



## Sunseekers Owners' Insurance Policy Wording





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## Introduction

This document is **your** Sunseeker Shield **Policy** and should be read in conjunction with any **endorsements** and **your** insurance **schedule** as these documents combined explain the terms of **your policy** with **us**. Please therefore read these documents carefully. It is important that **you** fully understand the extent of the insurance cover provided.

**Your policy** is based on the information that **you** have provided **us**. In return for **your** payment of the premium **we** will provide the cover stated in **your policy** with **us**.

**You** have a statutory right to cancel **your policy** for any reason, subject to no claims having occurred, within fourteen (14) days from the day **you** receive **your policy** or from the start date of **your policy**, whichever is later. **We** will return **your** premium paid but may make a charge for the period of cover **we** have provided to **you**. If a claim has been made during this period **you** may not be entitled to a refund of any premium paid. To cancel please write to the address shown below enclosing **your policy**.

**Your policy** is underwritten by Navigators & General, a trading name of Zurich Insurance plc.

**In the event of an emergency, please contact our 24-hour emergency claim line on +44 (0) 1202 647 463**

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## Section 1 - Definitions

EVERYONE COVERED BY THIS **POLICY** MUST FOLLOW THE TERMS AND CONDITIONS.

The following definitions apply to the whole of the **policy** and the singular includes the plural and vice versa and the male includes the female and neutral gender. For clarity, definitions are shown in bold print.

<b>Agreed Value:</b>	This is the amount shown on the <b>schedule</b> , which represents the value of the <b>vessel</b> as declared by <b>you</b> and agreed by <b>us</b> .
<b>Anti-Theft Device:</b>	A device specifically sold and marketed as a secure method of preventing theft of <b>insured property</b> such as but not limited to, wheel clamps and/or outboard motor locks.
<b>Auxiliary Craft:</b>	Any jet-skis, personal water craft, water scooters and dinghies used in conjunction with the <b>vessel</b> .
<b>Circumstance:</b>	Any <b>incident</b> whatsoever which may, whether probable or merely possible, cause a claim to be made against this <b>policy</b> .
<b>Consumer:</b>	Any natural person acting for purposes outside his trade, business or profession.
<b>Cruising Range:</b>	The geographical limits the <b>insured property</b> is permitted to operate in as stated in the <b>policy</b> .
<b>Endorsement:</b>	A written record of any alteration <b>we</b> make to the <b>policy</b> .
<b>Excess:</b>	The first amount of each claim not recoverable as shown in the <b>policy</b> .
<b>Fine Art:</b>	Paintings, etchings, statuary, antiques, collectibles but excluding jewellery, watches and furs.
<b>Firearms:</b>	Small arms (excluding ammunition) for personal use.
<b>Fixtures &amp; Fittings:</b>	Carpets, soft furnishings, furniture and appliances of a non-marine nature fitted to the <b>vessel</b> and which would normally form part of the inventory if the <b>vessel</b> was sold.
<b>Incident:</b>	Any accident or occurrence, or series of accidents or occurrences arising from the same originating cause.
<b>Insured Property:</b>	The <b>vessel</b> together with any <b>auxiliary craft, leased equipment, personal effects</b> , mopeds, motorcycles and <b>fine art</b> as listed in the <b>schedule</b> .
<b>Kill Cord:</b>	An engine cut out device specifically designed to stop the engine(s) automatically when the helmsperson moves away from the controls. The <b>kill cord</b> must be attached securely to the helmsperson before the engine is started.
<b>Latent Defect:</b>	An inherent defect in the design, construction, workmanship or materials becoming apparent after the build of the <b>insured property</b> has been completed and which could not have been detected following a reasonable inspection by a competent person.
<b>Leased Equipment:</b>	Equipment and/or apparatus not owned by <b>you</b> but installed for use on the <b>vessel</b> and for which <b>you</b> have assumed contractual liability.
<b>Machinery:</b>	Engines (main or auxiliary), Generators, Gear-boxes, Drive trains and their connections.
<b>Money:</b>	Coins, bank notes, bonds, prepaid cards, cheques, negotiable and/or non-negotiable instruments.
<b>Period of Insurance:</b>	The duration of the <b>policy</b> stated in the <b>schedule</b> .
<b>Personal Effects:</b>	Items of a personal nature belonging to <b>you</b> , or members of <b>your</b> immediate family, whilst onboard the <b>vessel</b> and whilst in transit from <b>your</b> family home/s. Items belonging to <b>your</b> passengers and/or paid crew whilst onboard the <b>vessel</b> .
<b>Policy:</b>	<b>Your</b> contract of insurance made up of the <b>schedule, endorsements</b> , correspondence and certificates of insurance (where issued).
<b>Schedule:</b>	The schedule relating to the <b>policy</b> including the schedule of <b>fine art</b> (where issued).



<b>Seaworthy:</b>	The <b>insured property</b> is seaworthy if it is maintained and crewed in such a way as to be able to operate safely in the conditions which can reasonably be expected. If <b>you</b> are unable to maintain/operate the <b>insured property</b> due to lack of knowledge, time or skill <b>you</b> must engage the services of somebody to do so on <b>your</b> behalf.
<b>Sum Insured:</b>	The insured value stated on the <b>schedule</b> which is the maximum amount that <b>we</b> will pay subject to the other terms, conditions and exclusions of this <b>policy</b> .
<b>Terrorism:</b>	Any act whether threatened or actual of any person involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political, religious, ideological or similar purpose or motive.
<b>Total Loss:</b>	When the <b>vessel</b> is irretrievably lost or destroyed. A constructive total loss is where the cost of replacement or repair exceeds the <b>sum insured</b> .
<b>Towage:</b>	The movement of the <b>vessel</b> afloat by means of being towed by another craft or towing another craft, other than in a situation of distress in the best interests of either craft.
<b>Uninsured Boater:</b>	An owner or operator of a yacht other than the <b>vessel</b> who is legally responsible for an accident, and: <ul style="list-style-type: none"><li>- to whom no liability policy applies; or</li><li>- who cannot be identified</li></ul>
<b>Us, We, Our:</b>	Navigators & General, a trading name of Zurich Insurance plc and/or Coleman Marine Insurance where they are acting on behalf of the insurer
<b>You, Your:</b>	The person, firm or company named on the <b>schedule</b> .
<b>Valuables:</b>	Precious or semi-precious metals or stones, valuables of a rare or special nature including books, medals, jewellery and the like.
<b>Vessel:</b>	The main craft named or described in the <b>schedule</b> , plus: <ul style="list-style-type: none"><li>- Tenders specified in the <b>schedule</b></li><li>- Outboard motors not exceeding 40hp (subject to the serial number being retained and presented to <b>us</b> in the event of a claim)</li><li>- Tenders not specified in the <b>schedule</b> which are less than 18 feet in length and less than £5,000 in value at the time of any loss.</li></ul>

## Section 2 - Material Damage

Subject to the terms, conditions and exceptions within this **policy**, **we** will pay for:

All risks of accidental physical loss or damage including malicious damage, theft, and or **latent defect** to **insured property**.

### When:

- In-commission and/or laid-up
- At place of storage ashore
- During lifting and hauling out
- Launching
- Undergoing survey or normal maintenance

### And:

- All expenses reasonably incurred to sight the bottom of the **vessel** following a stranding or collision with an underwater obstruction, even if no damage is found.
- Reasonable costs incurred, including salvage, in preventing or minimizing a loss covered by this insurance.
- Loss of or damage to **insured property** caused by any governmental authority preventing or mitigating a pollution hazard resulting directly from damage to the **insured property** for which **you** are liable under this **policy**, provided that such act of governmental authority has not resulted from want of due diligence by **you** to prevent or mitigate such hazard or damage.

### The Basis On Which We Pay Claims Under Section 2

All payments under this **policy** are subject to the terms, conditions and exclusions contained herein.

### Settlement of items not separately noted below:

- **We** will pay the reasonable cost of replacement or repair, less the **excess**.
- The **excess** will not apply if the **vessel** is a **total loss** or where marina benefits apply
- For **leased equipment** any settlement for loss or damage shall be the lesser of **your** contractual liability for the item or its replacement value.
- When the **insured property** is to be repaired, **we** will pay for the reasonable cost of repair and necessary related recovery costs. The amount **we** will pay for recovery and repair combined shall not exceed the **sum insured**.
- If the **vessel** was less than three (3) years old at the time of a **total loss** **we** will pay for a new Sunseeker of the same model and specification, up to a maximum of one hundred and twenty per cent (120%) of the **sum insured**. Where the **vessel** is more than three (3) years old **we** will pay the **agreed value**.

With the exception of **total loss** of the vessel when less than three (3) years old as above, in no event shall the total of all payments exceed the **sum insured** for an item.

### Fine Art

For items named, listed and described in the **schedule**

- For **total loss** **we** shall pay the **sum insured** for the item.

- If only part of the item/s are lost or damaged, **we** shall pay either the cost to restore the item to its condition immediately before the loss or the difference between its market value before and after the loss. If after restoration, the market value of the item is less than its market value immediately before the loss, **we** shall also pay the difference. In no event shall the total of all payments exceed the **sum insured** for that item.

For unscheduled Items

- **We** will pay for restoration of the unscheduled item or the market value immediately prior to the loss. In no event will **we** pay more than two thousand five hundred pounds (£2,500) for any one unscheduled item.

For a covered loss to a pair or set, **you** may elect to:

- Repair or replace any part to restore the pair or set to its market value before the loss or,
- Be paid the difference between market value of the pair or set before and after the loss or,
- Be paid the **sum insured** shown, or the market value of the entire pair or set immediately before the covered loss if unscheduled, in which case you surrender the pair or set to **us**.

In no event shall the total of all payments exceed the **sum insured** for that pair or set. For unscheduled items the most **we** shall pay is two thousand five hundred pounds (£2,500).

**We** will not pay for:

- The **excess**.
- Loss of use or depreciation of the **insured property**.
- Loss of or damage to electrical machinery, electronic equipment, batteries and their connections caused by any mechanical or electrical breakdown and/or derangement and/or failure of electronic or computer breakdown.
- Failure in the working mechanism of **machinery** or motor generators (and their connections) over five (5) years old which cause the same to cease functioning or function improperly.
- Theft of the **vessel** on a trailer, outboard motors and/or the trailers whilst unattended unless secured by a suitable **anti-theft device**.
- Theft of **auxiliary craft** unless theft was from a locked and secured storage location and theft involved forcible and violent entry or exit when not on the **vessel**.
- Theft from the interior of the **vessel** or place of storage unless violence and force are used to break into the **vessel** or place of storage.
- Theft of fixed gear, furnishings or equipment from the exterior of the **vessel** unless such theft involves force.
- Loss or damage to **firearms**
  - if illegally obtained
  - where used in an illegal activity
  - not in the confines of the **vessel**
  - in contravention of any regulations
- Loss or damage to **auxiliary craft** caused by
  - ingestion of foreign substances into the mechanics of the craft
  - launching or beaching of the craft



- Damage caused by changes in temperature, humidity, freezing, electrolysis (unless accelerated and unforeseen), osmosis, corrosion, wear and tear, insects, marine life, gradual deterioration.
- Damage to **insured property** caused or contributed to by not being maintained in accordance with the manufacturer's recommendations and/or warranties.
- **Towage** except as is customary or in an emergency.
- Costs that are indirectly caused by the event which led to your claim
- Theft of **personal effects** belonging to **you** or members of **your** family resident at **your** home address not on the **vessel** or in transit between **your** home and the **vessel**.
- Theft of **personal effects** belonging to **your** passengers and paid crew whilst not onboard the **vessel**.
- Loss of **money**, unless shown in the **schedule** and stored in a locked safe.
- Loss and/or damage to **valuables**.
- Loss and/or damage to **fine art** unless a **sum insured** is shown the **schedule**.
- Loss or damage to **insured property** arising from chipping, scratching, bruising or denting (including the cost of repainting) whilst in transit.
- Loss of or damage to the **vessel** whilst being transited ashore in excess of twenty (20) miles distance from the **vessel's** home port.
- Loss of or damage to the **vessel** whilst being transited ashore if the **vessel** exceeds ten (10) metres in length unless transported by a professional haulier.
- **Personal effects** and/or **firearms** worth over five hundred GBP (£500) unless separately declared and noted in the **schedule**.
- Losses arising from want of due diligence and/or persons acting recklessly, unless the reckless act is to save life. However, this will not apply if this action was taken without **your** prior knowledge or permission.
- Any cost and expense in rectifying, repairing or replacing:
  - a defective part of the **insured property** if the defect is caused by a fault in design or construction or a **latent defect** but this cover includes damage arising from failure of any part of the **vessel** as a consequence of the **latent defect**
  - defective workmanship or materials



## Section 3 - Liability

Subject to the terms, conditions and exceptions within this **policy**.

**We will pay the:**

Amount that **you**, including any person in charge with **your** permission, shall become legally liable to pay by reason of **your** interest in the **vessel** including the reasonable legal costs and expenses in settling and/or defending a claim to a third party resulting from the use of:

- the **vessel, auxiliary craft**, water skis and/or wake boards but only if being towed by the **vessel** or **auxiliary craft**
- outboard motors and additional equipment insured under this **policy**
- Cost of any attempt or actual raising, removal or destruction of the wreck of the **insured property**.

The maximum **we** will pay for all claims arising out of any one occurrence or series of occurrences including costs and/or expenses under this section is the Limit of Indemnity shown in the **schedule**.

No **excess** will apply to this section of the **policy**

**We will not pay for:**

- **Your** liability to any person employed, in any capacity whatsoever by **you** or working under any contract.
- The liability of any representative or employee of a shipyard, marina, repair yard, slipway or other similar organisation.
- Any legal costs incurred without **our** prior written consent.
- Any liability relating to any form of **towage**.
- Any activity other than conventional water skiing or wake boarding, involving persons being pulled by the **vessel** or **auxiliary craft** unless shown on the **schedule**.
- Any liability whilst the **insured property** is in transit or any liability under the Road Traffic Act 1988 and amended legislation and/or any similar legislation.
- Any liability including costs and/or expenses for pollution arising from any deliberate act and/or contravention of water protection laws, regulations or directives or similar.
- Any liability including costs and/or expenses for pollution where the **incident** does not relate to a valid claim (**excess** excepted) under section 2 of the **policy**.
- Any liability assumed under contract incurred solely by an agreement entered into by **you**.

## Section 4 - Medical Expenses

Subject to the terms, conditions and exceptions within this **policy**.

**We will pay:**

Up to the **sum insured** in the **schedule** per person for medical expenses incurred by **you** or any person onboard the **vessel** or **auxiliary craft** with **your** permission following an **incident** up to a maximum combined payment as stated in the **schedule** during one period of **insurance**.

**We will not pay for:**

- The medical expenses of any person employed by **you** in any capacity whatsoever or with whom **you** have any contract or agreement.
- The medical expenses of any person whilst onboard, boarding or disembarking the **vessel** or **auxiliary craft** without **your** permission.
- Medical expenses incurred more than one calendar year after the incident.
- Medical expenses incurred other than as a result of bodily injury.
- Medical expenses caused by or contributed to or arising from or in respect of:
  - HIV (Human Immunodeficiency Virus) and/or HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) however caused and/or any mutant derivatives or variations thereof.
  - Suicide, self-injury or any willful act or self-exposure to peril (other than in an attempt to save human life).
  - The influence of drugs (other than those prescribed by a registered doctor but not when prescribed for the treatment of drug addiction).
  - Abuse of solvents or alcohol.
  - Pregnancy or childbirth, where the pregnancy has exceeded twenty eight (28) weeks.
  - A pre-existing physical defect, condition or infirmity.
- The medical expenses of any person over the age of seventy five (75) years prior to the start of the current **period of insurance**.





## Section 5 - Personal Accident

Subject to the terms, conditions and exceptions within the **policy**.

**We will pay:**

The amounts stated in the **schedule** arising from the same **incident** during any one **period of insurance** as compensation for bodily injury or death caused solely by accidental, external and visible means, if **you** or persons aboard the **vessel** or **auxiliary craft** are injured whilst onboard, boarding or disembarking from the **vessel** or **auxiliary craft** with your permission.

**We will pay for:**

- a) Death
- b) Loss of one or more limbs or sight in one or both eyes
- c) Permanent total disablement after one hundred and four (104) weeks.

Should a payment be made under 'b' or 'c' above then no further payments will be made in relation to the same **incident** to the same person.

### Definitions:

- Loss of sight means complete and irrecoverable loss of sight.
- Loss of limbs means loss by physical severance at or above the wrist or ankle or the total and permanent loss of use of an entire hand, arm or foot.
- Permanent total disablement means permanent and total disablement from engaging in or attending to any form of profession or occupation.

No payments shall be made if they result from or are in respect of:

- Sickness, disease or gradual physical or mental wear and tear.
- Suicide, self-injury or any willful act of self-exposure to peril (other than in an attempt to save human life).
- The influence of drugs (other than those prescribed by a registered doctor but not when prescribed for the treatment of drug addiction).
- Abuse of solvents, drugs or alcohol.
- The claimant being onboard the **vessel** or **auxiliary craft** during racing, speed tests or trials in connection with these.
- Pre-existing physical defects, conditions or infirmity.
- Death or disablement that has occurred more than two calendar years after the date of the **incident**.
- Disablement to any person employed by **you** in any capacity whatsoever.
- Any other costs that are indirectly caused by the **incident** which led to **your** claim.



## Section 6 - Extensions to Cover

Subject to the terms, conditions and exceptions within this **policy**.

Please note that the **excess** will not apply to the following extensions of cover except where stated.

**We** will pay for:

### Additional Travel and Accommodation Costs

Where the **vessel** becomes uninhabitable as a result of an **incident** covered under the **policy**, **we** shall pay necessary accommodation and travel costs incurred by the beneficial owner, their family and any (non-fee paying) guests.

The maximum **we** shall pay under this extension is £500 per person up to a total limit of £2,500.

### Replacement Passport

In the event of Passport/travel identification documents being lost/damaged as a result of an incident covered under the **policy** **we** shall pay the costs directly incurred by the beneficial owner, their family, and any (non-fee paying) guests in obtaining replacement documents.

The maximum **we** shall pay under this extension is £150 per person up to a total limit of £600.

### Skipper Replacement

Reasonable costs incurred in direct relation to the employment of a replacement skipper either temporary or permanent where any skipper employed by **you** is unable to fulfill their activities as a result of bodily injury or death caused solely by an accident whilst onboard, boarding or disembarking from the **vessel** and/or **auxiliary craft**.

The maximum **we** shall pay under this extension is £5,000 in any one **period of insurance**.

### Hijack, Kidnap

**We** will pay for professional negotiation expenses towards the return of the **vessel** or **you** and/or **your** immediate family if the **vessel** is hijacked and/or **you** or **your** immediate family are kidnapped whilst onboard the **vessel**.

The maximum **we** shall pay under this extension is £5,000 during any one **period of insurance** and only when such expenses are incurred within twenty (20) days from the hijack or kidnap.

No cover will be provided in respect to ransom.

### Marina Benefits

With the exception of **personal effects** claims, the **excess** will not apply to, and, no claims bonus/continuity rebate will be unaffected by any claim, whilst the **vessel** is moored on a marina berth.

### Vessel's Cash

Cash used in connection with the running of the **vessel** whilst onboard in a locked safe(s) subject to a maximum value at any one time of the amount shown in the **schedule**. Cover is only for theft following forcible and violent entry into the safe(s).

### Emergency Assistance

Reasonable costs incurred in the event that there is an emergency situation where the **vessel** is not in imminent danger but commercial services and/or assistance must be obtained:

- towing to the nearest place where necessary repairs can be made;
- delivery of fuel, oil, parts or loaned battery (excluding the cost of the items themselves) or emergency labour, while away from safe harbour.

The maximum **we** shall pay under this extension is £50,000 during any one **period of insurance**.

### Machinery Breakdown

Cover for failure in the working mechanism of **machinery** or motor generators and their connections, which causes the same to cease functioning or to function properly when they are less than five (5) years old and professionally installed and verifiably maintained as per manufacturer's recommendations.

### Mopeds, Motor Cycles and Pedal Cycles

**We** will cover mopeds and motorcycles whilst onboard the **vessel** or alongside.

The maximum **we** shall pay under this extension is £5,000 for mopeds and motorcycles or £500 for pedal cycles.

There is no liability cover afforded for the use of these items.

### Keys and Locks

The reasonable cost of replacing keys and locks or lock mechanisms to external doors, if keys are accidentally lost or stolen.

### Uninsured Third Party Excess Waiver

If the **vessel** is damaged by an uninsured third party or a third party that cannot be identified, no **excess** will apply.

### Uninsured Boater Clause

**We** will pay, up to a maximum of £1,000,000, for damages which, because of bodily injury received aboard the **vessel** **you** are legally entitled to recover from the **uninsured boater**.

**We** will not pay:

- For claims settled without **our** written consent.
- If the yacht is owned or operated by a governmental agency or unit.



## Section 7 - Loss of Charter Income

- Any claim arising from any crew member of the **vessel**.
- Any claim arising directly or indirectly from any insurer under any employer's liability law or similar legislation.
- For yachts owned by or furnished for the regular use of **you**, a member of **your** immediate family, or any person insured by **us**.
- Where no evidence of physical contact exists between the **vessel** and an unidentified/uninsured craft.
- Payment made for this coverage to or for an insured person will reduce the amount that person is entitled to recover from the liability section of this **policy**.
- The amount shown on the **schedule** is the most **we** will pay under this **policy**, regardless of the number of insured persons, claims made, or craft involved in any one **incident**.

### No Claims Bonus

Providing the **sum insured** for the **vessel** is £500,000 or less and no claim has been submitted during the previous years' **period of insurance**, **you** will be entitled to the following no claims bonus to the renewal premium:

After year 1	5%
2 consecutive years	10%
3 consecutive years	15%
4 consecutive years	20%
5 consecutive years	25%

If **you** make a claim during the **period of insurance** your no claims bonus will be reduced to nil with effect from the date of the next renewal. Where no claims bonus protection is shown on the **schedule** your no claims bonus is unaffected by claims on the **policy**.

### Continuity Rebate

Where the **sum insured** of the **vessel** is £500,000 or greater, a 5% premium rebate will be payable to **you** when this **policy** is renewed. If this **policy** is renewed for 3 or more consecutive years, an additional 5% rebate will be payable to **you** at all subsequent renewals. If claims paid and outstanding, exceed 15% of the premium paid during the previous 12 months then no rebate will be made.

### Non Fault Waiver

In the event of a collision with another craft where **we** agree that **you** were not primarily at fault, no loss of no claims bonus/continuity bonus or **excess** will apply to any resulting claim provided **you** supply **us** with the contact details of the responsible party.

Subject to the terms, conditions and exceptions within this **policy**. The following cover is provided if the **schedule** includes cover for Skipper Charter.

**We** will pay for:

- Loss of charter income

In the event of a claim paid under Section 2 of the **policy**, **we** agree to pay lost charter income which would have been earned under the **vessel's** charter agreement had the loss not occurred.

The maximum **we** will pay during any one **period of insurance** is £50,000.

Any claim in respect of loss of charter income must be evidenced by sight of the appropriate signed booking forms made prior to the date of the **incident** and/or other documents as requested by **us**.

**We** will not pay for:

- The **excess**.
- The amount of deposit paid in advance and retained by **you**.
- Any claims arising from bareboat chartering arrangements i.e where the **vessel** is chartered without **your** skipper and/or crew.
- Any claim where we have not made a payment under Section 2 or which does not directly relate to an **incident** covered under Section 2 of the Policy.
- Any claims arising from an **incident** not related to the **vessel**.
- Any additional liability arising from the charter hire agreement between **you** and the charterer including, but not limited to,
  1. Penalties, fines and/or punitive damages.
  2. Any additional/unused costs, expenses, service charges or similar, including but not limited to, fuel, consumables and salaries etc relating to the charter.
  3. Any loss of charter income which has been mitigated in full or in part by alternative bookings
  4. Any payment for the first 7 days following the **incident**.
  5. Any other costs that are indirectly caused by the **incident** resulting in a claim.

## Section 8 - Endorsements

Where any of the **endorsements** below are noted in **your schedule**, the following terms will apply:

### (CL) Endorsement: Crew Liability

Section 3 of the **policy** extends to include all claims by the crew members on the **vessel** in respect of personal injury which **you** shall through their interest in the **vessel** become legally liable to pay.

Liability is limited to the employed crew members whilst at sea on board the insured **vessel** or **auxiliary craft**, including whilst ashore within 5 metres of the insured **vessel** or **auxiliary craft** during embarking on, to or disembarking from the insured **vessel** or **auxiliary craft**.

The maximum amount recoverable in respect of crew liability claims shall be the amount shown on the **schedule** in respect of any one **incident**, all covers combined as a single limit.

### (MLC) Endorsement: Maritime Labour Convention

Where the Maritime Labour Convention applies to the **vessel** the following additional cover shall be granted:

- **We** will pay the reasonable costs to repatriate employed crew following the **vessel** being declared a **total loss** up to a maximum of £2,500 per crew member.
- Should the **vessel** be declared a **total loss** **we** will pay up to two months crew salary, for crew employed on the **vessel** at the time of said loss. The maximum **we** shall pay is the lesser amount of either the contracted salary of the crew member at the time of the loss (excluding bonuses, tips and gratuities) or £6,000.
- Section 4 Medical Expenses is extended to include crew members declared to **us** and covered by this extension.
- Section 5 Personal Accident is extended to include crew members declared to **us** and covered by this extension. The overall limit for any one accident is increased by £15,000 for each crew member declared to **us** and covered by this extension.

### (IMB) Endorsement: Increased Machinery Breakdown

When stated in the **schedule** the age limit is extended to ten (10) years in the **machinery** breakdown extension, subject to the following:

**We** shall pay 40% of the cost of any claim covered under the **Machinery** Breakdown extension where the engines are over five (5) years old at inception or renewal of the **policy**. This shall increase to 70% where a satisfactory engine report (including full service history and oil analysis) has been conducted within five (5) years of the **incident**.

### (HW) Endorsement: Hot Works

Applicable to **vessels** with a **sum insured** of £2,000,000 or greater and/or length overall of 24 metres or greater

**You** will, whenever the **vessel** is contracted to undergo any refit, repair or Hot Work:

- (i) give notice to **us** in advance of arrival at yard or

- commencement of works (as applicable);
- (ii) ensure that all contractors carry current and operative liability insurance indemnifying the primary contractor and/or yard and/or others in respect of all liabilities towards **you** and the **vessel** up to at least the lesser of the **sum insured** of the **vessel** or £5,000,000 in the case of the primary contractor and £2,000,000 in the case of sub-contractors. **You** must provide evidence of such coverage to **us** in the form of a copy of the relevant valid insurance certificate or other evidence of coverage satisfactory to **us**; and
- (iii) ensure that the yard and/or other contractors impose no contractual exclusion(s) or limitation(s) of liability, nor any waiver or other limitation(s) of **our** subrogated rights of recovery;

Provided that **we** are given notice in accordance with (i) above, **we** may, at **our** discretion, waive (ii) and/or (iii) above on terms to be agreed.

### (TSY) Endorsement: Temporary Substitute Yacht

If an **incident** covered by the **policy** has resulted in the **vessel** being out of commission and therefore unavailable for **your** private use and subject to **our** prior written approval, **we** shall pay for the charter of a temporary substitute yacht of similar size and type to the **vessel** subject to the following:

**We** will pay:

- up to £1,500 per day
- for a maximum of 7 days

**We** will not pay for:

- Any costs incurred without **our** prior written approval.
- Any claims where a payment has been paid under section 7 Loss of Charter Income.
- Any claim where **we** have not made a payment under Section 2 or which does not directly relate to an **incident** covered under Section 2 of the **Policy**.
- Charter of a temporary substitute yacht for anything other than **your** private pleasure use.
- Any claims arising from an **incident** not related to the **vessel**.
- Any additional/unused costs, expenses, service charges or similar, including but not limited to, fuel, consumables and salaries etc relating to the charter.
- Any payment for the first 14 days following the **incident**.
- Any other costs that are indirectly caused by the **incident** resulting in a claim.
- Any claim in respect of the charter of a temporary substitute yacht unless evidenced by sight of the appropriate documents as requested by **us**.



## Section 9 - General Exclusions

**You** should read this section carefully as the following exclusions apply to the whole **policy** and should be read in addition to exclusions that apply to any specific section.

This **policy** does not cover any liability, loss, damage, costs, expense, directly or indirectly caused by or contributed by or incidental to or occasioned by or arising from:

- Any claim knowing it to be fraudulent, dishonest, or false or exaggerated in any respect, or if any fraudulent means or devices have been used by **you** or any person on **your** behalf to obtain payment under this **policy**.
- The **insured property** being used for unlawful purposes or operated in an unlawful manner.
- The **insured property** being chartered unless shown on the **schedule**.
- The use of any **insured property** in events of a competitive nature including, but not limited to, racing, speed testing, speed trials, stunts, surf racing, white water racing including any person engaged in the operation of a jet-ski, water scooter or similar craft for any racing or stunt use.
- Modifications, structural alterations or additions to the **insured property** which effect the performance, how **seaworthy** and safe the **insured property** is unless **you** have **our** written confirmation.
- A salvage agreement in respect of unsuccessful, partially successful, or uncompleted services if and to the extent that the salvor's expenses (plus the increment) exceed any amount otherwise recoverable.
- Aqualung diving, sub aqua lung diving or other underwater sport, para-gliding, para-scending, use of any water toys designed to become airborne or similar activities, unless shown on the **schedule**.
- Property insured under a more specific insurance.
- Costs towards any ordinary judicial process, exemplary damages, punitive damages, aggravated damage, liquidated damages, penalties, fines or Custom and Revenue duties. However, **we** will pay for fines resulting from pollution following an **incident** covered by this insurance. The maximum amount we will pay is £250,000.
- Damage or loss that occurred prior to the existence of this **policy**.
- Pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.
- The **vessel** being underway single handed for a continuous period of greater than 24 hours.
- Navigation of the **insured property** outside the cruising range unless:
  - (i) The **insured property** is being used for saving life
  - (ii) The **vessel** is within fifty (50) nautical miles of the **cruising range limit**
  - (iii) The **insured property** was in peril prior to leaving the **cruising range** by order of a government or legal authority

### Additional Exclusion Clauses

#### War, Terrorism and Piracy

In no case, unless this is shown on the **schedule**, shall this **policy** cover loss, damage, liability or expense caused by:

- War, civil war, revolution, rebellion, insurrection, or civil

strife arising therefrom, or any hostile act by or against a belligerent power

- Capture, seizure, arrest, restraint, detainment (barratry excepted) or piracy and the consequences thereof or any attempt thereat
- Derelict mines, torpedoes, bombs or other derelict weapons of war
- **Terrorism**

#### Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons

This clause shall be paramount and shall override anything contained in this **policy** inconsistent therewith:

In no case shall this **policy** cover loss damage liability or expense directly or indirectly caused by or contributed to, by or arising from:

- Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.
- The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- Any chemical, biological, bio-chemical, or electromagnetic weapon.

#### Cyber Attack

In no case shall this **policy** cover loss, damage, liability or expense caused by:

- The use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.

#### Cargo

It is a condition of this policy that cover is not provided for loss or damage to the vessel or auxiliary craft whilst being transported as either marine or air cargo.

## Section 10 - General Conditions

**You** should read this section carefully as the following conditions apply to the whole **policy** and should be read in addition to conditions that apply to any specific section of this **policy**.

It is important for **you** to note that this **policy** will terminate automatically in the following circumstances:

- if the **vessel** is used for unlawful purposes or operated in an unlawful manner.
  - at the time **your vessel** is sold or transferred to new ownership or management, however if the **vessel** is at sea at the time termination shall be suspended until arrival of the **vessel** at the next port or place of safety.
- **You** must:
- ensure **your vessel** and **auxiliary craft** insured under this **policy** is in a proper state of repair and **seaworthy**.
  - take all reasonable precautions to prevent or minimise losses or liability arising in connection with anything insured under this **policy**.
  - not abandon any **vessel**, **auxiliary craft** or property to **us** whether **we** have taken possession or not unless **we** agree in advance of the abandonment in writing.

### Information you should provide

It is important **you** check the information shown in **your policy** documentation, as **your policy** and cover is based on the information **you** have given **us** during the application process or subsequently, as confirmed in **your** most recent documents. Although **we** may undertake checks to verify **your** details, **you** must take reasonable care to ensure all information provided by **you** or on **your** behalf is, to the best of **your** knowledge and belief, accurate and complete.

**You** must tell **us** immediately if at any time any of the information is incorrect or changes. If **we** have wrong information this may result in an increased premium and/or claims not being paid in full, or **your** insurance may not be valid and claims will not be paid. If in doubt about any information please contact **us** soon as possible.

Changes in information **we** need to be informed of include, but are not limited to, the following examples and apply equally to all persons covered under the **policy**:

- accidents (fault or non-fault) whether or not resulting in a claim;
- thefts (of or from the **vessel** or **auxiliary craft**);
- convictions or pending prosecutions for any criminal offence;
- change of **your** address or where **your vessel** or **auxiliary craft** is moored or stored;
- make and/or model of **vessel** or **auxiliary craft**;
- use of **vessel** or **auxiliary craft**;
- modifications to **your vessel** or **auxiliary craft**;
- any health matters affecting ability to operate the **vessel** or **auxiliary craft**;
- existing or new agreements entered into which may affect

**your** rights of recovery against a third party including but not limited to "Hold Harmless Agreements" or "Waiver of Subrogation rights" between **you** and a third party unless agreed by us in writing.

**Your** insurance may not be valid until **we** have agreed to accept **your** changes and **we** will be entitled to vary the premium and terms for the rest of the **period of insurance**.

**You** should keep a record of all information supplied to **us** in connection with this insurance.

**Your policy** is made up of the **schedule**, **endorsements**, correspondence and certificates of insurance (where issued) and are to be read together as one contract. These are based on the information **you** have provided.

### Policy Cancellation

#### General Cancellation Rights

If **you** decide **you** do not want to accept the **policy** (or any future renewal of the **policy** by **us**), please surrender the Certificate of Insurance to **us** or **your** insurance advisor using the contact details provided on the covering letter, within 14 days of receiving it (or for renewals, within 14 days of **your policy** renewal date). **We** will charge **you** on a pro rata basis for the time **you** have been on cover and the balance of the premium will be returned to **you**. There will be no return of premium if **you** are cancelling the **policy** within 14 days following a claim where **your vessel** is a **total loss**.

If **you** cancel at any other time, **we** will charge **you** for the time **you** have been on cover subject to a minimum of twenty five per cent (25%) of the premium being retained by **us** unless otherwise agreed in writing. **We** will not refund any premium if **we** have paid a claim or one is outstanding when **you** cancel **your policy**.

#### Cancellation by Us

**We** may cancel the **policy** by giving thirty (30) days' notice in writing to your last known address.

If **we** cancel or terminate **your policy** and there has been no loss, damage or liability during the period of cover then **we** will return to **you** (or to the original payee if different) the premium paid in respect of the unexpired **period of insurance** calculated on a daily basis providing no claims have been made during the **period of insurance**.

#### Cancellation by You

If **you** are a **Consumer**, **you** have a statutory right to cancel **your policy** for any reason, subject to no claims having occurred, within fourteen (14) days from the day **you** receive **your policy** or the start date of **your policy**, whichever is later. **We** will return **your** premium paid but will make a charge for the period of cover **we** have provided to **you**. If a claim has been made during this period **you** will not be entitled to a refund of any premium paid as the **policy** contract will be considered to have been discharged.

If **you** cancel **your policy** after fourteen (14) days and the



**vessel** has been sold or transferred to new ownership or there is a change in interest, the **policy** will be cancelled from the relevant date. **We** will return to **you** the premium paid in respect of the unexpired **period of insurance** calculated on a daily basis of the annual premium, provided no claims have been made during the **period of insurance** and subject to a minimum of twenty five per cent (25%) of the premium being retained by **us** unless otherwise agreed in writing

#### Law and Jurisdiction

**No person who is not party to this policy, or to whom cover is not expressly extended, may enforce any term of this policy.**

- **we** may bring or defend proceedings in the name of any person covered by this **policy**, including proceedings for recovering any claim.
- **your policy** is governed by the law that applies to where **you** reside within the United Kingdom, Channel Islands or Isle of Man. If **you** do not reside within the United Kingdom, Channel Islands or Isle of Man or if there is any disagreement about which law applies, English law will apply. In which case, **you** agree to submit to the exclusive jurisdiction of the courts in England and Wales. Unless agreed otherwise, we will communicate to **you** in English.

#### Sanctions

Notwithstanding any other terms under this agreement, **we** shall not be deemed to provide coverage and will not make any payments or provide any service or benefit to **you** or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of **you** would violate any applicable trade or economic sanctions law or regulation.



## Section 11 - Claims Duties, Rights and Recoveries

**You** duties and those of persons or entities receiving payment under this **policy**.

**You** or any person receiving cover under this **policy** will not receive any payment if **you**, or the person receiving cover, do not comply with the duties stated in this Section 11.

- **You** or any person or entity entitled to receive payments or indemnity under this **policy** must not, without prior written consent from **us**:
  - make any offer to settle, or settle, or compromise, or pay, or promise to pay, or repudiate a claim by a third party, or take any action which might be construed as an admission of liability which might give rise to a claim under this **policy**.
  - give up any right to recover damages in respect of any loss.
  - disclose cover provided by this **policy** to any other party.
  - destroy or discard any damaged **insured property**.
- **You** and any person or entity entitled to receive payments under this **policy** must:
  - immediately notify **us** or **our** agent of any **circumstance** or claim.
  - complete and return any claim form and provide any information required by **us**.
  - give **us** or **our** agent reasonable assistance in exercising **our** rights under this **policy** and all reasonable assistance to pursue recovery against a third party.
  - provide estimates for any necessary repairs from approved repairers.
  - notify the Police (or any relevant authorities) as soon as possible of any theft, malicious damage or other crime involving any **insured property**.

### Our Rights

**We** have the right:

### Settlement

- where a claim may be covered by more than one section of this **policy** to apply the **excess** of each section separately.
- to settle direct to persons or entities who have a financial interest in lost or damaged **insured property** or entities repairing or replacing **insured property**.
- to pay **you** the reasonable value of the insured property and if **we** do **we** will be entitled to take ownership of the damaged **insured property**.

### Legal Process

- to investigate and control any **circumstance** which may or has given rise to a claim and assume conduct and or control of any proceedings, process, actions related to a claim or **circumstance** at **our** sole discretion including settlement.
- to assume conduct and or control of any legal representation at any inquest or inquiry or other proceedings in any Court concerning any **circumstance** or claim.

- to prosecute and or undertake any other proceedings against a person, firm or body corporate in connection with a **circumstance** or claim in the name of **you** or any person or entity entitled to receive payment or indemnity under this **policy**.
- to pursue and recover sums which are or which might be payable under this **policy**.
- to request a post-mortem examination and to receive a report.

### Distribution of Recoveries

- If **we** recover any money from any third party in respect of any claim which has been paid in full or in part under this **policy**, **we** will distribute between **us** and **you** or a person or entity covered under this **policy** as follows:
  - costs and expenses incurred by **us** in making a recovery shall be deducted first.
  - the balance of the recovered money will be apportioned between **us**, **you** or any other person or entity covered under this **policy** in the same proportion as the insured losses bear to the uninsured losses.





## Section 12 - Complaints Procedure

We value the opportunity to investigate any concerns **you** may have about any aspect of **our** service and are committed to handling all complaints fairly, thoroughly and promptly.

### Our commitment to customer service

We are committed to providing a high level of customer service. If you do not feel we have delivered this, we would welcome the opportunity to put things right for you.

### Who to contact in the first instance

If you wish to register a complaint or request a copy of our complaints procedure please contact us:

- in writing, addressed to the Complaints Manager, Blenheim House, 1-2 Bridge Street, Guildford, Surrey, GU1 4RY
- By telephone to the Complaints Manager, 01483 407440
- By email to [complaints@stackhouse.co.uk](mailto:complaints@stackhouse.co.uk) for the attention of Complaints Manager

### Most complaints can be resolved within 3 business days

If we can resolve your complaint to your satisfaction within 3 business days we will do so and we will write to you to confirm (a business day is defined as Monday to Friday, but excluding bank holidays).

### Complaints that take longer than 3 business days to resolve

If we have not been able to resolve your complaint to your satisfaction within 3 business days, we will keep you updated with progress and provide you with our decision as quickly as possible. This will be in the form of a final decision letter.

### Next steps if you are still unhappy

If you are not happy with the outcome of your complaint, you can ask the Financial Ombudsman Service to review your case. You will need to contact them within 6 months of the date of our final decision letter. You can also ask the ombudsman to review your case if we have not provided you with a final decision within 8 weeks of receiving your complaint.

The ombudsman can help with most complaints if you are:

- A consumer
- A business employing fewer than 10 persons that has an annual turnover or balance sheet that doesn't exceed €2 million;
- A charity with an annual income of less than £1 million
- A trustee of a trust with a net asset value of less than £1 million

The service they provide is free and impartial. They can be contacted as follows: Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR Telephone: 08000 234567 (free on mobile phones and landlines) Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) Website: <http://www.financial-ombudsman.org.uk>

If you are a consumer and your complaint relates to insurance purchased from us via electronic means (e.g. on-line or via email

or mobile phone) then you are also able to use the EC On-line Dispute Resolution (ODR) platform at <http://ec.europa.eu/consumers/odr/> who will notify FOS on your behalf.

## Section 13 - Data Protection

**We** and Coleman Marine Insurance hold **your** personal data in accordance with the Data Protection Act 1998. The information supplied to **us** by **you** may be held on computer and passed to other insurers for underwriting and claims purposes. **You** should show this to anyone whose personal data may be processed to administer this **policy**.

**We** use a variety of security technologies and procedures to help protect **your** information from inappropriate use, and **we** will continue to revise procedures and implement additional security features as new technology becomes available.

**We** may use **your** information for underwriting purposes, statistical analysis, management information, market research, testing to ensure the integrity of **our** systems, and risk management. **We** will only share **your** information as described in this notice, or where **we** are required or allowed to do so by law.

### Policy Administration & Underwriting

In order to administer **your** insurance policy and any claims made against the **policy**, Zurich Insurance plc may share personal information provided to **us** with other companies within the Zurich Insurance Group and with business partners, including companies inside and outside the European Economic Area. If **we** do transfer **your** personal information, including where **we** propose a change of underwriter, **we** make sure that it is appropriately protected.

### Fraud Prevention and Detection

In order to prevent and detect fraud **we** may at any time:

- Share information about **you** with other organisations including the Police;
- Undertake credit searches;
- Check and/or share **your** details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. **We** and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- Checking details on applications for credit and credit related or other facilities;
- Managing credit and credit related accounts or facilities;
- Recovering debt and tracing beneficiaries;
- Checking details on proposal and claims for all types of insurance;
- Checking details of job applicants and employees.

Please contact **us** on the number shown on **your policy** documentation if **you** want to receive details of the relevant fraud prevention agencies. **We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

### Claims History

Under the conditions of **your policy** **you** must tell **us** about any Insurance related **incidents** (such as fire, water damage, theft or

an accident) whether or not they give rise to a claim. When **you** tell **us** about an **incident** **we** will pass information relating to it to the relevant database. **We** may search these databases when **you** apply for insurance, in the event of any **incident** or claim, or at time of renewal to validate **your** claims history or that of any other person or property likely to be involved in the **policy** or claim.

### Products & Services

Unless **you** have advised **us** otherwise, **we** may share personal data that **you** provide within the Zurich Insurance Group and with other companies that **we** establish commercial links with so **we** and they may contact **you** (by mail, e-mail, telephone or other appropriate means) in order to tell **you** about carefully selected products, services or offers that **we** believe will be of interest to **you**.

If **you** do not wish **us** to do this, please call **us** on **01273 863400** or write to **us** at:

Navigators & General  
P O Box 3707  
SN4 4AX





**Coleman**  
Marine Insurance

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Communications may be monitored or recorded to improve our service and for security and regulatory purposes.,