

Pleasure Craft Policy



Pleasure Craft Underwriting Agent for Aviva





a guide to your pleasure craft policy

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schedule

definition of words

The following words and expressions shall have the same meaning wherever they are used in the policy or **Schedule**, unless the context otherwise requires, and are highlighted in this policy by being shown in bold type i.e. **Vessel**, **Excess**, etc.

Actual Total Loss

means a loss where the **Vessel** is completely destroyed or irretrievably lost.

Assured

means the person, persons or company named in the **Schedule** as the policyholder or policyholders. Any reference in this policy to you or your is a reference to the **Assured**.

Aviva/The Insurer/Our/ We/Us

means Aviva Insurance Limited.

Constructive Total Loss

means a loss that occurs in the following circumstances

- where you have been deprived of possession of the **Vessel** by a peril insured by this policy and it is unlikely that you will recover possession;
- where an **Actual Total Loss** appears to be unavoidable;
- where the cost of recovering or preventing an **Actual Total Loss** would exceed the total sum insured in the **Schedule**;
- where the cost of repairs arising from an **Incident** would exceed the sum insured in the **Schedule**.

In ascertaining whether the **Vessel** is a **Constructive Total Loss** the sum insured shall be taken as the repaired value and no account shall be taken of the damaged or break-up value of the **Vessel** or her wreck.

Cruising Limits

means the geographical area as shown in the **Schedule** within which we have agreed to insure the **Vessel**.

Excess

means the sum shown in the **Schedule** against each section which is the amount to be deducted from your total claim for each section in respect of each separate **Incident**. If an **Incident** produces a claim under more than one section of the policy, only the highest applicable **Excess** will apply.

In Commission and Laid-up.

The **Vessel** is **In Commission** when she is fitted out and ready for immediate use.

The **Vessel** is **Laid-up** when she is not ready for immediate use; she has neither stores nor provisions on board and all removable gear and equipment has been stored ashore.

Incident

means an accident or occurrence (or series of accidents or occurrences arising from the same originating cause) recoverable under the terms of this policy.

Medical Expenses

means the reasonable expenses of necessary medical, surgical, ambulance, hospital and/or professional nursing services and/or, in the event of death, funeral expenses, incurred as a result of bodily injury.

Personal Effects

means personal possessions belonging to you or members of your immediate family who live with you which do not form part of the **Vessel** and which are temporarily taken on board the **Vessel** for personal use.

This term also includes wet weather clothing, safety equipment, binoculars and telescopes and navigational aids and equipment belonging to you, your family or your passengers whilst on board and used in conjunction with the **Vessel**.

Schedule

means the page(s) attached to your policy document which show, amongst other things, your details and those of the **Vessel**; the Period of Insurance; the sums insured; the **Cruising Limits**; the **Laid-up** period and location; any Special Terms, Conditions and Warranties; the **Excess** and the premium.

Speedboat

means a mechanically powered **Vessel** capable of a speed of 17 knots or more.

Vessel

means the hull, machinery, trailer(s), gear and equipment which would normally be sold with the Insured **Vessel** if she changed hands. This includes any dinghies or tenders permanently marked with the name or number of the Insured **Vessel** and any outboard motors, additional equipment or trailers whose sum insured is specified separately in the **Schedule**. For the purposes of this definition, the Insured **Vessel** shall be deemed to include any part or parts of the Insured **Vessel**.

How to Claim

If you want to make a claim under this policy, call us on 01636 707606.

Your cancellation rights

You have the right to cancel your policy during a period of 14 days after the later of the day of purchase of the contract or the day on which you receive your policy documentation.

If you wish to do so, and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid.

Alternatively, if you wish to do so and if the insurance cover has already commenced, you will be entitled to a refund of the premium paid subject to a deduction for the time for which you have been covered. This will be calculated on a pro-rata basis for the period in which you received cover and will include an additional charge to cover the administrative cost of providing the policy.

To exercise your right to cancel, please contact Noble Marine (Underwriting Agencies) Ltd, Clinton House, Lombard Street, Newark, Notts NG24 1XB.

If you do not exercise your right to cancel your policy, it will continue in force for the term of the policy and you will be required to pay the premium as stated.

The Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme ("FSCS"). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS.

S/TP/0007

pleasure craft policy

How your Insurance operates

Please examine this policy and **Schedule** carefully to make sure you have all the protection you need.

Almost certainly your needs will change. If they do, please let us know – your policy is designed for easy amendment or extension.

This policy is a contract between us, the **Insurer**, and you, the Policyholder. Where a word is printed in bold type i.e. **Assured**, you should refer to the **Definition of Words** section contained in the policy, where these words are defined for the purpose of this policy.

The proposal form and declaration which you signed, together with the **Schedule** and this policy form are the basis of the contract.

We agree to pay for damage, liability, losses or costs, as set out in this policy or in any amendment which we authorise which occur during any period of insurance for which you have paid a premium, subject always to the general terms, conditions and exceptions of this policy.

The period of insurance is for a fixed period indicated in the **Schedule**. At the end of this period renewal may be offered with or without changes to the policy wording or premium. We will advise you of any changes in writing before the end of the period of insurance. We reserve the right not to invite renewal of the policy or you may choose not to accept our invitation to renew.

You should note that any person using the Vessel with your express permission must also comply with the terms and conditions of this policy.

Complaints Procedure

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

What will happen if you complain?

- We will acknowledge your complaint within 2 working days of receipt
- We aim to resolve complaints within 5 working days
- Once an assessment and full investigation of your concern has been made, we will respond with a decision.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update and give you an expected date of response. This will not be beyond 20 working days from when you first made your complaint.

If you remain unhappy with the decision you receive from the local branch you may write to the Chief Executive. If you are dissatisfied with our final decision, you can refer the matter to the Financial Ombudsman Service (FOS).

The FOS will only consider your complaint if you have given us the opportunity to resolve it and you are a private policyholder, a business with a group annual turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million.

Please follow the steps below. If, however, we do not resolve your complaint within 40 working days, the FOS will accept a direct referral.

Whilst we are bound by the decision of the FOS, you are not. Following the complaint procedure does not affect your right to take legal action.

What should I do?

The steps you should take if dissatisfied

Step 1 Seek resolution by your insurance adviser or usual Aviva point of contact.

If you are disappointed with any aspect of the handling of your insurance we would encourage you, in the first instance, to contact the manager concerned. You can write or telephone, whichever suits you, and ask your contact to review the problem.

Step 2 Refer your complaint to our Chief Executive

If you remain unhappy with the decision you receive, please write with full details including Policy number and/or claim number, to:

Chief Executive UK Insurance, Aviva,
Surrey Street, Norwich NR1 3NS

A review of the matter will then be carried out at a senior level and a final decision given.

Step 3 Refer your complaint to the Financial Ombudsman Service

If after making a complaint to us you are still unhappy and you feel the matter has not been resolved to your satisfaction please contact the FOS at:

Financial Ombudsman Service, South Quay
Plaza, 183 Marsh Wall, London E14 9SR
Telephone: 0845 080 1800

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

Arbitration

Any dispute or difference arising in connection with this policy shall be referred to a sole Arbitrator, who shall be appointed in accordance with Section 16(3) of the Arbitration Act 1996. The seat of the Arbitration shall be London, England and shall be governed by this Act. If the parties to this contract fail to appoint an Arbitrator, in accordance with this Act, the appointment shall be made by the current President of the Chartered Institute of Arbitrators. The Arbitrator shall decide the dispute in accordance with the laws of England and Wales.

Choice of Law

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

- 1) You and the Insurer agree otherwise; or
- 2) At the date of the contract you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

section 1 loss/damage

(subject to the general terms, conditions and exceptions in this policy)

We will pay for:

a) Loss/Damage, Actual or Constructive Total Loss, Salvage and Salvage Charges

- accidental physical loss of or damage (including malicious damage unless caused by the reckless misconduct of the **Assured**) to the **Vessel** whilst **In Commission, Laid-up** or at a place of storage ashore and during any lifting and hauling out, launching or similar customary procedure and whilst undergoing survey or normal maintenance.
- expenses reasonably incurred to sight the bottom of the **Vessel** after a stranding, even if no damage is found.
- the reasonable reduction in the market value of the **Vessel** at the expiration of this policy due to unrepaired damage attributable to a loss covered by this policy. The amount recoverable shall not however exceed the reasonable cost of repairs.
- all sums which you shall become legally liable to pay and shall pay in respect of salvage and salvage charges, reduced proportionately if the Sum Insured represents less than the **Vessel's** value.

Except as provided for below and in the "New for Old" section, the maximum sum we will pay in respect of loss or damage, salvage or salvage charges arising from each separate **Incident** in respect of any one insured item is the Sum Insured shown for that item in Section 1 of the **Schedule**.

The maximum sum we will pay in respect of damage to an outboard motor will be the reasonable cost of repairs, not exceeding the market value of the motor immediately before the damage occurred. The maximum sum we will pay in respect of the **Actual or Constructive Total Loss** of an outboard motor will be the market value of the motor immediately before the loss occurred.

Claims in respect of the **Actual or Constructive Total Loss** of protective covers, sails, masts, spars, standing and running rigging, the age of which exceeds three years at the time of loss, shall be recoverable only to the extent of two-thirds of their new replacement cost.

New for Old Cover

This section applies only to a **Vessel** lost or damaged within three years of the completion of its manufacture and does NOT apply to outboard motors.

We will pay for the cost of repair without any deduction in respect of new for old and/or wear and tear.

If as a result of loss or damage the **Vessel** is an **Actual or Constructive Total Loss** we will pay for either:

- a new **Vessel** of the same make, model and specification
OR
- if the **Vessel** is no longer in production, a new **Vessel** of a similar model and specification costing up to 120% of the Sum Insured shown in Section 1 of the **Schedule**.

We will not pay for:

a) the Excess specified in the Schedule. The Excess shall not apply to claims in respect of:

- the **Actual or Constructive Total Loss** of the entire **Vessel**
- Sue and Labour

b) loss or damage arising through or consequent upon: loss of use, ordinary wear and tear, the ordinary action of the wind and waves and/or natural decay.

c) loss of or damage to consumable stores, moorings, fishing gear or **Personal Effects**.

d) loss of or damage to the **Vessel** whilst under major repair or undergoing alteration.

e) theft of outboard motors whilst fitted to the **Vessel**, unless secured with an anti-theft device in addition to the normal method of attachment.

f) loss of or damage to the **Vessel's** outboard motors through their dropping off or falling overboard, unless secured to the **Vessel** at the time of loss by a suitable safety chain or strap.

g) electrical or mechanical breakdown failure or derangement of the **Vessel**, unless as a result of:

- fire or explosion
OR
- the **Vessel** sinking or the **Vessel** stranding or colliding with any external substance other than water
OR
- the **Vessel** being immersed as a result of heavy weather.
OR
- the negligence of any person whatsoever provided that you have taken all reasonable and proper steps or measures to ensure the safety of the **Vessel**

h) damage to machinery caused by frost.

i) theft of gear equipment or machinery unless:

- such items are permanent fixtures of the **Vessel** and are forcibly removed
OR
- the theft follows forcible entry into and/or exit from the **Vessel** or a locked place of storage on the **Vessel** or ashore
OR
- such items are stolen with the **Vessel**.

j) the cost of making good any defect to the **Vessel** caused by or attributable to faulty workmanship carried out on your behalf.

k) loss or expenditure incurred:

- to remedy any fault
OR
 - to replace or repair any defective part
OR
 - by reason of betterment or alteration in design or construction
- caused by or attributable to a latent defect or error in design or construction of the **Vessel**

l) any unrepaired damage in the event of a subsequent **Actual or Constructive Total Loss** of the **Vessel** during this policy.

We will pay for:

b) Sue and Labour

- expenses reasonably and properly incurred by you to avert or minimise a loss covered by this section of the policy.

The maximum sum we will pay in respect of Sue and Labour for each insured item arising from each separate **Incident** is the item's Sum Insured shown in Section 1 of the **Schedule**. Sue and Labour claims are recoverable in addition to any other claim payment made under (a) above.

transit clause

We will pay for:

Accidental physical loss of or damage to any **Vessel** whose overall length does not exceed 9 metres whilst in transit by road, rail or ferry including whilst being loaded or unloaded.

We will not pay for:

The additional following exclusions apply to a Speedboat

- m) loss of or damage to the **Vessel** if fitted with inboard machinery and caused by or arising through fire or explosion unless the **Vessel** is equipped in the engine room (or engine space) and tank space with an automatic fire extinguishing system or one which has controls at the steering position AND in the galley or galley area with either:
 - an automatic fire extinguishing system or one which has controls at the steering position
OR
 - a manual fire extinguisher and a fire blanket which are both installed in an accessible position.
- n) loss of or damage to the **Vessel** if under 5 metres in length and arising from it being sunk, stranded, swamped, immersed or breaking adrift whilst left afloat and with no responsible able-bodied adult on board.
- o) loss or damage arising whilst the **Vessel** is participating in racing or speed tests, or any trials in connection with either of these.

We will not pay for:

- a) the **Excess** specified in the **Schedule**.
- b) any other loss or damage or other matter or item excluded by Section 1 of this policy.
- c) loss or damage to the **Vessel** caused by chipping, scratching, denting and/or bruising and the cost of consequent repainting or revarnishing.
- d) loss or damage to the **Vessel** whilst in transit unless the **Vessel** is:
 - carried on a trailer fit for the purpose intended and towed by a suitable vehicle
OR
 - fitted in a purpose built cradle and carried by a professional haulier
OR
 - where suitable, securely lashed or fastened to a vehicle roof rack.
- e) loss or damage to the trailer tyres through the application of brakes or by road punctures, cuts or bursts.
- f) theft of the **Vessel** whilst left unattended on any trailer and/or theft of the **Vessel's** trailer unless the trailer is immobilised and/or fitted with a suitable anti-theft device.

section 2 third party liability

(subject to the general terms, conditions and exceptions in this policy)
Please look at the Schedule in force to see if this section applies

We will pay:

- a) All sums which you shall become legally liable to pay and shall pay by reason of your interest in the **Vessel** and arising out of an **Incident** occurring during the Period of Insurance in respect of:
- loss of or damage to property
 - loss of life, personal injury or illness to any person
 - any attempted or actual raising, removal or destruction of the wreck of the **Vessel** or any neglect or failure to raise, remove or destroy her
 - the cost incurred by you, after deduction of the proceeds of salvage, of the removal of the wreck of the **Vessel** from any place owned, leased or occupied by you.

The maximum sum we will pay in respect of this section arising from each separate **Incident** is the Sum Insured shown in Section 2 of the **Schedule**.

- b) Legal costs incurred by you or which you are compelled to pay and shall pay, provided our prior written consent has been obtained, in:
- contesting or limiting your liability
 - your representation at any coroner's inquest or fatal accident enquiry.

The maximum sum we will pay in respect of legal costs arising from each separate **Incident** is the Sum Insured shown in Section 2 of the **Schedule**. However, if the total amount of loss in respect of (a) above exceeds the Sum Insured shown in Section 2 of the **Schedule** any legal costs incurred will only be recoverable in the proportion that the Sum Insured shown in Section 2 of the **Schedule** bears to the total amount of loss for (a) and (b) above.

Under this Section 2(b) you shall have the freedom to entrust the defence of your interests to a lawyer of your choice in any inquest, enquiry or proceedings against you, or to serve your interests whenever a conflict of interest arises.

The protection provided by this Section 2 shall extend only to persons navigating or in charge of the Vessel with the named Assured's express permission.

We will not pay for:

- a) the **Excess** specified in the **Schedule**.
- b) any liability to you incurred by any other person navigating or in charge of the **Vessel** with your express permission.
- c) your liability to any person employed in any capacity whatsoever by you.
- d) the liability of any person who operates, owns or is employed by the owner or operator of, a shipyard, marina, repair yard, slipway, yacht club, sales agency or similar organisation.
- e) any legal costs incurred without our prior written consent.
- f) any liability to or incurred by any person engaged in a sport or activity, other than water-skiing, while being towed by the **Vessel** or preparing to be towed or after being towed until safely onboard or ashore.
- g) any liability arising whilst the **Vessel**
- is in transit by rail or ferry
 - is being carried by a motor vehicle
 - is being towed by or is attached to a motor vehicle or has broken away or become inadvertently detached from a motor vehicle.
- h) any punitive or exemplary damages.

The exclusions in this section shall extend to any person navigating or in charge of the Vessel with the express permission of the named Assured, and where reference is made in the exclusions to you or your it shall be deemed to include a reference to such person or persons.

section 3 personal effects

(subject to the general terms, conditions and exceptions in this policy)
Please look at the Schedule in force to see if this section applies

We will pay for:

Accidental physical loss of or damage to **Personal Effects**.

The amount shown as the Sum Insured in Section 3 of the **Schedule** is the maximum sum we will pay in respect of loss of or damage to **Personal Effects** resulting from each separate **Incident**.

Unless specially agreed by us the maximum sum we will pay in respect of any one article is £250.

Average

This Section 3 is subject to the condition of average, that is to say, if the **Personal Effects** are at the time of any loss or damage of a higher value than the amount they are insured for you shall only be entitled to recover your loss in the proportion that the amount they are insured for bears to their actual value.

We will not pay for:

- a) the **Excess** specified in the **Schedule**.
- b) any other loss or damage or other matter or item excluded by Section 1 of this policy except as provided for under this section.
- c) loss or damage caused by or arising from gradual deterioration, damp, mould, mildew, vermin or moth
- d) the breakage of articles of a brittle nature unless caused by:
 - the **Vessel** being stranded, sunk or burnt
 - fire, lightning or explosion
 - collision with another **Vessel**
 - the extraordinary action of the wind and waves
 - burglars or thieves
- e) loss or damage to cash, currency, banknotes, traveller's cheques or other types of negotiable or non-negotiable instruments including promissory notes and bearer bonds.
- f) loss or damage to water-skis, diving equipment or fishing gear and tackle unless as a direct result of:
 - fire
 - theft following forcible entry into and exit from the **Vessel**
 - the **Vessel** being completely destroyed or irretrievably lost.

section 4 medical expenses

(subject to the general terms, conditions and exceptions in this policy)
Please look at the Schedule in force to see if this section applies

We will pay for:

Medical Expenses incurred by you, a member of your immediate family or a passenger following an **Incident** whilst on board, boarding or disembarking from the **Vessel**. This includes **Medical Expenses** incurred by you, a member of your immediate family or a passenger following an **Incident** during racing.

The maximum sum we will pay for **Medical Expenses** *per person* in respect of each separate **Incident** is the Sum Insured shown in Section 4(a) of the **Schedule**.

The maximum sum we will pay for all claims for **Medical Expenses** in respect of each separate **Incident** is the Sum Insured shown in Section 4(b) of the **Schedule**.

We will not pay for:

- a) the **Excess** specified in the **Schedule**.
- b) the **Medical Expenses** of any person employed by you in any capacity whatsoever or with whom you have any contract or agreement.
- c) the **Medical Expenses** of any person whilst on board, boarding or disembarking the **Vessel** without your permission.
- d) **Medical Expenses** incurred more than one calendar year after the **Incident**.
- e) **Medical Expenses** incurred other than as a result of bodily injury.
- f) **Medical Expenses** caused by or contributed to or arising from:
 - HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) however caused and/or any mutant derivatives or variations thereof.
 - a material fact known to the claimant prior to boarding the **Vessel**, unless disclosed and agreed in writing by **us**.
- g) **Medical Expenses** which are the result of:
 - the claimant's self-injury or any wilful act of self exposure to peril (other than in an attempt to save human life).
 - the claimant being under the influence of drugs (other than those prescribed by a registered Doctor but not when prescribed for the treatment of drug addiction).
 - the claimant's abuse of solvents or alcohol.
 - the claimant's pregnancy or childbirth, where the pregnancy has exceeded 28 weeks.
- h) **Medical Expenses** which are the result of you, your family or passengers being on board a **Speedboat** during racing, speed tests or trials in connection with these.

general conditions

(which apply to the whole policy)

1. Automatic Termination

It is important for you to note that this policy will terminate automatically and we will not be liable under this policy in the following circumstances:

a) Lawful Use Only

if the Vessel is used for unlawful purposes or operated in an unlawful manner.

b) Assignment of the Policy

if you assign the benefit of this policy to anyone without first obtaining our written consent.

c) Private Pleasure Use

if the Vessel is used for anything other than private pleasure purposes and/or if the Vessel is let out for hire or reward.

d) Use as a House boat

if the Vessel is used as a houseboat.

e) Cruising Limits

if the Vessel is navigated or is navigating outside the Cruising Limits shown in the Schedule.

f) Laid-up Period

if the Vessel is not Laid-up at the location and for the period shown in the Schedule.

g) Towing

if the Vessel tows or is towed, except as is customary or in an emergency.

h) Modification

if any modification, structural alteration or addition is made to the Vessel and/or if there is a change in the Vessel's use.

2. Cancellation

You may cancel the policy at any time by letter. We may cancel your policy or any section of it by giving seven (7) days notice by recorded delivery or registered letter to your last known address. Whether or not such notice of cancellation has been given this policy shall **TERMINATE AUTOMATICALLY** upon the occurrence of one of the following:

- at the time the Vessel is sold or transferred to new ownership or management or when there is a change in the controlling interest(s) of the company which owns the Vessel. If the Vessel is at sea at this time termination shall be suspended until arrival of the Vessel at the next port or place of safety.
- upon the occurrence of any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- upon the outbreak of war (whether there be a declaration of war or not) between any of the following countries:
United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China
- in the event of the Vessel being requisitioned, either for title or use.

3. Return of Premium

Returns of premium will only be given upon termination or cancellation of this policy. The amount of any return of premium will depend upon how long the policy has been in force. If there has been a claim in the current period of insurance no return of premium will be given.

4. Double Insurance

This policy does not cover any loss, damage, expense or liability which, if this insurance did not exist, is or would be covered at the time of such loss, damage, expense or liability under any other insurance. In such circumstances we shall only pay for any excess beyond the amount which would have been payable under the other insurance if this insurance had not been effected.

5. No Claims Bonus

If no claim is made or arises under this policy in a period of insurance of not less than 12 consecutive months which includes an **In Commission** period of not less than 4 months in total, we will reduce your renewal as follows:

Claim free Period of Insurance	No Claim Discount premium reduction
1 year	5%
2 years	10%
3 years	15%
4 years	20%
5 years	25%

If only one claim is made or arises during any period of insurance the premium reduction at next renewal will be:

No Claim Discount at last renewal	No Claim Discount premium reduction at next renewal
5%	Nil
10%	Nil
15%	5%
20%	10%
25%	15%

If more than one claim is made or arises in any period of insurance, the No Claim Discount will be reduced to Nil at next renewal.

If this policy applies to more than one Vessel, your No Claim Discount will apply as if a separate policy had been issued for each Vessel.

No Claim Discount is not transferable from one person to another.

Protected No Claims Bonus

Your No Claims Bonus will be unaffected at renewal, by any claims made in the current period of insurance if:

- you are entitled to the maximum No Claims Bonus (25%)
AND
- your Schedule shows that your No Claims Bonus is protected.

general exceptions

(which apply to the whole policy)

This policy does not insure the Vessel against, and we will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from out of or in connection with:

1. Radioactive Contamination

- a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

2. Requisition or Pre-emption

the **Vessel** being seized, taken over or purchased by a military or other authority under powers granted by a State, government or any public or local authority or body irrespective whether such requisition or pre-emption is for title or use, compulsory or voluntary.

3. Sonic bangs

pressure waves caused by aircraft or other aerial devices

4. Legal Process

- a) capture seizure arrest restraint detainment confiscation or expropriation by or under
 - the order of the government or any public or local authority of the country in which the **Vessel** is owned or registeredOR
 - quarantine regulations or by reason of infringement of any customs or trading regulations.
- b) the operation of ordinary judicial process, failure to provide security or to pay any fine or penalty or any financial cause.

5. War between the Major Powers

the outbreak of war (whether there be a declaration of war or not) between any of the following countries:
United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China

claims procedure

To enable us to consider any claim promptly and efficiently you must:

1. Forward to **us** every writ, summons, legal process or other communication in connection with the claim immediately upon receipt.
2. Give all necessary information and assistance that **we** may reasonably require in connection with or arising from the claim.
3. Not admit liability or make an offer or promise of payment without **our** prior written consent.
4. Notify the police, as soon as is reasonably possible, of any loss or damage caused by theft or malicious damage.
5. After an **Incident**, immediately take all proper and reasonable steps to minimise the effects of any **Incident** and prevent any further accident, injury, loss or damage resulting from the **Incident**.
6. After an **Incident**, take steps to mark any wreck as soon as reasonably possible.
7. Not alter the condition of the damaged property (unless complying with (5) or (6) above) until after **our** surveyor has seen it.
8. Permit **us** to:
 - a) take over and deal with in your name the defence or settlement of any claim.
 - b) take proceedings in your name, but at **our** expense, to recover for **our** benefit the amount of any payment made under this Policy.
 - c) decide where any repairs are carried out following an **Incident**.
 - d) take tenders or to require tenders to be taken for repairs following an **Incident**.



Underwritten by
Aviva Insurance Limited
Registered in Scotland No 2116
Registered Office Pitheavlis Perth Scotland PH2 0NH