

## The “Clear Waters Policy” for Pleasurecraft Summary

### Summary of cover

This is a summary of the Towergate Underwriting Marine Clear Waters Policy for pleasurecraft. It does not contain the full policy terms and conditions.

You can find full details of the cover provided, including definitions, terms and conditions in the policy wording. It is important that you read the policy wording carefully when you get it.

### Name of the insurance undertaking

The Policy is underwritten by the following consortium of insurers for all sections of this policy:

AXA Insurance UK plc.	40%
Aviva Insurance Limited ( t/as Norwich Union)	35%
Royal & Sun Alliance Insurance plc	<u>25%</u>
Total	100%

### Type of insurance and cover

Your Clear Waters Policy for pleasurecraft is a multi-section insurance policy. It protects your boat and your liability to other people, including passengers in your boat. The insurance protection applies while your boat is in commission or while it is laid up, provided you use it within the cruising limits you have chosen.

### Optional extensions

**Third party only cover** – if you choose this type of cover, Sections 1 – Loss or Damage and Section 3 – Personal Accident, of the policy will not apply.

**Water skiers liability** – you can extend your policy to include legal liability to and of water skiers being towed behind your boat.

**Racing risks** (for sailing boats only) – you can extend your policy to include insurance protection for masts, spars, sails and rigging while you are racing.

Your Clear Waters policy schedule will show if you have chosen any of these options.

Where a heading is underlined in this policy summary. Full details can be found in your policy wording under the same heading.

### Section 1 - Loss or Damage

#### Significant features and benefits

You are insured for

- Accidental loss or damage to your boat, including any outboard motors, trailers or other gear and equipment.
- Theft of your gear and equipment from either your boat, or place of storage (as long as there is forcible entry or it is forcibly removed).
- Outboard motors dropping off or falling overboard.
- Loss or damage while your boat is being transported by road, rail, air or ferry provided your boat is no more than 9 metres (30 feet) in length.
- Damage to underwater machinery on your boat (you only pay your standard policy excess).
- Using your boat throughout Europe and the Republic of Ireland for up to 30 days at a time (not just 30 days each year). This only applies to small craft, under 5 metres (16ft 6 inches) in length.
- If your yacht or motor cruiser is damaged while it is moored on its permanent marina berth, you will not have to pay your policy excess, nor will you lose your no claims bonus. This only applies to boats over 5 metres (16 feet 6 inches) in length. (Endorsement - J)
- Salvage charges necessary to save your boat from a loss.

- Sighting costs after a stranding.
- Loss or damage caused by an authority trying to reduce or stop a pollution threat.

### **Significant or unusual exclusions or limitations**

You are not insured for

- Theft of outboard motors unless they are secured to your boat with an outboard motor lock, or stolen from a locked building ashore.
- Theft of your trailer and any insured property on it, unless the trailer is secured with a wheel clamp or trailer hitchlock. Note - a wheel clamp must be used to secure any trailer carrying a speedboat.
- Wear and tear, corrosion, loss of value because of age and use; or loss of value of your boat after it has been repaired.
- Loss of or damage to masts, spars and fittings, sails and standing or running rigging while you are racing your boat (unless we agree).
- Theft of or loss or damage to personal belongings, or special equipment (unless they are specified in your policy schedule), stores, moorings, fishing gear, diving equipment, wet suits, tow ropes, water skis, or similar equipment or any personal expenses you pay as a result of loss or damage to your boat.
- Loss or damage to motors, machinery, equipment or batteries caused by mechanical or electrical breakdown or failure, or electronic or computer breakdown or failure.
- The excess shown in your schedule (except if your boat is a total loss).
- More than the value shown in your schedule for your insured property or any specified item.

## **Section 2 - Liabilities to Third Parties and Passengers**

### **Significant features and benefits**

You are insured as owner of your boat for

- Death or injury to any person (other than employee) arising from the use of your boat including getting on or off or travelling on your boat.
- Damage you cause to any other property.
- Raising or attempted raising, removing or destroying the wreck of your boat, or if you fail to remove or destroy it.
- Other people using your boat with your permission.

Your policy excess does not apply to claims under this section.

The maximum amount we will pay is shown in your schedule. Your insurers will also pay for any legal costs that they have agreed to in writing.

### **Significant or unusual exclusions or limitations**

You are not insured for

- Death or injury to anyone you employ, an employee of anyone using your boat, fare paying passengers, water skiers (unless we agree), parascenders or divers.
- Accidents while your boat is in transit by road or while your trailer is attached to a road vehicle (your motor insurers will insure this).
- Accidents while your boat is in transit by rail, air, ferry or sea.
- The Employers Liability Acts or any other law relating to workmen.
- Any punitive or exemplary damages.
- Any person employed in the marine trade who uses your boat (see your page 22 of the policy booklet for a full list of these people).

## **Section 3 - Personal Accident**

### **Significant features and benefits**

You are insured for

- accidental death or injury while you are on your boat, or getting on or off it. A benefit will be paid for death or loss of limbs or sight; or permanent total disablement.

- Medical Expenses up to £500 for any doctors' or surgeons' fees for emergency treatment if you or your passengers are injured because your boat hits another boat, your boat hits another object or your boat sinks

This cover applies to you and your passengers.

### **Significant or unusual exclusions or limitations**

You are not insured for death or disablement

- that happens more than 12 months after the date the injury was sustained.
- if you or your passengers are paid compensation under Section 2 – Liabilities to Third Parties and Passengers of your policy.
- to anyone who is under 18 or 76 or over at the time of the accident.
- if your boat is used for anything other than private pleasure purposes.
- we will not pay compensation under more than one of the categories for the same accident.
- the most we will pay any one person for any one incident is £10,000 but not more than £60,000 in total during any period of insurance.
- resulting from suicide, attempted suicide or wilful exposure to danger.
- resulting from the influence of intoxicating liquor or drugs.

### **Section 4 – General Policy Exclusions**

#### **Significant or unusual exclusions or limitations**

- Any specific exclusions or limitations shown in your Clear Waters Policy schedule.
- You are not insured for any use other than private pleasure unless it is shown in your schedule.
- You should not use your boat outside the cruising limits shown in your policy wording and schedule.
- Radioactive contamination, sonic bangs, war risks, terrorism, riot and civil commotion.
- You are not insured to use your boat as a houseboat (unless we agree).
- You should refer to the Section 4 - General Policy Exclusions of your policy wording for full details of all the exclusions that apply to all sections of your policy.

### **Section 5 – General Policy Conditions**

#### **Significant or unusual exclusions or limitations**

You must comply with the conditions of the policy explained in Section 5 – General Policy Conditions for the insurance cover to apply. These include your duty to take reasonable steps to protect your insured property from loss or damage and keep your boat in a seaworthy condition.

**The following significant or unusual exclusions or limitations only apply to type of craft detailed below**

#### **Personal Watercraft**

You are not insured for:

- Theft of the Personal Watercraft unless the following security precautions have been taken:
  - (a). When the Personal Watercraft is at its permanent place of storage it must be kept in a locked building and secured to the trailer by a hardened steel chain or multi-strand stainless steel wire cable which should be fitted with a hardened steel close shackle padlock. The trailer must also be fitted with a wheel clamp.
  - (b). When the Personal Watercraft is not at its permanent place of storage it must be securely locked to an appropriate immovable object and secured by a wheel clamp or securely locked to a road vehicle.
- The first 10% or £500, whichever is the greater, of any claim for theft or attempted theft. (Endorsement A does not apply to the case of claims for theft)

- The Personal Watercraft being used in any area from which they are specifically excluded by any local authority.
- The towing of any inflatable toy that carries more than two people.
- The towing of "Air Chairs"
- Drivers under 21 unless specifically agreed by us
- Stunt, surf racing or white water use.
- Loss or damage caused by launching or beaching under power.
- Loss or damage caused by the ingestion of foreign objects into the jet unit of the Personal Watercraft.
- Loss of or damage to the craft or for any liability arising as a result of any engine cut-out device being inoperative.

### **Motorboats**

You are not insured:

- For the craft being used single-handed (Unless during daylight hours, within Coastal Waters and the user is wearing a personal flotation device at all times when aboard) In addition, on all vessels with a maximum speed in excess of 10 knots a kill cord, dead man or similar device is fitted and used at all times when the vessel is underway. (If over 5metres and /or over 17Kts)
- Unless the person in charge of the craft is over the age of 18 years of age and is aboard at all times when the craft is underway (If over 5metres and /or over 17Kts)
- If the craft has inboard machinery and has a maximum design speed of over 17 knots unless:
  1. A remote controlled or Automatic fire extinguishing system is fitted in the engine compartment (and the tank space where possible)
  2. A manually operated fire extinguisher and a fire blanket fitted in the galley (where applicable)

### **Sailing Boats / Multihulls over 5 metres (Not applicable to Sailing Dinghies)**

You are not insured :

- For the craft being used single-handed (Unless during daylight hours, within Coastal Waters and the user is wearing a personal flotation device at all times when aboard)
- if the craft will not be raced with less than three crew, unless a recognised class with a maximum crew number of 1 or 2 only.
- Unless the person in charge of the craft is over the age of 18 years of age and is aboard at all times when the craft is underway (if over 5m )

### **Narrowboat / Canal Boat only**

You are not insured :

- If the craft is being used single-handed (Unless during daylight hours and the user is wearing a personal flotation device at all times when aboard)
- Unless the person in charge of the craft is over the age of 18 years of age and is aboard at all times when the craft is underway

### **Policy period**

Your policy is for a period of 12 months from the date of commencement, or as otherwise shown in your Clear Waters Policy schedule.

### **Cancellation**

You have 14 days to change your mind about this insurance. The 14 days starts from the date on which you purchased the insurance or the date you received your policy documentation whichever is later.

You will find full details of the conditions for cancelling your policy in the policy wording.

### **Claims**

You must report any claims to Towergate Underwriting Marine immediately via your Broker or agent. If you need to contact Towergate Underwriting Marine the claims telephone number is 01452 507609 and the address is: Eastgate House, Eastgate Street, Gloucester, GL1 1PX. If you telephone, please make sure you have your policy number ready to quote.

## Complaints

We hope you will be very happy with the service you receive. If you are not satisfied you should in the first instance contact Towergate Underwriting Marine at the address below.

The Managing Director  
Towergate Underwriting Marine  
THS House, 91/92 High Street  
Lymington, Hants, SO41 9AP  
Tel: 01590 671560

If you are still not satisfied with the way in which your complaint has been dealt with, you can contact AXA Insurance UK plc.

If the complaint is still not resolved, you can approach The Financial Ombudsman Service. Referral to the Financial Ombudsman will not affect your right to take legal action.

Full details of addresses can be found within the policy wording.

## Financial Services Compensation Scheme (FSCS)

All the Insurers listed below are covered by the FSCS, which is triggered when an authorised firm goes out of business. In this unlikely event you may be entitled to compensation from the scheme. Compensation under the scheme for:

- Compulsory insurance is covered in full.
- Non-compulsory insurance is protected in full for the first £2,000 and 90% of any amount above this threshold.

You can get full details at [www.FSCS.org.uk](http://www.FSCS.org.uk)

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Underwritten by:

### **AXA Insurance UK plc**

Registered No 78950 Registered Office: 5 Old Broad Street, London, EC2N 1AD

Main business: Insurance Company Authorised and regulated by the Financial Services Authority

### **Aviva Insurance Limited (Trading as Norwich Union)**

Registered in Scotland. Registered No 2116 Registered Office: Pitheavlis, Perth, Scotland, PH2 0NH Main

business: Insurance Company Authorised and regulated by the Financial Services Authority

### **Royal and Sun Alliance Insurance plc**

Registered No 93792. Registered Office: St Marks Court, Chart Way, Horsham, West Sussex, H12 1XL Main

business: Insurance Company Authorised and regulated by the Financial Services Authority

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