



## Clear Waters Policy for Pleasurecraft



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Dear Policyholder

We would like to take this opportunity to welcome you as a customer and thank you for choosing the “Clear Waters Policy” for Pleasurecraft.

Please read this booklet carefully, as it is important that you understand the cover your policy provides. The booklet is clear and concise and important words have been defined in bold print. We have also included a help section, which gives guidance on what to do if you have to make a claim.

Your schedule also contains important information about your cover and you should read it with this booklet. If you find that the cover is not suitable for you or that there is anything you do not understand properly, please contact your insurance adviser or Towergate Underwriting Marine immediately.



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Towergate Underwriting Marine is a trading name of Towergate Underwriting Group Limited.  
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Registered in England No. 4043759

Authorised and Regulated by the Financial Services Authority

# Your Pleasurecraft Policy

## Contract of insurance

- **Your “Clear Waters Policy ”** for Pleasurecraft is a contract between **you** and the **insurers** noted in **your schedule** and is formed by the information that **you** have given to **us**, **schedule** and **policy**.
- On the basis that the information that **you** have given to **us**, is true and complete to the best of **your** knowledge and belief, (subject to the terms of the **policy** and any **endorsements** to it), **your insurers** will insure **you** against loss, damage and legal liability, which may happen during the **period of insurance** for which **your insurers** have accepted **your premium**.
- If the cover provided does not meet **your** requirements **you** may return the **policy** to the point of sale within 14 days from the date **you** bought it or the date **you** received **your policy** documentation, whichever is the later. **Your insurers** will give **you** a full refund of any **premium you** have paid provided **you** have not made and are not intending to make a claim and that no incident likely to give rise to a claim has occurred.
- **You** must tell **us** about any changes which affect **your policy** and which have occurred, either since **your policy** started or since the last renewal date. If **you** are not sure whether certain facts are relevant, please ask **your** insurance adviser or **Towergate Underwriting Marine**. **Your policy** may not be valid, or may not cover **you** fully, if any relevant information is not disclosed. **You** should keep a written record, (including copies of letters), of any information **you** give to **us**, or **your** insurance adviser, when **you** renew this **policy**.
- **Your policy** is valid for the **period of insurance** shown in **your schedule**.

# Important Notes

We agree to insure **you** for the cover shown in **your policy** and **schedule**, during any **period of insurance** for which **you** have paid the **premium** and would point out the following.

1. **Conditions and Exclusions:** Conditions and exclusions will apply to individual sections of **your policy**. General exclusions and general conditions will apply to the whole of **your policy**.
2. **Policy Excesses:** Under Section 1 – Loss or Damage of **your policy**, **you** will have to pay an **excess** for any claims **you** make. This means that **you** will be responsible for paying the first part of a claim. The amount **you** have to pay is the **excess**.
3. **Policy Booklet:** **You** should read the document carefully. It gives **you** full details of what is and what is not covered and the conditions of cover.
4. **Policy Schedule:** **Your schedule** also contains important information about **your** cover and **you** should read it with **your** policy booklet.
5. **Property Claims:** **Your insurers** pay these claims based on the value of the items at the time **you** lose them up to the value shown in **your schedule**. **Your insurers** do not pay on a “new for old” or replacement cost basis, unless otherwise shown in **your policy**.
6. **Policy Cover:** **Your insurers** will insure **your boat** while it is:
  - **In commission** within the **cruising limits** shown in **your schedule**, including hauling out, launching and lifting by crane.
  - **Laid up** out of commission, including hauling out, launching and lifting by crane and including fitting out and overhauling, for the period shown in **your schedule**.
  - Being transported by road, rail, air or ferry. **Your insurers** will not insure any liability to **third parties** during this time. This cover only applies to boats up to 9 metres long. (30 feet).
  - If **your boat** is not **laid up** out of commission at the start of the **laid up** period shown in **your schedule**, **your insurers** will automatically extend **your in commission** period for up to 15 days without **you** telling them.
7. **Reasonable Care:** **You** need to take all reasonable care to protect yourself and **your** property. **You** should take all the precautions that **you** would if **you** did not have this insurance.

8. **Complaints:** Your policy includes a complaints procedure that tells you what steps you can take if you wish to make a complaint.
9. **“Cooling off period”:** Your policy contains a “cooling off period”. During this period you can return the policy and get a refund of premium.
10. If you would like more information, you should talk to your insurance adviser, particularly if you feel the insurance may not meet your needs.

## List of Insurers

Your policy is insured by one or more of the following insurers which are noted in your schedule. Each insurer will insure your boat only for the percentage noted against their name in your schedule.

### **AXA Insurance UK plc**

Registered in England 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

### **Underwriters at Lloyds,**

1 Lime Street London EC3M 7HA  
Main business: Insurance Underwriters  
Authorised and regulated by the Financial Services Authority





# General Information

## Your policy

This is **your policy** which **you** should keep in a safe place.

**Your policy** shows what **you** are insured for and what **you** are not insured for. **You** should read **your policy** and **schedule** and check it is what **you** want.

## Making a claim

**You** may find the following advice helpful.

- Check **your policy** to see if the loss or damage is insured. Look at Section 1 – Loss or Damage and what is not insured. **Your policy** is not a maintenance contract and **your insurers** do not insure loss or damage caused by wear and tear.
- Get in touch with Towergate Underwriting Marine (Claims - Tel: 01452 507609) for a claim Form.
- If **you** do not have to have repairs done straightaway, get two estimates if possible and send them to Towergate Underwriting Marine (Claims) with **your** claim form. Send **your** claim form even if **you** are waiting for the estimates.
- **You** can have emergency repairs done if it stops more damage to **your boat**, or if it means **you** can carry on using **your boat**.
- If **your** engine has been under water **you** must have it flushed out thoroughly with clean fresh water.
- Tell the police immediately if someone has stolen **your insured property** or if it has been damaged by vandals, or if **you** have lost a valuable item.
- If someone makes a claim against **you**, send Towergate Underwriting Marine (Claims) full details straightaway. **You** should send all letters or other documents to Towergate Underwriting Marine (Claims) immediately without answering them.
- If **you** have any questions or need help in making **your** claim, please get in touch with Towergate Underwriting Marine (Claims).

## No claim discount

**Your insurers** will reduce the **premium you** pay to renew **your policy** by the amount shown below if **you** do not claim against **your policy**.

After	one year	5%
	two years	10%
	three years	15%
	four years	20%
	five years	25%

Please note that this is not a guarantee that **your premium** will not rise.

## Speedboat clauses

**Your insurers** will use the **speedboat** clauses (**Endorsement G**) if **your boat** is designed to travel at a speed of more than 17 knots or 20 mph.

## Changes in circumstances

**You** must tell **your** insurance adviser or **Towergate Underwriting Marine** as soon as possible about any changes that may affect **your** insurance. In particular **you** must tell them if:

- **You** change **your** address.
- **You** change **your boat** or buy extra gear or equipment.
- **You** or anybody living with **you** are prosecuted for or convicted of theft, fraud, dishonesty or arson.

Please remember that if **you** do not tell **Towergate Underwriting Marine** about changes, it may affect any claim **you** make.

# Complaints

**Our** aim is to provide a first class standard of service at all times. However there may be occasions when **you** feel we have not achieved this objective. If **you** have any query or complaint about this contract, please contact us (quoting **your Policy** number):

The Managing Director  
**Towergate Underwriting Marine**  
THS House  
91-92 High Street  
Lymington, Hampshire SO14 9AP  
Tel. 01590 671560  
Fax. 01590 679893

**We** take all complaints **we** receive seriously and will handle any complaint promptly and fairly. If **you** make a complaint, **we** will acknowledge it promptly, explain how **we** will handle **your** complaint, tell **you** what you need to do, and how **your** complaint is progressing. **We** will record and analyse **your** comments to make sure **we** continually improve the service **we** offer.

If after taking this action **you** are still not satisfied; or if at any time **you** have a complaint about the services **we** provide for **you**; **then**, please write with full details (including policy number and/or claim number) to the **insurer** who heads the list noted in **your schedule**. The appropriate address is shown below:

Head of Customer Care  
AXA Insurance  
Civic Drive  
Ipswich  
Suffolk  
IP1 2AN

Tel: 01473 205926  
Fax: 01473 205101  
Email: [customer-care@axa-insurance.co.uk](mailto:customer-care@axa-insurance.co.uk)

The Chief Executive  
Norwich Union Insurance  
Surrey Street  
Norwich  
NR1 3NG

Tel : 01603 622200  
Fax: 01603 683659

Customer Relations Office  
Royal and Sun Alliance Insurance PLC  
Dean Clough Industrial Park  
Bowling Mill  
Halifax  
HX3 5WA

Tel: 01422 325060  
Fax: 01422 325146  
Email: [customerrelationsoffice@ukroyalsun.com](mailto:customerrelationsoffice@ukroyalsun.com)

The Complaints Department  
Lloyd's of London  
1 Lime Street  
London  
EC3M 7HA

Tel: 020 7327 5693  
Fax: 020 7327 5225

If **you** are not happy with the outcome of **your** complaint, **you** may be eligible to refer **your** complaint to:

The Financial Ombudsman Service (FOS)  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

Tel: helpline 0845 080 1800  
Tel: switchboard 020 7964 1000  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please note that the Ombudsman will only consider **your** complaint if **you** have already given **us** the opportunity to resolve it.

**Your insurers** are bound by the decision of the Financial Ombudsman Service, but **you** are not. If **you** follow the complaints procedure, it does not affect **your** right to take legal action.

### Definition of an eligible complainant

An eligible complainant is either a private individual, a business with a group annual turnover of less than £1million, a charity with an annual income of less than £1million or a trustee of a trust with a net asset value of less than £1million at the time of the complaint. Following the complaints procedure does not affect **your** rights to take legal action.





## Financial Services Compensation Scheme

**Your insurers** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **your insurers** cannot meet their obligations. This depends on the type of business and the circumstances of the claim.

Where the claim is in respect of a liability subject to compulsory insurance; 100% of the claim. In all other cases, 100% of the first £2000 and 90% of the remainder of the claim.

Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme. Website: [www.fscs.org.uk](http://www.fscs.org.uk)

## Definitions

Certain words shown below have a specific meaning. Whenever they are shown in **your policy** in **bold** type they will have that meaning.

### Cruising limits

The geographical area specified in **your schedule** within which **your insurers** have agreed to insure **your boat**.

- **Non-tidal waters of the United Kingdom**  
Inland waters where there are no tides, including broads and fens. **You** can also travel along inland tidal stretches provided it is only to enter or leave the non-tidal system.
- **Coastal waters of the United Kingdom**  
Waters around the coast up to a distance of 12 miles offshore. **You** can travel between two points in the **United Kingdom** by the most direct route, even though this might take **you** outside the 12 mile limit. **You** are not allowed to travel between **Great Britain** and the Isle of Man, or Northern Ireland, or the Channel Islands.
- **Continental waters between Brest and Elbe**  
All tidal, coastal and inland waters between Brest and Elbe. **You** are not allowed to sail:
  - further north than 61 degrees north;
  - further east than 10 degrees east;
  - further south than 48 degrees 10 minutes north; and
  - further west than 12 degrees west.
- **Inland and coastal waters of Europe**  
Inland waters where there are no tides and waters around the coast up to a distance of 5 miles offshore.
- **Mediterranean / Other Areas**  
As per the cruising limits shown in **your schedule**.

If **your insurers** agree any other **cruising limit** it will be shown in **your schedule**.

**You** can travel outside **your cruising limits** if **you** are forced to by:

- The weather;
- any form of danger; or
- an order of a Government or legal authority.



### Endorsement

A written record of any alteration **your insurers** agree to make to **your policy** that is shown in **your schedule**.

### Europe

For the purpose of this policy **your insurers** define **Europe** as:

Albania, Andorra, Austria, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Eire, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Republic of Macedonia, Malta, Monaco, Montenegro, The Netherlands, Norway, Poland, Portugal (excluding Azores), Romania, San Marino, Serbia, Slovakia, Slovenia, Spain (including coastal waters of Canaries, Madeira, and the Balearics) Sweden, Switzerland, Vatican City.

### Excess

The amount of each claim **you** have to pay.

### Great Britain

England, Scotland and Wales.

### Hitchlock

A device that is designed to prevent a trailer being hitched to or unhitched from a towing vehicle. The **hitchlock** must cover the bolts securing the tow hitch to the trailer chassis.

### Houseboat

Any boat that **you**, or any person with **your** permission, use as a home.

### In commission

When **your boat** is fitted out and ready for immediate use, including hauling out, launching and lifting by crane.

### Insured property

**Your boat** together with the outboard motor, dinghy or tender, trailer or trolley, **personal belongings** and **special equipment** shown in **your schedule**.

### Insurers

The Insurance Company or Insurance Companies noted in **your schedule** who provide **your** insurance cover.

### Laid up

When **your boat** is stored in a safe berth, not fitted out and not ready for immediate use and is not used for any purpose other than fitting out or normal overhauling, (including hauling out and lifting by crane), for the period shown in **your schedule**. **Your boat** must not have any stores on board and all portable

items including **personal belongings** and **special equipment** must be removed from **your boat** and stored ashore in a locked building.

If **your boat** is not **laid up** out of commission at the start of the **laid up** period shown in **your schedule**, **your insurers** will automatically extend **your in commission** period for up to 15 days without **you** telling us.

### Loss of limbs

Loss by physical severance at or above the wrist or ankle or the total and permanent loss of use of an entire hand, arm, leg or foot.

### Outboard motor lock

A lock that is designed to prevent the outboard motor being removed from the transom of a boat.

### Period of insurance

The period which **you** have paid for and which **your insurers** have accepted the **premium** for.

### Permanent total disablement

Disablement which has lasted for at least 104 consecutive weeks and will in all probability prevent the Insured Person from engaging in any gainful employment of any and every kind for the remainder of their life

### Personal belongings

Clothes and personal items that people normally wear or carry that are not part of **your boat** or its gear and equipment (but not cash, cash cards, credit cards, cheque cards, currency or bank notes, stamps, travel tickets, travellers cheques, bonds or securities; and/or furs, jewellery and watches).

### Policy

This booklet and the **schedule** make up **your** insurance **policy**. **You** should read them together as if they were one document.

### Premium

The amount of money that **you** pay, and **your insurers** accept, for this insurance.

### Schedule

The document that makes the **policy** personal to **you**. It sets out:

- the **period of insurance**;
- details of **your boat**;
- **sums insured**;
- the **cruising limits**;
- who **your insurers** are;
- the periods for which **your boat** is allowed to be **in commission** or

- should be **laid up**;
- any **endorsements** applying;
  - the **excess**; and
  - the statement of price.

### Special equipment

Items of electronic equipment that **you** own, that **you** use on **your boat**.

### Speedboat

Any boat that is designed to travel at more than 17 knots or 20 mph.

### Sums insured

The values shown in **your schedule** for **your boat** and other **insured property**.

### Third party

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

### Total loss

**Your boat** is a **total loss** when it is totally destroyed or damaged so that it can no longer be used as a boat. If the cost of repairs is more than the value of **your boat**, **your insurers** will call it a "constructive total loss".

### Total loss of sight

Complete and irrecoverable loss of sight.

### Towergate Underwriting Marine

Eastgate House  
Eastgate Street  
Gloucester, GL1 1PX

Tel. 01452 314059(Underwriting)  
01452 507609 (Claims)  
Fax. 01452 314062

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Registered office: Towergate House, 2 County Gate, Staceys Street, Maidstone, Kent ME14 1ST

Registered in England No 4043759

Authorised and regulated by the Financial Services Authority

### United Kingdom

For the purpose of this **policy your insurers** define **United Kingdom** as comprising England, Scotland, Wales, Northern Ireland, Isle of Man and the Channel Islands.

### We/Us/Our

**Your insurers** shown in **your schedule**.

### Wheel clamp

A locking device that is designed to prevent a wheel being turned and removed.

### You, your, the policyholder

The person whose name is shown in **your schedule** or any other person who is navigating or in charge of **your boat** with **your** permission who **your insurers** provide cover for.

### Your boat

The hull, superstructure, fittings, machinery, engines, gear and equipment that would normally be sold with the boat.



## Section 1

# Loss or Damage

**You** can claim for:

- loss of or damage to **your insured property** shown in **your schedule** directly caused by an accident, including fire and theft;
- gear, equipment or machinery stolen from **your boat** or from a locked storage place on shore. **Your insurers** will only provide cover if the theft is by someone forcing their way into or out of **your boat** or locked storage place, or if they remove it by force;
- loss or damage occurring while **your boat** is being transported by road, rail, air or ferry. This cover only applies if **your boat** is up to 9metres (30 feet) long;
- loss or damage occurring during hauling out, launching and lifting by crane and including fitting out and overhauling;
- loss or damage to the rudder, propeller, shaft, motor, electrical machinery and their connections, caused by **your boat** hitting an object that is underwater or partly underwater;
- accidental damage caused by faults,
  - that **you** could not know about, or
  - caused by a fault in the design of **your boat** or the way that it was made.

**You** can also claim for:

### Salvage charges

**Your insurers** will pay the reasonable costs of saving **your boat** from a loss which **you** would be insured for under **your policy**.

### Sighting costs

**Your insurers** will pay the cost of inspecting the underwater part of the hull of **your boat** after a stranding, even if there is no damage.

### Pollution costs

Loss or damage might be caused to **your boat** by an authority trying to stop or reduce a pollution threat. As long as **you** have done everything possible to stop or reduce the threat, **your insurers** will pay for the loss or damage to **your boat** caused by the authority.

### Special conditions applying to Section 1

**You** must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply with them **we** may at **our** option cancel the **policy** or refuse to handle **your** claim or reduce the amount of any claim payment.

#### While it is in transit your boat must be:

- carried on a trailer fit for the purpose and towed by a suitable vehicle; or
- fitted in a purpose built cradle and carried by a professional haulier; or
- secured or fastened to a vehicle roof rack, provided this is a suitable method of transit for your boat.

#### The amount your insurers will pay under Section 1

- For a **total loss** – if **your boat** is a **total loss**, the most **your insurers** will pay is the value of **your boat** shown in **your schedule**.
- For a partial loss – if **your insured property** is lost or damaged, **your insurers** will choose to either:
  - Pay for the repairs;
  - pay for a replacement part and the reasonable costs connected with the replacement; or
  - make a cash payment based on the cost of an equivalent replacement.
- For salvage charges – expenses reasonably and necessarily incurred.
- For sighting costs – the reasonable costs incurred provided **your insurers** have agreed in writing first.

- **Your insurers** will not reduce **your** claim if **your insurers** replace old materials with new, except for:
  - Sails;
  - protective covers;
  - running rigging;
  - outboard motors;
  - batteries; and
  - **personal belongings**.

If **your insurers** replace these items with new ones, **your insurers** may reduce **your** claim, because of the age and condition of the item.

**Your insurers** will not pay for more than the value shown in **your schedule**, unless the costs are for salvage charges or sighting costs.

**Your insurers will not pay for:**

loss of or damage caused by:

- Wear and tear;
- corrosion;
- loss of value because of age and use;
- loss of value of **your boat** after it has been repaired;
- the cost of repairing or replacing any part that is lost or damaged because it was faulty;
- the cost of putting right any fault caused by somebody else's mistake or if they do not finish any repair work or alterations;
- any damage that is not repaired, as well as a **total loss** in any **period of insurance**;
- scratching, denting or bruising while **your boat** is being transported;
- sails split by the wind or blown away while they are set, unless the spars that they are attached to are damaged at the same time;

loss of or damage to:

- tenders or dinghies that do not have the name of **your boat** permanently shown on them;

- masts, spars and fittings, sails and standing or running rigging while **you** are racing **your boat** unless **Endorsement F** or **K** is shown in **your schedule**;
- motors, electrical machinery, electronic equipment, batteries and their connections caused by mechanical or electrical breakdown or failure, or electronic or computer breakdown or failure;
- **personal belongings**, unless they are shown in **your schedule** and **Endorsement E** applies;
- stores, moorings, fishing gear, diving equipment, wet suits, tow ropes, water skis or similar equipment or any personal expenses **you** pay because of loss of or damage to **your boat**;
- **special equipment**, unless they are shown in **your schedule**;
- **your** outboard motors if they are stolen from **your boat**, unless they are securely fastened by an **outboard motor lock** as well as their normal fitting device;
- **your** trailer, or any **insured property** on **your** trailer if it is stolen, unless the trailer is secured by a **hitchlock** or **wheel clamp**; or
- **your speedboat** on a trailer if it is stolen, unless the trailer is secured by a **wheel clamp**:
  - When it is unhitched from a towing vehicle;
  - at all times between sunset and sunrise; and
  - at any other time when it is parked (except if **you** are on a journey).



## Section 2

# Liabilities to Third Parties and Passengers

**You** can claim:

All sums that **you** legally have to pay as a result of owning **your boat**, for:

- The death of or injury to any other person, including anyone getting on or off or travelling on **your boat**;
- damage to any other property, including other boats, piers, docks, wharves, jetties or pontoons;
- attempted raising or raising, removing or destroying the wreck of **your boat** or if **you** fail to remove or destroy it; or
- pollution caused by **your boat** as a result of loss or damage **your insurers** insure.

This insurance will also insure anyone else who is navigating or in charge of **your boat** with **your** permission, but **your insurers** will not insure:

- Shipyard operators or their employees;
- repair yard operators or their employees;
- slipway operators or their employees;
- yacht club operators or their employees;
- marina operators or their employees;
- delivery skippers or their employees or crew;
- sales agencies or their employees; or
- any other similar organisations.

### The amount your insurers will pay under Section 2

The most **your insurers** will pay under this section is the amount shown in **your schedule** under the **third party** and passenger indemnity limit. This applies to each accident or series of accidents that are caused by the same event.

As long as **your insurers** have agreed in writing, **your insurers** will also pay for:

- All **your** legal costs in settling or defending a claim; and
- solicitor's fees and all expenses relating to official enquiries or coroner's inquests.

### Your insurers will not pay claims for:

- Death, injury or illness of anyone **you** employ;
- death, injury or illness of an employee of anyone using **your boat**;
- fare-paying passengers;
- water skiers operating with **your boat** or anything similar, until they are safely back on board **your boat** (unless **your insurers** have specifically agreed and **Endorsement H** is shown in **your schedule**);
- parascenders operating with **your boat**, or any other sport which takes place in the air, until they are safely back on board **your boat**;
- divers operating from **your boat**, until they are safely back on board **your boat**;
- accidents while **your boat** is in transit by or attached to a mechanically propelled road vehicle or caused by any trailer **your insurers** insure, except when it is deliberately uncoupled from the towing vehicle;
- accidents while **your boat** is in transit by rail, air, ferry or sea;
- liability of any sort which comes under the Employers Liability Acts or any other law relating to workmen; and
- any punitive or exemplary damages.

### Section 3

# Personal Accident

This section of **your policy** insures **you** and **your** passengers for accidental death or accidental injury while they are on **your boat**, or getting on or off it.

**Your insurers** will pay the following Benefits.

1	Death	£10,000;
2	loss of one or more limbs	£10,000;
3	total loss of sight in one or both eyes	£10,000;
4	<b>permanent total disablement</b>	£10,000;

**You insurers** will not pay:

- If death or disablement happens more than 12 months from the date **you** or **your** passengers have been injured;
- for anybody under 18 or 76 or over at the time of the accident;
- **you** or **your** passengers compensation under more than one of the categories shown above for the same accident;
- more than £60,000 in any one **period of insurance**;
- **you** or **your** passengers benefit if **you** or **your** passengers are paid compensation under Section 2 – Liabilities to Third Parties and Passengers of **your policy**.

#### Medical expenses

**Your insurers** will pay 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.

**Your insurers** will not pay for death or disablement resulting from:

- Incidents occurring to anyone while **your boat** is used for any purpose other than private pleasure;
- suicide or attempted suicide or wilful exposure to danger (except in an attempt to save human life); or
- the influence of intoxicating liquor or drugs (other than drugs taken under medical supervision and not for the treatment of drug addiction).

## Section 4

# General Policy Exclusions

The following exclusions apply to the whole of **your policy**.

### Terrorism

**You** are not insured for injury, loss, damage, liability or expense arising from the following:

Terrorism, including acts by persons or organisations that involve,

- a) causing or occasioning or threatening of harm of any nature and by any means whatsoever; or
- b) putting the public or any section of the public in fear.

The circumstances under which (a) and (b) above operate, must be such that it is reasonable to conclude that the purpose of the persons or organisations concerned are wholly or partly of a political, religious, ideological nature, or similar.

### Radioactive contamination

**You** are not insured for injury, loss, damage, liability or expense arising from the following:

- Ionising radiations or radioactive contamination from any nuclear fuel or from the nuclear waste arising from burning nuclear fuel;
- The radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or nuclear part of that equipment;
- any weapon or device that uses atomic or nuclear fission and/or fusion or any similar reaction or radioactive force or matter; or
- The radioactive, toxic, explosive or other dangerous or contaminating properties of any radioactive matter.

This exclusion does not include radioactive isotopes, (other than nuclear fuel), when those isotopes are being prepared, carried, stored or used for the following purposes :

- a) Commercial;
- b) agricultural;
- c) medical;
- d) scientific; and
- e) any other peaceful purpose.

### Sonic bangs

**You** are not insured for:

- Damage caused by aircraft and other flying objects travelling at or above the speed of sound.

### War risks

**You** are not insured for injury, loss, damage, liability or expense arising from the following:

- War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or piracy;
- any chemical, biological, bio-chemical or electromagnetic weapon; or
- any computer, computer system, computer software programme, computer virus or process, or any other electronic system that is used for causing harm.

### Riots and civil commotion

**You** are not insured for:

- Any liability, loss or damage that is caused by a riot or civil commotion.

### Use of your boat

Unless **your insurers** agree by **endorsement** and it is specified in **your schedule**, **you** are not insured for any claims if **you use your boat**:

- for hire or charter;
- for anything except **your** own private pleasure;
- as a **houseboat**; or
- outside the **cruising limits** shown in **your schedule**.

#### Consequential losses

**You** are not insured for:

- Any consequential loss not specified in **your policy**.

#### Date recognition

**You** are not insured for:

Loss or damage arising from, or consisting of, the failure or inability of any equipment or any computer programme to recognise or to correctly interpret or process any date as the true or correct date, or to continue to function beyond that date;

this does not exclude any resulting loss or damage otherwise insured by this **policy**.

# General Policy Conditions

**You** must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply with them **we** may, at **our** option, cancel the **policy** or refuse to handle **your** claim or reduce the amount of any claim payment.

#### Your duty of care

**Your insurers** will only provide the insurance described in **your policy** if:

- To the best of **your** knowledge and belief the information that **you** have given is true and complete. If someone else has given the information for **you**, that person was acting for **you** at the time and **you** are responsible for the information they gave;
- anyone claiming under **your policy** has met all the relevant conditions;
- **you** have taken all reasonable steps to maintain and keep **your boat** and all its gear and equipment in a proper state of repair and seaworthiness; and
- **you** have taken all reasonable steps to protect **your insured property** from loss or damage.

#### New ownership

If **you** sell **your boat** or transfer it to new ownership or if a company owns **your boat** and there is a change in the controlling interest of the company, **your insurers** will cancel **your policy** from the date of the sale, transfer or change.

**Your insurers** will not recognise any interest or transfer of interest or assignment of this **policy** unless **your insurers** have agreed and noted it in **your schedule**.



### Fraudulent claims

**You** must not act in a fraudulent manner.

If **you** or anyone acting for **you**:

- Make a claim under the **policy** knowing the claim to be false or fraudulently exaggerated in any respect; or
- make a statement in support of a claim knowing the statement to be false in any respect; or
- submit a document in support of a claim knowing the document to be forged or false in any respect; or
- make a claim in any respect of any loss or damage caused by **your** willful act or with **your** connivance.

Then

- **we** shall not pay the claim;
- **we** shall not pay any other claim which has been made under the **policy**;
- **we** may at our option declare the **policy** void;
- **we** shall be entitled to recover from **you** the amount of any claim already paid under the **policy** since the last renewal date;
- **we** shall not make any return of **premium**; and
- **we** may inform the police of the circumstances.

### Cancellation

**You**, Towergate Underwriting Marine or **your insurers** can cancel this **policy**.

- If **your insurers** cancel **your policy**, they will send seven days written notice to **your** last known address by recorded delivery. They will return part of any **premium** you have paid for the rest of the **period of insurance**.
- If **you** cancel **your policy**, **we** will return part of **your premium** as long as **you** have sold **your boat**. **We** will not give **you** a return of **premium** for any other reason.

- **Your insurer** will not return **your premium** if **you** have made a claim during the current **period of insurance**.
- If **your policy** has been in force for more than one year, **your insurers** will return part of any **premium** you have paid for the rest of the **period of insurance**. They will keep a minimum amount of £25.
- If **you** cancel **your policy** in the first year of insurance, **your insurers** will use the following short period rates when they return **your premium**;

Period of Cover	The percentage of <b>your premium</b> we will return:
Up to three months	50%;
Up to four months	25%;
Over four months	NIL.

**We** have the right to cancel **your policy** with immediate effect if **you** do not pay the **premium** or default under any installment scheme or linked credit transaction. **We** will not return any installment to **you** that **you** have already paid.

### Other insurance

If **you** make any claim under this **policy** and there is another insurance policy that insures the same loss, **We** will only pay **our** share of the claim. This condition does not apply to the Personal Accident section.

### Choice of Law

The law of England and Wales will apply to this contract unless:

- **you** and **your insurers** agree otherwise; or
- at the date of the contract **you** live in (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

## Claims

If **you** have an accident or loss **you** might want to claim for under **your policy**, **you** must contact Towergate Underwriting Marine (Claims) for a claim form and instructions. Send the completed claim form back to them as soon as possible.

### What you should or should not do:

- **You** must tell the police about any theft, attempted theft, vandalism, malicious damage or loss of **Your insured property**;
- **you** must not admit responsibility for, pay, or negotiate any claim unless **your insurers** have given **you** permission;
- **you** must send all claims, letters, summonses or legal documents to Towergate Underwriting Marine (Claims) as soon as possible. **You** must not reply to any of these documents.
- **Your insurers** can take over the defence or settlement of any claim.
- **Your insurers** can also take legal action to get back any payment **your insurers** have made under your policy. **You** must give **your insurers** permission to take this action in your name and **you** must help them as far as possible.
- **Your insurers** can get or ask **you** to get estimates for repairs and **your insurers** can decide where repairs can be done.

## Endorsements

These **endorsements** only apply when they are shown in **your policy schedule**.

### Endorsement A – Excess

**You** must pay the first part of each claim under Section 1 – Loss or Damage of **your policy**, up to the amount shown in **your schedule**. If **your boat** is a **total loss you** do not have to pay the **excess**.

### Endorsement B – Taken ashore condition

**You** must take **your boat** ashore at all times:

- When it has nobody on board; and
- between sunset and sunrise.

### Endorsement C – Small craft mooring permission

**You** can leave **your boat** afloat at the mooring shown in **your schedule** between 1st May and 30th September each year. At all other times **you** must take it ashore:

- When it has nobody on board; and
- between sunset and sunrise.

### Endorsement D – Continental use

**You** can take **your boat** and use it on **inland and coastal waters of Europe**, for up to 30 days at any one time.



### Endorsement E – Personal belongings

**Your insurers** will insure **your personal belongings** (including those belonging to members of **your** family that are living with you all the time) against loss or damage.

**Your insurers** will only insure **your personal belongings** while **you** are taking them from **your** home or business address to **your boat** or back again and while they are on board **your boat**.

The most **your insurers** will pay is the amount shown in **your schedule** against the **personal belongings** value.

The most **your insurers** will pay for any single item is £250.

**Your insurers** will not pay claims for or caused by:

- brittle articles that are broken, unless they are broken by thieves, burglars, fire, stranding, sinking or collision;
- moths, vermin, damp, mould, mildew, mechanical or electrical breakdown or failure, electronic or computer breakdown or failure;
- loss of value because of age or use;
- theft of or loss of cash, cash cards, credit cards, cheque cards, currency or bank notes, stamps, travel tickets, travellers cheques, bonds or securities; and
- theft of or loss of furs, jewellery and watches.

### Endorsement F – Racing cover (sailing boats only)

**Your insurers** insure loss or damage to masts, spars and fittings, sails and standing or running rigging while **you** are racing **your boat**. The most **your insurers** will pay is the amount shown in **your schedule** against these items. The **excess** will apply to these claims.

### Endorsement G – Speedboat clauses

When **your boat** is underway **you** or another experienced person must be on board and in control of **your boat**.

**Your insurers** will not pay any claim for:

- Loss, damage, liability or any salvage services while **your boat** is racing or taking part in speed tests or trials;
- loss or damage to turbojet **speedboats**, unless they are taken out of the water in the normal way and not run ashore under their own power;
- loss or damage by fire or explosion, if **your boat** is fitted with inboard machinery, unless **your boat** is fitted with:
  - i) a remote controlled, (the controls must be operated from the steering position), or automatic fire extinguishing system in the engine compartment and, if possible, the tank space (**your insurers** may accept another system if **you tell us**); and
  - ii) manually operated fire extinguishers and a fire blanket in the galley area.

### Endorsement H – Water skiers' liability

**Your insurers** insure liability to and caused by anyone being towed on water skis, mono-skis, kneeboards or similar equipment, behind **your boat**.

The most **your insurers** will pay is the amount shown in **your schedule** under the water skiers liability limit.

### Endorsement I – Third Party only insurance

**Your insurers** insure legal liability to **third parties** and passengers only, as shown in Section 2 – Liabilities to Third Parties and Passengers of **your policy**.

### Endorsement J – Marina benefits

If **your boat** is on its permanent marina berth, **your insurers** will not:

- Take **your policy excess** off any claim under Section 1 – Loss or Damage of **your policy**; or
- reduce **your** no claim bonus for any claim under section 1 – Loss or Damage of **your policy**.

### Endorsement K – Racing cover (sailing dinghies only)

**Your insurers** insure loss or damage to masts, spars and fittings, sails and standing or running rigging while **you** are racing **your boat**. The **excess** will apply to these claims.



### Endorsement L – Personal Watercraft

Your insurers will not pay for:

1. 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.
2. 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).
3. The personal watercraft being used in any area from which they are specifically excluded by any local authority.
4. The towing of any inflatable toy that carries more than two people.
5. The towing of " Air Chairs."
6. Drivers under 21 unless specifically agreed by **us**.
7. Stunt, surf racing or white water use.
8. Loss or damage caused by launching or beaching under power.
9. Loss or damage caused by the ingestion of foreign objects into the jet unit of the personal watercraft.
10. Loss of or damage to the craft, or for any liability, arising as a result of any engine cut-out device being inoperative.

## Securing Your Boat

Every year thousands of boats are stolen or gear, equipment and outboard motors stolen from them. Many of these losses could be prevented by exercising a few simple precautions.

Remember, we will do everything we can to help if you are unfortunate enough to have a claim. However, your boat is probably one of your most cherished possessions so please try and take a few moments to read this important message.

### At little cost – mark it

Postcode all removable items such as radio, echo sounder, log, navigation systems etc., by engraving with a diamond tipped engraver or electric engraving tool (ultra-violet security pens are not satisfactory in a marine environment).

Etch the hull moulding number or boat registration number on the windows. Keep a record (away from the boat), of all serial numbers and hull moulding numbers.

Register your boat with BMF Boat mark scheme.

Join a local Boat Watch or Marine Watch scheme.

Stow all small items of equipment away in lockers and out of sight, or better still, take them home.

### At modest cost – lock it up

Fit good quality locks (for example close shackle hardened steel padlock) to all doors, hatches and deck lockers.

Deadlocks should be morticed into hatches or securely flush mounted, using bolts with locking nuts.

All external doors, opening windows and hatches should be securely fixed to the craft. Locks and hinges should be through-bolted, using locking nuts on the inside or secured with stout screws. The screw heads should be hidden. Better still they should be secured with special security screws.

Hasps and staples should be avoided if at all possible, otherwise they should be through-bolted or at least secured with heavy gauge screws with the screw heads concealed.

Sliding hatch runners should be through-bolted. Large items of equipment that cannot be stowed in lockers should be secured to the craft by means of wire strops and close shackle hardened steel padlocks.



Outboard motors should be secured by properly constructed proprietary outboard motor locks. For example, you can buy a security-locking bolt that replaces one of the normal fixing bolts. An alternative is a hollow tube that slides over the clamping turnbuckles and is then secured by a close shackle hardened steel padlock.

When using a wire strop to secure equipment, ensure that the securing point on the craft cannot easily be removed by unscrewing.

Tenders are vulnerable if they are simply secured to the pontoon by a painter. Use a wire strop and close shackle hardened steel padlock.

Mark the tender with the name of the parent craft.

Boats kept on road trailers are increasingly becoming a target for thieves. Fit a wheel clamp to one of the trailer wheels to prevent it from being moved. Alternatively a hitchlock may be sufficient, provided it covers the tow hitch to the chassis.

Sailboards and dinghies on roof racks should be secured by a wire strop and a close shackle hardened steel padlock. Make sure the roof rack is well secured to the car otherwise the boat and roof rack might go missing!

#### **At reasonable cost – alarm it**

The cost of protecting your boat with an alarm may not be as great as you imagine. A simple self-contained passive infra-red detector and siren can be bought for around £100. The type of alarm will depend very much on the type and value of your boat and of course your ability to pay. It does however seem a small price to pay to protect a valued possession.

The various types of alarms which should be considered are:

- Self-contained alarms;
- alarms triggered by magnetic reed switches;
- passive infra-red alarms; and
- multi-purpose alarms.

For advice on what crime prevention methods you should adopt or the type of alarm best suited to your own particular needs, contact your local Crime Prevention Officer.

**Remember – mark it, lock it, alarm it!**

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