



# freshwater

OPTIONS

Fresh thinking with freshwater options insurance

Insurance for boats using  
the UK's Inland Waterways



Inland Waterways policy wording



# Freshwater Options

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## Introduction

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Dear **Policyholder**

**Towergate Mardon** would like to take this opportunity to welcome **You** as a customer.

**We** have arranged our Freshwater Options **Policy** specifically to meet the needs of inland waterway users. It is underwritten by the **Insurers** shown on page 5 and breakdown service is provided by River Canal Rescue Ltd.

This booklet or PDF document version explains the terms of **Your** insurance contract between **You** and **Your Insurers**. The **Schedule** and **Endorsements** are all part of the **Policy**. **Your Policy** is evidence of the contract of insurance. The insurance contract will last for any period **Your Insurers** have accepted **Your Premium** for.

Please read this booklet carefully as it is important that **You** understand the cover **Your Policy** provides. Important words have been defined in bold print.

**Your Schedule** also contains important information about **Your** cover and **You** should read it with this booklet or PDF document version. If **You** find that the cover is not suitable for **You** or that there is anything **You** do not understand properly, please contact **Towergate Mardon** as soon as possible.

If there is a dispute which **Towergate Mardon** or **Your Insurers** cannot settle, **You** can ask for help from the Financial Ombudsman Service. Thank you for choosing the Freshwater Options **Policy**.

Nigel Mills.  
Managing Director  
**Towergate Mardon**  
New Zealand House  
160 -162 Abbey Foregate  
Shrewsbury  
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**Towergate Mardon** is a trading name of Towergate Underwriting Group Limited.  
Registered Office: Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN  
Registered in England No. 4043759 Authorised and Regulated by the Financial Services Authority



# Your “Freshwater Options” Policy

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## Contract of insurance

On the basis that the information that **You** have given to **Towergate Mardon** is true and complete to the best of **You** knowledge and belief, (subject to the terms and conditions of the **Policy** and any **Endorsements** applicable to it), **Your Insurers** will insure **You**, depending on the **Level of cover** selected, against loss, damage and legal liability, which happens 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 **Towergate Mardon** 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 **Towergate Mardon**. **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 **Towergate Mardon**, when **You** renew this **Policy**.

**Your Policy** is valid for the **Period of Insurance** shown in **Your Schedule**.

## Fair Processing Notice

All personal information supplied by **You** will be treated in confidence by **Towergate Mardon** and **Your Insurers** and will not be disclosed to any third parties except where **Your** consent has been received or where permitted by law. In order to provide **You** with products and services this information will be held in **Towergate Mardon** and **Your Insurers** data systems.

**Your Insurers** may pass **Your** personal information to other companies for processing on their behalf. Some of these companies may be based outside **Europe** in countries which may not have laws to protect **Your** personal information, but in all cases **Your Insurers** will ensure that it is kept securely and only used for the purposes for which **You** provided it. Details of the companies and countries involved can be provided to **You** on request.



## Levels of Cover

In **Your Policy** there are four cover options that **You** can choose from:

|                                     |  |
|-------------------------------------|--|
| <b>Level of Cover</b>               | Each additional <b>Level of cover</b> automatically includes all the preceding <b>Levels of cover</b> .<br><br>Cover Provided – See individual <b>Policy</b> sections for full <b>cover</b> and exclusions.  |
| Section 1 - Bronze cover            | <ul style="list-style-type: none"> <li>• Third party only cover.</li> </ul>  |
| Section 2 - Silver cover            | Bronze Cover plus: <ul style="list-style-type: none"> <li>• Fire, Lightning, Explosion, Theft, Malicious Damage;</li> <li>• <b>Weather Event &amp; Freezing of Machinery</b>;</li> <li>• Personal Accident cover optional at an additional <b>Premium</b>.</li> </ul>  |
| Section 3 - Gold cover              | Silver Cover plus: <ul style="list-style-type: none"> <li>• loss or damage caused by accidental means;</li> <li>• Personal Accident cover optional at an additional <b>Premium</b>;</li> <li>• double <b>Policy Excess</b> on striking underwater objects if <b>Your boat</b> is a <b>Speedboat</b> and /or being used in coastal waters.</li> </ul>   |
| Section 4 - Personal Accident cover | Personal Accident <ul style="list-style-type: none"> <li>• this can be added to Silver or Gold cover at an additional <b>Premium</b> if required.</li> </ul>   |
| Section 5 – Platinum cover          | Gold Cover Plus: <ul style="list-style-type: none"> <li>• Personal Accident cover;</li> <li>• <b>Machinery</b> damage extension if <b>Your boat</b> is:               <ul style="list-style-type: none"> <li>• is less than 3 years from the date of the completion of build; and</li> <li>• has a maximum design speed of less than 17 knots;</li> </ul> </li> <li>• standard <b>Policy Excess</b> on striking underwater objects in coastal waters;</li> <li>• marina benefits;</li> <li>• protected No Claims Bonus when <b>Your</b> No Claims Bonus is 5 years or more;</li> <li>• 2 years No Claims Bonus step back if <b>Your</b> No Claims Bonus is less than 5 years;</li> <li>• River Canal Rescue with 2 free callouts (provided by River Canal Rescue Ltd)</li> </ul> |



## List of Insurers

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**Your Policy** has been arranged by **Towergate Mardon** and 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**.

| List of Insurers  |
|---|
| <p><b>Royal and Sun Alliance Insurance plc</b><br/>Registered No 93792.<br/>Registered Office: St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL<br/>Main business: Insurance Company<br/>Authorised and regulated by the Financial Services Authority</p>   |
| <p><b>AXA Insurance UK plc</b><br/>Registered in England No 78950<br/>Registered Office: 5 Old Broad Street, London, EC2N 1AD<br/>Main business: Insurance Company<br/>Authorised and regulated by the Financial Services Authority</p>   |
| <p><b>Aviva Insurance Limited</b><br/>Registered in Scotland. Registered No 2116<br/>Registered Office: Pitheavlis, Perth, Scotland, PH2 0NH<br/>Main business: Insurance Company<br/>Authorised and regulated by the Financial Services Authority</p>  |
| <p><b>Underwriters at Lloyds,</b><br/>1 Lime Street London EC3M 7HA<br/>Main business: Insurance Underwriters<br/>Authorised and regulated by the Financial Services Authority</p>  |
| <p>In respect of Section 9 - Legal costs insurance only:<br/><b>Inter Partner Assistance</b><br/>Registered in England. Registered No FC008998<br/>Registered Office: The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR<br/>Main business: Insurance Company<br/>Authorised by the Commission Bancaire, Financiere et des Assurance (CBFA) in Belgium and regulated by the Financial Services Authority in the UK</p> |



## Claims – how to make a claim & important information

If **You** have an accident or loss **You** might want to claim for under **Your Policy**.

### **What You should do:**

If **Your Boat** is damaged, we have made arrangements with River Canal Rescue (RCR) to provide 24/7 emergency assistance. **You** can contact the RCR control centre on any one of the following numbers:

**0800 0718021**  
**0854 0060021**  
**01785 248793**

Please note that the costs recoverable against **Your Policy** will depend on the level of cover you have selected. Repair costs outside the scope of **Your Policy** should be settled directly with RCR.

Contact **Towergate Mardon** for a claim form and instructions. This should be carried out as soon as reasonably practicable after the occurrence. Please contact:

The Claims Department

### **Towergate Mardon**

New Zealand House

160 -162 Abbey Foregate

Shrewsbury

Shropshire. SY2 6AL

Telephone number: (+44) 0870 156 6377

Fax number: (+44) 0870 156 6378

Email: [mardon@towergate.co.uk](mailto:mardon@towergate.co.uk)

Website: [www.towergateinsurance.co.uk](http://www.towergateinsurance.co.uk);

**You** must tell the police about any theft, attempted theft, vandalism, malicious damage or loss of **Your Insured property** and obtain a crime reference number. **Your Insurers** will not pay **Your** claim if **You** fail to do this;

**You** must send all claims, letters, summonses or legal documents to **Towergate Mardon** as soon as possible. **You** must not reply to any of these documents;

**You** must send the completed claim form back to **Towergate Mardon** as soon as possible, even if **You** are still awaiting estimates;

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

**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;

**You** must supply at **Your** own expense, all information/documentation which **Your Insurers** reasonably require to investigate and/or deal with a claim submitted under **Your Policy**.

Legal Advice Line, Travel Concierge & Personal Risk Advice Line **0844 770 1092** and quote "**Towergate Mardon**"



## Definitions (Sections 1-8 only)

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

| Word                         | Meaning  |
|------------------------------|--|
| <b>Agreed Value</b>          | The <b>Sum Insured</b> shown in <b>Your Schedule</b> which represents the value of <b>Your boat</b> as declared by <b>You</b> and agreed by both <b>You</b> and <b>Your Insurers</b> .   |
| <b>Ashore</b>                | Land, permanently out of the water.  |
| <b>Cruising limits</b>       | <p>The geographical area specified in <b>Your Schedule</b> within which <b>Your Insurers</b> have agreed to insure <b>Your boat</b>.</p> <p><b>- Non-tidal waters of the United Kingdom</b><br/>Inland waters where there are no tides, including broads and fens. <b>You</b> can also travel along inland tidal stretches provided it is only to enter or leave the non-tidal system.</p> <p><b>- Coastal waters of the United Kingdom</b><br/>Waters around the coast up to a distance of 12 miles offshore. <b>You</b> can travel between two points in the <b>United Kingdom</b> by the most direct route, even though this might take <b>You</b> outside the 12 mile limit. <b>You</b> are not allowed to travel between <b>Great Britain</b> and the Isle of Man, or Northern Ireland, or the Channel Islands.</p> <p><b>- Inland and coastal waters of Europe</b><br/>Inland waters where there are no tides and waters around the coast up to a distance of 5 miles offshore.<br/><b>You</b> can travel outside <b>Your Cruising limits</b> if <b>You</b> are forced to by:</p> <ul style="list-style-type: none"> <li>- the weather;</li> <li>- any form of danger; or</li> <li>- an order of a Government or legal authority.</li> </ul> |
| <b>Endorsement</b>           | A written record of any alteration <b>Your Insurers</b> agree to make to <b>Your Policy</b> that is shown in <b>Your Schedule</b> .  |
| <b>Engine cut out device</b> | A device specifically designed, sold and marketed to stop the engine(s) automatically if detached or released by the helmsman or another such device approved by <b>Your Insurers</b> .  |
| <b>Europe</b>                | Albania, Andorra, Austria, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Eire, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, 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, <b>United Kingdom</b> , Vatican City.   |
| <b>Excess</b>                | The first amount of each claim <b>You</b> have to pay.   |





## Definitions (Sections 1-8 only) continued

|   |  |
|---|--|
| <b>Fault (Faulty)</b>                                 | A failure in or of the design, manufacture or installation of a component part of <b>Your boat</b> .   |
| <b>Fire extinguisher (Fire extinguishing systems)</b> | A pressurised device or devices specifically designed, sold and marketed to emit a suitable fire extinguishing medium.   |
| <b>First Aid (First aided)</b>                        | Action taken by a competent mechanic to flush out and wash off <b>Machinery</b> with water, oil or any other recognised material or treatment to prevent further damage occurring to the <b>Machinery</b> following being immersed or partially immersed in water. |
| <b>Great Britain</b>                                  | England, Scotland and Wales.   |
| <b>Hitchlock</b>                                      | A device specifically designed, sold and marketed to prevent a trailer being hitched to or unhitched from a towing vehicle. The <b>Hitchlock</b> must cover the bolts securing the tow hitch to the trailer chassis.   |
| <b>Houseboat</b>                                      | A boat that is permanently located or moored at a single location and used as a permanent place of residence.  |
| <b>Identifiable mark</b>                              | Name of craft, current postcode or owners name.  |
| <b>In commission</b>                                  | When <b>Your boat</b> is fitted out and ready for immediate use, including hauling out, launching and lifting by crane.  |
| <b>Insured property</b>                               | <b>Your boat</b> together with the outboard motor, dinghy or tender, trailer or trolley, <b>Personal Belongings</b> and <b>Special equipment</b> shown in <b>Your Schedule</b> .   |
| <b>Insurers</b>                                       | The Insurance Company or Insurance Companies noted in <b>Your Schedule</b> who provide <b>Your</b> insurance cover.  |
| <b>Laid up</b>  | When <b>Your boat</b> 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 <b>Your Schedule</b> .                 |
| <b>Level(s) of cover</b>                              | The section of cover selected (Bronze, Silver, Gold or Platinum).  |
| <b>Loss of limbs</b>                                  | 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.  |
| <b>Machinery</b>                                      | Main and auxiliary engines, generators, air conditioning installations, electrical equipment, cables and fittings and any hydraulic equipment, piping and fittings, boilers and shafts.  |
| <b>Market Value</b>                                   | The most likely sale price in a competitive and open market.   |
| <b>Outboard motor lock</b>                            | A device specifically designed, sold and marketed as a secure method to prevent theft of <b>Your</b> outboard motor, or another security method approved by <b>Your Insurers</b> . (A padlock and chain is not sufficient)   |



## Definitions (Sections 1-8 only)

|                                    |   |
|------------------------------------|---|
| <b>Peril</b>                       | The cause of the loss, damage or accident.  |
| <b>Period of Insurance</b>         | The period which <b>You</b> have paid for and which <b>Your Insurers</b> have accepted the <b>Premium</b> for.  |
| <b>Permanent total disablement</b> | 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.   |
| <b>Personal Belongings</b>         | Domestic items that are normally kept on board <b>Your boat</b> , that are not part of <b>Your boat</b> 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).  |
| <b>Personal watercraft</b>         | A jetski or similar type of craft.  |
| <b>Policy</b>                      | This booklet or PDF document version of this booklet and the <b>Schedule, Endorsements</b> , together with any information <b>You</b> provide in <b>Your</b> proposal form or statement of fact make up <b>Your</b> insurance <b>Policy</b> . <b>You</b> should read them together as if they were one document.  |
| <b>Premium</b>                     | The amount of money that <b>You</b> pay, and <b>Your Insurers</b> accept, for this insurance.   |
| <b>Schedule</b>                    | The document that makes the <b>Policy</b> personal to <b>You</b> . It sets out:<br>i) the <b>Period of Insurance</b> ;<br>ii) details of <b>Your boat</b> ;<br>iii) <b>Sums Insured</b> ;<br>iv) the <b>Cruising limits</b> ;<br>v) who <b>Your Insurers</b> are;<br>vi) the periods for which <b>Your boat</b> is allowed to be <b>In commission</b> or should be <b>Laid up</b> ;<br>vii) any <b>Endorsements</b> applying;<br>viii) the <b>Excess</b> ; and<br>ix) the statement of price. |
| <b>Seaworthiness</b>               | Fit to encounter the ordinary perils of the sea, rivers, lakes, any other navigable waterways and suitably moored, crewed, equipped, fuelled, provisioned and with all equipment in proper working order. <b>Seaworthiness</b> applies not only to the hull but to all of <b>Your boat</b> including its parts, gear, equipment and <b>Machinery</b> .  |
| <b>Special equipment</b>           | Items of electronic equipment or other items of equipment that <b>You</b> own and want to specify in <b>Your Schedule</b> , that <b>You</b> use on <b>Your boat</b> .   |
| <b>Speedboat</b>                   | Any boat that is designed to travel at more than 17 knots or 20 mph.  |



## Definitions (Sections 1-8 only) continued

|                                    |   |
|------------------------------------|---|
| <b>Sum(s) Insured</b>              | The values shown in <b>Your Schedule</b> for <b>Your boat</b> and other <b>Insured property</b> .   |
| <b>Third party</b>                 | A person who makes a claim against anyone insured by this <b>Policy</b> .   |
| <b>Total Loss</b>                  | <b>Your boat</b> is a <b>Total Loss</b> 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 <b>Your boat</b> , <b>Your Insurers</b> will call it a "constructive <b>Total Loss</b> ".  |
| <b>Total loss of sight</b>         | Complete and irrecoverable loss of sight.   |
| <b>Towergate Mardon</b>            | <p><b>Towergate Mardon</b><br/>           New Zealand House,<br/>           160 -162 Abbey Foregate,<br/>           Shrewsbury,<br/>           Shropshire,<br/>           SY2 6AL<br/>           Tel: 0870 156 6377<br/>           Fax: 0870 156 6378<br/>           mardon@towergate.co.uk<br/>           www.towergateinsurance.co.uk</p> <p><b>Towergate Mardon</b> is a trading name of Towergate Underwriting Group Limited.<br/>           Registered office: Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN<br/>           Registered in England No 4043759<br/>           Authorised and regulated by the Financial Services Authority</p> |
| <b>United Kingdom</b>              | For the purpose of this <b>Policy</b> <b>Your Insurers</b> define <b>United Kingdom</b> as comprising England, Scotland, Wales, Northern Ireland, Isle of Man and the Channel Islands.  |
| <b>Weather Event</b>               | An unusually strong force of wind; a heavy and prolonged fall of rain, snow or sleet; freezing conditions resulting in formation of ice on sea, lakes or rivers; flooding of lakes or rivers beyond normal banks or bounds.   |
| <b>Wheel clamp</b>                 | A device that is specifically designed, sold and marketed to prevent a wheel being turned or removed.   |
| <b>You, Your, the Policyholder</b> | The person whose name is shown in <b>Your Schedule</b> or any other person who is navigating or in charge of <b>Your boat</b> with <b>Your</b> permission who <b>Your Insurers</b> provide cover for.   |
| <b>Your boat</b>                   | The hull, superstructure, rig, fittings, <b>Machinery</b> , gear and fitted equipment that would normally be sold with the boat.  |



## Section 1. Bronze Cover - Liabilities to Third Parties and Passengers

This section only applies if noted on **Your Schedule** as operative – It is subject always to the cover provided, exclusions and additional clauses noted below.

### 1.1 Cover provided and exclusions.

| Cover provided.<br><b>You</b> can claim for:   | Exclusions.<br><b>Your Insurers</b> will not pay claims for:   |
|--|--|
| <p>All sums that <b>You</b> legally have to pay as a result of owning <b>Your boat</b> for:</p> <ul style="list-style-type: none"> <li>the death of or injury to any other person or any other person insured by this <b>Policy</b>, including anyone getting on or off or travelling on <b>Your boat</b>;</li> <li>damage to any other property, including other boats, piers, docks, wharves, jetties or pontoons;</li> <li>raising or attempted raising, removing or destroying the wreck of <b>Your boat</b> or if <b>You</b> fail to remove or destroy it;</li> <li>pollution caused by <b>Your boat</b> as a result of loss or damage that <b>Your Insurers</b> insure.</li> </ul> | <ul style="list-style-type: none"> <li>Death, injury or illness of anyone <b>You</b> employ in connection with the operation of <b>Your boat</b>;</li> <li>death, injury or illness of an employee of anyone using <b>Your boat</b>;</li> <li>liability of any sort which comes under the Employers Liability Acts or any other law relating to workmen;</li> <li>fare-paying passengers (unless specifically agreed by <b>Your Insurers</b>);</li> <li>parascenders or participants in any other activity which takes place in the air operating with <b>Your boat</b>, until they are safely back on board <b>Your boat</b>;</li> <li>divers operating from <b>Your boat</b>, until they are safely back on board <b>Your boat</b>;</li> <li>accidents while <b>Your boat</b> is in transit by or attached to a mechanically propelled road vehicle or caused by any trailer <b>Your Insurers</b> insure, except when it is deliberately uncoupled from the towing vehicle;</li> <li>accidents while <b>Your boat</b> is in transit by rail, air, ferry or sea;</li> <li>fines or penalties arising under contract;</li> <li>fines or penalties imposed under any statutory code or common law in respect of any offence committed;</li> <li>any punitive or exemplary damages.</li> </ul> |

| <b>Your Insurers</b> will:  | <b>Your Insurers</b> will not insure:  |
|---|--|
| <p>Insure anyone else who is navigating or in charge of <b>Your boat</b> with <b>Your</b> permission.</p> | <ul style="list-style-type: none"> <li>Shipyards operators or their employees;</li> <li>repair yard operators or their employees;</li> <li>slipway operators or their employees;</li> <li>yacht club operators or their employees;</li> <li>marina operators or their employees;</li> <li>delivery skippers or their employees or crew (unless specifically agreed by <b>Your Insurers</b> and shown on <b>Your Schedule</b>);</li> <li>sales agencies or their employees;</li> <li>any other similar organisations to those mentioned above.</li> </ul> |



## Section 1. Bronze Cover - Liabilities to Third Parties and Passengers cont.

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### 1.2 Additional Clauses

1. 2.1 The amount **Your Insurers** will pay

1.2.1.1 The most **Your Insurers** will pay under this section is the amount shown in **Your Schedule** under the **Third party** cover limit. This applies to each accident or series of accidents that are caused by the same event.

1.2.1.2 As long as **Your Insurers** have agreed in writing, **Your Insurers** will also pay for:

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



## Section 2. Silver Cover - Bronze cover plus Fire, Lightning, Explosion, Theft, Malicious Damage or Vandalism, Weather Event and Freezing of Machinery.

This section only applies if noted on **Your Schedule** as operative – It is subject always to the cover provided, exclusions and additional clauses noted below.

2.1 Cover provided and Exclusions noted below are in addition to the cover provided and exclusions noted under Section 1 of **Your Policy** unless amended in this Section.

| Cover provided.<br><b>You can claim for:</b>   | Exclusions.<br><b>Your Insurers will not pay claims for:</b>  |
|--|---|
| <ul style="list-style-type: none"> <li>• Loss of or damage to <b>Your Insured property</b> shown in <b>Your Schedule</b> but only directly caused by one of the following <b>Perils</b>;               <ul style="list-style-type: none"> <li>• Fire</li> <li>• Lightning</li> <li>• Explosion</li> <li>• Theft (or attempted theft)</li> <li>• Malicious damage or Vandalism</li> <li>• <b>Weather Event</b></li> <li>• Freezing of <b>Machinery</b> including during hauling out, launching, lifting by crane, fitting out, overhauling and in transit by road, rail, air or ferry.</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>• Any loss or damage caused by a <b>Peril</b> not listed in the “Cover Provided” section;</li> <li>• loss of value because of age and use;</li> <li>• loss of value of <b>Your boat</b> after it has been repaired;</li> <li>• loss or damage caused by a <b>Weather Event</b>, unless the loss or damage is directly caused by a sudden and severe event related to a specific time and area and occurring during the <b>Period of insurance</b>;</li> <li>• freezing of <b>Machinery</b>, unless the <b>Machinery</b> has been maintained in accordance with the manufacturers’ recommendations by a competent mechanic and the <b>Machinery</b> has been protected by the appropriate anti-freeze mixed and inserted in accordance with manufacturers specification;</li> <li>• any damage that is not repaired, in addition to a <b>Total Loss</b> in any <b>Period of insurance</b>;</li> <li>• loss of or damage to stores, moorings, fishing gear, diving equipment, wet suits, dry suits, tow ropes, water skis, wakeboards, kneeboards or similar equipment;</li> <li>• loss of or damage to sails split by the wind or blown away while hoisted;</li> <li>• masts, spars and fittings, sails and standing or running rigging while <b>You</b> are racing <b>Your boat</b>;</li> <li>• loss or damage while <b>Your boat</b> is being transported unless <b>Your boat</b> is:               <ul style="list-style-type: none"> <li>• under 9 metres (30 feet) long; and</li> <li>• carried on a trailer fit for the purpose and towed by a suitable vehicle; or</li> <li>• fitted in a purpose built cradle and carried by a professional haulier; or</li> <li>• secured or fastened to a vehicle roof rack, provided this is a suitable method of transit for <b>Your boat</b>.</li> </ul> </li> </ul> |



## Section 2. Silver Cover continued

| Your Insurers will:   | Your Insurers will not insure:  |
|---|---|
|   | <ul style="list-style-type: none"> <li>• loss or damage to <b>Personal belongings</b> unless they are shown in <b>Your Schedule</b> and <b>Endorsement E</b> applies;</li> <li>• loss of or damage to <b>Special equipment</b> unless it is shown in <b>Your Schedule</b>;</li> <li>• the cost of altering or replacing parts of <b>Your boat</b> that are undamaged in order to match parts that are damaged;</li> <li>• the cost of replacing any item rendered obsolete by damage to any other item;</li> <li>• Theft, unless stolen with <b>Your boat</b>, of:               <ul style="list-style-type: none"> <li>• <b>Your</b> outboard motors;</li> <li>• <b>Your</b> gear equipment or <b>Machinery</b> from <b>Your boat</b> or from a place on shore;</li> </ul> </li> <li>• Theft of:               <ul style="list-style-type: none"> <li>• <b>Your</b> trailer or any <b>Insured Property</b> on <b>Your</b> trailer;</li> <li>• <b>Your Speedboat</b> if on a trailer;</li> <li>• <b>Your boat's</b> tenders or dinghies.</li> </ul> </li> </ul> |
| <ul style="list-style-type: none"> <li>• Theft of gear, equipment or <b>Machinery</b> from <b>Your boat</b> or from a locked storage place on shore.</li> </ul> | <ul style="list-style-type: none"> <li>• Theft unless by someone:               <ul style="list-style-type: none"> <li>• violently forcing their way into or out of <b>Your boat</b> or locked storage place; or</li> <li>• removing an item that is securely fastened to <b>Your boat</b>.</li> </ul> </li> </ul>  |
| <ul style="list-style-type: none"> <li>• Theft of <b>Your</b> outboard motors if they are stolen from <b>Your boat</b>.</li> </ul>                              | <ul style="list-style-type: none"> <li>• Theft unless they are securely fastened by an <b>Outboard motor lock</b> as well as their normal fitting device.</li> </ul>  |
| <ul style="list-style-type: none"> <li>• Theft of <b>Your</b> trailer, or any <b>Insured property</b> on <b>Your</b> trailer if it is stolen.</li> </ul>        | <ul style="list-style-type: none"> <li>• Theft unless the trailer is secured by a <b>Hitchlock</b> or <b>Wheel clamp</b>.</li> </ul>  |
| <ul style="list-style-type: none"> <li>• Theft of <b>Your boat's</b> tenders or dinghies.</li> </ul>  | <ul style="list-style-type: none"> <li>• Theft of tenders or dinghies unless they have an <b>Identifiable mark</b> permanently shown on them.</li> </ul>  |



## Section 2. Silver Cover continued

|  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• Salvage charges:             <ul style="list-style-type: none"> <li>• <b>Your Insurers</b> will pay the reasonable costs of saving <b>Your boat</b> from a loss which <b>You</b> would be insured for under <b>Your Policy</b>.</li> </ul> </li> </ul>  |  |
| <ul style="list-style-type: none"> <li>• Sighting costs:             <ul style="list-style-type: none"> <li>• <b>Your Insurers</b> will pay the cost of inspecting the underwater part of the hull of <b>Your boat</b> after a stranding, even if there is no damage but only if the stranding is caused by a loss which <b>You</b> are insured for under <b>Your Policy</b>.</li> </ul> </li> </ul> |  |

### 2.2 Additional Clauses

2.2.1 All additional clauses noted in Section 1;

#### 2.2.2 The amount Your Insurers will pay;

2.2.2.1 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**.

2.2.2.2 For a partial loss – if **Your Insured property** is lost or damaged, **Your Insurers** will choose to either:

- i) pay for the reasonable cost of repairs;
- ii) pay for a replacement part and the reasonable costs connected with the replacement; or
- iii) make a cash payment based on the cost of an equivalent replacement.

2.2.2.3 For salvage charges – expenses reasonably and necessarily incurred.

2.2.2.4 For sighting costs following a stranding, directly caused by a peril covered by the chosen **Level of cover** noted in **Your Schedule** – the reasonable costs incurred provided **Your Insurers** have agreed in writing first.

2.2.2.5 **Your Insurers** will not reduce **Your claim** if **Your Insurers** replace old materials with new, except for:

- i) sails;
- ii) protective covers;
- iii) running rigging;
- iv) outboard motors;
- v) batteries; and
- vi) **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.

2.2.2.6 **Your Insurers** will not pay more than the **Sum Insured** shown in **Your Schedule**, unless the costs are for salvage charges or sighting costs.





## Section 2. Silver Cover continued

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### 2.2.3 No claims bonus

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

2.2.3.1 the net **Premium** after deduction of any no claims bonus is not less than the minimum **Premium** charged by **Your Insurers**; and

2.2.3.2 the **Policy** has been in force for 12 consecutive months (including an **In commission** period of not less than 4 months); and

2.2.3.3 **You** renew **Your Policy** (including an **In commission** period of not less than 4 months); and

2.2.3.4 no claim has been made under **Your Policy** and,

2.2.3.5 **Endorsement N** - No claims bonus deleted does not appear on **Your Schedule**.

| Number of claim free years | Percentage <b>Your Premium</b> will be reduced by |
|----------------------------|---|
| One year                   | 5%  |
| Two years                  | 10%   |
| Three years                | 15%   |
| Four years                 | 20%   |
| Five years or more         | 25%   |

### 2.2.4 In Commission period

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. This automatic extension will not extend past 1st November.



### Section 3. Gold Cover – Silver cover plus loss or damage caused by accidental means.

This section only applies if noted on **Your Schedule** as operative – It is subject always to the cover provided, exclusions and additional clauses noted below.

3.1 Cover provided and exclusions below are in addition to the cover provided and exclusions noted under Sections 1 and 2 of **Your Policy** unless amended in this Section.

| Cover Provided.<br><b>You can claim for:</b>  | Exclusions.<br><b>Your Insurers will not pay for:</b>   |
|---|---|
| <ul style="list-style-type: none"> <li>Loss of or damage to <b>Your Insured property</b> shown in <b>Your Schedule</b> caused by external accidental means including during hauling out, launching, lifting by crane, fitting out, overhauling and in transit by road, rail, air or ferry.</li> </ul> | <ul style="list-style-type: none"> <li>Loss of or damage caused by:               <ul style="list-style-type: none"> <li>wear and tear;</li> <li>rot, rust, mildew, dampness or weathering;</li> <li>corrosion, rust, electrolytic or galvanic corrosion, or wasting;</li> <li>osmosis;</li> <li>insects, marine borers, barnacles, marine growth, fungi or molluscs;</li> </ul> </li> <li>loss or damage to 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;</li> <li>masts, spars and fittings, sails and standing or running rigging while <b>You</b> are racing <b>Your boat</b> unless <b>Endorsement K or M</b> is shown in <b>Your Schedule</b>;</li> <li>any scratching, denting or bruising to <b>Your boat</b> while being transported;</li> <li>loss of or damage to or failure of <b>Machinery</b> unless caused by:               <ul style="list-style-type: none"> <li>accidental incursion of water into the hull, but not the engine alone; or</li> <li><b>Your boat</b> being stranded, sunk, burnt, on fire, impact between <b>Your boat</b> and any external substance including ice (but not water); or</li> <li>the seawater intake being accidentally obstructed by an external substance including ice (but not water); or</li> <li>theft or malicious persons; or</li> <li>fire or accidental damage whilst removed from <b>Your boat</b> and in a place of storage; or</li> <li>accidents occurring whilst the <b>Machinery</b> is being removed from or placed in <b>Your boat</b> or from or into a place of storage;</li> </ul> </li> <li>any personal expenses <b>You</b> pay because of loss of or damage to <b>Your boat</b>;</li> </ul> |



### Section 3. Gold Cover - continued

|  |  |
|--|--|
|  | <ul style="list-style-type: none"> <li>• 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;</li> <li>• loss or damage to the rudder, propeller, shaft, <b>Machinery</b>, electrical equipment and their connections or keel caused by <b>Your boat</b> hitting an object that is underwater or partly underwater;</li> <li>• accidental damage caused by <b>Faults</b>.</li> </ul> |
| <ul style="list-style-type: none"> <li>• Loss or damage to the rudder, propeller, shaft, <b>Machinery</b>, electrical equipment and their connections or keel caused by <b>Your boat</b> hitting an object that is underwater or partly underwater. For claims arising from this cause the <b>Excess</b> is double the amount shown in <b>Your Schedule</b> if <b>Your boat</b> is a <b>Speedboat</b> and / or is being used on tidal waters.</li> </ul> |  |
| <ul style="list-style-type: none"> <li>• Accidental damage caused by <b>Faults</b> that <b>You</b> could not know about.</li> </ul>  | <ul style="list-style-type: none"> <li>• the cost of repairing or replacing any part that is lost or damaged because it was <b>Faulty</b>;</li> <li>• loss of or damage to or failure of <b>Machinery</b> or electronic equipment caused solely by the breakdown, failure or derangement of a component part.</li> </ul>   |



## Section 4. Personal Accident

This section only applies if noted on **Your Schedule** as operative – It is subject always to the cover provided, exclusions and additional clauses noted below.

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.

### 4.1 Cover provided and exclusions.

| <b>Your Insurers will pay the following benefits:</b>  | <b>Exclusions - Your Insurers will not pay:</b>   |
|--|---|
| <p>Death £15,000;<br/> <b>Loss of limbs</b> (one or more) £15,000;<br/> <b>Total Loss of sight</b> in one or both eyes £15,000;<br/> <b>Permanent total disablement</b> £15,000.</p> <p>Medical expenses</p> <ul style="list-style-type: none"> <li>• <b>Your Insurers</b> will pay up to £500 for any one incident for any doctors' or surgeons' fees for emergency treatment if <b>You</b> or <b>Your</b> passengers are injured because <b>Your boat</b>:               <ul style="list-style-type: none"> <li>• hits another boat;</li> <li>• hits another object; or</li> <li>• sinks.</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>• If death or disablement happens more than 12 months from the date <b>You</b> or <b>Your</b> passengers have been injured;</li> <li>• for anybody under 18 or 76 or over at the time of the accident;</li> <li>• <b>You</b> or <b>Your</b> passengers compensation under more than one of the categories shown for the same accident;</li> <li>• more than £60,000 in any one <b>Period of Insurance</b>;</li> <li>• <b>You</b> or <b>Your</b> passengers benefit if <b>You</b> or <b>Your</b> passengers are paid compensation under the Liabilities to Third Parties and Passengers section of <b>Your Policy</b>;</li> <li>• for death or disablement resulting from:               <ul style="list-style-type: none"> <li>• Incidents occurring while <b>Your boat</b> is used for any purpose other than private pleasure;</li> <li>• suicide or attempted suicide or wilful exposure to danger (except in an attempt to save human life);</li> <li>• the influence of intoxicating liquor or drugs (other than drugs taken under medical supervision and not for the treatment of drug addiction).</li> </ul> </li> </ul> |



## Section 5. Platinum Cover – Gold Cover plus Personal Accident and Extra Covers noted below, and Breakdown and Recovery assistance (provided by River Canal Rescue Limited).

This section only applies if noted on **Your Schedule** as operative – It is subject always to the cover provided, exclusions and additional clauses noted below.

5.1 Cover provided and exclusions below are in addition to the cover provided and exclusions noted under Sections 1, 2, 3 and 4 of **Your Policy** unless amended in this section.

| Cover Provided.<br><b>You can claim for:</b>  | Exclusions.<br><b>Your Insurers will not pay for:</b> |
|---|---|
| <ul style="list-style-type: none"> <li>Loss of or damage to or failure of <b>Machinery</b> if <b>Your boat</b> is:               <ol style="list-style-type: none"> <li>under three years of age from the date of completion of build; and</li> <li>has an actual or maximum design speed, under engine power of less than 17 knots.</li> </ol> </li> </ul> |   |
| <ul style="list-style-type: none"> <li>Loss or damage to the rudder, propeller, shaft, <b>Machinery</b>, electrical equipment and their connections caused by <b>Your boat</b> hitting an object that is underwater or partly underwater. For claims arising from this cause the <b>Excess</b> is the amount shown in the <b>Schedule</b>.</li> </ul>       |   |

### 5.2 Additional Clauses

5.2.1 All additional clauses noted in Sections 1,2,3 and 4.

#### 5.2.2 Marina benefits

If **Your boat** is on its permanent marina berth or **Ashore** at the same location, **Your Insurers** will not:

5.2.2.1 take **Your Policy Excess** off any claim; or

5.2.2.2 reduce **Your** no claims bonus.

#### 5.2.3 Protected No Claims Bonus

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

#### 5.2.4 Reduction of No Claims Bonus

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

5.2.4.1 **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**;

5.2.4.2 **Your** no claims bonus is protected and **You** have two or more claims during any **Period of Insurance** **Your** no claims bonus will be reduced by 2 years following the second claim and by a further two years for each subsequent claim.



## Section 6. General Exclusions

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

### 6.1 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:

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

The circumstances under which 6.1.1 and 6.1.2 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.

### 6.2 Radioactive contamination

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

- 6.2.1 ionising radiations or radioactive contamination from any nuclear fuel or from the nuclear waste arising from burning nuclear fuel;
- 6.2.2 the radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment;
- 6.2.3 any weapon or device that uses atomic or nuclear fission and/or fusion or any similar reaction or radioactive force or matter;
- 6.2.4 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.

### 6.3 War risks

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

- 6.3.1 war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or piracy;
- 6.3.2 any chemical, biological, bio-chemical or electromagnetic weapon; or



## Section 6. General Exclusions - continued

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6.3.3 any computer, computer system, computer software programme, computer virus or process, or any other electronic system that is used for causing harm.

### 6.4 Riots and civil commotion

**You** are not insured for any liability, loss or damage that is caused by a riot or civil commotion.

### 6.5 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.

### 6.6 Use of **Your boat**

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

6.6.1 for hire or charter;

6.6.2 for anything except **Your** own private pleasure;

6.6.3 as a **Houseboat**; or

6.6.4 outside the **Cruising limits** shown in **Your Schedule**.

### 6.7 Other losses

**You** are not insured for:

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

### 6.8 Date recognition

**You** are not insured for:

6.8.1 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**.

### 6.9 Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer 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 7. General Conditions

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**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.

### 7.1. Your duty of care

**Your Insurers** will only provide the insurance described in **Your Policy** if:

- 7.1.1 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;
- 7.1.2 anyone claiming under **Your Policy** has met all the relevant conditions;
- 7.1.3 **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**;
- 7.1.4 **You** have taken all reasonable steps to protect **Your Insured property** from loss or damage;
- 7.1.5 following the immersion or partial immersion of **Your boat's Machinery**, immediate **First aid** has been administered;
- 7.1.6 in the event of an incident which may give rise to a claim under **Your Policy**, **You** have taken all reasonable and necessary actions to minimise and prevent further loss or damage.

### 7.2 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**.

### 7.3 Fraudulent claims

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

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

- 7.3.1.1 make a claim under the **Policy** knowing the claim to be false or fraudulently exaggerated in any respect; or
- 7.3.1.2 make a statement in support of a claim knowing the statement to be false in any respect; or
- 7.3.1.3 submit a document in support of a claim knowing the document to be forged or false in any respect; or
- 7.3.1.4 make a claim in any respect of any loss or damage caused by **Your** wilful act or with **Your** connivance.





## Section 7. General Conditions - continued

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### 7.3.2 Then:

7.3.2.1 **Your Insurers** shall not pay the claim;

7.3.2.2 **Your Insurers** shall not pay any other claim which has been made under the **Policy**;

7.3.2.3 **Your Insurers** may at their option declare **Your Policy** void;

7.3.2.4 **Your Insurers** shall be entitled to recover from **You** the amount of any claim already paid under **Your Policy** since the last renewal date;

7.3.2.5 **Your Insurers** shall not make any return of **Premium**; and

7.3.2.6 **Your Insurers** may inform the police of the circumstances.

## 7.4 Cancellation

### 7.4.1 Statutory cancellation rights.

7.4.1.1 **You** may cancel this **Policy** within 14 days of receipt of the **Policy** documents (new business) or the renewal date (the cancellation period) by writing to **Towergate Mardon** during the cancellation period. **Your Insurers** will give **You** a full refund of any **Premium** **You** have paid provided that;

- i) **You** have not made and are not intending to make a claim; and
- ii) no incident likely to give rise to a claim has occurred.

### 7.4.2. Cancellation outside the statutory period.

7.4.2.1 **You** may cancel **Your Policy** at any time. **You** will only receive a return of **Premium** provided that **You** have;

- i) sold **Your boat**; and
- ii) not had any claims during the current **Period of Insurance**; and
- iii) given prior written notice to **Towergate Mardon**;

7.4.2.2 **Your Insurers** will retain an amount of the **Premium** in proportion to the time **You** have been on cover subject to a minimum retention of £25 (plus insurance premium tax at the current rate) and return the balance to **You**;

7.4.2.3 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> <b>Your Insurers</b> will return: |
|--------------------|---|
| Up to three months | 50%;  |
| Up to four months  | 25%;  |
| Over four months   | NIL.  |

7.4.2.4 **Your Insurers** reserve the right to cancel the **Policy** by providing 21 days notice by recorded delivery post to **You** last known address. Any **Premium** refund will be calculated in accordance with the above.

### 7.4.3 Non payment of **Premium**

7.4.3.1 **Your Insurers** reserve the right to cancel **Your Policy** immediately in the event of non payment of **Premium** or default on any instalment scheme.



## Section 7. General Conditions - continued

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### 7.5 Engine cut out device

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

### 7.6 Fire extinguisher (Fire extinguishing systems)

**You** must ensure that any **Fire extinguishers** or **Fire extinguishing systems** on **Your boat** are adequate, suitable for the use intended, are maintained within serviceable date and kept in efficient working order at all times.

### 7.7 Whilst Laid Up

During the **Laid up** period **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.

### 7.8 Other insurance

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

### 7.9 Choice of Law

**You** and **Your Insurers** can choose the law which applies to this **Policy**. **Your Insurers** propose that English law applies. Unless **Your Insurers** and **You** agree otherwise English law will apply to this **Policy**.



## Section 8 – Endorsements

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These **Endorsements** only apply when they are shown in **Your Schedule**.

### **Endorsement A – Excess**

**You** must pay the first part of each claim up to the amount shown in **Your Schedule**. If **Your boat** is a **Total Loss** or if **Your** claim is made under the cover provided in Section 1 of **Your Policy**, **You** do not have to pay the **Excess** unless noted on **Your Schedule**.

### **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 or business address to **Your boat** or back again and while they are on board **Your boat**.

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;
- v) theft of or loss of or damage to furs, mobile phones, personal computer equipment, jewellery and watches;
- vi) theft of or loss of or damage to wetsuits, dry suits, buoyancy aids, tow ropes, waterskis, wakeboards, kneeboards or sports equipment of any kind whilst being used;
- vii) theft unless following forcible and violent entry to or exit from **Your boat**, unattended road vehicles or places of storage;
- viii) the first £100 of any claim or **Policy Excess** shown in **Your Schedule**, which ever is the lower.



## Section 8 – Endorsements - continued

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### Endorsement F – Racing cover (not applicable)

#### 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**, 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** ask them); and
  - b) manually operated **Fire extinguishers** and a fire blanket in the galley area.

### Endorsement H – Water skiers’ liability (not applicable)

#### Endorsement I - Fitting Out Risks

It is noted and agreed that during the first **Period Of Insurance** the **Sum Insured** under Section 2, 3 or 5 (whichever is applicable) of **Your Policy** in respect of hull and materials is increasing due to outfitting and that during this period claims settlement will be based on proof of expenditure at time of loss but not exceeding the sum’s insured as shown in **Your Schedule**.

#### Endorsement J – Marina benefits

If **Your boat** is on its permanent marina berth or **Ashore** at the same location, **Your Insurers** will not:

- i) Take **Your Policy Excess** off any claim;
- ii) reduce **Your** no claim bonus for any claim.

### Endorsement K – Racing cover dinghies (not applicable)

### Endorsement L – Personal watercraft (not applicable)

### Endorsement M – Racing Cover

#### Endorsement N – No Claims Bonus Deleted

The no claims bonus allowance noted in Section 2 – Additional Clauses 2.2.3 and Section 5 – Additional Clauses 5.2.2.2, 5.2.3 and 5.2.4 of **Your Policy** are deleted and do not apply.



## Section 8 – Endorsements - continued

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### **Endorsement O - Commercial Use Of Your boat**

It is noted and agreed that **Your boat** will be used for commercial carrying which is covered under the terms of **Your Policy** but excluding any cover for or any liability in respect of the cargo and excluding any damage to **Your boat** by the process of loading or unloading.

### **Endorsement P – Agreed Value**

Section 2 – Additional clause 2.2.2.1 is deleted and replaced by the following:

2.2.2.1 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.

### **Endorsement Q - Protected No Claims Bonus**

**Your Insurers** will not reduce **Your** no claims bonus unless **You** have two or more claims in any **Period of Insurance**.

### **Endorsement R - Reduction of No claims Bonus**

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

- i) **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**;
- ii) **Your** no claims bonus is protected and **You** have two or more claims during any **Period of Insurance**, **Your** no claims bonus will be reduced by 2 years following the second claim and by a further two years for each subsequent claim;

### **Endorsement S – Bronze Cover (excluding removal of wreck)**

Cover provided for raising or attempted raising, removing or destroying the wreck of **Your boat** or if **You** fail to remove or destroy it – is deleted from Section 1 Bronze Cover.

### **Endorsement T - Skipper Charter**

It is noted and agreed that **Your boat** is used for chartering, providing a qualified Skipper is in charge and onboard at all times whilst underway.

### **Endorsement U - Passenger Liability**

It is noted and agreed that passengers are carried on board **Your boat** and that the exclusion of fare paying passengers under Section 1 is deleted.

### **Endorsement V - Food & Drink Liability**

It is noted and agreed that food and drink are sold on board **Your boat** and Section 1 of the **Policy** is extended to cover **Your** legal liability arising out of the sale of food and drink on board the craft.



## Section 8 – Endorsements - continued

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### **Endorsement W - Member to Member Liability**

Under section 1 of **Your Policy** the insurers will treat, as though they were the policyholder any member or trustee of the policyholder whilst engaged in Trust/Society activities provided that;

- such a member is not entitled to indemnity under any other policy; and
- such a member shall observe the terms of **Your Policy** in so far as they can apply.

This extension shall apply only to liabilities arising out of the use of **Your boat** covered by **Your Policy**. If in respect of any claim or number of claims arising out of one cause, the total amount of indemnity to all parties shall not exceed the limit of liability shown in **Your Schedule**.

### **Endorsement X – Houseboat**

It is noted and agreed that **Your boat** is used as a Houseboat and that the exclusion of use of **Your boat** as a Houseboat under section 6.6.3 is deleted.



## Section 9 – Legal Costs Insurance

This insurance is administered by Arc Legal Assistance Ltd and underwritten by Inter Partner Assistance S.A.

In the event of a valid claim under this insurance, **We** will appoint **Our** specialist panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal advisers' fees unless court proceedings are issued or a conflict of interest arises. Where, following the issue of court proceedings or a conflict of interest arising, **You** elect to use an **Adviser** of **Your** own choice, **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**.

The insurance covers **Advisers' Costs, Temporary Replacement Costs and Breakdown costs** as set out within the Cover, up to the **Limit of Indemnity** and the **Annual Limit of Indemnity** where:-

- a) The **Insured Incident** takes place in the **Insured Period** and within the **Territorial Limits** and
- b) The **Proceedings** (other than in relation to **Temporary Replacement Costs and Breakdown Costs**) take place in the **Territorial Limits**.

### Definitions applicable to Section 9 only

Certain words shown below have a specific meaning. Whenever they are shown in Section 9 - **Your Policy** in bold type they will have that meaning.

| Word                             | Meaning   |
|----------------------------------|---|
| <b>Adviser</b>                   | <b>Our</b> panel solicitors or their agents appointed by <b>Us</b> to act for <b>You</b> , or, and subject to <b>Our</b> agreement, where court proceedings have been issued or a conflict of interest arises, another legal adviser nominated by <b>You</b> .  |
| <b>Advisers' Costs</b>           | Reasonable legal fees and disbursements incurred by the <b>Adviser</b> with <b>Our</b> prior written authority. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against <b>You</b> in a civil court or <b>Underwriter's</b> agree to pay them and paid on the standard basis of assessment. |
| <b>Annual Limit of Indemnity</b> | The maximum amount payable under this insurance during any one <b>Period of Insurance</b> . The <b>Annual Limit of Indemnity</b> is:<br>Cover A, B, C, D, E & F:           No <b>Annual Limit of Indemnity</b><br>Cover G:                                 £200   |
| <b>Breakdown Costs</b>           | Call out costs, the cost of parts and labour charges incurred by a suitably qualified marine engineer or technician.  |
| <b>Excess</b>                    | The amount that <b>You</b> must pay toward any <b>Advisers' Costs</b> . The <b>Excess</b> is £1000 in relation to Covers A, B, C, D and F unless <b>You</b> agree to appoint <b>Our</b> panel solicitor to act for <b>You</b> .<br>A minimum <b>Excess</b> of £250 in relation to Cover F applies in any event.                                     |



## Section 9 – Legal Costs Insurance - continued

| Word                               | Meaning  |
|------------------------------------|--|
| <b>Identity Fraud</b>              | A person or group of persons knowingly using a means of identification belonging to <b>You</b> or <b>Your boat</b> without <b>Your</b> knowledge or permission with intent to commit or assist another to commit an illegal act.   |
| <b>Insured Incident</b>            | The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one <b>Insured Incident</b> shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.   |
| <b>Insured Period</b>              | The <b>Insured Period</b> shown in the Hull policy to which this cover attaches and which has been declared to <b>Us</b> and for which the premium has been paid.  |
| <b>Limit of Indemnity</b>          | The maximum payable in respect of an <b>Insured Incident</b> . The <b>Limit of Indemnity</b> is:<br>Cover A, B, C, D & F:           £100,000<br>Cover E:                             £2,500<br>Cover G:                             £200   |
| <b>Proceedings</b>                 | The pursuit or defence of civil proceedings to obtain damages and the defence of civil or criminal proceedings.  |
| <b>Standard Advisers' Costs</b>    | The amount of <b>Advisers' Costs</b> that would normally be incurred by <b>Underwriters</b> in using a nominated <b>Adviser</b> of <b>Our</b> choice.  |
| <b>Temporary Replacement Costs</b> | The reasonable market standard costs of bare boat chartering an equivalent boat to <b>Your boat</b> for the period of a trip planned prior to the <b>Insured Incident</b> .  |
| <b>Territorial Limits</b>          | Covers A & G: The cruising limits shown in the Hull policy to which this cover attaches.<br>All other Covers: member states of the European Union.   |
| <b>Underwriters</b>                | Inter Partner Assistance SA who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.  |
| <b>We / Our / Us</b>               | Arc Legal Assistance Ltd who have arranged this insurance and administer it on behalf of the <b>Underwriters</b> .   |
| <b>Vessel</b>                      | The <b>Vessel</b> insured under the Hull policy to which this cover attaches and which has been declared to <b>Us</b> and for which the premium has been paid.   |
| <b>You / Your / Yourself</b>       | Covers A: The owner of the <b>Vessel</b> and any authorised skipper, crew or guests<br>Covers B, D, E, F & G: The owner of the <b>Vessel</b><br>Cover C: The owner of the <b>Vessel</b> and any authorised skipper or crew.<br>If <b>You</b> die <b>Your</b> personal representatives will be covered to pursue cases covered by this insurance on <b>Your</b> behalf, which arose prior to <b>Your</b> death. |





## Section 9 – Legal Costs Insurance - continued

### Covers

#### Cover A – Uninsured Loss Recovery and Personal Injury Pursuit

| What is covered:  | What is not covered:  |
|---|---|
| <ul style="list-style-type: none"> <li>• <b>Advisers' Costs</b> incurred by <b>You</b> to pursue damages claims in <b>Proceedings</b> following a collision, impact, fire or flooding causing damage to <b>Vessel</b> against those whose negligence has caused <b>Your</b> injury or death or caused <b>You</b> to suffer uninsured losses.</li> </ul> | <ul style="list-style-type: none"> <li>• <b>Advisers' Costs</b> incurred in claims by <b>You</b> for <b>Proceedings</b> pursued against the owner, skipper or crew of <b>Vessel</b> or guests aboard <b>Vessel</b> at the time of the <b>Insured Incident</b>.</li> <li>• Claims arising from:               <ol style="list-style-type: none"> <li>a) Medical or clinical treatment, advice, assistance or care;</li> <li>b) Stress, psychological or emotional injury;</li> <li>c) Illness, personal injury or death which is caused gradually or is not caused by a specific event.</li> </ol> </li> </ul> |

#### Cover B – Contract Disputes

| What is covered:  | What is not covered:  |
|---|---|
| <ul style="list-style-type: none"> <li>• <b>Advisers' Costs</b> incurred by <b>You</b> to pursue or defend <b>Proceedings</b> following a breach of a contract that <b>You</b> have entered into for buying or selling goods or services for <b>Your</b> use in connection with <b>Vessel</b> including the purchase of <b>Vessel</b>.</li> <li>• The <b>Insured Incident</b> must have commenced after the start of the <b>Period of Insurance</b> or the start of the first period of continuous legal costs insurance held by <b>You</b>.</li> </ul> | <ul style="list-style-type: none"> <li>• <b>Advisers' Costs</b> where the legal jurisdiction of the contract is outside of the <b>Territorial Limits</b>.</li> <li>• Disputes arising prior to <b>You</b> taking delivery of <b>Vessel</b></li> <li>• Disputes arising from any commercial activity or venture for gain in connection with <b>Vessel</b> including chartering.</li> <li>• A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.</li> </ul> |

#### Cover C – Prosecution Defence

| What is covered:  | What is not covered:  |
|---|---|
| <ul style="list-style-type: none"> <li>• <b>Advisers' Costs</b> incurred by <b>You</b> to defend criminal prosecutions brought against <b>You</b> within a criminal court arising from <b>Your</b> ownership or use of <b>Vessel</b>.</li> <li>• <b>You</b> will only be covered for pleas in mitigation where such a plea has a reasonable prospect of reducing any penalty that may be awarded against <b>You</b>.</li> </ul> | <ul style="list-style-type: none"> <li>• <b>Advisers' Costs</b> arising from allegations of dishonesty, violence, deliberate, reckless or intentional acts, or whilst being in control of <b>Vessel</b> whilst under the influence of alcohol or drugs;</li> <li>• Damages, interest, fines or costs awarded against <b>You</b>.</li> </ul> |



## Section 9 – Legal Costs Insurance - continued

### Cover D – Identity Fraud

| What is covered:  | What is not covered:  |
|---|---|
| <ul style="list-style-type: none"> <li>• <b>Advisers' Costs</b> incurred by <b>You</b> in dealing with organisations that have been fraudulently applied to for credit, goods or services in <b>Your</b> name or which are seeking monies from <b>You</b> as a result of <b>Identity Fraud</b>.</li> <li>• <b>Advisers' Costs</b> incurred by <b>You</b> in liaising with credit referencing agencies and all other relevant organisations necessary on <b>Your</b> behalf to advise that <b>You</b> have been the victim of <b>Identity Fraud</b>.</li> <li>• <b>Advisers' Costs</b> incurred by <b>You</b> to defend <b>Your</b> legal rights and/or take reasonable steps to remove County Court Judgements against <b>You</b> that have been obtained by an organisation that <b>You</b> are alleged to have purchased, hired or leased goods or services from where <b>You</b> deny having entered in to the contract and allege that <b>You</b> have been the victim of <b>Identity Fraud</b>.</li> </ul> | <ul style="list-style-type: none"> <li>• Any financial losses incurred by <b>You</b> as a result of <b>Identity Fraud</b> other than <b>Advisers' Costs</b>;</li> <li>• Any claims where <b>You</b> are not the victim of <b>Identity Fraud</b>;</li> <li>• Any claim where the <b>Identity Fraud</b> has been committed by somebody <b>You</b> live with.</li> </ul> |

### Cover E – Temporary Replacement Costs

| What is covered:  | What is not covered:  |
|---|---|
| <ul style="list-style-type: none"> <li>• <b>Temporary Replacement Costs</b> incurred by <b>You</b> following a non-fault collision or impact resulting in accidental loss or damage to the <b>Vessel</b> of such severity <b>You</b> are unable to use it for a trip that was pre-booked prior to the <b>Insured Incident</b>.</li> </ul> | <ul style="list-style-type: none"> <li>• Claims where there is no identifiable and pursuable negligent third party;</li> <li>• Claims where <b>You</b> are unable to prove that <b>You</b> had pre-booked a trip prior to the <b>Insured Incident</b>.</li> </ul> |

### Cover F – Mooring Disputes

| What is covered:  | What is not covered:   |
|---|--|
| <ul style="list-style-type: none"> <li>• <b>Advisers' Costs</b> incurred by <b>You</b> to pursue or defend <b>Proceedings</b> following a dispute over the recorded moorings of the <b>Vessel</b>.</li> </ul> | <ul style="list-style-type: none"> <li>• Claims where the period of recorded mooring is less than 180 days.</li> </ul> |



## Section 9 – Legal Costs Insurance

### Cover G – Breakdown Costs

| What is covered:  | What is not covered:  |
|---|---|
| <ul style="list-style-type: none"> <li><b>Breakdown Costs</b> incurred by <b>You</b> following a mechanical breakdown to the <b>Vessel</b> which renders it unfit to encounter rivers, lakes and any other navigable waterway whilst away from the <b>Vessels</b> home berth</li> </ul> | <ul style="list-style-type: none"> <li><b>Breakdown Costs</b> incurred by <b>You</b> in repairing the mechanical breakdown <b>Yourself</b></li> <li><b>Breakdown Costs</b> arising from mechanical breakdown of the <b>Vessel</b> cause by the use of fuel containing FAME (fatty acid methyl ester)</li> <li><b>Breakdown Costs</b> following a mechanical breakdown where the <b>Vessel</b> was being used for any commercial activity or venture for gain including chartering.</li> <li><b>Breakdown Costs</b>, other than parts cover where Section 10 – Breakdown assistance is operative.</li> </ul> |

#### To make a claim

As soon as **You** have a problem that **You** may require assistance with under this section **You** should telephone the legal and claims advice line.

In general terms, **You** are required to immediately notify **Us** of any potential claim or circumstances which may give rise to a claim. If **You** are in any doubt whether a matter constitutes a notifiable claim or circumstance, **You** should contact the legal and claims advice line for assistance.

#### Assistance services

##### Legal and Claims Advice Line

**You** may use the 24 hour advisory service for telephone advice on any legal problem or to report a claim under this section.

Specialist lawyers are at hand to help. If **You** need a lawyer to act for **You** and / or **You** have any other problem which is covered under this section, the advice line will ask **You** to complete a claim form. If **Your** problem is not covered under this section, the advice line may be able to offer **You** assistance on a non-insured basis.

##### Emergency Breakdown Technical Advice Line

**You** should contact the 24/7 Breakdown Technical Advice Line following mechanical breakdown for advice on how to repair the mechanical problem. If the problem cannot be fixed over the telephone, where available, assistance may be provided to attend to **Vessel** and attempt to repair the breakdown.

This is a technical helpline only – there is no insurance cover under this helpline for any costs associated with attending and repairing the **Vessel** and no guarantee that attendance to the **Vessel** will be available. If attendance to the **Vessel** is provided the costs will not be covered under this insurance other than where described in Cover G. If Cover G does apply **You** will be responsible for paying any costs to the engineer and reclaiming these under the terms of this policy.



## Section 9 – Legal Costs Insurance - continued

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In the event of attendance to the **Vessel** via this service **You** will be required to subscribe to an annual mechanical breakdown assistance contract with Sea Start Ltd. The costs of subscription is not covered under the insurance policy.

### Travel Concierge Line

**You** can access the 24/7 Concierge Line for help with booking travel arrangements, local hotels, restaurants and theatre tickets etc.

To access any of these services please telephone: **0844 770 1092** and quote “Towergate Mardon - Freshwater Options”

### General Exclusions

1. There is no cover where:-
  - a) The **Insured Incident** began to start or had started before the **Insured Period**;
  - b) **You** should reasonably have realised when buying this insurance that a claim under this insurance might be made;
  - c) A reasonable estimate of the **Advisers’ Costs** is more than the amount in dispute;
  - d) **You** fail to give full information to **Us** or to the **Adviser**;
  - e) Something **You** do or fail to do prejudices **Your** position or the position of the **Underwriters** in connection with the **Proceedings**;
  - f) **Advisers’ Costs** or any other costs and expenses incurred have not been agreed in advance or are above those for which **We** have given **Our** prior written approval.
  
2. There is no cover for any claim directly or indirectly arising from: - Libel, Slander or verbal injury;
  - a) A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled;
  - b) A dispute between persons insured under this policy;
  - c) An application for a judicial review;
  - d) A novel point of law.
  - e) Defending or pursuing new areas of law or test cases.
  - f) A lease or licence to use property or land.
  - g) Constructing buildings or altering their structure.
  - h) Planning law.
  - i) Patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements and passing off.
  - j) Computer software other than proprietary packaged software that has not been tailored to **Your** requirements.
  - k) Professional negligence in relation to services provided in connection with a matter not covered under this insurance.



## Section 9 – Legal Costs Insurance

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3. There is no cover: -

- a) For **Advisers' Costs** or any other costs incurred in avoidable; correspondence or which are recoverable from a court, tribunal or other party or which are not reasonable or necessary;
- b) For the amount of **Advisers' Costs** in excess of **Our Standard Advisers' Costs** where **You** have decided to use an **Adviser** of **Your** own choice;
- c) Where **You** have other legal costs insurance cover or are entitled to public funding;
- d) For claims made by or against **Your** insurance adviser, the **Underwriters**, the insurers of the Hull policy to which this cover attaches, the **Adviser** or **Us**;
- e) For appeals without **Our** prior written consent;
- f) Prior to the issue of court proceedings, for the costs of any legal representative other than those of the **Adviser** unless expressly agreed by **Us**. Such agreement is entirely at **Our** discretion;
- g) For any costs which **You** incur and wish to recover which **You** cannot substantiate with documentary evidence.

4. Contracts (Rights of Third Parties) Act 1999 A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

### Conditions

1. Cancellation

**You** may cancel this insurance at any time by writing to **Your** insurance adviser providing fourteen days written notice.

**We** or **Your** insurance adviser may cancel the insurance by giving fourteen days notice in writing to **You** at the address shown on the schedule of the Hull policy to which this cover attaches, or an alternative address provided by **You**. No refund of premium shall be made.

2. Claims

- a) **You** must notify claims as soon as reasonably possible and within 180 days of the **Insured Incident**. **We** will provide **You** with a claim form which must be returned promptly with all relevant information;
- b) **We** may investigate the claim and take over and conduct the **Proceedings** in **Your** name. Subject to **Your** consent, which shall not be unreasonably withheld, **We** may reach a settlement of the **Proceedings**;
- c) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. If court proceedings are required or a conflict of interest arises, and **You** wish to nominate an **Adviser** to act for **You**, **You** may do so. Where **You** have elected to use an **Adviser** of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must:
  - i.) Confirm in writing that he will enable **You** to comply with his obligations under this insurance;
  - ii.) Agree with **Us** the rate at which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate an alternative **Adviser** and this nomination shall be binding.



## Section 9 – Legal Costs Insurance - continued

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- d) The **Adviser** will:
- i.) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgement obtained;
  - ii.) Keep **Us** fully advised of all developments and provide such information as **We** may require;
  - iii.) Keep **Us** regularly advised of **Advisers' Costs** incurred;
  - iv.) Advise **Us** of any offers to settle and payments into court. If against **Our** advice such offers or payments are not accepted there shall be no further cover for **Advisers' Costs** unless **We** agree in **Our** absolute discretion to allow the case to proceed;
  - v.) Submit bills for assessment or certification by the appropriate body if requested by **Us**;
  - vi.) Attempt recovery of costs from third parties.
- e) In the event of a dispute arising as to **Advisers' Costs We** may require **You** to change **Adviser**;
- f) **Underwriters** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are reasonable prospects of success;
- g) **You** shall supply all information requested by the **Adviser** and **Us**;
- h) **You** are responsible for any **Advisers' Costs** if **You** withdraw from the **Proceedings** without **Our** prior consent. Any costs already paid by **Us** will be reimbursed by **You**.

### 3. Disputes

Any dispute between **You** and **Us** may, where appropriate, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

### 4. Reasonable Prospects

At any time **We**, on behalf of the **Underwriters**, may form the view that **You** do not have a reasonable chance of winning the case and achieving a reasonable outcome. If so, **We** may decline support or any further support. In forming this view **We** may also take into account:-

- a) The amount of money at stake;
- b) The fact that a reasonable person without legal expenses insurance would not wish to pursue or defend the matter;
- c) The prospects of being able to enforce a judgement;
- d) The fact that **Your** interests could be better achieved in another way.

### 5. English Law

This contract is governed by English Law.

### 6. Language

The language for contractual terms and communication will be English.



## Section 10 – Breakdown assistance

This section only applies if noted on **Your Schedule** as operative – It is subject always to the cover provided, exclusions and additional clauses noted below.

Breakdown assistance is provided by River Canal Rescue Ltd (RCR). As a member of this organisation you will benefit from knowing that they are on hand should you suffer a breakdown. Please take some time to read though the following information before you set out cruising.

RCR operates 24 hours a day, 365 days a year. In the event of a breakdown RCR will send a qualified mechanic to investigate the breakdown and rectify where possible. If the problem cannot be resolved in situ RCR can organise for further work to be undertaken.

| When breakdown assistance cover is included within <b>Your Policy</b> it Provides:   | Limitations and exclusions:   |
|--|---|
| <ul style="list-style-type: none"> <li>• Nationwide Breakdown Assistance</li> <li>• Practical and technical telephone assistance</li> <li>• Crisis coordination &amp; message relay service</li> <li>• Home start &amp; provision pick up service</li> </ul> | <ul style="list-style-type: none"> <li>• Cover for boat owner only. Other users pay £40 per callout</li> <li>• 2 breakdowns per year</li> <li>• Recovery /Towing (pay on use)</li> <li>• Recovery of the vessel by road</li> <li>• Recovering the vessel and crew, if the vessel could have been repaired within a reasonable period of time at or near to the place of the breakdown</li> <li>• Any parts, components or materials used to repair the vessel</li> <li>• The attendance cost of a locksmith</li> <li>• Cost of a diver, crantage or slipway hire.</li> <li>• Cost of towing or repairs for severe damage to the rudder/skeg from hitting underwater obstacles</li> <li>• Clearing fouled propellers - where access cannot be gained</li> <li>• Repairs to bow thrusters.</li> <li>• Repairs due to taking on water or hull breach.</li> <li>• Callouts which are classified as being 'domestic issues'. Any parts, components or materials used to repair the vessel</li> </ul> |

### MEMBERSHIP INFORMATION

Unless we have agreed otherwise with you, in writing, English law governs this membership.

IF YOU ARE IN IMMEDIATE DANGER OF SINKING, OR IN A POSITION WHERE YOU ARE IN DANGER OF PERSONAL INJURY, YOU MUST FIRST CALL THE EMERGENCY SERVICES TO YOUR AID (phone 999)



## Section 10 – Breakdown assistance - continued

### WHAT TO DO IF YOU BREAKDOWN

If your vessel breaks down you must call the 24-hour rescue control centre on  
**0800 071 8021** (freephone)  
or our new LoCall tel no: 0845 006 8021 or landline 01785 248793

Please have the following information available when you phone:

- Your name and policy number.
- The phone number (including dialling code) you are calling from.
- The location of the broken-down vessel, including name of river or canal, landmarks.

**PLEASE STAY WITH YOU VESSEL UNTIL A RESCUE VEHICLE ARRIVES,**  
unless in immediate danger.

The address of River Canal Rescue is:

River Canal Rescue,  
Freepost NAT 11249,  
Stafford, ST17 0BR

Email: [enquiries@rivercanalrescue.co.uk](mailto:enquiries@rivercanalrescue.co.uk)

Web: [www.rivercanalrescue.co.uk](http://www.rivercanalrescue.co.uk)

Registered in England No. 4126409

VAT Registered No. 823673325

TERMS & CONDITIONS (full T&C's can be found at [www.rivercanalrescue.co.uk](http://www.rivercanalrescue.co.uk)) In these terms and conditions we use the following definitions:- "breakdown" Any engine-related, mechanical or electrical breakdown (failures and breakages), or damage (not including hull) which results in your not being able to sail your vessel.

- running out of fuel will attract a surcharge "Homestart" If the vessel breaks down at your home marina berth, we will attend the vessel and try to rectify the immediate problem. However, if the problem cannot be rectified, we will provide assistance in arranging the repair of your vessel at your cost, at your home marina, or by a suitably qualified person of your choice.
1. We will allow a maximum of 2 callouts each year under your membership, additional callouts will be chargeable at a rate of £40 per attendance.
  2. Membership will commence 72 hrs after your insurance becomes live, if you require immediate cover you must pay an additional premium and join as a full RCR member.
  3. The registered boat owner is covered for breakdown assistance, all other users will be charged £40 per breakdown attendance.
  4. **Your** membership covers the cost of the callout and an engineer's attendance for two hours, additional time can be allocated based on availability of RCR engineers.





## Section 10 – Breakdown assistance - continued

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5. For outboard repairs we offer a **Pick up and Drop off Service**; If the attending engineer can not resolve your issue, and the outboard requires a specialist we will remove your outboard, take to a specialist and once repaired (at your cost) return and refit the outboard. Mileage charge applies.
6. We do not repair any domestic appliances or electrics or plumbing associated with the domestic systems on your vessel.
7. When a contractor attends on behalf of RCR and the fault is diagnosed as terminal or requires 'extensive work', your membership will cover the callout charge and first hour of labour. A private agreement between you and the contractor will then take over.
8. There is no minimum call out time – however, we aim to assist within 4 hours.
9. Recovery is not provided under your membership and will be chargeable if required, and is dependent on the availability of RCR staff.
10. We are not obliged to answer call outs if the vessel is on a tidal river unless you are safely moored and accessible.\*
11. We can refuse to supply services if – in our reasonable opinion – the vessel is in such a condition or position that the health and safety of our staff or sub-contractors is endangered.
12. You must take all reasonable steps to prevent a breakdown and your vessel must not be sailed in a dangerous condition or until all recommended repairs have been carried out.
13. You must keep your vessel properly maintained and serviced.

### General Exclusions

You (and not us) will be responsible for the cost of:- Recovery of the vessel by road.

1. Recovering the vessel and crew, if the vessel could have been repaired within a reasonable period of time at or near to the place of the breakdown.
2. Any parts, components or materials used to repair the vessel.
3. The attendance cost of a locksmith
4. Cost of a diver, crane or slipway hire.
5. Cost of towing or repairs for severe damage to the rudder/skeg from hitting underwater obstacles.
6. Clearing Fouled propellers - where access cannot be gained
7. Repairs to Bow thrusters.
8. Repairs due to taking on water or hull breach.
9. Callouts which are classified as being 'domestic issues'.

\*we do provide cover on the tidal Trent



## Complaints Procedure

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Making a complaint

**Your Insurers** are committed to providing **You** with an exceptional level of service and customer care.

**Your Insurers** do realise that things can sometimes go wrong, when this happens, **Your Insurers** want to hear about it.

If it is about **Your Policy** please call **Towergate Mardon** or **Your Insurers**

If **Your** complaint is about a claim please contact whoever is currently dealing with **Your** claim.

In either case, if **You** wish to provide written details then please ensure that **You** provide the following details in addition to **Your** complaint:

- a. **Your** full name, postcode and contact phone number(s)
- b. type of **Policy** and **Your Policy** and/or claim number

Please write with full details (including **Policy** number and/or claim number) to **Towergate Mardon** or the **Insurer** who heads the list noted in **Your Schedule** for the appropriate policy section.

### **Towergate Mardon,**

New Zealand House,  
160 -162 Abbey Foregate,  
Shrewsbury,  
Shropshire, SY2 6AL  
Tel: 0870 156 6377 Fax: 0870 156 6378  
mardon@towergate.co.uk  
www.towergateinsurance.co.uk

Customer Relations Office  
RSA (Royal and Sun Alliance Insurance PLC)  
Bowling Mill  
Dean Clough Industrial Park  
Halifax. HX3 5WA  
Tel: 01422 325060 Fax: 01422 325146  
Email: customerrelationsoffice@ukroyalsun.com

Head of Customer Care  
AXA Insurance  
Civic Drive  
Ipswich  
Suffolk. IP1 2AN  
Tel: 01473 205926 Fax: 01473 205101  
Email: customercare@axa-insurance.co.uk

The Chief Executive  
Aviva Insurance UK Limited  
Surrey Street  
Norwich. NR1 3NG  
Tel : 01603 622200 Fax: 01603 683659



## Complaints Procedure - continued

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The Complaints Department  
Lloyd's of London  
1 Lime Street  
London. EC3M 7HA  
Tel: 020 7327 5693 Fax: 020 7327 5225

The Chief Executive  
Inter Partner Assistance  
C/O Arc Legal Assistance Limited  
The Gatehouse, Lodge Park  
Lodge Lane  
Colchester. CO4 5NE  
Tel: 0844 770 9000  
Email: enquiries@arclegal.co.uk

Financial Ombudsman Service  
If **You** have received a final response and **You** are still not satisfied **You** may refer **Your** case to the Financial Ombudsman Service (FOS).

The Ombudsman can be contacted at:  
Insurance Division  
Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London. E14 9SR  
Tel: 0845 080 1800 Fax: 020 7964 1001

Contacting the FOS will not affect **Your** right to take legal action.

**Towergate Mardon** and **Your Insurers** promise to **You** that they will:

- a. acknowledge written complaints promptly;
- b. investigate quickly and thoroughly;
- c. keep **You** informed of progress;
- d. do everything possible to resolve **Your** complaint;
- e. learn from their mistakes;
- f. use the information from complaints to continuously improve their service.

Telephone calls may be recorded and monitored.

### **Financial Services Compensation Scheme**

**Your Insurers** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event **Your Insurers** cannot meet their obligations to **You**. This depends on the type of insurance and circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk))

**Towergate Mardon** is a trading name of Towergate Underwriting Group Limited  
New Zealand House, 160-162 Abbey Foregate, Shrewsbury SY2 6AL  
Tel: **0870 1566377** Fax: **0870 1566378**  
E-mail: [mardon@towergate.co.uk](mailto:mardon@towergate.co.uk) [www.towergatemardon.co.uk](http://www.towergatemardon.co.uk)



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