

## GENERAL NOTES

### Material facts disclosure

There is an obligation implied in this contract of insurance to advise **us** of any **material fact** which affects the risk. If **you** are in any doubt as to whether a fact is material then it should be disclosed.

### Policy term

Policy term is as agreed and stipulated in the **policy schedule** and is one of the following:

*Yearly policy* - Runs for 365 days from the commencement date shown on the **policy schedule**. This type of policy automatically renews annually.

*Lunar Monthly* - Runs for and premiums are collected on, equal periods of 28 days. This type of policy automatically renews every 28 days.

*Calendar Monthly* - Runs for and premiums are collected on a calendar month basis. This type of policy automatically renews every calendar month.

Automatic renewal is subject to receipt of premium.

## RENEWALS

These terms and conditions include a provision that **your** insurance cover will automatically renew at the end of the insured term unless **you** specifically tell **us** that **you** do not wish for **your** insurance to renew.

By agreeing to these terms and conditions, **you** are also confirming that upon each renewal of **your** policy, unless **you** tell **us** otherwise, **you** want **us** to make the following changes to the terms of **your** insurance:

- (a) Such changes as **we** believe, in good faith:
- (i) are appropriate for the type of policy **you** hold with **us**; and
  - (ii) will produce an overall benefit for **you**.

Those changes may include changes to the scope of the insurance cover (i.e. what is insured), the benefits which **your** policy provides, and associated changes to the cost of insurance.

- (b) Such other changes which **we** believe, in good faith, **we** have a valid reason to make. Those changes may include:
- (i) changes made to clarify the terms of the policy;
  - (ii) changes which are necessary to reflect changes in applicable laws and regulations; and
  - (iii) changes to the cost of the insurance cover to reflect changes in **our** own costs and other economic considerations.

**We** do appreciate, however, that when the time comes **you** may not want **us** to make those changes, and **we** explain below the protections **we** will put in place to ensure that **you** have an opportunity to consider those changes and to refuse them, should **you** wish to do so, before **your** insurance is renewed.

**We** will always provide **you** with full written details of any changes which **we** intend to make to the terms of **your** insurance cover at least 21 days before **your** policy is due

for renewal, which is when those changes would be due to take effect. **We** will not be entitled to make any changes unless **we** provide **you** with those details within that time-frame.

**you** will then have the right to tell **us**, within 14 days of receiving those written details, that **you** do not wish **your** policy to be changed in the manner notified to **you**. If **you** exercise that right, **we** will give **you** the opportunity to either:

- (a) renew **your** policy without any changes;
- (b) renew **your** policy subject to any alternative changes which **we** may offer to **you**; or
- (c) not renew **your** policy at all.

**you** can also cancel **your** policy at any time in any case. Full details relating to **your** cancellation rights are set out in the policy terms.

## INTRODUCTION

**We** have pleasure introducing this insurance policy from E&L<sup>®</sup>, for people who own pleasure **craft**. Much careful research went into devising the policy. **We** hope **you** will be pleased with the level of cover and the service **We** are offering.

The policy details the cover **we** provide. Please read the policy and **your policy schedule** as soon as **you** receive them. If **you** do not keep to the conditions, **your** policy could become void or **we** may not be able to accept liability for a claim. If **you** are not entirely happy with the cover provided, return it to **us** within 14 days without making a claim, **we** will then cancel the policy and refund the whole of **your** premium.

This is a master policy wording showing all Sections of cover available for this type of insurance. Some sections of cover offered may not apply to **your** insurance. Please check **your policy schedule** to see what sections of cover are applicable to **your** insurance cover. A policy **excess** applies to all Sections of cover unless stated differently in the **policy schedule**.



F.D. Martin  
Chief Executive Officer  
Signed on behalf of The Equine & Livestock Insurance Company Limited.

## IMPORTANT NOTES

The policy is a contract of insurance. This policy may include new benefits, conditions and so on. **We** recommend **you** read this policy carefully, as it may be different from what **you** have seen before.

**you** will be covered by this policy from the date **you** go on cover with **us** by phone or the date on which **we** receive and accept **your** fully completed proposal form whichever is soonest.

The proposal form **you** fill in is the basis of this contract. **We** will provide insurance under this policy for those specific sections detailed in the **policy schedule** or any endorsement.

The **policy schedule** is important. It lists the cover **you** have chosen, it is proof of **your** insurance and it may be needed if **you** have a claim. **We** will not be liable for more than the limit of cover shown in the relevant part of the **policy schedule**. The policy depends on warranties (promises), conditions and exclusions, as detailed in this policy wording and **your policy schedule**.

**We** as the insurer and **you**, as the insured, are entitled to choose the law applicable to this contract of insurance. **We** propose English Law and in the absence of any agreement to the contrary, English Law will apply.

## GEOGRAPHICAL LIMITS

This policy does not cover any damage, loss or liability arising outside the United Kingdom, Channel Islands or Isle of Man, or their coastal waters except as set out in Section 1.

## DEFINITIONS

**Agreed value** - the value of the **craft** as agreed by **Us** at policy inception or renewal as the amount of settlement that will be paid in the event of total or **constructive total loss** as accepted by **Us**.

**Bodily injury** - injury, which is sustained by **you** during the period of this policy; and is caused by an accident solely and independently of any other cause, except illness directly resulting from, medical or surgical treatment rendered necessary by such injury. Includes death or disablement within 365 days from the date of the accident by which such injury is caused.

**Compound** - securely locked area surrounded by a man-made structure made of posts of timber, concrete or metal connected by wire netting, rails or boards.

**Craft** - the vessel specified in the **policy schedule** inclusive of fittings, engines, machinery, equipment and gear normally sold with the vessel, tenders up to £500 in value if specified in the **policy schedule**.

**Cruising limits** - non-tidal inland waters or coastal waters (max. 12 nautical miles) of the UK/Continental Europe.

**Excess** - the amount **you** must pay towards each and every claim except for **total loss/constructive total loss** claims. If claims are made under more than one section of cover, an **excess** will apply to each section of cover under which a claim is made.

**General average** - act of sacrifice or loss voluntarily incurred where the voyage is in peril for the common safety of all on board.

**Immediate family** - spouse or person living with **you**, children or parents.

**In commission** - the **craft** is ready for use, including launching, lifting/hauling out.

**Insured perils** - fire, explosion including smoke/water damage, violent theft, perils of the sea/lakes/rivers/navigable waters (excluding ordinary action of wind, waves and inevitable damage), collision, grounding, sinking, capsizing, damage caused to limit/prevent pollution, earthquake, volcanic eruption, tsunami, lightning, loss as a result of latent defects (excluding cost of repairing defect causing loss or damage).

**Laid up** - stored in safe berth for the sole purpose of fitting out or overhauling and not ready for immediate use.

**Locked building** - a building that (a) is totally enclosed and secure; and (b) is a permanent substantial structure of brick, stone or timber; and (c) has doors kept locked by a patent 5-lever lock and the windows secured by patent window locks.

**Loss of auditive power** - complete and irrecoverable loss of hearing in both ears.

**Loss of limbs** - physical severance or complete irrecoverable loss of use of one or both hands at or above the elbow or of one or both feet at or above the knee.

**Loss of sight** - complete and irrecoverable loss of sight in one or both eyes.

**Material fact** - any event, fact or occurrence which would influence a decision, made by any party, as to whether or not to enter into a contract of insurance either at inception or policy review.

**Period of insurance** - for yearly policies a period of 365 days from the start of the policy or the last renewal; for monthly policies 28 days, unless agreed otherwise.

**Permanent** - lasting 365 days and at the expiry of that period is beyond hope of improvement (**total disablement** shall be construed accordingly).

**Personal belongings** - specialist marine clothing and chandlery e.g. lifejackets, GPS, wetsuits and other personal items required for use on board the **craft** which have been specifically agreed by **us**.

**Policy schedule** - the document specifying the policyholder's details and level of cover provided.

**Speedboat** - any **craft** designed to travel in excess of 52 mph/45 knots.

**Total disablement** - disablement that entirely prevents **you** from attending to **your** business or occupation (of any and every kind) or **your** usual duties.

**Total loss / Constructive total loss** - total sinking or destruction of the **craft** so that it can no longer be used or if agreed in writing by **us** an accepted Notice of Abandonment following damage which would cost more to repair than the **craft's** value.

**Unattended/Unmanned** - left without an adult in charge who is responsible for the **craft's** safekeeping.

**We/Us/The company** - Equine and Livestock Insurance Company Limited.

**You/Your/The Policyholder** - the person(s) named in the **policy schedule**.

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

## WARRANTIES

1. **Craft** when not in use must be:

- (a) berthed at a professional marina or
- (b) ashore in a securely locked **compound** and if fastened on a trailer/trolley with hitchlock and

- wheel clamp fitted or
- (c) in a **locked building** and if fastened on a trailer/trolley with wheel clamp and hitchlock fitted or
  - (d) in a **locked building** at **your** home address, or at **your** home address and fastened on a trailer/trolley and secured with hitchlock and wheel clamp.
  - (e) when having an **agreed value** of £10,000 or more **craft** must be protected at any location by an alarm with a minimum of a sensor on a hatch and a PIR beam in the main cabin area. When such value **craft** are stored at **your** home address in addition to a wheel clamp, hitchlock and alarm they must also be protected by security lighting.
  - (f) sailboards, canoes and kayaks must be kept ashore when attended but not in use and stored in a **locked building** when **unattended**.
2. **Craft** and equipment in transit must be:
    - (a) carried on a suitable trailer and protected against possible damage or
    - (b) carried by a professional haulier and secured in a purpose built cradle or
    - (c) secured by means of an anti-theft device to a purpose built roof rack and protected against possible damage.
  3. **Craft** must be securely fastened to the ground when left **unattended** at dinghy parks by means of padlock and chain/wire rope.
  4. Outboard motors must be fastened to the **craft** by a proprietary anti-theft device when not in use.
  5. **Craft** hull ID numbers, equipment and outboard motor serial numbers must be recorded and made available in the event of a claim.
  6. Tenders must be permanently marked with the name of the parent craft.
  7. Tenders when not in use must be fastened to the parent craft by means of wire rope and a hardened steel padlock.
  8. When **laid up**, all portable items, auxiliary engines, life rafts, rigging, loose ladders, tools, equipment, **personal belongings**, craft papers and stores must be removed and kept in a securely **locked building** ashore.
  9. A minimum of a good quality hardened steel padlock and hasp 'n' staples secured by stainless steel nuts and bolts to all doors, hatches and deck lockers are required. Locks must be suitable for the marine environment.
  10. Loose equipment such as anchors, paddles and oars must be secured by wire rope, or chain and hardened steel padlocks when not in use and **unattended**.
  11. Emergency repairs must be done if further damage can be avoided.
  12. **You** must make regular checks of the **craft** and its equipment.
  13. Gas bottles in lifejackets must be checked before use.

14. Carbon monoxide alarms suitable for marine **craft** must be installed in **craft** which have heating appliances.
15. **You** must comply with Boat Safety Scheme (BSS) and SOLAS V requirements wherever appropriate.
16. Any engine that has been under water must be flushed out with clean fresh water.
17. Any trailer/trolley must be secured by a proper wheel clamp and hitchlock when not in use unless it is kept in a **locked building**.
18. Any trailer/trolley must be secured by a proper wheel clamp and hitchlock when in use but **unattended**.
19. For coastal sailing **you** must ensure the provision of flare packs and DSC VHF radio.
20. Fire extinguishers and fire blankets must be kept onboard and easily accessible on **craft** which have a galley, stoves or areas with machinery/engines.
21. Any gas or electric appliances or heating installations must be professionally fitted and maintained and conform to all British Safety Standards, gas containers must be secured against movement and areas sufficiently ventilated.

## SECTION 1 - CRAFT

### Cover

Loss of or damage to the **craft**, as a result of an insured peril, whilst:

- (a) in commission and afloat within the agreed **cruising limits**;
- (b) **laid up**;
- (c) moored in a recognised marina;
- (d) in transit.

Settlement is limited to a maximum of the **agreed value** and is subject to depreciation.

In addition for the time period specified in the **policy schedule**, this insurance is in force whilst the **craft** is on inland or coastal waters of the continent of Europe. **We** cover **you** against liability for enforced payment of customs duty following temporary importation of the **craft** into any country in Europe, as a result of loss or damage insured under this section.

### Exclusions

1. Loss occurring outside the **cruising limits** unless **you** are forced to; in order to avoid danger, by unforeseen bad weather conditions or by order of a legal authority.
2. Theft or attempted theft not occasioned by violent and forcible entry to the **craft**, its place of storage or unless such force is used to steal equipment from the exterior of the **craft**.
3. Scratching, denting, bruising occurring during transit.
4. Loss or damage occurring during speed trials, competitions or racing of any kind, unless agreed otherwise by **us** in writing and **your** policy endorsed accordingly. Following any such endorsement the policy would not cover loss of or damage to sails and

- covers during speed trials or racing of any kind.
5. Breakage of oars or paddles while in use.
  6. Sails damaged or lost due to the wind during use unless the spars are damaged at the same time. Wind loss or damage to covers and canopies.
  7. Any loss in connection with **craft** having inboard engines designed to be capable of speeds in **excess** of 45 knots unless an automatic fire extinguisher is fitted.
  8. Loss as a result of outboard motors falling overboard unless they are attached to the **craft** by a safety chain or lanyard in addition to their normal fittings.
  9. Any loss arising from not adhering to waterway speed limits.
  10. Any losses arising from single-handed sailing at night.
  11. Loss of or damage to engines, gearboxes, electrical equipment and machinery as a result of fault or failure, gradual water seepage, frost unless manufacturers' recommendations have been followed to ensure protection, latent defect or negligence.
  12. Gradual water damage due to the **craft** not being watertight.
  13. Claims for damage to underwater gear occurring in tidal waters are subject to a double **excess**.
  14. Loss or damage to the **craft** occurring whilst towing or being towed by another vessel except in the event of distress.
  15. Any loss or damage occurring if the **craft** is left afloat and **unmanned** for more than 3 hours unless moored in a professional marina. Except sailboards, canoes and kayaks which will not be covered if left afloat and **unmanned**.
  16. Sailboards, canoes or kayaks left attached to the roof of any vehicle overnight.
  17. Loss or damage to any canal/narrow boat which is seaward of the Thames Barrier.
  18. Loss of or damage to fuel, paint, lubricants or the like.
  19. Loss of or damage to turbo jet **speedboats** if run ashore under their own power or as a result of ingestion of underwater objects.
  20. Theft of gas bottles unless kept in a locked storage area within the **craft** which is broken into using violent and forcible entry.

## SECTION 2 - PUBLIC LIABILITY

### Cover

**We** insure **you** up to the amount specified in the **policy schedule** in respect of:

- amounts **you** become legally liable to pay
- reasonable costs of contesting or limiting liability incurred with our written consent

for claims made against **you** for death or bodily injury, loss or damage to property arising from one event or all events of a series consequent on one original cause happening during the **period of insurance** by reason of

**your** interest in the **craft**.

Included in the amount specified in the **policy schedule**, is payment of **your** reasonable costs of representation at a Coroner's Inquest or Fatal Accident Inquiry incurred with our written consent.

**NOTE:** In this section only "**you**" extends to include any person navigating or in charge of the **craft** with **your** permission and/or any person crewing for **you**.

### Conditions

1. **You** must not admit responsibility, offer, promise, pay or agree to pay any claim or negotiate with any other persons following an incident.
2. **You** must inform **us** immediately of any impending prosecution inquest or fatal inquiry or civil proceedings. **You** must send **us** every piece of correspondence and document **you** receive without replying to it.
3. **You** must allow **us** to:
  - a. take over and conduct in **your** name the defence or settlement of any claim for **our** own benefit;
  - b. take proceedings in **our** name, at **our** own expense and for **our** own benefit, to recover compensation or secure an indemnity from any third party;

**You** shall give all information and assistance **we** require.
4.
  - a. For any claim or series of claims **we** may at any time pay **You** the amount of the limit of indemnity or any lower amount which the claim(s) can be settled for; thereafter
  - b. **We** will have no further liability in the claim(s) except for the third party's costs and expenses incurred up to the date of payment;

up to the limit of the indemnity specified in **your policy schedule**.

### Exclusions

1. Death or bodily injury to **you**, any person navigating or in charge of the **craft** with **your** permission, any person crewing for **you**, any member of **your immediate family**, **your** agent or licensee, any person in the course of their employment or under a contract of service or apprenticeship with **you**, guest, employer or any person with whom **you** have a contractual relationship.
2. Loss or damage to any property owned, held in trust, in the charge of or under the control of **you**, any person navigating or in charge of the **craft** with **your** permission, any person crewing for **you**, any member of **your immediate family**, **your** agent or licensee, any person in the course of their employment or under a contract of service or apprenticeship with **you**, guest, employer or any person with whom **you** have a contractual relationship.
3. Liability arising whilst the **craft** is being used for or in connection with underwater activities or activities requiring persons to be under tow of the **craft** or preparing or intending to be so.
4. Liability to or incurred by any person engaged in underwater activities or activities requiring persons to



- be under tow of the **craft** or preparing or intending to be so.
5. Liability to or incurred by any person whilst towing, preparing or intending to tow a vessel except in the event of distress.
  6. Liability caused by or contributed to whilst the **craft** is in transit by road, rail, air, sea, ferry, watercraft or conveyance, carried by a motor vehicle, towed by or attached to a motor vehicle.
  7. Liability incurred or imposed by statute or common law, arising directly or indirectly from any accident to, or illness of, workmen or other person employed in any capacity whatsoever by **you**, or in the marine trade, in, on, about or in connection with the **craft**.
  8. Liability which one co-owner or joint owner or any other person with a beneficial interest incurs to the other.
  9. Legal costs of defending criminal proceedings.
  10. Any claim which is recoverable under any other section of the policy.
  11. Pollution or contamination of water, buildings or structures, land or the atmosphere and death or bodily injury, loss or damage to property caused by such pollution or contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time.
  12. Any event which results from **your** deliberate act or omission and which could reasonably have been expected by **you** having regards to the nature and circumstances of such act or omission.
  13. Death or bodily injury, loss or damage to property as a result of any person using the **craft** without **your** permission.

### SECTION 3 - HIRE OF REPLACEMENT

#### Cover

**We** cover **you** up to the amount stated in the **policy schedule** for the reasonable costs incurred to hire a **craft** similar to **yours** if it becomes unusable for more than 24 hours because of loss or damage covered under Section 1 and cannot be repaired or replaced before a planned holiday.

#### Exclusions

1. Loss occurring without proof and confirmation of holiday booking.

### SECTION 4 - PERSONAL BELONGINGS

#### Cover

**We** cover **you** up to the amount stated in the **policy schedule** for the loss of or damage to **personal belongings** as defined in this policy belonging to **you** or **your immediate family**.

#### Exclusions

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

2. Theft of any belongings not kept in a **locked building** while ashore, locked vehicle and out of sight while in transit or in a locked cabin/storage lockers while afloat.
3. Theft or attempted theft not occasioned by violent and forcible entry to the **craft** or the place of storage.
4. Jewellery, gold, silver, watches, cash, credit or debit cards, cheques or the like, art, furs, mobile phones, photographic equipment, computers, mobile or handheld computer equipment, computer software, hi-fi or the like, consumable stores, documents.
5. Loss or damage to china, glass or porcelain.
6. Loss of or damage to pedal cycles.
7. Any amount above the single item limit specified in the **policy schedule**.
8. Theft of gas bottles unless kept in a locked storage area within the **craft** which is broken into using violent and forcible entry.

### SECTION 5 - PERSONAL ACCIDENT

#### Cover

**We** will cover **you** or **your immediate family** in the event of death or injury following an accident whilst using, embarking, disembarking or manoeuvring the **craft**,

The injury must be the only cause of:

- Death.
- Total **permanent** loss of sight.
- Loss of one or more limbs.
- Total **permanent** deafness in both ears.
- **Total permanent disablement** preventing **you** from following any and every occupation.

Benefits reduced to 25% for people under 18 years of age or over 75 years of age.

#### Conditions

1. **We** will not make a payment for the same accident or the same person under more than one of the benefits listed in the **policy schedule**. After **we** have agreed to pay one of the scheduled benefits **we** will have no further liability for that person under this section.
2. Payment for **permanent** disablement as defined in the **policy schedule** will start after 365 consecutive days of disablement, properly certified by a doctor who **we** accept.

#### Exclusions

1. Death not occurring within 90 days and as a direct result of the incident causing the injury.
2. Death or injury as a result of the insured engaging in a military service, racing of any kind, competitions or any hazardous pursuits, unless the policy is specifically endorsed to cover these pursuits.
3. Death or injury as a result of snorkelling, diving, any other underwater sport or kite-boarding.
4. Death or injury as a result of any person being towed

by the **craft**.

5. Death or injury as a result of drowning unless lifejackets were properly in use at the time.
6. Bodily injury that happens whilst under the influence of alcohol or drugs.
7. Any act of deliberate self-inflicted injury or suicide.
8. Any result of pregnancy, childbirth, physical defect, infirmity or existing medical condition, unless **we** have been told about it and have accepted it in writing.
9. Loss if **you** do not obtain the care of a suitably qualified medical practitioner as soon as possible.

## SECTION 6 – SALVAGE CHARGES / GENERAL AVERAGE

### Cover

**We** cover **you** up to the amount stated in the **policy schedule** for the reasonable costs incurred in minimising or averting loss or in saving the **craft** from a loss which would be covered under Section 1.

### Exclusions

1. Any salvage award agreed by **you** without our express permission.
2. Payment to any person or company connected with **you**.
3. Any claim under the General Average Act that is not immediately declared ashore.

## SECTION 7 – POLLUTION COSTS

### Cover

**We** cover **you** up to the amount stated in the **policy schedule** for any damage caused to the **craft** by a local authority in an attempt to minimise actual or potential pollution.

### Exclusions

1. Loss occurring where **you** have not done everything possible to avoid or minimise the pollution threat.
2. Pollution not caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time.

## SECTION 8 – SIGHTING COSTS

### Cover

**We** cover **you** up to the amount stated in the **policy schedule** for the reasonable costs of inspecting the underwater sections of the hull after an accidental grounding regardless of whether or not any damage is subsequently found.

### Exclusions

1. Any costs incurred which have not been agreed in writing by **us** in advance.
2. Grounding as a result of any deliberate or reckless act by **you** or anyone in control of the **craft**.

## SECTION 9 – WRECK REMOVAL

### Cover

**We** cover **you** up to the amount stated in the **policy schedule** for the reasonable costs for the removal, destruction or raising of the **craft** wreck, including unsuccessful attempts, which become necessary as a result of a loss covered under Section 1.

### Exclusions

1. Any costs incurred which have not been agreed in writing by **us** in advance.
2. Removal not required by the specific order of any authority unless agreed in writing by **us** in advance.

## SECTION 10 – ACCIDENTAL LOSS OF KEYS / REPLACEMENT LOCKS

### Cover

**We** cover **you** up to the amount stated in the **policy schedule** for the reasonable cost of replacement keys and/or replacement locks if no other keys are available following **your** accidental loss of the keys to **your craft**, or if they are stolen. In addition, **we** will pay up to the amount specified in the **policy schedule** for the reasonable cost of repair to the locks of the external doors of the **craft** following accidental damage by **you**.

### Exclusions

1. Loss or damage caused by any process of repair or restoration.
2. The cost of repairing mechanical breakdown.
3. Any amount in **excess** of the cost of replacing the locks that were directly affected by the damage or loss.

## SECTION 11 – TRAILERS AND TROLLEYS

### Cover

**We** will pay up to the cost price, market value or the sum insured as shown in the **policy schedule** or any endorsement (whichever is less) for fire, theft following forcible entry, or accidental damage to the trailer or trolley specifically insured under this policy which is normally used for transporting **your craft**. It must have been under the custody or control of **you** or **your immediate family**. **We** will choose whether to pay **you** or to repair or replace the items. **you** must keep a dated receipt for the wheel clamps and hitchlock as proof of buying.

### Exclusions

1. Marine trolley or trailer contents.
2. Excludes canal and narrowboats.
3. Damage to tyres by braking or by punctures on roads, cuts or bursts.
4. Any trailer/trolley:
  - a. let out for hire or reward; or
  - b. being used for anything except **your** private

purposes; or

- c. not maintained in an efficient condition; or
- d. being used in an illegal or dangerous manner.

### CONDITIONS OF SETTLEMENTS CLAIMS

1. When **we** are told of a potential claim, **we** will need **you** to fill in the relevant claim forms. **We** cannot accept liability for a claim if these claim forms have not been returned to **Us** immediately, and at most within 21 days.
2. For any claim, **we** may choose to repair, replace the property or pay the settlement figure.
3. **We** reserve the right to appoint a surveyor or loss adjuster to investigate any claim on our behalf.
4. All losses must be substantiated by dated receipts for the insured property or for any costs incurred.
5. **You** must provide all such information, explanations, proof of ownership and of loss and other such evidence as **We** may reasonably require.
6. Settlement in the event of **total loss** or **constructive total loss** will be the **agreed value** of the **craft** without a deduction of **excess** or replacement of the **craft** with one of similar type, age and condition to that of the **craft** immediately prior to the loss.
7. The maximum settlement payable is 100% of the **agreed value** following claims made under more than one of Sections 1, 6, 7, 8 or 9 as a result of one insured incident.
8. Settlement for claims as a result of loss of, or damage to, **personal belongings**, outboard motors, sails, rigging, covers, **craft** equipment and batteries will be based upon the cost price less depreciation, or sum insured/market value if less. Depreciation will be at least 17.5% for the first year following purchase and at least 10% for each following year.
9. **You** must not dispose of any damaged **craft** or items until **We** have had a chance to inspect them. **You** must not abandon salvaged **craft** or items to **us**, unless **we** have instructed otherwise.
10. **We** retain the right to possession of any **craft** or item remains for which a payment has been made under this policy.

### GENERAL CONDITIONS

1. **You** must take all reasonable steps to prevent loss, damage or accidents, exercise due care and diligence at all times and maintain any property covered under the policy in a sound and seaworthy condition (roadworthy in the case of trailers/trolleys) and fit for navigation.
2. **You** must ensure that anyone in charge of the **craft** is competent and sufficiently experienced.
3. **You** must ensure that the **craft** is adequately crewed for the voyage that is being undertaken.
4. Anyone claiming insurance under this policy must comply with its terms as far as they can apply.
5. Any mis-statement or omission or concealment of a

**material fact** from the proposal for this insurance or any such mis-statement, omission or concealment at the time of renewal or claim shall render this policy void and no return of premium will be due.

6. How to claim: On discovering any loss, destruction or damage giving rise or likely to give rise to a claim under this policy, **you** must immediately notify and give full details to our head office: The Equine & Livestock Insurance Company Ltd, Thorpe Underwood Hall, Ouseburn, York YO26 9SS. If **you** have not received acknowledgement from **us** within 14 days after **you** send them, **you** must send **us** the details again by recorded delivery. In the event of theft, attempted theft or malicious damage, **you** must notify the police immediately. **you** must do everything **you** reasonably can to get back stolen property. **you** must co-operate fully and truthfully to give **us** any information **we** may need.
7. If any loss, damage or liability is insured by any other policy (or would be insured if this policy did not exist) **We** will not be liable for the whole claim. **We** will only pay anything over the amount which should have been paid under that policy (or policies) if this insurance had not been taken out.
8. **We** will not pay a claim that is in any way untrue or fraudulent, or arises from a malicious, wilful, reckless or criminal act by **you** or someone acting on **your** behalf; someone caring for or in control of the insured property; or one of **your** relations, agents, employees, licensees, paying guests or someone living with **you**.
9. **You** must notify **Us** as soon as possible of any change in circumstances relevant to this policy, including changes to storing/mooring location. Failure to do so may invalidate **your** policy. **We** reserve the right to alter the terms of **your** policy immediately **We** are notified of such changes.
10. This policy will lapse immediately if the **craft** is sold or if **you** part interest in it temporarily or permanently.
11. If any insured item consists of articles in a pair or set, the policy will not cover more than the value of any particular part or parts that are lost, destroyed, or damaged. **We** do not insure any special value that the article or articles may have as part of a pair or set, nor more than a proportionate part of the insured value of the pair or set.
12. If any dispute arises as to the amount to be paid under the policy, it may be referred to an arbiter to be appointed by the parties in accordance with the statutory provisions in force at the time. The provision for arbitration adds to **your** legal rights and does not replace them.
13. If **you** pay **your** premiums by direct debit or credit card and **you** default on any payment, **we** will add a charge of £3.99 to **your** next payment.
14. If **your craft** is more than 20 years old and more than 23 feet in length **you** must have a full survey report which is no more than 2 years old and which was carried out by a qualified chartered surveyor whilst the **craft** was out of the water. **you** must ensure that any recommendations made following the survey have been fully met.
15. Where required you or anyone any person navigating or in charge of the **craft** with your permission and

consent must hold a current licence for British Waterways and a Boat Safety Certificate.

16. When **we** invite **you** to renew **your** policy **we** may, at our discretion alter premiums, cover, terms and conditions as **we** deem necessary for any reason including such factors as **your** item's age.
17. In the event of claims settlement becoming due **we** will issue settlement by BACS transfer. Where bank account details have not been provided or this is not possible settlement will be despatched by cheque. Settlement will be issued to **you** unless otherwise requested. **you** can request an alternative payee by ticking the relevant box on the claim form **you** fill in and by providing the third party name.

## GENERAL EXCLUSIONS

This policy does not cover the following:

1. Dutch barges or similar, canal or narrow boats exceeding 80ft, rowing boats exceeding 70ft, any other **craft** exceeding 30ft.
2. Any **craft** designed to travel at speeds in excess of 45 knots.
3. Any claim made, or any event causing the need for a claim to be made, that occurs before your policy began.
4. Loss as a result of any person under 14 years of age being in control of the **craft** unless specifically agreed otherwise by **us** in writing.
5. Loss as a result of any driver under 20 years of age being in control of motor boats capable of speeds in excess of 17 knots or as a result of any motorboat being driven by someone under 18 years of age unless accompanied by and under the supervision of an appropriate adult.
6. Any loss or liability while the **craft** is taking part in racing, speed trials or competitions of any kind unless such usage has been agreed by **Us** in writing and **your** policy endorsed accordingly.
7. Any loss or liability arising as a result of you or anyone in control of the **craft** being wholly or partly under the influence of alcohol or drugs other than those taken in accordance with treatment prescribed and directed by a qualified registered medical practitioner, but not for the treatment of drug addiction.
8. Any claims as a result of using the **craft** to tow or participate with any of the following: air chairs, aquaplaning, bananas, discing, hydrofoil type devices, inflatable toys, jet skis, kites or any other airborne activities, personal watercraft, rings, skurfing, tubing, wakeboarding, water skis.
9. Loss of or damage to moorings.
10. Any **craft** more than 30 years old.
11. Any **craft** designed to carry more than 12 passengers.
12. Any **craft** with hulls made of anything other than fibreglass, aluminium, wood, plastic or steel unless agreed otherwise by **us** in writing and **your** policy warranted accordingly.
13. Business use, hiring or lending out, chartering of the **craft** unless specifically endorsed in the **policy schedule**.
14. Use of the **craft** as permanent living accommodation, houseboat or home address unless **we** have given prior agreement in writing and **you** have paid any additional premium.
15. Any loss arising out of the use of portable heating appliances.
16. Any theft or loss arising from deception, fraud or use of stolen, forged or invalid cheques, drafts, bank notes or the like.
17. Use of insured property for anything except social, domestic or pleasure purposes.
18. **We** will not pay for any losses which are not expressly covered by the terms and conditions of this policy.
19. Any fines, penalties, punitive or exemplary damages.
20. Any liability that arises only because of an agreement.
21. Any loss, damage or liability arising whilst the **craft** is being used for or in connection with underwater activities or activities requiring persons to be under tow of the **craft** or preparing or intending to be so.
22. Any loss, damage or liability to or incurred by any person engaged in underwater activities or activities requiring persons to be under tow of the **craft** or preparing or intending to be so.
23. Any loss, damage or liability to or incurred by any person whilst towing, preparing or intending to tow a vessel except in the event of distress.
24. Loss/depreciation resulting from reduction in the market value of any property covered under the policy due to use, age or repair.
25. Loss or damage in an unknown place or that cannot be identified as occurring within a certain 24-hour period.
26. If a claim for damage results in the **craft** requiring new parts or accessories that are unobtainable or obsolete, any amount greater than the last known printed price list price of the accessory or part, together with fitting charge.
27. Wear and tear, routine maintenance, corrosion, osmosis, electrolysis, vermin, scratching, denting or bruising during transit, mildew, marine growth.
28. Loss as result of defective workmanship, design or construction on the part of **you** or a friend or relative of **yours**.
29. Any loss, injury, damage, illness, death or legal liability caused by or arising from the failure of any computer hardware or software or any other electrical equipment.
30. The cost of undertaking any required surveys.
31. Loss as a result of the requisition of the **craft** by military or other authority.
32. Any legal liability or consequence associated with or caused by war, terrorism, political acts, invasion, act of foreign enemy or hostilities (whether war was declared or not), civil war, rebellion, revolution or insurrection, riot, civil commotion, looting in



- connection with any of these, strikes or lock-outs, military power or coup, derelict mines, torpedoes, bombs or other derelict weapons of war.
33. Any legal liability or consequence associated with or caused by nuclear, radioactive, biological or chemical escape, accident, explosion, waste or contamination.
34. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices.
35. **We** do not cover any loss, injury, damage, illness, death or legal liability, directly or indirectly, caused by, happening through, in consequence of or contributed to by:
- Influenza or any derivation or variant thereof;
  - arising from any fear or threat (whether actual or perceived) of such Influenza;
  - any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of such Influenza.
- If **we** allege that, by reason of this exclusion, any claim is not covered by this insurance the burden of proving the contrary shall be upon the policyholder.
36. Any claims as a result of any notifiable disease.

### PREMIUM AND EXCESS REVIEW

- The premium and excess for this policy is reviewed at least once a year.
- When reviewing **your** premium and excess **we** will consider any future impact to one or more of the following.
  - Changes due to new information arising from our own experience suggesting that **our** future claims experience is likely to be better or worse than previously assumed. This information includes changes to the number and types of claims **we** expect to pay or changes to the average expected amount paid per claim.
  - Changes due to new information arising from external sources such as general industry population or reinsurer experience is likely to be better or worse than previously assumed.
  - Changes to **your** circumstances such as any change to **your** address.
  - Changes due to legislative, tax or regulatory requirements such as:
    - expenses related to providing the insurance
    - policies lapse rates which means the average time policies are held
    - interest rates
    - tax rates
    - the cost of any legal or regulatory requirements
- As a result of the premium and excess review, **your** premium and/or excess may go up, stay the same or

go down and there is no limit to the amount of any change.

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

### POLICY ALTERATION OR REINSTATEMENT & DUPLICATE DOCUMENTS

If **you** wish to make a change to **your** policy after the first 14 days of policy inception or, if for any reason **we** reinstate **your** policy, a £10 administration fee applies to any amendments made. Any increase or improvement in cover will be subject to a 14 day deferment period.

Should **you** request additional copies of **your** policy documentation to be issued by post, there will be a £10 "replacement documents" charge in respect of this.

### CANCELLATION RIGHTS

**You** can cancel at any time.

If **you** cancel within the first 14 days of policy inception, and no claim has been made, **you** will receive a full refund of any premium paid. If **you** have a monthly policy, cover will be cancelled with effect from the date **your** next policy premium is due.

If **you** have an annual policy and have not made a claim, a return of premium will be issued in accordance with our cancellation rates, as follows:

Time on risk	Percentage of premium returned
One month	80% less £10
Two months	70% less £10
Three months	60% less £10
Four months	50% less £10
Five months	40% less £10
Six months	30% less £10
Seven months	25% less £10
Eight months	20% less £10
Over nine months	Nil

If **you** have made a claim, **you** will not be entitled to any refund.

**We** may cancel this insurance at any time, in which case, **we** will return the premiums paid, in accordance with the above table. Our liability then ceases immediately but without affecting **your** or our rights under the policy up to the cancellation date. Notice will be treated as sufficiently given if posted to **your** last known address. Following the cancellation charge, no refund will be made of any amount equal to or less than £25.

Should **you** wish to alter **your** policy or cancel it please contact our office. This can be done in writing at the address noted below, by phone on 03300 243 360, fax 03300 242 971 or by emailing [policyadmin@eandl.co.uk](mailto:policyadmin@eandl.co.uk). For alterations and cancellation at renewal please write to the address noted below, telephone 03300 243 360, fax 03300 242 971 or email [renewals@eandl.co.uk](mailto:renewals@eandl.co.uk). If **you** have not received an acknowledgement from us within 14 days of sending details, **you** must post the details by

recorded delivery.

If **you** wish to appeal against any decision regarding the administration of **your** policy (new business, mid-term or renewal), please write to the Customer Contact Manager. If **you** wish to submit a formal complaint, please refer to our Complaints Handling Procedure.

## CLAIMS

If **you** require any assistance with any aspect of **your** claim please contact us either by e-mail at [claims@eandl.co.uk](mailto:claims@eandl.co.uk) or by phone on 03300 243 438. If **you** wish to appeal against a decision made regarding **your** claim (including the assessment or the outcome), please write to the Claims Manager. If **you** wish to submit a formal complaint, please refer to our Complaints Handling Procedure.

## COMPLAINT HANDLING PROCEDURE (YOUR LEGAL RIGHTS REMAIN UNAFFECTED)

If **you** are unhappy with any aspect of our service and wish to make a formal complaint, please put **your** complaint in writing and address **your** complaint to the Chief Executive Officer. **We** will issue a response within 8 weeks from the date **we** receive **your** complaint.

All correspondence should be addressed to The Equine and Livestock Insurance Company Limited, Thorpe Underwood Hall, Ouseburn, York YO26 9SS.

If **you** do not receive satisfaction through our internal complaints handling procedure, **you** may refer **your** complaint to the Financial Ombudsman Service, Exchange Tower, London, E14 9SR (tel: 0800 023 4 567 or 0300 123 9 123, email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk), website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)) within 6 months of the date of the Chief Executive Officer's response.

## CONTACT INFORMATION

Please note that **our** preferred method of contacting **you** is by email (upon receipt of a valid email address). **We** feel that contact by email is the quickest method of communication and using email rather than the post is kinder to the environment.

**Quotations/Sales:** t: 03300 243 254, f: 03300 242 971, e: [quotes@eandl.co.uk](mailto:quotes@eandl.co.uk)

Opening Hours: Mon to Fri 8.00am-8.30pm Sat 8.30am-5.00pm Sun 9.00am-4.00pm

**Claims:** t: 03300 243 438, f: 03300 242 971,  
e: [claims@eandl.co.uk](mailto:claims@eandl.co.uk)

Opening Hours: Mon to Fri 8am-7.00pm Sat 9.00am-12.00pm

**Existing Customers:** t: 03300 243 360, f: 03300 242 971,  
e: [policyadmin@eandl.co.uk](mailto:policyadmin@eandl.co.uk)

Opening Hours: Mon to Fri 8.00am-8.30pm Sat 8.30am-5.00pm Sun 9.00am-4pm

**Affiliates/Brokers:** t: 03300 243 229, f: 03300 242 971,  
e: [broker@eandl.co.uk](mailto:broker@eandl.co.uk)

Opening Hours: Mon to Fri 8.30am-5.00pm

**The Equine and Livestock Insurance Company Limited**  
**Thorpe Underwood Hall, Ouseburn, York, YO26 9SS**  
**Telephone: 03300 243 360 Fax: 03300 242 971**  
**email: [info@eandl.co.uk](mailto:info@eandl.co.uk)**  
**<http://www.eandl.co.uk>**