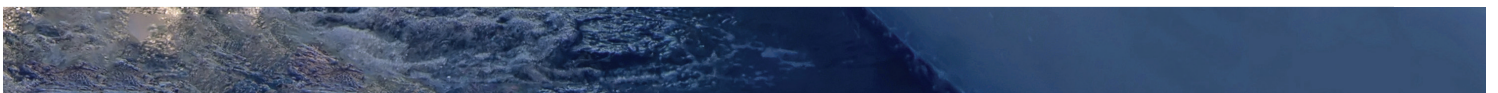




Crystal waters

Insurance policy



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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 “Crystal Waters” Policy for Pleasurecraft.

Please read this booklet carefully, as it is important that **You** understand the cover **Your Policy** provides. The booklet is designed to be clear and concise and important words, which have been highlighted in bold, have been defined for further clarity in the ‘Definitions’ section on page 7. **We** have also provided guidance on what to do and what not to do in the event of a claim in section 7.

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 **Bishop Skinner Marine** immediately.

Paul Emery
Managing Director

Bishop Skinner Marine,
Grove House,
Newland Street,
Witham,
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CM8 2UP

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Bishop Skinner Marine is a trading name of Jelf Insurance Brokers Ltd which is authorised and regulated by the Financial Conduct Authority (FCA). Not all products and services offered are regulated by the FCA. Registered in England and Wales number 0837227. Registered Office: 1 Tower Place West, London, EC3R 5BU.

Your Crystal Waters Policy - Contract of Insurance

Unless amended by Endorsement in Your Schedule, Your Insurers will insure Your legal liabilities, Your Insured Property against loss, damage or theft, and provide You and Your passengers with a personal accident benefit for incidents which occur within the Cruising limits or Transit Area and at the locations noted in Your Schedule, during the Period of Insurance for which Your Insurers have accepted Your Premium.

This cover is subject always to the terms and conditions of **Your Policy** or as noted in **Your Schedule**.

Several liability clause

The subscribing insurers' obligation under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscriptions of any co-subscribing insurers who for any reason does not satisfy all or part of its obligations.

Your Insurers are authorized by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

Your Insurers Firm Reference Number(s) and other details can be found on the Financial Services Register at www.fca.org.uk

Cooling Off Period

You may cancel this **Policy** within 14 days from the date **You** bought it or the date **You** received **Your Policy** documents (whichever is the later) by contacting **Bishop Skinner Marine**. **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 no incident likely to give rise to a claim has occurred.

To cancel your policy outside of the cooling off period, refer to page 21.

Information Your Insurers or Bishop Skinner Marine need to know

You must take reasonable care to provide complete and accurate answers to the questions **Bishop Skinner Marine or Your Insurers** ask when **You** take out, make changes to or renew **Your Policy**. **Your Policy** may not be valid or may not cover **You** fully if the information provided by **You** is not complete and accurate or if **You** do not tell **Bishop Skinner Marine or Your Insurers** about changes relevant to this **Policy**. See also Section 5 General Policy Conditions.

Who controls my personal information?

This notice tells you how Navigators and General, a trading name of Zurich Insurance plc ("Zurich"), will deal with your personal information. Where Zurich introduces you to a company outside the group, that company will tell you how your personal information will be used. You can ask for further information about our use of your personal information or complain about its use in the first instance, by contacting our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com. If you have any concerns regarding our processing of your personal information, or are not satisfied with our handling of any request by you in relation to your rights, you also have the right to make a complaint to the Information Commissioner's Office. Their address is:
First Contact Team, Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF.

What personal information will you collect about me?

We will collect and process the personal information that you give us by phone, e-mail, filling in forms on our website, or otherwise and when you report a problem with our website. We also collect

personal information from your appointed agent such as your trustee, broker, intermediary or financial adviser and from other sources, for verification purposes, such as credit reference agencies, other insurance companies, information you have volunteered to be in the public domain and other industry-wide sources. The type of personal information we may collect includes; basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals. In providing Zurich with personal information on other individuals on your policy, you agree that you have their permission to do so or you are managing the contract on another's behalf.

Who do you share my personal information with?

Where necessary or required we may need to share your personal information for the purposes of providing you with the goods and services with the types of organisation described below:

- associated companies including reinsurers, suppliers and service providers;
- introducers and professional advisers;
- regulatory and legal bodies;
- central government or local councils;
- law enforcement bodies, including investigators;
- survey and research organisations;
- credit reference agencies;
- healthcare professionals, social and welfare organisations;
- other insurance companies.

How do you use my personal information?

We and our selected third parties will only collect and use your personal information

(i) where the processing is necessary in connection with providing you with a quotation and/or contract of insurance and/or provision of financial services that you have requested; or
(ii) for our "legitimate interests". It is in our legitimate interests to collect your personal information as it provides us with the information that we need to provide our services to you more effectively including providing you with information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest. Examples of the purposes for which we will collect and use your personal information are:

- to provide you with a quotation and/or contract of insurance;
- to identify you when you contact us;
- to deal with administration and assess claims;
- to make and receive payments;
- to obtain feedback on the service we provide to you;
- to administer our site and for internal operations including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- for fraud prevention and detection purposes.

We will contact you to obtain consent prior to processing your personal information for any other purpose, including for the purposes of targeted marketing unless we already have consent to do so.

How do you use my personal information for websites and email communications?

When you visit one of our websites we may collect information from you such as, your email address, IP address and other online identifiers. This helps us to track unique visits and monitor patterns of customer website traffic, such as who visits and why they visit. We may use cookies and/or pixel tags on some pages of our website. A cookie is a small text file sent to your computer. A pixel tag is an invisible tag placed on certain pages of our website but not on your computer. Pixel tags usually work together with cookies to assist us to provide you with a more tailored service. This allows us to monitor and improve our email communications and website. Useful information about cookies, including how to remove them, can be found on our websites.

How do you transfer my personal information to other countries?

Where we transfer your personal information to countries that are outside of the European Union we will ensure that the transfer is carried out in a compliant manner and appropriate safeguards are in

place. A copy of our security measures for information transfer can be obtained from our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN, or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

How long do you retain my personal information for?

We will retain and process your personal information for as long as necessary to meet the purposes outlined in the notice provided to you at the time of collection of your personal information. These periods of time are subject to legal and regulatory requirements (for example those set out by HMRC and the FCA), or to enable us to manage our business.

What are my Data Protection rights?

You have a number of rights under the data protection laws, namely:

- to access your data (by way of a subject access request);
- to have your data rectified if it is inaccurate or incomplete;
- in certain circumstances, to have your data deleted or removed;
- in certain circumstances, to restrict the processing of your data;
- a right of data portability, namely to obtain and reuse your data for your own purposes across different services;
- to object to direct marketing;
- not to be subject to automated decision making (including profiling), where it produces a legal effect or a similarly significant effect on you;
- to claim compensation for damages caused by a breach of the data protection legislation;
- if we are processing your personal information with your consent, you have the right to withdraw your consent at any time.

We will, for the purposes of providing you with a contract of insurance, processing claims, reinsurance and targeted marketing, process your personal information by means of automated decision making and profiling where we have a legitimate interest or you have consented to this.

What happens if I fail to provide my personal information to you?

If you do not provide the required personal information to provide you with the services you have requested we will not be able to provide you with a contract or assess future claims.

How do you use my claims history?

When you tell us about an incident or claim we may pass information relating to it to the relevant database. We and other insurers may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim. This helps to check information provided and prevent fraudulent claims.

Fraud prevention and detection

In order to prevent and detect fraud we may at any time:

- check your personal data against counter fraud systems;
- use your information to search against various publicly available and third party resources; use industry fraud tools including undertaking credit searches and to review your claims history;
- share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry wide fraud database.

Financial Services Compensation Scheme (FSCS)

Marine types of insurance are not covered by the FSCS.

Definitions

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

Agreed Value

The **Sum Insured** shown in **Your Schedule** which represents the value of **Your boat** as declared by **You** and agreed by both **You** and **Your Insurers**.

Ashore

Out of the water and on land above the highest astronomical tide mark.

Bishop Skinner Marine is a trading name of Jelf Insurance Brokers Ltd
Registered office: 1 Tower Place West, London, EC3R 5BU.
Authorised and regulated by the Financial Conduct Authority.

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 travel:
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**.

Engine cut out device

A device specifically designed, sold and marketed to stop the engine(s) automatically, if detached or released by the helmsman or another such other device approved by **Your Insurers**.

Europe

For the purpose of this **Policy** **Your Insurers** define **Europe** as:

Albania, Andorra, Austria, Belgium, Bosnia Herzegovina, Bulgaria, Crete, 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 but including Madeira), Romania, San Marino, Serbia, Slovakia, Slovenia, Spain

(including coastal waters of Canaries and the Balearics) Sweden, Switzerland, Turkey, Vatican City and **United Kingdom**

Excess

The first amount of each claim **You** have to pay.

Fault (Faulty)

A failure in or of the design, manufacture or installation of a component part of **Your boat**.

Fire extinguisher (Fire extinguishing systems)

A pressurised device or devices specifically designed, sold and marketed to emit a suitable fire extinguishing medium.

First Aid

Action taken by a competent mechanic to flush out, and wash off **Machinery** with water, oil or any other recognised material or treatment to prevent further damage occurring to the **Machinery** following being immersed or partially immersed in water.

Gradual Deterioration

The continuous degradation of **Your boat** caused by, wear and tear, rust, rot, oxidation, corrosion, electrolytic or galvanic action, wasting or weathering.

Great Britain

England, Scotland and Wales.

Hitchlock

A device specifically designed, sold and marketed 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

A boat that is permanently located or moored at a single location and used as a permanent/ main place of residence and is connected to onshore mains gas or mains electricity.

Identifiable Mark

Name of boat, current postcode or owner's name.

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 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**.

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.

Machinery

Including, but not limited to, main and auxiliary engines, outboard engines, generators, air conditioning installations, electrical equipment, cables and fittings, hydraulic equipment, piping and fittings, boilers, propellers, shafts, gearboxes, exhausts and starter motors.

Market Value

The most likely sale value between willing buyer and willing seller immediately prior to the claimed loss

or damage taking into account the condition and location of **Your Boat**.

Outboard Motor Lock

A device specifically designed, sold and marketed as a secure method to prevent theft of **Your** outboard motor, or another security method approved by **Your Insurers**.

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 other items that are worn or carried about **Your** person, 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).

Personal watercraft

A jet ski or similar type of craft.

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.

Seaworthiness

Where **Your boat**, is fit to encounter the ordinary perils of the seas, rivers, lakes and any other navigable waterways and is suitably moored, crewed, equipped, fuelled and provisioned with all equipment in proper working order.

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 or other items of equipment that **You** own and want to specify in **Your Schedule**, that **You** use on **Your boat**.

Speedboat

Any motor powered boat that has a manufacturers stated maximum speed of more than 17 knots.

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.

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 as shown in **Your Schedule**.

Wheel clamp

A device that is specifically designed, sold and marketed to prevent a wheel being turned or 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, rig, fittings, **Machinery**, gear and fitted equipment that would normally be sold with the boat.

Important Notes

Your Insurers 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.

Conditions and Exclusions: There are conditions and exclusions which apply to individual sections of **Your Policy**. General exclusions and general conditions apply to the whole of **Your Policy** and can be found in sections 4 and 5 of this **Policy** booklet.

Policy Excesses: Under Section 1 of **Your Policy**– Loss or Damage, **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** and the amount **You** have agreed to pay is detailed in **Your Schedule**.

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.

Policy Schedule: **Your Schedule** also contains important information about **Your** cover and **You** should read it with **Your Policy** booklet.

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**.

Policy Cover: Subject to the conditions and exclusions detailed in this **Policy** **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.

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.

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.

Complaints: **Your Policy** includes a complaints procedure that tells **You** what steps **You** can take if **You** wish to make a complaint.

Cancellation: **You** can cancel **Your Policy** at any time. If **You** cancel within the 14 day “cooling off period” **We** will give **You** a full refund of **Your Premium** provided **You** have not made and are not intending to make a claim and no incident likely to give rise to a claim has occurred. Please see section 5.3 for more information.

Further Information: If **You** would like more information, **You** should talk to **Your** insurance adviser, particularly if **You** feel the insurance may not meet **Your** needs.

Reporting a claim: If **You** have an accident or loss **You** might want to claim for under **Your Policy** **You** should in the first instance contact **Your** Intermediary, however if this is not possible **You** should contact **Bishop Skinner Marine** on 01245 291167 or by emailing boat.claims@bishopskinner.com

Your Insurers

This insurance is underwritten by Navigators & General.

Navigators and General is a trading name of Zurich Insurance plc. A public limited company incorporated in Ireland Registration No. 13460 Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland UK Branch registered in England and Wales Registration No. BR7985. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ. Authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our regulation by the Financial Conduct Authority are available from us on request. Our Firm Reference Number is 203093. Correspondence Address: N&G - Brighton, PO Box 3707, Swindon, SN4 4AX Website: www.navandgen.co.uk Email: enquiries@navandgen.co.uk Tel: 01273863400 Fax: 01273863401

Section 1: Loss or Damage

Subject to the exclusions noted below:

1.1 You can claim for:

- 1.1.1 Loss of or damage to **Your Insured property** shown in **Your Schedule** directly caused by an accident, including fire, theft, malicious damage and vandalism;
- 1.1.2 gear, equipment or **Machinery** stolen from **Your boat** or from a locked storage place on shore. **Your Insurers** will only provide cover if there are visible signs of forcible or violent entry or exit from **Your boat** or locked storage place, or if they remove it by force;
- 1.1.3 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 9 metres long;
- 1.1.4 loss or damage occurring during hauling out, launching and lifting by crane and including fitting out and overhauling;
- 1.1.5 loss or damage to the rudder, propeller, shaft, **Machinery**, electrical equipment and their connections, caused by **Your boat** hitting an object that is underwater or partly underwater;
- 1.1.6 accidental damage caused by **Faults**.

1.2 You can also claim for:

- 1.2.1 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**.
- 1.2.2 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.
- 1.2.3 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.

1.3 Exclusions - Your Insurers will not pay for:

- 1.3.1 loss of value because of age and use;
- 1.3.2 loss of value of **Your boat** after it has been repaired;
- 1.3.3 the cost of repairing or replacing any part that is lost or damaged because it was **Faulty**;
- 1.3.4 the cost of putting right any defects or defective work caused by somebody else's mistake or if they do not finish any repair work or alterations;
- 1.3.5 any damage that is not repaired, in addition to a **Total Loss** in any **Period of Insurance**;
- 1.3.6 loss of or damage to or failure of **Machinery** or electronic equipment caused solely by the breakdown, failure or derangement of a component part;
- 1.3.7 loss of or damage caused by:
 - 1.3.7.1 **Gradual deterioration**, unless the **Gradual deterioration** could not have been identified by routine inspection and / or prevented by servicing, maintenance or recommended replacement in accordance with engineers, surveyors or manufacturers advice;
 - 1.3.7.2 osmosis;
 - 1.3.7.3 insects, marine borers, barnacles, marine growth, fungi or molluscs;
 - 1.3.7.4 scratching, denting or bruising while **Your boat** is being transported;
- 1.3.8 loss of or damage to:
 - 1.3.8.1 tenders or dinghies that do not have an **Identifiable Mark** permanently shown on them;
 - 1.3.8.2 masts, spars and fittings, sails and standing or running rigging while **You** are racing **Your boat** unless **Endorsement F, K or M** is shown in **Your Schedule**;
 - 1.3.8.3 or failure of **Machinery** if **Your boat** is:
 - a) over three years of age from the date of completion of build; or

b) has an actual or maximum design speed, under engine power in Excess of 17 knots.

unless caused by :

- i) accidental incursion of water into the hull, but not the engine alone; or
 - ii) **Your boat** being stranded, sunk, burnt, on fire, impact between **Your boat** and any external substance including ice (but not water); or
 - iii) the seawater intake being accidentally obstructed by an external substance including ice (but not water); or
 - iv) theft or malicious persons; or
 - v) fire or accidental damage whilst removed from **Your boat** and in a place of storage; or
 - vi) accidents occurring whilst the **Machinery** is being removed from or placed in **Your boat** or from or into a place of storage; or
 - vii) freezing, provided that the **Machinery** has been maintained in accordance with the manufacturers' recommendations by a competent mechanic and the **Machinery** has been protected by the appropriate anti-freeze mixed and inserted in accordance with manufacturers specification;
- 1.3.8.4 **Personal Belongings**, unless they are shown in **Your Schedule** and **Endorsement E** applies;
- 1.3.8.5 stores, moorings, fishing gear, diving equipment, wet suits, dry suits, tow ropes, water skis, wakeboards, kneeboards or similar equipment;
- 1.3.8.6 any personal expenses **You** pay because of loss of or damage to **Your boat**;
- 1.3.8.7 **Special equipment**, unless it is shown in **Your Schedule**;
- 1.3.8.8 **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
- 1.3.8.9 **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
- 1.3.8.10 **Your speedboat** on a trailer if it is stolen, unless the trailer is secured by a **Wheel clamp**:
- a) When it is unhitched from a towing vehicle;
 - b) at all times between sunset and sunrise; and
 - c) at any other time when it is parked attached to a towing vehicle and left unattended or out of direct line of sight.
- 1.3.8.11 sails split by the wind or blown away while hoisted or unfurled, unless the spars that they are attached to are damaged at the same time.

1.4 **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 **Your Insurers** may at their 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:

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

1.5 **The amount Your Insurers will pay under Section 1**

- 1.5.1 For a **Total Loss**– if **Your boat** is a **Total Loss**, the most **Your Insurers** will pay is the **Market value** of **Your boat** up to the **Sum Insured** shown in **Your Schedule** unless **Endorsement P** is shown in **Your Schedule**;
- 1.5.2 For a partial loss – if **Your Insured property** is lost or damaged, **Your Insurers** will choose to either:
 - 1.5.2.1 pay for the reasonable cost of repairs;
 - 1.5.2.2 pay for a replacement part and the reasonable costs connected with the replacement; or
 - 1.5.2.3 make a cash payment based on the cost of an equivalent replacement.
- 1.5.3 For salvage charges – expenses reasonably and necessarily incurred.

- 1.5.4 For sighting costs – the reasonable costs incurred provided **Your Insurers** have agreed in writing first.
- 1.5.5 **Your Insurers** will not reduce **Your** claim if **Your Insurers** replace old materials with new, except for:
- a) sails;
 - b) protective covers;
 - c) running rigging or standing rigging;
 - d) batteries;
 - e) **Personal Belongings**; and
 - f) mast and spars.

If **Your Insurers** replace these items with new ones, **Your Insurers** may reduce **Your** claim, because of the age and condition of the item. The maximum reduction **Your Insurers** will deduct from item f) is 30% of the replacement costs.

- 1.5.6 **Your Insurers** may deduct up to 50% of the cost of:
- 1.5.6.1 repainting, altering or, replacing parts of **Your boat** that are undamaged in order to match parts that are damaged;
- 1.5.6.2 replacing any item rendered obsolete or is no longer legally compliant by loss and/or damage to any other item
- 1.5.7 In the event of loss or damage to outboard motors **Your Insurers** will pay the current market replacement price less 10% per annum up to a maximum of 50%.
- 1.5.8 **Your Insurers** will not pay for more than the Sum Insured shown in **Your Schedule**, unless the costs are for salvage charges or sighting costs.

Section 2: Liabilities to Third Parties and Passengers

- 2.1 Subject to the exclusions noted below **You** can claim all sums that **You** legally have to pay as a result of owning **Your boat**, for:
- 2.1.1 the death of or injury to any other person or any other person Insured by this **Policy**, including anyone getting on or off or travelling on **Your boat**;
 - 2.1.2 damage to any other property, including other boats, piers, docks, wharves, jetties or pontoons;
 - 2.1.3 raising or attempted raising, removing or destroying the wreck of **Your boat** or if **You** fail to remove or destroy it; or
 - 2.1.4 pollution caused by **Your boat** as a result of loss or damage that **Your Insurers** Insure.
- 2.2 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:
- 2.2.1 shipyard operators or their employees;
 - 2.2.2 repair yard operators or their employees;
 - 2.2.3 slipway operators or their employees;
 - 2.2.4 yacht club operators or their employees;
 - 2.2.5 marina operators or their employees;
 - 2.2.6 delivery skippers or their employees or crew (unless specifically agreed by Us);
 - 2.2.7 sales agencies or their employees; or
 - 2.2.8 any other similar organisations.
- 2.3 The amount **Your Insurers** will pay under Section 2
- 2.3.1 The most **Your Insurers** will pay under this section is the amount shown in **Your Schedule** under the **Third party** and passenger cover limit. This applies to each accident or series of accidents that are caused by the same event.
 - 2.3.2 As long as **Your Insurers** have agreed in writing, **Your Insurers** will also pay for:
 - 2.3.2.1 all **Your** legal costs in settling or defending a claim; and
 - 2.3.2.2 solicitor's fees and all expenses relating to official enquiries or coroner's inquests.
- 2.4 **Exclusions - Your Insurers will not pay claims for:**
- 2.4.1 death, injury or illness of anyone **You** employ in connection with the operation of **Your boat**;
 - 2.4.2 death, injury or illness of an employee of anyone using **Your boat**;
 - 2.4.3 fare-paying passengers (unless specifically agreed by **Us**);
 - 2.4.4 water skiers or anything similar operating with **Your boat**, until they are safely back on board **Your boat** (unless **Your Insurers** have specifically agreed and **Endorsement H** is shown in **Your Schedule**);
 - 2.4.5 parascenders or participants in any other activity which takes place in the air, operating with **Your boat**, until they are safely back on board **Your boat**;
 - 2.4.6 liability of divers whilst not on board **Your boat**;
 - 2.4.7 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;
 - 2.4.8 accidents while **Your boat** is in transit by rail, air, ferry or sea;
 - 2.4.9 liability of any sort which comes under the Employers Liability Acts or any other law relating to workmen; and
 - 2.4.10 any punitive or exemplary damages.

Section 3: Personal Accident

3.1 This section of **Your Policy** insures **You** and **Your** passengers for accidental death or accidental injury while **You** or they are on **Your boat**, or getting on or off it.

Subject to the exclusions **Your Insurers** will pay the following benefits:

3.1.1	Death	£15,000;
3.1.2	Loss of Limbs (one or more)	£15,000;
3.1.3	Total Loss of sight in one or both eyes	£15,000;
3.1.4	Permanent total disablement	£15,000;

3.2 Medical expenses

3.2.1 Subject to the exclusions **Your Insurers** will pay up to £500 for any one incident for any doctors' or surgeons' fees for emergency treatment if **You** or **Your** passengers are injured because:

- 3.2.1.1 **Your boat** hits another boat;
- 3.2.1.2 **Your boat** hits another object; or
- 3.2.1.3 **Your boat** sinks.

3.3 Exclusions - **Your Insurers** will not pay:

- 3.3.1 if death or disablement happens more than 12 months from the date **You** or **Your** passengers have been injured;
- 3.3.2 for anybody over 76 at the time of the accident;
- 3.3.3 **You** or **Your** passengers compensation under more than one of the categories shown above for the same accident;
- 3.3.4 more than £60,000 in any one **Period of Insurance**;
- 3.3.5 **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**;
- 3.3.6 for death or disablement resulting from:
 - 3.3.6.1 incidents occurring while **Your boat** is used for any purpose other than private and pleasure;
 - 3.3.6.2 suicide or attempted suicide or willful exposure to danger (except in an attempt to save human life); or
 - 3.3.6.3 the influence of intoxicating liquor or drugs (other than drugs taken under medical supervision and not for the treatment of drug addiction);
- 3.3.7 more than £10,000 for "death" if **You** and/or any passenger is under 16 years of age at the time of accident

Section 4: General Exclusions

The following exclusions apply to the whole of **Your Policy**.

4.1 Terrorism

You are not insured for any loss, damage, liability, cost or expenses of whatsoever nature directly or indirectly caused or caused by or happening through or in connection with any act of terrorism.

For the purpose of this exclusion 'terrorism' means the use of biological, chemical and/or nuclear, chemical and/or nuclear force or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or governments(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public in fear. However losses caused by or resulting from riot, riot attending a strike, civil commotion and malicious damage are not excluded hereunder.

4.2 Radioactive contamination

You are not insured for any loss or damage to any property or damage or additional expense following on from the event for which **You** are claiming and any legal liability directly or indirectly caused by or contributed to by or arising from:

- 4.2.1 ionising radiations or contamination by radioactivity from any irradiated fuel or from any nuclear waste from the combustion of nuclear fuel
- 4.2.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component

4.3 Sonic bangs

You are not insured for loss or damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

4.4 War risks

You are not insured for any loss, damage or liability caused by or happening through war, invasion, acts of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

4.5 Riots and civil commotion

You are not insured for any loss, damage or liability caused by or happening through riot or civil commotion outside the **United Kingdom**, the Isle of Man or the Channel Islands.

4.6 Use of Your boat

Unless **Your Insurers** agree by **Endorsement** and/ or it is specified in **Your Schedule**, **You** are not insured for any claims if **You** use **Your boat**:

- 4.6.1 for hire or charter;
- 4.6.2 for anything except **Your** own private pleasure;
- 4.6.3 as a **Houseboat**; or
- 4.6.4 outside the **Cruising limits** shown in **Your Schedule**.

4.7 Other losses

You are not insured for:

- 4.7.1 any losses that are not directly associated with the incident that caused **You** to claim, unless expressly stated in **Your Policy**.

4.8 Date recognition

You are not insured for:

- 4.8.1 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**.

4.9 Cyber Attack

- 4.9.1 Subject only to clause 4.9.2 below, in no case shall this insurance cover loss, damage, liability

or expense directly or indirectly caused by or contributed to, by, or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

- 4.9.2 Where this **Policy** covers risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or Terrorism or any person acting from a political motive, clause 4.9.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and / or guidance system and / or firing mechanism of any weapon or missile.

4.10 Sanction Limitation and Exclusion

We shall not be deemed to provide any cover and shall not be liable to pay any claim or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

Section 5: General Conditions

You must comply with the following conditions to have the full protection of **Your Policy**. If **You** do not comply with them **Your Insurers** may cancel the **Policy** or refuse to handle **Your** claim or reduce the amount of any claim payment.

5.1 Your duty of care

You must take reasonable care to provide complete and accurate answers to the questions **Your Insurers** or **Bishop Skinner Marine** ask when **You** take out, make changes to or renew **Your Policy**. **Your Policy** may not be valid or may not cover **You** fully if the information provided by **You** is not complete and accurate or if **You** do not tell **Your Insurers** or **Bishop Skinner Marine** about any changes.

5.1.1 **You** must let **Your** insurance adviser know if there are any changes to the information set out in **Your Schedule**. **You** must also tell **Your** insurance adviser within seven days of the change taking place about the following:

- 5.1.1.1 any additional people to be insured or any insured person to be taken off the **Policy**;
- 5.1.1.2 any criminal convictions for any of the people insured or to be insured;
- 5.1.1.3 any change in **Your Boat** mooring or storage location;
- 5.1.1.4 any change to **Your Boat** original specification;
- 5.1.1.5 any modifications to **Your Boat**
- 5.1.1.6 any change affecting ownership of **Your Boat**
- 5.1.1.7 any change in the way that **Your Boat** is used for example from private and pleasure use to charter use;
- 5.1.1.8 any change, that you are advised of, in the **Market Value** of **Your Boat**

(This is not an exhaustive list so if **You** are in any doubt please contact **Bishop Skinner Marine**.)

When **Your Insurers** or **Bishop Skinner Marine** are notified of a change they will tell **You** how this affects **Your Policy** for example whether they are able to accept the change and if so whether the change will result in revised terms and / or **Premium** being applied to **Your Policy**. If **Your Insurers** or **Bishop Skinner Marine** are unable to accept the change they will follow the cancellation procedure set out in **Your Policy**.

You should keep a written record including copies of letters of any information **You** give to **Your Insurers** or **Bishop Skinner Marine**.

If You do not take reasonable care at inception and during the Period of Insurance to provide accurate information Your Insurers or Bishop Skinner Marine may:

- a) cancel **Your Policy** and refuse to pay any claim; or
- b) pay only part of **Your** claim; or
- c) charge **You** a revised **Premium**; or
- d) change the **Policy Excess**; or
- e) change the extent of the cover provided by **Your Policy**.

5.1.2 **Your Insurers** or **Bishop Skinner Marine** will only provide the insurance described in **Your Policy** if anyone claiming under **Your Policy** has met all the relevant conditions. These are:

- 5.1.2.1 **You** must take all necessary steps to maintain and keep **Your Boat** and all its gear and equipment **Seaworthy** and in a proper state of repair;
- 5.1.2.2 **You** must take all necessary steps to protect **Your Insured Property** from theft, loss or damage;
- 5.1.2.3 following the immersion or partial immersion of **Your Boat's Machinery** immediate action must be taken to flush out and wash off the **Machinery** with an appropriate material or treatment to prevent further damage occurring;
- 5.1.2.4 in the event of an incident likely to give rise to a claim under **Your Policy** **You** must take all necessary actions to minimise and prevent further theft, loss or damage;
- 5.1.2.5 **You** must ensure that **Your Boat** is compliant with applicable Maritime and Coastguard Agency regulations and any other local regulation and licencing conditions when on charter;

- 5.1.2.6 **You** must ensure that the number of passengers on board **Your Boat** is restricted to the Maritime and Coastguard Agency coding and other local regulation and licencing conditions but never exceeding 12;
- 5.1.2.7 **You** must ensure that the skipper of **Your Boat** is suitably qualified in accordance with all applicable regulations;
- 5.1.2.8 when **You** are towing **Your Boat** **You** must ensure that **You** comply with all applicable laws and regulations.

5.2 Fraudulent claims

You must not act in a fraudulent manner.

If **You** or anyone acting for **You**:

- 5.2.1 make a claim under the **Policy** knowing the claim to be false or fraudulently exaggerated in any respect; or
- 5.2.2 make a statement in support of a claim knowing the statement to be false in any respect; or
- 5.2.3 submit a document in support of a claim knowing the document to be forged or false in any respect; or
- 5.2.4 make a claim in any respect of any theft, loss or damage caused by **Your** wilful act or with **Your** connivance;

Then:

- 5.2.5 **We** shall not pay the claim;
- 5.2.6 **We** may declare the **Policy** void and retain the **Premium**;
- 5.2.7 **We** may inform the police

5.3 Cancellation

- 5.3.1 Statutory cancellation rights / Cooling off period.

You may cancel this **Policy** within 14 days from the date **You** bought it or the date **You** received **Your Policy** documents (whichever is the later) by contacting **Your** insurance adviser during this period. **We** 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 no incident likely to give rise to a claim has occurred.

Cancellation outside the statutory period.

- 5.3.2 **You** may cancel this **Policy** at any time by providing prior notice to **Your** insurance adviser. Providing **You** have not incurred eligible claims during the period **You** have been on cover **We** will retain an amount of the **Premium** in proportion to the time **You** have been on cover and return the balance to **You** calculated on a daily pro rata basis.
This will be less a £10 cancellation fee or as advised to **You** at the outset of the **Policy**.
Please contact **Your** insurance adviser for further information.
- 5.3.3 **We** reserve the right to cancel **Your Policy** where there is a valid reason for doing so by providing 14 days' notice by registered post to **Your** last known address. The reason for cancellation will be set out in **Our** letter to **You**. Valid reasons may include but are not limited to:
 - 5.3.3.1 where **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. **We** will not recognise any interest or transfer of interest or assignment of this **Policy**;
 - 5.3.3.2 where **We** or **Your** insurance adviser have been unable to collect a **Premium** payment. In this case **We** or they will contact **You** in writing requesting payment by a specific date. If **We** or they do not receive the payment by this date a cancellation letter will be issued. **Your Policy** will be cancelled if payment is not received by the end of the cancellation notice period;
 - 5.3.3.3 non-receipt of requested documentation / information such as claim documentation / information. In this case **We** or **Your** insurance adviser will ask **You** to provide the documentation by a specified date. If **We** or they do not receive the information by this date **We** or they will issue a cancellation letter. **Your Policy** will be cancelled if the requested documentation is not received by the end of the cancellation notice period;
 - 5.3.3.4 where there is a failure by **You** to take care of **Your Insured Property** and keep it in a **Seaworthy** condition as per the General Conditions of **Your Policy**;
 - 5.3.3.5 where **You** have deliberately or recklessly misrepresented any information **You** have supplied

- or withheld any information which **We** or **Your** insurance adviser have asked for;
- 5.3.3.6 where **We** reasonably suspect or have evidence of criminal or fraudulent activity;
- 5.3.3.7 **Your** use of threatening or abusive behaviour or language or the intimidation or bullying of **Our** or **Your** insurance adviser's staff or service providers.
- 5.3.4 Providing **You** have not incurred eligible claims during the period **You** have been on cover **We** will retain an amount of the **Premium** in proportion to the time **You** have been on cover and return the balance to **You**. This refund is calculated on a daily pro rata basis.

5.4 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.

5.5 Choice of Law

The parties are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance shall be governed by the laws of England and subject to the exclusive jurisdiction of the courts of England and Wales.

5.6 Engine cut out device

You must maintain in an efficient working order any **Engine cut out device** fitted to **Your boat** and use it correctly at all times whilst **Your boat** is underway.

Section 6: General Terms

The following terms apply to the whole of **Your Policy**.

6.1 No claims bonus.

Your Insurers will reduce the **Premium You** pay to renew **Your Policy** by the amount shown below but only if:

- 6.1.1 the gross **Premium** after deduction of any no claims bonus is not less than the minimum **Premium** charged by **Us** (contact **Bishop Skinner Marine** for full details of this); and
- 6.1.2 **Your Policy** has been in force for 12 consecutive months; and
- 6.1.3 **You** renew **Your Policy**; and
- 6.1.4 **Your Policy** is not on a **Laid up** basis; and
- 6.1.5 no claim has been made under **Your Policy**; and
- 6.1.6 **Endorsement N** does not appear in **Your Schedule**

Number of claim free years	Percentage Your Premium will be reduced by
One year	5
Two years	10
Three years	15
Four years	20
Five years	25

6.2 Protected No claims bonus

If **You** have earned five years or more no claims bonus **Your insurers** will not reduce Your no claim bonus unless **You** have two or more claims in any **Period of Insurance**.

6.3 Reduction of No claims bonus.

If **You** have a claim under **Your Policy** and:

- 6.3.1 **Your** no claims bonus is not protected **Your** no claims bonus will be reduced by a maximum of two years for each claim during the **Period of Insurance**; or
- 6.3.2 **Your** no claims bonus is protected and **You** have two or more claims in any three year period **Your** no claims bonus will be reduced by two years following the second claim and by a further two years for each subsequent claim.

6.4 In Commission Period Extension

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.

6.5 Our Service Commitment To You

If **You** have any questions or concerns about **Your Policy** or **Your** claim **You** should contact **Bishop Skinner Marine**.

Please have **Your Policy** number or claim reference number to hand when telephoning and please ensure that **You** quote it on all correspondence.

Section 7: Claims Conditions

If **You** have an accident or loss **You** might want to claim for under **Your Policy**, **You** must contact **Bishop Skinner Marine** for instructions.

Bishop Skinner Marine,
Jelf Insurance Brokers Ltd
Grove House,
Newland Street,
Witham,
Essex, CM8 2UP

Tel: 01245 291167

Fax: 01245 291291

boat.claims@bishopskinner.com

What You should or should not do:

7.1. If **You** are asked for **Your** insurance details in respect of injury to another person **You** must advise that **You** are insured with Navigators & General.

7.2 **Your** claim will not be paid if **You** do not:

7.2.1 advise **Bishop Skinner Marine** immediately **You** are aware of any event occurrence prosecution inquest or inquiry that may give rise to a claim under **Your Policy**;

7.2.2 send all claims letters summonses or legal documents to **Bishop Skinner Marine** within 48 hours of receipt. **You** must not reply to any of these documents;

7.2.3 tell **Bishop Skinner Marine** about any claim or potential claim arising from riot or civil commotion within the **United Kingdom** within 48 hours of occurrence;

7.2.4 tell the police about any theft, attempted theft, vandalism, malicious damage or loss of **Your Insured Property**.

In addition:

7.3 **You** must not admit responsibility for any incident or pay or negotiate any claim unless **Your Insurers** have given **You** written permission;

7.4 **You** must allow **Your Insurers** to take over the defence or settlement of any claim if **Your Insurers** so instruct **You**;

7.5 **Your Insurers** may wish to take legal action to recover any payment that they have made under **Your Policy**. **You** must give them permission to take this action in **Your** name and **You** must help **Your Insurers** to do this if **Your Insurers** request;

7.6 **Your Insurers** can get or they may ask **You** to supply estimates for repairs and **Your Insurers** can decide where repairs can be done.

Section 8: 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:

- i) when it has nobody on board; and
- ii) 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**:

- i) when it has nobody on board; and
- ii) 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, business address or Chandler 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 Sum Insured**.

The most **Your Insurers** will pay for any single item is £250 unless noted in **Your Schedule** with a **Sum Insured** against that item.

Your Insurers will not pay claims for or caused by:

- i) brittle articles that are broken, unless they are broken by thieves, burglars, fire, stranding, sinking or collision;
- ii) moths, vermin, damp, mould, mildew, mechanical or electrical breakdown or failure, electronic or computer breakdown or failure;
- iii) loss of value because of age or use;
- iv) theft of, loss of or damage to cash, cash cards, credit cards, cheque cards, currency or bank notes, stamps, travel tickets, travellers cheques, bonds or securities; and
- v) theft of or loss of or damage to furs, jewellery and watches;
- vi) theft of or loss of or damage to wet suits, dry suits, buoyancy aids, tow ropes, water-skis, wakeboards, kneeboards or sports equipment of any kind whilst being used;
- vii) the first £100 of any claim or **Policy Excess** shown in **Your Schedule** whichever the lower is.

Endorsement F – Racing cover (sailing boats only)

Your Insurers insure loss of 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:

- i) Loss, damage, liability or any salvage services while **Your boat** is racing or taking part in speed tests or trials;
- ii) loss or damage to turbojet **Speedboats** or **Personal Watercraft** unless they are taken out of the water in the normal way and not run **Ashore** under their own power;
- iii) loss or damage by fire or explosion, if **Your boat** is fitted with inboard **Machinery**, unless **Your boat** is fitted with;
 - a) 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
 - b) 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. The cover provided excludes any liability, costs or expenses arising from more than two people being towed at any one time and / or the use of air chairs, air beds, any hydrofoil type devices, bananas or similar multi person devices.

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 or **Ashore** at the same location, **You Insurers** will not:

- i) take **Your Policy Excess** off any claim under Section 1 – Loss or Damage of **Your Policy**; or
- ii) 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 of 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

1. Your Insurers will not pay for:

- 1.1 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.
- 1.2 the first 10% or £500, whichever is the greater, for any claim for theft or attempted theft. (**Endorsement A** does not apply to claims for theft).
- 1.3 loss or damage caused by launching or beaching the **Personal watercraft** under power.
- 1.4 loss or damage caused by the ingestion of foreign objects into the jet unit of the **Personal watercraft**.
- 1.5 loss of or damage to the **Personal watercraft**, or for any liability, arising as a result of any **Engine cut out device** being inoperative.
- 2. Your Insurers** will not pay for any claims arising from **Your Personal watercraft** whilst;
 - 2.1 being used in any area from which they are specifically excluded by any local authority.
 - 2.2 towing any inflatable toy that carries more than two people.

- 2.3 towing "Air Chairs" or any hydrofoil type devices.
- 2.4 being driven by drivers under 21 unless specifically agreed by **Us**.
- 2.5 engaged in any stunt, racing or white water use.

Endorsement M – Racing Cover (sailing boats only)

Your Insurers will insure loss of 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 of these items as specified in the **Schedule**. A deduction of one third will apply to these claims prior to the application of the **Policy Excess**.

Where a deduction is made from the claim according to the provisions of this **Endorsement** and where a deduction would also be applicable according to the provisions of **Endorsement A - Excess**, **Your Insurers** will waive the lower of these deductions.

Endorsement N – No Claim Bonus Deleted

The no claims bonus allowance contained within **Your Policy** is deleted and does not apply.

Endorsement P – Agreed Value

Section 1 – Loss or Damage clause 1.5.1 is deleted and replaced by the following:

- 1.5.1 For a **Total Loss** – if **Your boat** is a **Total Loss**, **Your Insurers** will pay the **Agreed Value** of **Your boat** shown in **Your Schedule** or **Your Insurers** will provide **You** with a replacement boat as similar in age, type and condition as possible to **Your** existing **boat**.

Complaints Procedure

Customer Service and Complaints.

Bishop Skinner Marine and Your Insurers aim is to provide **You** with a high quality service at all times, although they do appreciate that there may be instances where **You** feel it is necessary to lodge a complaint.

If **You** do wish to complain, please note the two steps below, along with the relevant contact details for each step.

Step 1: In the first instance please direct your complaint to:

Bishop Skinner Marine
Grove House
Newland Street
Witham
Essex
CM8 2UP

Tel: 01245 291167

Fax: 01245 291291

Email: insurance@bishopskinner.com

Step 2: Should You remain dissatisfied with the outcome of Your complaint from Bishop Skinner Marine, You may have the right to refer Your complaint to the Financial Ombudsman Service. Contact information is in Table 3 below.

Financial Ombudsman Service Exchange Tower London E14 9SR	Telephone: 0800 0234 567 (normally free from a fixed line, but charges may apply from mobiles.) Telephone: 0300 1239 123 (normally charged at the same rate as 01/02 on mobile phone Tarriffs.) Email: complaint.info@financial-ombudsman.org.uk
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Please note that if you wish to refer your complaint this must be done within 6 months of our Final Response letter, or you may lose that right. Details of this right and an explanatory leaflet will be provided

If you have taken a product out online with us and are unhappy with the product or service you received, you can also register your complaint with the European Commission's Online Dispute Resolution website: <http://ec.europa.eu/odr>

This does not affect Your right to submit Your complaint following the process above. Please note that under current rules the European Commission will ultimately redirect your complaint to the Financial Ombudsman Service detailed above.

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