

STATEMENT OF DEMANDS AND NEEDS

This product meets the demands and needs of those who wish to protect their craft.

SIGNIFICANT FEATURES AND BENEFITS

SIGNIFICANT OR UNUSUAL EXCLUSIONS AND LIMITATIONS

SECTION 1 - CRAFT

If whilst:

- a. In commission and afloat within the cruising limits;
 - b. laid up;
 - c. moored in a recognised marina;
 - d. in transit
- your craft is accidentally damaged or is damaged or destroyed by any of the following:
- fire
 - explosion including smoke/water damage
 - violent theft
 - perils of the seas/lakes/rivers/navigable waters (excluding ordinary action of wind, waves and inevitable damage)
 - collision
 - grounding
 - sinking
 - capsizing
 - damage caused to limit or prevent pollution
 - earthquake
 - volcanic eruption
 - tsunami
 - lightning
 - loss as a result of latent defects (excluding the cost of repairing defect causing loss or damage)

Loss occurring outside the cruising limits unless you are forced to, in order to avoid danger, by unforeseen bad weather conditions or by order of a legal authority.

Theft or attempted theft not occasioned by violent and forcible entry to the craft, its place of storage or unless such force is used to steal equipment from the exterior of the craft.

Loss of or damage to engines, gearboxes, electrical equipment and machinery as a result of fault or failure, gradual water seepage, frost unless manufacturers' recommendations have been followed to ensure protection, latent defect or negligence.

Loss or damage to the craft occurring whilst towing or being towed by another vessel except in the event of distress.

Loss or damage to any canal/narrow boat which is seaward of the Thames Barrier.

Any loss in connection with craft having inboard engines designed to be capable of speeds in excess of 45 knots unless an automatic fire extinguisher is fitted.

The excess as shown in your policy schedule.

SECTION 2 - PUBLIC LIABILITY

Your legal liability for death or bodily injury, loss or damage to property as a result of your interest in the craft.

Death or bodily injury to you and loss or damage to any property owned, held in trust, in the charge of or under the control of you, any person using, navigating or in charge of the craft with your permission, any person crewing for you, any member of your immediate family, your agent or licensee, any person in the course of their employment or under a contract of service or apprenticeship with you, guest, employer or any person with whom you have a contractual relationship.

Liability arising whilst the craft is being used for or in connection with underwater activities or activities requiring persons to be under tow of the craft or preparing or intending to be so.

Liability to or incurred by any person engaged in underwater activities or activities requiring persons to be under tow of the craft or preparing or intending to be so.

Liability which one co-owner or joint owner or any other person with a beneficial interest incurs to the other.

The excess as shown in your policy schedule.

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SECTION 3 - HIRE OF REPLACEMENT CRAFT

Replacement craft whilst yours is being repaired or replaced.

Loss occurring without proof and confirmation of holiday booking.

The excess as shown in your policy schedule.

SECTION 4 - PERSONAL BELONGINGS

Loss of or damage to personal belongings owned by you or a member of your immediate family.

Fishing equipment, diving/sporting equipment unless specified in the schedule and then only when not in use.

Theft of any belongings not kept in a locked building while ashore, locked vehicle and out of sight while in transit or in a locked cabin/storage lockers while afloat.

The excess as shown in your policy schedule.

SECTION 5 - PERSONAL ACCIDENT

You or member of your immediate family sustain an accidental bodily injury whilst using, embarking, disembarking or manoeuvring the craft.

Death not occurring within 90 days and as a direct result of the incident causing the injury.

Death or injury as a result of the insured engaging in a military service, racing of any kind, competitions or any hazardous pursuits.

Death or injury as a result of snorkelling, diving, any other underwater sport or kite-boarding.

Death or injury as a result of any person being towed by the craft.

Death or injury as a result of drowning unless lifejackets were properly in use at the time.

The excess as shown in your policy schedule.

SECTION 6 - SALVAGE CHARGES/GENERAL AVERAGE

The reasonable cost incurred in minimising or averting loss or in saving the craft from a loss which is covered under Section 1.

Any salvage award agreed by you without our express permission.

Any claim under the General Average Act that is not immediately declared ashore.

Payment to any person or company connected with you.

The excess as shown in your policy schedule.

SECTION 7 - POLLUTION COSTS

The cost of damage caused to your craft by a local authority in an attempt to minimise actual or potential pollution.

Loss occurring where you have not done everything possible to avoid or minimise the pollution threat.

Pollution not caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time.

The excess as shown in your policy schedule.

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SECTION 8 - SIGHTING COSTS

The reasonable cost of inspecting the underwater sections of the hull after an accidental grounding regardless of whether or not any damage is subsequently found.

Any costs incurred which have not been agreed by us in writing in advance.

Grounding as a result of any deliberate or reckless act by you or anyone in control of the craft.

The excess as shown in your policy schedule.

SECTION 9 - WRECK REMOVAL

The reasonable cost of removal, destruction or raising the craft wreck.

Any costs incurred which have not been agreed in writing by us in advance.

Removal not required by the specific order of any authority unless agreed in writing by us in advance.

The excess as shown in your policy schedule.

SECTION 10 - ACCIDENTAL LOSS OF KEYS / REPLACEMENT LOCKS

If you lose your keys, covers reasonable cost of replacement keys or locks.

Loss or damage caused by any process of repair or restoration.

Any amount in excess of the cost of replacing the locks that were directly affected by the damage or loss.

The excess as shown in your policy schedule.

SECTION 11 - TRAILERS AND TROLLEYS

Theft, accidental damage or destruction by fire of the marine trolley or trailer.

Damage to tyres by braking or by punctures on roads, cuts or bursts.

Any trailer/trolley:

- (a) let out for hire or reward; or
- (b) being used for anything except your private purposes; or
- (c) not maintained in an efficient condition; or
- (d) being used in an illegal or dangerous manner.

You must keep a dated receipt for the wheel clamps and hitch lock as proof of buying.

The excess as shown in your policy schedule.

GENERAL CONDITIONS

Where required you or anyone any person navigating or in charge of the craft with your permission and consent must hold a current licence for British Waterways and a Boat Safety Certificate.

You must ensure that anyone in charge of the craft is competent and sufficiently experienced.

You must ensure that the craft is adequately crewed for the voyage that is being undertaken.

GENERAL EXCLUSIONS

Dutch barges or similar, canal or narrowboats exceeding 80ft or any other craft exceeding 30 ft.

Any craft designed to travel at speeds in excess of 45 knots.

Any claim made, or any event causing the need for a claim to be made, that occurs before your policy began.

Loss as a result of any person under 14 years of age being in control of the craft unless specifically agreed otherwise by us in writing.

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If your craft is more than 20 years old and more than 23 feet in length you must have a full survey report which is no more than 2 years old and which was carried out by a qualified chartered surveyor whilst the craft was out of the water. You must ensure that any recommendations made following the survey have been fully met.

You must take all reasonable steps to prevent loss, damage or accidents, exercise due care and diligence at all times and maintain any property covered under the policy in a sound and seaworthy condition (roadworthy in the case of trailers/trolleys) and fit for navigation.

We will not pay a claim that is in any way untrue or fraudulent, or arises from a malicious, wilful, reckless or criminal act by you or someone acting on your behalf; someone caring for or in control of the insured property; or one of your relations, agents, employees, licensees, paying guests or someone living with you.

You must notify us as soon as possible of any change in circumstances relevant to this policy, including changes to storing/mooring location. Failure to do so may invalidate your policy. We reserve the right to alter the terms of your policy immediately. We are notified of such changes.

PREMIUM AND EXCESS REVIEW

The premium and excess for this policy is reviewed once a year.

As a result of the premium and excess review, your premium and/or excess may go up, stay the same or go down, and there is no limit to the amount of change.

If we change your premium and/or excess and you do not wish to continue your cover, you should contact us to cancel.

Loss as a result of any driver under 20 years of age being in control of motorboats capable of speeds in excess of 17 knots or as a result of any motorboat being driven by someone under 18 years of age unless accompanied by and under the supervision of any appropriate adult.

Any loss or liability arising as a result of you or anyone in control of the craft being wholly or partly under the influence of alcohol or drugs other than those taken in accordance with treatment prescribed and directed by a qualified registered medical practitioner, but not for the treatment of drug addiction.

Any claims as a result of using the craft to tow or participate with any of the following: air chairs, aquaplaning, bananas, discing, hydrofoil type devices, inflatable toys, jet skis, kites or any other airborne activities, personal watercraft, rings, skurfing, tubing, wakeboarding, water skis.

Any craft more than 30 years old.

Any craft designed to carry more than 12 passengers.

Any craft with hulls made of anything other than fibreglass, aluminium, wood, plastic or steel unless agreed otherwise by us in writing and your policy warranted accordingly.

Use of the craft as permanent living accommodation, houseboat or home address unless we have given prior agreement in writing and you have paid any additional premium.

Any loss arising out of the use of portable heating appliances.

Any loss, damage or liability arising whilst the craft is being used for or in connection with underwater activities or activities requiring persons to be under tow of the craft or preparing or intending to be so.

Any loss, damage or liability incurred by any person engaged in underwater activities or requiring persons to be under tow of the craft or preparing or intending to be so.

Any claim made, or any event causing the need for a claim to be made, that occurs before your policy began.

WARRANTIES

For cover to be valid, it is a condition precedent of this policy that the Warranties detailed below are met in full:

1. Craft when not in use must be:
 - (a) berthed at a professional marina or
 - (b) ashore in a securely locked compound and if fastened on a trailer/trolley with hitchlock and wheel clamp fitted or
 - (c) in a locked building and if fastened on a trailer/trolley with wheel clamp and hitchlock fitted or
 - (d) in a locked building at your home address, or at your home address and fastened on a trailer/trolley and secured with hitchlock and wheel clamp.
 - (e) when having an agreed value of £10,000 or more craft must be protected at any location by an alarm with a minimum of a sensor on a hatch and a PIR beam in the main cabin area. When such value craft are stored at your home address in addition to a wheel clamp, hitchlock and alarm they must also be protected by security

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lighting.

2. Craft and equipment in transit must be:
 - (a) carried on a suitable trailer and protected against possible damage or
 - (b) carried by a professional haulier and secured in a purpose built cradle or
 - (c) secured by means of an anti-theft device to a purpose built roof rack and protected against possible damage.
3. Craft must be securely fastened to the ground when left unattended at dinghy parks by means of padlock and chain/wire rope.
4. Outboard motors must be fastened to the craft by a proprietary anti-theft device when not in use.
5. Craft hull ID numbers, equipment and outboard motor serial numbers must be recorded and made available in the event of a claim.
6. Tenders must be permanently marked with the name of the parent craft.
7. Tenders when not in use must be fastened to the parent craft by means of wire rope and a hardened steel padlock.
8. When laid up, all portable items, auxiliary engines, life rafts, rigging, loose ladders, tools, equipment, personal belongings, craft papers and stores must be removed and kept in a securely locked building ashore.
9. A minimum of a good quality hardened steel padlock and hasp 'n' staples secured by stainless steel nuts and bolts to all doors, hatches and deck lockers are required. Locks must be suitable for the marine environment.
10. Loose equipment such as anchors, paddles and oars must be secured by wire rope, or chain and hardened steel padlocks when not in use and unattended.
11. Emergency repairs must be done if further damage can be avoided.
12. You must make regular checks of the craft and its equipment.
13. Gas bottles in lifejackets must be checked before use.
14. Carbon monoxide alarms suitable for marine craft must be installed in craft which have heating appliances.
15. You must comply with Boat Safety Scheme (BSS) and SOLAS V requirements wherever appropriate.
16. Any engine that has been under water must be flushed out with clean fresh water.
17. Any trailer/trolley must be secured by a proper wheel clamp and hitchlock when not in use unless it is kept in a locked building.
18. Any trailer/trolley must be secured by a proper wheel clamp and hitchlock when in use but unattended.
19. For coastal sailing you must ensure the provision of flare packs and DSC VHF radio.
20. Fire extinguishers and fire blankets must be kept on-board and easily accessible on craft which have a galley, stoves or areas with machinery/engines.
21. Any gas or electric appliances or heating installations must be professionally fitted and maintained and conform to all British Safety Standards, gas containers must be secured against movement and areas sufficiently ventilated.