

GENERAL NOTES

Disclosing material facts

You are obliged to inform Us of any material fact that affects the risks We insure. If You are in any doubt whether a fact is material, You should disclose it.

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 policy - Runs for and premiums are collected on, equal periods of 28 days. This type of policy automatically renews every 28 days.
Calendar Monthly policy - 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[®], 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 sets out the cover We provide. Please read the policy as soon as You receive it. 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 policy, please return it to Us within 14 days without making a claim. We will then cancel the policy and refund the whole of Your premium.

We only insure You when We accept a satisfactory proposal form and issue a schedule, and when You have paid Us the correct premium before the start date of the period of insurance or within 28 days if We allow a credit period to an agent. If We are told about any claims under the policy in any period of insurance, We will not have to return any part of the premium for that period.

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

The Policy Schedule is important. It lists the cover You have chosen, it is proof of Your insurance and 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 schedule. The policy depends on the warranties (promises), conditions and exclusions shown in it. Your agent will not be or become our agent for giving notice about any claims or any other matter. If You ask, We may agree to change any part of the policy.

GEOGRAPHICAL LIMITS

a) 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.

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 or this Policy Wording.



Francis Martin
General Manager
Signed on behalf of the Equine & Livestock Insurance Company Limited.

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 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 motorised craft designed to travel in excess of 20mph/17 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 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 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 - INSURED 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 schedule, this insurance is in force while the insured 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 insured 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 onboard engines designed to be capable of speeds in excess of 17 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 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 insured craft.

Included in the amount specified in the 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 insured craft with Your permission and/or any person crewing for You.

Conditions

- A. You must not admit responsibility, offer, promise, pay or agree to pay any claim or negotiate with any other persons following an incident.
- B. You must inform Us immediately of any impending prosecution, inquest or fatal accident inquiry or civil proceedings. You must send Us every piece of correspondence and document You receive without replying to it.
 - a) You must allow Us to take over and conduct in Your name the defence or settlement of any claims for our own benefit;
 - b) You must allow Us to take proceedings in Your name, at our expense and for our own benefit, to recover compensation or secure an indemnity from any third party; and
 - c) You shall give all information and assistance We require.
- D. 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 that the claim(s) can be settled for;
b) We will have no further liability to the claim(s) except for the third party's costs and expenses incurred before the date of the payment; up to the amount specified in the 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 insured craft is being used for or in connection with underwater activities or activities requiring persons to be under tow of the insured 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 insured 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 insured 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 insured 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 insured craft without Your permission.

SECTION 3 - HIRE OF REPLACEMENT CRAFT

Cover

We cover You up to the amount stated in the 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 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 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 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 cover You or Your immediate family in the event of death or injury following an accident while using, embarking, disembarking or manoeuvring the craft, up to the amount stated in the Policy Schedule. In the event of death, payment will be made to the Executor or Administrator of any estate. If an accident involves more than one person, any settlement will be divided between the insured people and the total payable will not exceed the amount stated in the Policy Schedule under one of the benefits listed. Settlement is limited to 25% for any person over the age of 75 or under 18.

Exclusions

1. No payment will be made for the same person under more than one of the benefits listed in the schedule. Following any payment, no further liability for that person will exist under this section.
2. Death not occurring within 90 days and as a direct result of the incident causing the injury.
3. Any person under the influence of alcohol or drugs.
4. 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.
5. Death or injury as a result of suicide or intentional self-injury.
6. Death or injury as a result of pregnancy, childbirth, physical defect, insanity, infirmity or medical condition unless We have been told about this and have accepted it in writing.
7. Death or injury as a result of snorkelling, diving, any other underwater sport or kite-boarding.
8. Death or injury as a result of any person being towed by the craft.
9. Death or injury as a result of drowning unless lifejackets were properly in use at the time.

SECTION 6 - SALVAGE CHARGES/GENERAL AVERAGE**Cover**

We cover You up to the amount stated in the 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 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 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 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.

MARINE POLICY M/RP

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 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 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 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. Damage to tyres by braking or by punctures on roads, cuts or bursts.
2. 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 SETTLING 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 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 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 30 knots.
3. 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.
4. 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.
5. 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.
6. Any loss arising as a result of You or anyone in control of the craft being under the influence of alcohol or drugs.
7. Jet skis, wet skis, personal watercraft (pwc/pw's) or the like.
8. Loss of or damage to moorings.
9. Any craft more than 30 years old.
10. Any craft designed to carry more than 12 passengers.
11. 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.
12. Business use, hiring or lending out, chartering of the craft unless specifically endorsed in the Policy Schedule.
13. 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.
14. Any loss arising out of the use of portable heating appliances.
15. Any theft or loss arising from deception, fraud or use of stolen, forged or invalid cheques, drafts, bank notes or the like.
16. Use of insured property for anything except social, domestic or pleasure purposes.
17. We will not pay for any losses which are not expressly covered by the terms and conditions of this policy.
18. Any fines, penalties, punitive or exemplary damages.
19. Any liability that arises only because of an agreement.
20. Any loss, damage or liability arising whilst the insured craft is being used for or in connection with underwater activities or activities requiring persons to be under tow of the insured craft or preparing or intending to be so.
21. 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 insured craft or preparing or intending to be so.
22. 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.
23. Loss/depreciation resulting from reduction in the market value of any property covered under the policy due to use, age or repair.
24. Loss or damage in an unknown place or that cannot be identified as occurring within a certain 24-hour period.
25. 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.
26. Wear and tear, routine maintenance, corrosion, osmosis, electrolysis, vermin, scratching, denting or bruising during transit, mildew, marine growth.
27. Loss as result of defective workmanship, design or construction on the part of You or a friend or relative of Yours.
28. 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.
29. The cost of undertaking any required surveys.
30. Loss as a result of the requisition of the craft by military or other authority.
31. 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.

32. Any legal liability or consequence associated with or caused by nuclear, radioactive, biological or chemical escape, accident, explosion, waste or contamination.

33. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices.

34. 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:

- a) Influenza or any derivation or variant thereof;
- b) arising from any fear or threat (whether actual or perceived) of such Influenza;
- c) 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.

35. Any claims as a result of any notifiable disease.

POLICY ALTERATION & DUPLICATE DOCUMENTS

If you wish to make a change to your policy after the first 14 days of policy inception, 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 08449 809 565, fax 08449 809 410 or by emailing policyadmin@eandl.co.uk. For alterations and cancellation at renewal please write to the address noted below, telephone 08449 808 921, fax 08449 809 410 or email 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 or by phone on 08449 809 590. 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 General Manager. We will issue a response within 8 weeks from the date we receive your complaint.

All correspondence should be addressed to Equine & Livestock Insurance Co Ltd, 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, website: www.financial-ombudsman.org.uk) within 6 months of the date of the General Manager's response.

The Equine & Livestock Insurance Co Limited, Thorpe Underwood Hall, Ouseburn, York, YO26 9SS. Telephone: 08449 809 610 Fax: 08449 809 410 email: info@eandl.co.uk www.eandl.co.uk