based on the information you gave us and confirmed to us during the application process or subsequently. Your policy provides the cover for the period of insurance shown in your schedule. You must read these terms and conditions together with your schedule and any specifications or endorsements as one contract.

## **Information you should provide**

It is important you check the information shown in your policy documentation, as your policy and cover is based on the information you have given us (either direct or via your insurance adviser) during the application process or subsequently, as confirmed in your most recent documents. Although we may undertake checks to verify your details, you must take reasonable care to ensure all information provided by you or on your behalf is, to the best of your knowledge and belief, accurate and complete.

You must tell us immediately if at any time any of the information is incorrect or changes. If we have wrong information this may result in an increased premium and/or claims not being paid in full, or your insurance may not be valid and claims will not be paid. If in doubt about any information please contact us soon as possible.

Changes in information we need to be informed of include, but are not limited to, the following examples and apply equally to all persons covered under the policy:

- accidents (fault or non-fault) whether or not resulting in a claim;
- thefts (of or from the vessel);

- convictions or pending prosecutions for any criminal offence;
- change of your address or where your vessel is moored;
- make and/or model of vessel;
- use of vessel;
- modifications to your vessel;
- any health matters affecting ability to operate the vessel.

Your insurance may not be valid until we have agreed to accept your changes and we will be entitled to vary the premium and terms for the rest of the period of insurance.

You should keep a record of all information supplied to us in connection with this insurance.

The Schedule, Certificate of Insurance, Operative Endorsements and Policy are to be read together as one contract and are based on the information you have provided.

If you fail to pay your premium we will refuse your claim or take the balance of any outstanding premium due to us from any claim payment we make to you. This may mean that we fulfil our obligations to any claim against your policy by a third party but seek full recovery of any sum made under your policy directly from you. This may include the instruction of solicitors or other recovery agents.

## **Cancellation rights**

Other than within the Cooling-off Period, if you decide you wish to cancel the policy, please surrender the Certificate of Insurance to your insurance advisor using the contact details provided. We will charge you on a pro rata basis for the time you have been on cover subject to a minimum premium of £50 (plus insurance premium tax) and the balance of the premium will be returned to you.

We will not refund any premium if we have paid a claim or one is outstanding when you cancel your policy.

## **Sanctions**

Notwithstanding any other terms under this agreement, we shall not be deemed to provide coverage and will not make any payments or provide any service or benefit to you or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of you would violate any applicable trade or economic sanctions law or regulation.

# Definitions

Certain words have specific meanings when they appear in this policy. These meanings are shown below or in the section where they apply. They are printed in bold.

In this policy the words 'you', 'your' and 'yours' refer to the person or persons named in the policy documentation as the insured. The words 'we', 'us' and 'our' mean Travelers Insurance Company Ltd.

**Agreed Value:** this is the amount shown in the policy documentation, which represents the value of your vessel as declared by you and agreed by us.

**Excess:** an amount to be deducted or collected in the event of any claim.

**In Commission:** when your vessel is fitted out and ready for use.

**Laid Up Out of Commission:** when your vessel is not fitted out and ready for use.

**Marina:** a secure and sheltered mooring complex, providing controlled access to berths or pontoons. Excluding facilities with floating or temporary breakwaters.

**Motors and electrical equipment:** motors and electrical machinery and equipment; batteries and their connections.

**Policy Documentation:** policy, schedule, endorsements, renewal notice and certificate of insurance (where issued).

**Profession:** any business, trade, profession or organisation. This includes delivery skippers.

**Racing:** any organised competitive events with a designated start and finish; speed tests or connected trials.

**Seaworthy:** the vessel is seaworthy if it is maintained and crewed in such a way as to be able to operate safely in conditions which can reasonably be expected. If you are unable to maintain the vessel due to lack of knowledge, skill or time you must employ the services of a professional to do so on your behalf.

**Terrorism:** the use or threat of violence or force, designed to influence the government or to intimidate the public, for the purpose of advancing a political, religious or ideological cause.

**Total Loss:** your craft is irretrievably lost or destroyed. A constructive total loss is where the cost of replacement or repair exceeds the sum insured.

**Unattended:** The vessel is unattended if you, or somebody appointed on your behalf, is not in a position to monitor the vessel and able to go to its immediate aid in the event of an incident or external interference.

**Underwater Gear:** the propulsion, stability and steering equipment of your vessel that is under the water.

**United Kingdom:** England, Wales, Northern Ireland, Scotland, Isle of Man and Channel Islands.

**Vessel:** your craft as described in the policy documentation plus:

- motors and electrical equipment
- outboard motors not exceeding 10 hp unless otherwise shown in the policy documentation
- any tender not exceeding 16 feet in length nor exceeding £2,000 in value unless otherwise shown in the policy documentation
- gear and equipment that would normally be sold with your craft
- television and radio aerials; satellite receiving dishes, their fittings and masts; solar panels.



# Loss or damage to your vessel

## What is covered

We will pay you for loss or damage to your vessel whilst it is:

- ashore or afloat
- in commission. This cover is provided for you and whilst any person is in control of your vessel with your permission
- laid up out of commission
- being lifted, hauled out or launched

all in accordance with the limits and requirements shown within the policy documentation.

## What we will pay

We will pay the reasonable cost of replacement or repair, less the excess, for loss or damage to your vessel.

In the event of a total loss or constructive total loss, we will either pay the agreed value of your vessel or provide a replacement vessel of a similar age, size and type. No excess will apply if your craft is declared a total loss.

Reasonable replacement or repair to be considered sufficient, even if the appearance and condition of your vessel is not the same as prior to the claim.

In no case will we pay for unrepaired damage in the event of a subsequent total loss.

In the event of loss or damage to outboard motors we will pay the current replacement price less 10% per annum, up to a maximum deduction of 50%.

In the event of loss or damage to sails, running rigging, protective covers, canopies, side screens, personal possessions, unspecified tenders or items or parts that are no longer available or legally compliant, we will pay the current replacement price less 10% per annum, up to a maximum deduction of 30%.

No excess will apply in respect of loss or damage to mast crutches or quant poles and your No Claims Bonus will not be affected.

In the event of loss or damage to computerised equipment, we will pay for replacement items of a similar type and specification.

If you choose not to repair or reinstate a loss, we will only pay you the depreciation in market value or the cost of reinstatement, whichever is the lesser figure.

The tender may be used independently of the main vessel anywhere in the United Kingdom up to 3 nautical miles offshore.

We will not pay for any claim as a result of the tender sinking due to the accumulation of rainwater.

Please read Policy exclusions, pages 23 to 25.

# Liability to others

## **What is covered**

We will cover your legal liabilities and/or the costs associated with the defence against such a claim, up to the limit stated within the policy documentation, to compensate other people if someone dies or is injured, or property not owned by you is lost or damaged as a result of your interest in your vessel.

The excess will not apply to this cover.

## **We will provide this cover for:**

you and those in control of your vessel with your permission, excluding anyone acting as part of their profession.

## **Pollution**

We will pay any pollution related clean-up costs, resulting from a sudden identifiable, unintended and unexpected incident occurring entirely at a specific time and place.

The excess will not apply to this cover.

## **Removal of Wreck**

We will pay the reasonable costs of attempted or actual raising, removal or destruction of the wreck of your vessel or any failure to do so, resulting from loss or damage covered by this insurance.

The excess will not apply to this cover.

Please read Policy exclusions, pages 23 to 25.

# Additional cover

## Grounding

We will pay the reasonable costs of inspecting your vessel, less the excess, following grounding even if no damage is found.

## Marina benefits

If a claim occurs whilst your vessel is moored on a marina berth, we will not apply the excess and your No Claims Bonus will not be affected.

## Medical expenses

We will pay necessary medical expenses incurred, following an accident, by you or any person on board your vessel with your permission.

The maximum amount payable for any one accident is £500. The excess will not apply to this cover.

## No claims bonus

(Applicable only if shown in the policy documentation).

Providing no claim has been submitted during the previous year's period of insurance, you will be entitled to the following discounts:

After year 1	5%
2 consecutive years	10%
3 consecutive years	15%
4 consecutive years	20%
5 consecutive years	25%
6+ consecutive years	30%

## Pollution hazard

We will pay for loss or damage to your vessel caused by a governmental authority, whilst trying to prevent or mitigate a pollution hazard following loss or damage to your vessel.

## Preventing or minimising a Loss

We will pay reasonable costs incurred, including salvage, in preventing or minimising a loss covered by this insurance.

The excess will not apply to this cover.

**Protected bonus**

Only to apply when shown within the policy documentation.

Your No Claim Bonus will not be reduced if you make a claim under this policy.

**Racing**

Only to apply when shown within the policy documentation.

**What you are covered for:**

We will pay for loss or damage, less double the excess, whilst your vessel is racing.

We will cover your legal liabilities whilst your vessel is racing.

**What you are not covered for:**

- one-third of the total cost of replacing or repairing sails, masts, spars, fittings and standing and running rigging lost or damaged, but with no further deduction for new replacing old. The excess will not apply to any part of any claim to which the one-third deduction applies.
- single handed racing

**Transit (applicable only where your vessel does not exceed 30 feet - 9.14 metres in length)**

We will pay for loss or damage, less the excess, to your vessel whilst in transit by road in the United Kingdom, including loading and unloading.

You are not covered for scratching, denting, bruising or chafing.

**Uninsured third party**

If your vessel is damaged by an uninsured third party or a third party who cannot be identified, we will not apply the excess.

# Personal effects

If you live aboard your vessel, please see Contents - page 21.

## Definition

Clothes and items of a personal nature likely to be worn, used or carried.

## What is covered:

- we will pay for loss or damage, less the excess and deduction for age, to personal effects

## We will provide this cover for:

- you, your spouse or partner and children, who permanently live in your normal home

## What is not covered:

- any one item in excess of £250 unless showing otherwise within the policy documentation
- breakage of items of a fragile nature unless resulting from a loss covered by this insurance
- cash, cheques, travellers cheques, credit or debit cards, current postage stamps, savings stamps or certificates, lottery tickets, premium bonds, postal orders, money orders, bank drafts, travel and other tickets with a fixed monetary value, phone cards, gift vouchers, deeds and share certificates
- collections of stamps, coins or medals
- damp, mould, mildew, vermin or moth
- digital/video cameras
- food and drink
- fuel
- furs
- hearing aids
- items of gold, silver and other precious metals
- jewellery and watches
- loss or damage to equipment used for a professional purpose
- loss or damage unless your vessel has lockable storage

- loss or damage to portable computerised equipment
- loss or damage to water skis, water toys, fishing, diving and sports equipment whilst in use
- loss or damage caused by repair, alteration, refinishing, dyeing, cleaning or renovating
- mechanical or electrical failure or breakdown
- mobile phones
- photographic equipment
- plants or living creatures
- spectacles and contact lenses
- theft from an unattended motor vehicle unless the vehicle was securely locked and the personal effects hidden from view
- wear, tear, depreciation or gradual deterioration
- water damage to digital entertainment equipment unless your vessel sinks or is submerged as a result of a loss covered by this insurance

# Personal accident

## Definitions

Loss of limb means physical, permanent and total loss of use at or above the wrist or ankle.

Loss of sight means a complete, irrecoverable and irremediable loss of sight of one or both eyes.

Permanent total disablement means disablement that 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.

## What is covered

Personal accidents that, within 12 months of the event, are the sole and independent cause of subsequent disability. The excess will not apply to this cover.

### Benefits

Loss of limb	£25,000
Loss of sight	£25,000
Permanent total disablement	£25,000

The overall limit is £100,000 for any one accident or event. If any one accident or event involves 4 or more persons, the individual sums insured will be proportionally reduced, until the overall total does not exceed £100,000.

For persons aged under 16 or over 70 years at the time of the accident, the permanent total disablement benefit will not apply.

## We will provide this cover for:

you and persons aboard your vessel (including whilst embarking or disembarking) with your permission.

## What you are not covered for:

- a disease, physical defect, illness or injury which existed prior to the accident
- being under the influence of drink, drugs or solvent abuse



- You are not covered for any other costs that are indirectly caused by the event which led to your claim, unless specifically stated in this Policy.
- disablement to any person employed by you in any capacity whatsoever
- disablement to any person whilst your vessel is being used for purposes other than private pleasure
- death
- pregnancy
- suicide, deliberate self-injury or wilful exposure to needless risk

### **Conditions**

In the event of a claim, no payment will be made without appropriate medical certification which you must submit together with any information, evidence or receipts that we ask for. These must be obtained at your expense.

Where necessary, the claimant must agree to a medical examination. We will pay the cost.

No claim will be payable under more than one benefit in respect of any one accident.

# Endorsements

## **E and F Liveboards extensions**

Please note cover is only in force if the appropriate premium has been paid and is shown within the policy documentation.

### **Alternative Accommodation**

If your vessel becomes uninhabitable following loss or damage covered by this insurance, we will pay the reasonable costs of alternative accommodation for you, your spouse or partner, children and domestic pets.

The excess will not apply to this cover.

### **Contents:**

Where cover for the above is shown within the policy documentation, this will replace the cover given within the Personal effects section of this policy.

### **Definition**

Household goods, furniture, clothes and items of a strictly personal nature likely to be worn, carried or used.

### **What is covered:**

- we will pay for accidental or malicious damage, and losses resulting from fire and theft, to your Contents, up to a maximum amount of £25,000, less a £50 excess. We will also make a deduction for age of 10% per annum, up to a maximum of 50%. This deduction will not apply to jewellery and watches

### **We will provide this cover for:**

- you, your husband, wife or partner and children, who permanently live onboard your vessel

There are individual limits, which are shown on the next page.

Specified item	Single item limit	Overall limit
Alternative Accommodation		£3,000
Computerised equipment	£250	£750
Food and drink		£100
Fuel		£100
Home Entertainment Equipment	£250	£750
Jewellery and watches	£250	£2,500
Mirrors, glass and sanitary ware	£100	£250
Pedal Cycles	£250	
Theft from garages and outbuildings	£250	£1,500
Unspecified items not referred to above	£500	£25,000

#### What is not covered:

- cash, cheques, travellers cheques, credit or debit cards, current postage stamps, saving stamps or certificates, lottery tickets, premium bonds, postal orders, money orders, bank drafts, travel and other tickets with a fixed monetary value, phone cards, gift vouchers, deeds and share certificates
- collections of stamps, coins or medals
- damp, mould, mildew, vermin or moth
- equipment used for a professional purpose
- food and drink in your freezer or fridge unless following breakdown of the appliance. You will not be covered if this is caused by a deliberate act of the power supply authority
- furs
- loss or damage to water skis, water toys, fishing, diving and sports equipment whilst in use
- loss or damage caused by repair, alteration, refinishing, dyeing, cleaning or renovating
- loss or damage if your vessel is unoccupied for more than 45 consecutive days

- malicious computer codes. Computer software, programs or data
- malicious damage by you or anyone living onboard your vessel
- mechanical or electrical failure or breakdown
- mobile phones
- plants or living creatures
- the need to make good any defect in repair or maintenance
- the need to make good any fault or error in design or construction
- the need to replace, repair or renew a faulty part or defective material
- wear, tear, depreciation or gradual deterioration
- the cost of demonstrating or setting up of replacement electrical equipment; including loading of software, transfer of data and backup/restoring existing data

The maximum amount we will pay when the contents are away from your vessel is 20% of the overall amount insured for this section as shown within the policy documentation.

### **Keys and Locks**

We will pay the cost of replacing keys and locks or lock mechanisms to external doors, if keys are accidentally lost or stolen.

The maximum amount we will pay is £100.

The excess will not apply to this cover.

### **Pedal Cycles**

#### **What is covered:**

- we will pay for loss or damage to pedal cycles.

#### **We will provide this cover for:**

- you, your husband, wife or partner and children, who permanently live onboard your vessel

#### **What you are not covered for:**

- any mechanically propelled or assisted pedal cycles

- lamps, tyres or accessories unless the pedal cycle suffers loss or damage at the same time
- loss or damage whilst the pedal cycle is being used for racing, pace making, trials or jumping
- scratching or denting
- theft whilst outside your vessel and unattended, unless it is in a locked building and immobilised by a security device or it is attached by a security device between the pedal cycle's frame and a permanently fixed structure

The excess will not apply to this cover.

## **Public liability**

### **What is covered:**

we will cover your legal liabilities as a private individual, up to the limit stated within the policy documentation, to compensate other people if someone dies or is injured, or property is damaged

### **We will provide this cover for:**

- you, your husband, wife or partner and children, who permanently live in your normal home

### **What you are not covered for:**

- liabilities arising directly or indirectly from the ownership, maintenance, possession, loading, unloading or use of any aircraft
- liabilities arising out of business activity carried out by you
- liabilities arising from a contract or agreement whether written or not, which imposes a liability which would not have existed without the contract or agreement
- liabilities arising from ownership of any dog described in Section 1 of the Dangerous Dogs Act 1991 or specified in the Dangerous Dogs (Northern Ireland) Order 1991 and any amending legislation
- liabilities arising from libel, slander or defamation

- liabilities arising from you performing or failing to perform professional services, including advice for which you are legally responsible or licensed
- liabilities for fines, penalties or punitive damages
- liabilities arising from the ownership, possession or use of any motorised vehicle, caravan or pedal cycle
- liabilities arising from the ownership, possession or use of any unlicensed firearm
- liabilities arising from the ownership, possession or use of any watercraft other than your vessel shown within the policy documentation

# Exclusions which apply to the whole of this policy

## **We will not pay for any claims arising from:**

- a reduction in the market value of your vessel following repair, or loss of value, warranty coverage or rating
- accidents or illness to persons contracted by you, in any capacity whatsoever, in connection with your vessel
- any accident or incident that occurs outside the period of insurance
- any activity involving persons being pulled by your vessel and/or tenders unless this is included within the policy documentation
- any chemical, biological, bio-chemical or electromagnetic weapon
- capture, seizure, arrest, restraint or detainment
- damage sustained in consequence of insufficient packing of items dispatched to or by repairers or suppliers
- deception by you
- electrolysis, osmosis or like conditions
- failure, fault, short circuit or breakdown of motors and electrical equipment
- fines, penalties or punitive damages
- fire or explosion where your vessel and/or tender is fitted with inboard machinery and the maximum design speed exceeds 20m.p.h or 17 knots unless it is equipped with automatic, or remote controlled from the steering position, fire extinguishing apparatus in the engine compartment
- frost damage to motors and electrical equipment, unless manufacturers recommendations have been complied with
- hire, charter, reward or any other commercial activity, unless shown within the policy documentation
- ionising radiation, radioactivity, nuclear fuel, nuclear waste or nuclear equipment
- liabilities whilst your vessel is in transit by road
- liabilities assumed under contract, incurred solely by an agreement entered into by you
- liabilities to passengers or crew engaged in any underwater sport or activity, from the time of leaving your vessel until safely within your vessel

- liabilities whilst your vessel is in the care, custody or control of anyone acting as part of their profession
- loss or damage to a jet drive or jet propulsion unit, as a result of ingestion of an underwater or floating object
- loss or damage to your vessel's moorings
- loss or damage to tenders unless permanently marked with a unique identifier
- loss or damage to consumable stores
- loss or damage to motors and electrical equipment as a result of gradual incursion of water into your vessel unless following physical damage to your vessel resulting from impact
- loss or damage to motors and electrical equipment resulting from water gradually escaping from any fixed pipe appliance or pipe
- loss or damage or liability arising from or relating to gas unless:

the installation and tubing are to the approved British Standard and meet the Boat Safety Certificate recommendations

all gas containers are secured against movement in a purpose built locker which is properly ventilated to the exterior of your vessel

- loss of use of your vessel
- malicious computer codes. Computer software, programs or data
- racing unless this is shown within the policy documentation
- sails split by the wind or blown away
- terrorism
- the failure of a computer chip or computer software to recognise a true calendar date
- the need to make good any defect in repair or maintenance
- the need to make good any fault or error in design or construction
- the need to replace, repair or renew a faulty part or defective material



- theft of outboard motors, over 10hp, attached to your vessel or tenders unless it is securely locked by an anti- theft device, which prevents retaining bolts/clamps being undone, in addition to its normal method of attachment
- outboard motors of 10hp or less, attached to your vessel or tender are only covered for theft provided they are secured by an additional anti-theft device, or one which prevents the retaining bolts/clamps from being undone
- theft of outboard motors unless you have safely recorded the serial number
- theft from the interior of your vessel unless violence and force are used to break into your vessel or place of storage
- theft of fixed gear and equipment from the exterior of your vessel unless violence or force are used
  - theft of the trailer, and any insured items attached to it, whilst unattended unless the trailer has been securely fastened by a wheel clamp or hitch lock
- war, invasion, civil war, conflict or commotion
- wear, tear, depreciation or gradual deterioration; corrosion and electrolysis
- wilful misconduct or acts of recklessness by you or other persons in control of your vessel including, but not limited to, conduct whilst under the influence of alcohol/drugs or navigating in contravention of “red” signals (boards/lights)
- your failure to maintain your vessel in a seaworthy condition or in the case of a trailer, roadworthy condition
- your vessel operating outside the cruising range shown in the policy documentation
- your vessel being stranded, sunk, swamped or breaking adrift whilst unattended for a period in excess of 8 hours on coastal waters, except on a sheltered and recognised mooring or anchorage. We would draw your attention to Policy Conditions – Due Care and Diligence and your cruising range
- your vessel undertaking towage or salvage services under a pre-arranged contract. However, your vessel may assist or tow boats in distress.

# Conditions which apply to the whole of this policy

## **Assignment**

This policy is non-transferable.

## **Cancellation by us**

We may cancel this policy at any time subject to 30 days notice to your last known address. Any return premium will be calculated on a pro-rata basis but no refund will be given if a total loss claim has been paid or is outstanding at the time of the cancellation.

If you are paying your premium by instalments and you miss a payment, we may cancel your cover giving you seven days notice to your last known address.

Subject always to a minimum retained premium of £50, plus insurance premium tax.

## **Change of ownership**

Should your vessel be sold or transferred to new ownership or there is a change in interest, this policy will be cancelled from the relevant date.

## **Claim payment**

In no case will we, under any section, pay more than the sum insured shown against that item in the policy documentation.

## **Competence**

Those in charge of your vessel with your permission must have satisfied you of their competence, prior to your agreement.

### **Currency**

Where an amount is given within this policy and the currency shown on the policy documentation is other than Sterling (£), the equivalent currency amount will apply. This will be calculated on the day the loss occurred, using the rate as quoted by the Bank of England.

### **Due care and diligence**

You must exercise due care and diligence at all times and do all you reasonably can to prevent loss or damage to your vessel.

### **Excess**

In the event of a claim under more than one section of this policy, the highest excess will apply.

### **Fraudulent Claim**

If a claim is fraudulent or false in any way, we will not make any payment and the policy will be void. There will be no refund of premium.

### **Modifications**

You must notify us immediately if you modify your vessel. Modifications include but are not limited to such things as a different engine than supplied, extending the superstructure, a different rig or sails adding a bathing platform or changing the length of the vessel.

**Notifying us of a change**

You must tell us if any of the information on which this insurance is based changes.

Failure to do so may result in your insurance no longer being valid and claims not met.

If in doubt about any change you should disclose it. If your policy is amended as a result of any change, we will be entitled to vary the premium and terms for the rest of the period of insurance. You should keep a record (including copies of letters) of all information supplied to us in connection with this insurance.

If you replace your vessel, its permanent mooring or how you use it, your insurance will no longer be valid and claims will not be met until revised policy documentation has been issued by us.

**Other insurance**

If any claim is covered by another insurance, we will not pay the claim.

**Responsibility**

Everyone covered by this policy must follow the policy terms and conditions.

**Rights of third parties**

No person who is not party to this policy, or to whom cover is not expressly extended, may enforce any term of this policy.

Collidge & Partners is a trading name of Brown & Brown Insurance Brokers (UK) Ltd which is authorised and regulated by the Financial Conduct Authority. Firm reference number – 745618.

Registered in England and Wales. Registration No 09850559. Registered address - 7th Floor, Corn Exchange, 55 Mark Lane, London, EC3R 7NE.

**Travelers Insurance Company Limited**

Travelers Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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