



Yacht Clauses



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About Northernreef Insurance Company SA

Northernreef Insurance Company SA is licensed in its Domicile country of Uruguay as an International Business Company registered to carry on the business of insurance broking, insurance agents and insurance underwriters both directly and through our main agent Edward William SL. Licence number 214670040013, address Rio Branco 1359/808, Montevideo, Uruguay. This policy is subject to Uruguayan law and practice.

We specialise in private and pleasure marine insurance and have done so since our incorporation in August 2002. Northernreef has been providing boat owners with comprehensive policies tailored to individual requirements at competitive premiums through our various agents of which Edward William SL is currently the main agent, who has full underwriting authority up to certain limits.

Northernreef is a forward-thinking company with old fashioned values. Each policy quotation is looked at on its merits and a premium decided upon. We try to maintain the philosophy that for every risk there is a premium and it is for this reason that in many cases we will be able to offer you cover where others cannot. In addition, we take into consideration market forces, advice from our agents and concerns of our policyholders when updating policy wordings due to market changes and or legal requirements.

UNLESS OTHERWISE STATED ON YOUR POLICY SCHEDULE THIS INSURANCE POLICY IS ONE OF INDEMNITY. INDEMNITY IS DEFINED ON PAGE 9 UNDER THE WORDS WITH SPECIAL MEANING SECTION.

PLEASE ENSURE THAT YOU READ THIS POLICY CAREFULLY TO ENSURE THAT THE COVERAGE OFFERED IS TOTALLY SUITED TO YOUR INSURANCE REQUIREMENTS. SHOULD YOU HAVE ANY CONCERNS THESE SHOULD IN THE FIRST INSTANCE BE DIRECTED TO EDWARD WILLIAM IN WRITING TO:

Centro Nordico, Local 12

Crtra. De Mijas 4,5

Mijas 29651

Malaga

Spain

OR BY EMAIL TO:

info@edwardwilliam.com

Benefits of Insuring with Northernreef

The following summary contains some important information about your policy. It does not contain the full terms and conditions of your policy which can be found within your policy wording. You should review your policy on a regular basis to ensure that the cover provided is adequate to your requirements.

This is a 12-month policy or as shown on your policy schedule. The insurance policy is underwritten by Northernreef Insurance Company SA and administered by Edward William SL.

Important Features and Benefits.

Section 1 Accidental Loss or Damage to Your Boat

This section covers Accidental loss, Damage, Fire and/or Explosion or theft to your boat and certain other property up to the sum insured and limits specified in the schedule of insurance or this document. Additional limits apply to certain property such as fishing gear, water ski equipment, diving equipment, tools and personal effects. Please note this is a market value policy which means that in the event of a claim settlement would be based on our assessment of value or sums insured whichever is the lower.

Section 2 Liability to Other People.

This section covers your and other specified persons' legal liability to pay compensation for property damage and in some cases death and injury up to the sums insured noted on the policy schedule (excluding legal costs and expenses) to other people in certain circumstances.

Section 3 Injury to the Named Insured

This section covers named insureds up to UK£5000 (or equivalent in any other currency) for death and certain specified injuries. If more than one person is named on this insurance policy, then the amount paid to each insured will be the amount payable under this section divided by the number of insureds.

Section 4 Emergency Medical Expenses

This section covers the cost of emergency medical expenses up to UK£1000 (or equivalent currency) in respect of injuries suffered as a result of an accident whilst on board the vessel with your permission.

Section 5 Racing

This section provides details of the cover allowed for racing. This section is not automatic to the policy and must be applied for at inception or renewal.

Section 6 General Conditions Applying to The Whole Policy

This section details all of the conditions of the policy that apply to all sections of the policy

and that you **must comply** with. Failure to comply with these conditions may affect any claim that you make under the policy.

Section 7 General Exclusions Applying to the Whole Policy

This section shows all of the exclusions that apply to all sections of the policy and are in addition to any exclusions shown under individual sections.

Section 8 General Excesses and Deductions

This section shows details of the amounts that will be deducted from any claim that you make under this policy.

Section 9 Cancellations and Return of Premium

This section details your cancellation rights and returns you can expect following cancellation of the policy as well as the rights of ourselves to cancel your policy.

Section 10 Claims

This section details what is required of you to instigate the claims procedures and what is required from you to ensure that the claims process runs smoothly.

Section 11 Your Duty of Disclosure

This section details what you should tell us and when you should tell us regarding details that may affect our decision to offer cover under this policy or the premium to be charged and conditions to impose.

Section 12 Complaints Procedure

This section details what you need to do in the event of a complaint as well as the addresses and telephone numbers that you would need to contact.

Understanding what is and is not covered

Section B of this document sets out the cover we are able to provide you with. You will need to decide if the limits, type and levels of cover are appropriate for you and will cover your potential loss. If they are not you may be underinsured which will result in you having to bear part of any loss that you have not covered yourself.

Not everything is covered by this insurance policy, limits and conditions apply. It is important that you read this document carefully so that you can understand what is covered and the limitations.

Remember that your policy is not a maintenance contract. It is up to you to ensure that all measures are taken to maintain your vessel and machinery in a condition conducive to its use.

Read the words with special meaning to ensure that you understand what we mean by terms used in relation to the cover that we provide. For example, 'Market Value' is a defined term

that affects what we cover you for. Make sure that you understand what we specifically exclude. Each cover has specific exclusions that apply to it.

You should also ensure that you comply with the general conditions and claims conditions of the policy which set out certain obligations that you have. Failure to comply may result in a refusal to pay a claim.

We will only cover your interest in the insured property unless we specifically include the interest of a third party on your policy schedule.

The terms of your policy and premium are based on the information you have provided to us. You must ensure that all facts given are correct and you must contact us immediately if there are any changes to the information you have provided or at any time that you discover that the information is incorrect. Examples include but are not limited to:

- Changes in conditions, market value or use of the vessel
- Criminal charges or convictions of any person having an interest in the vessel
- Changes in mooring location or type of mooring for the vessel.

A failure to provide full and accurate information may invalidate your policy and may result in part of a claim not being paid or the entire claim not being paid. If you are in any doubt, please contact us to ensure that you are and remain fully covered.

Excess

If you make a claim under your policy, you may first have to pay a policy excess/deductible. We will pay the relevant amounts that we cover you for above any policy excess. You will be required to pay us any policy excess applicable prior to us dealing with a third-party claim. We will specify any policy excess on your policy schedule when we issue cover.

Language

Unless otherwise agreed in writing the language of your policy and any communication throughout the duration of the policy will be in English.

Data Protection Notice

To consider your request for insurance cover or administer subsequent dealings in respect of your policy we must process your personal data and where appropriate your 'sensitive' personal data and in doing this we will comply with the provisions of any applicable domicile data protection act. We may check and/or pass some or all of the personal information we obtain in connection with your policy or claim to our appointed service providers in order to administer the policy or for underwriting and claims handling purposes. We may also pass some or all of the personal information to regulatory or other organizations, so that we can comply with our obligations and we may also pass on some or all of the personal information to databases and fraud prevention agencies.

Premiums and Claims

All premiums are handled on our behalf by our underwriting agents Edward William SL. Claims are initially handled by us and will be passed to an appointed claims assessor of our choice.

Contacting Us

We are only able to discuss your policy with the person(s) shown on the policy schedule. If you require someone else to deal with your policy on your behalf, please contact our main agents Edward William SL at the address shown.

Applying for Cover

To apply for this insurance, you must complete our proposal form and send it to us. Depending on the information you provide on your proposal we may ask you for further information.

When completing the proposal or providing us with additional information in relation to your proposal, you must comply with your duty of disclosure. Please refer to the Duty of Disclosure section of this policy.

Where we agree to provide cover, we will issue you with a schedule of insurance which sets out:

- The period of insurance
- The vessel and/or property covered
- The limits of those covers
- The excesses that will apply to you or others
- Any variation to the standard terms

The premium that we charge you is based on a number of factors including your risk profile (e.g. where your boat is located, the type of boat being insured, its value, geographical limits and your insurance history etc.) It includes any amounts that take into account our actual or estimated obligation to pay any relevant government charges in relation to your policy as well as any additional service charges that we tell you about.

We will tell you when you apply, what premium is payable, when it needs to be paid and how it can be paid. Additional charges do apply if you pay your premium by instalments. Special conditions also apply to instalment payments as shown on your policy schedule.

You may be eligible for a no claims bonus which is a discount off of your premium. The no claims bonus you receive will depend on the number of years you have insured your boat and the number of claims that you have had. You are eligible for no claims bonus if you have experienced no claim against a pleasure craft policy for at least 12 consecutive months cover.

The no claims bonus discount is as follows:

- 1 year = 10% Discount
- 2 years = 15% Discount
- 3 years = 20% Discount
- 4 Years = 30% Discount (renewals only)
- 5 Years = 40% Discount (renewals only)

In the event that you make a claim against your policy your no claims bonus would revert to zero for the following renewal and will be earned again year on year as per the details above.

Cooling off Period

You have a cooling off period which means you can return your policy within 7 days of the commencement of the cover and we will refund the premium paid less any charges unless you have made or are entitled to make a claim under the policy or another party is entitled to make a claim against you for which you intend to rely on your policy. After the cooling off period ends you can cancel the policy by notifying us in writing, however there would be no refund due during the first 12 months of cover. For full details of your cancellation rights please see full details of cancellation rights under Section 9 of your policy wording.

SECTION B – Your Cover

Where we have agreed to cover you, your policy will consist of:

- This product disclosure statement which sets out details of your cover and its limitations
- The policy schedule we issue to you, which shows the terms and conditions that apply specifically to you such as the excesses that apply, the sums insured, the geographic limits of your policy and the endorsements that apply to your policy.

You should carefully read and retain this document, the schedule and any other document referred to above.

These documents should be read together as they jointly form the contract of insurance between you and us. Any new or replacement schedule we may send you detailing changes to your insurance contract or the period of insurance, will become the current schedule, replacing all previous schedules. Any new and amended schedules should be read carefully and retained. Should you find any errors or wish to make any changes to the cover in any way please contact our main agents immediately in order that they can issue the relative endorsement. We cannot be held responsible for any oversight on your part unless advised. Where we have agreed to cover you, we will insure you for the cover(s) specified on the schedule for the period of insurance on the basis:

- That you have paid the premium or agreed a payment plan for the cover(s) you have selected when you applied for this insurance and which the schedule indicates are in force.
- Of the verbal and/or written information provided by you which you gave having been advised of your duty of disclosure either verbally or in writing. If you failed to comply with your duty of disclosure we will be entitled to reduce our liability under the policy in respect of a claim and/or we may cancel the policy. If you have deliberately misled us or told us something which is fraudulent we also have the option of voiding your policy from the beginning and/or taking legal action against you.

For your assistance, we have provided a full explanation of your duty of disclosure and the consequences of non-disclosure under the heading 'Your Duty of Disclosure' on page 23 of this policy wording.

Words with special meaning

To understand this policy, you need to know what we mean by certain words. We explain the meaning we give these important terms below.

Accidental Loss or Damage means physical loss and/or damage which occurs by accident. An accident is a happening that is unforeseen, unavoidable and unintended by you.

Boat Tender means an auxiliary boat or dinghy which is carried on deck or towed behind your vessel that is used as a lifeboat or way of transportation to your boat, excludes personal watercraft unless agreed and extended in writing. The boat tender must be marked with the name and/or registration number of the parent vessel.

Constructive Total Loss where the cost of replacement or repair of your vessel exceeds the sum insured or where we consider that the cost of repair would exceed the market value of the vessel.

Excess means the amount shown on the schedule which you must pay first when you make a claim under your policy.

Fire and/or Explosion means accidental loss or damage caused to the boat from the combustion of materials.

Geographical Limits are the limits shown on the schedule of insurance under the section named cruising range.

Gradual Deterioration is the gradual degradation of the vessel caused by wear and tear, rust, rot, oxidation, corrosion, electrolytic or galvanic action, wasting or weathering.

Hull means the hull, deck, cabin, deck fixtures, equipment, appliances and fittings on or below the deck of the vessel.

Indemnity means that we will cover the **market value** for the replacement cost of the vessel and its parts as it stands at the time of a claim.

Latent Defect is a hidden flaw, weakness or imperfection in the design, manufacture or build of the vessel that is not apparent by routine inspection and is not the result of gradual deterioration or a lack of maintenance.

Machinery includes but is not limited to main or auxiliary engines including gear boxes, starter motors, alternators, electrical and mechanical equipment, cables and fittings, hydraulic equipment, piping and fittings, boilers, shafts, exhaust systems, generators, air conditioning equipment, tanks, pumps and water makers.

Market Value means the sale value of the boat, boats parts, personal possessions and/or navigation equipment immediately prior to the claimed loss or damage, taking into account the condition and age of the items and the location of the vessel.

Maximum Design Speed is the maximum speed that the vessel is designed to achieve under power as stated by the vessel manufacturer with the particular engine fitted.

Personal Belongings means items of a personal nature that you own and use specifically for the vessel that would not normally be sold with the vessel. This includes but is not restricted to portable navigation equipment, fishing gear, diving equipment, clothing, shoes, waterproof gear, wetsuits, portable electrical goods. Cover for personal belongings is based on **Market Value** at the time of the loss or claim.

Policy the policy of insurance is represented by this document together with the marine insurance schedule.

Schedule is the document issued to you by us which details coverage, values and additional limitations

Sum Insured is the value of the vessel or other insured property as specified in the policy schedule.

Vessel means the insured vessel as described in the policy schedule it includes the hull, machinery, gear and equipment, tender and road trailer that are specified or are part of the original purchase of the vessel and included within the sums insured shown on the schedule.

Windstorm is defined by insurers as any occurrence whereby the wind speed exceeds Force 6 on the Beaufort Scale, that being in excess of 27 knots (32mph, 52km/h).

Please note that the following covers (Sections 1, 2 and 3) are subject to the sections of this policy called general conditions, general exclusions and claims conditions as well as the other terms of the policy.

Section 1 – Accidental Loss or Damage to Your Vessel.

What We Cover

We will cover you for accidental loss, damage, fire and/or explosion and theft of your vessel which occurs during the period of insurance as shown on your policy schedule and is within the Geographical limits shown on your policy schedule, including whilst your vessel is in transit on the trailer by road, rail, or ship, provided that your vessel is designed to be towed on the trailer and all local laws regarding towing are adhered to.

At our option, we will (subject to payment of the relevant excess)

- Repair or replace your vessel or
- Pay you the reasonable cost of repairing or replacing your vessel or
- Pay you the market value of your vessel

We will not pay more than the applicable sums insured and limits specified in either this policy wording or your marine insurance schedule.

In respect of the repair or replacement of property, we will reimburse you for the cost of reasonable repairs and or replacements required to bring the property as near as possible to its appearance prior to the claimed loss or damage.

We will deduct an amount for wear and tear and depreciation that we may consider applicable due to the age and general condition of the Item/s being claimed for. In the event of partial damage, claims will be settled based on the proportion of the vessel damaged being the proportion of the sum insured applicable. Loss or damage to the vessels main engine(s) or attached gearbox and transmission caused by the failure of any component part provided that:

- The engine(s) or attached gearbox and transmission are less than 5 years old from the date of first manufacture
- Is professionally installed
- Has a maximum design speed not exceeding 17 knots unless insurers have been informed and the speed boat clause is shown on your insurance schedule.
- You can provide written evidence that all of the manufacturer's maintenance recommendations have been carried out.

The cover under this clause 1.1 does not extend to the outboard motor or the cost of replacing or repairing the failed component.

1.2 Loss or damage to personal effects is limited to UK£250.00 (or equivalent currency) per item as specified on your policy schedule should this cover be selected.

1.3 Loss or damage to fishing gear, water ski equipment, diving equipment and tools is limited to UK£250.00 (or equivalent currency) per item as specified on your policy schedule should this cover be selected.

1.4 Salvage charges, wreck removal and disposal will be covered if selected on the proposal form and shown as an endorsement on your policy schedule. If your vessel is damaged or sinks accidentally we agree to recover it or the law requires that it must be removed, then we will pay the reasonable costs of the salvage charges incurred for the removal/recovery of the wreck up to the amount requested and specified on your policy schedule. This cost will be paid in addition to the sum insured for your vessel noted on your policy schedule.

What We Do Not Cover

We will not cover you:

1. For any reduction in the value of the vessel as a consequence of damage and/or repair.
2. For previously unrepaired damage to the vessel (except where required to prevent or minimize a loss)
3. For the cost of making good any defect arising from any repair, alteration or maintenance work carried out on the vessel
4. For the cost of making good any fault or error in design or construction
5. For theft of a tender that does not have an identifiable mark
6. For personal belongings in relation to any vessel under 15 feet in length overall.
7. For any single item of personal effects, fishing gear, diving equipment, water ski equipment and tools in excess of UK£250.00 (or equivalent currency) unless agreed by us.
8. For jewellery, cash, debit/credit cards, eyewear, mobile personal electronic devices and other forms of computer equipment unless agreed by us.
9. For breakage of articles of a fragile or brittle nature.
10. For personal belongings insured under any other policy of insurance.
11. For loss or damage to personal effects, fishing gear, diving equipment, water ski equipment and tools unless they were stored on or being used on your vessel at the time of loss or damage
12. For theft from your vessel of personal effects, fishing gear, diving equipment, water ski equipment and tools unless there is physical evidence of forcible or violent entry in to a lockable part of your vessel.
13. For loss or damage to cameras, portable radios, mobile phones, moorings, provisions

and fuel unless you specify these items individually and we agree to extend the cover to them in writing

14. For theft by persons to whom your vessel is entrusted
15. For loss or damage to an outboard motor when secured to your vessel or the vessel tender in a manner other than that specified or recommended by the manufacturer of the motor, your vessel or your vessel's tender.
16. For theft of any outboard motor whose serial number you do not provide us with or theft of the outboard motor unless from a locked cabin or locker, locked storage, locked vehicle or secured to the vessel or her tender by an anti-theft device specifically designed and marketed for the purpose in addition to the normal method of attachment.
17. For theft of the trailer and any items attached to it, including the vessel, unless the trailer has been locked with a wheel clamp or is stolen from a locked building following forcible or violent entry to or exit from said building.
18. For damage to the tyres of your trailer.
19. For loss or damage caused by wear and tear, gradual deterioration, vermin, corrosion, electrolysis, mould, osmosis, inherent vice and/or lack of maintenance.
20. For gradual accumulation of rainwater or snow in or on the vessel unless resulting from sudden, rare and extreme weather conditions or frost and or freezing unless you can provide evidence that you have taken all necessary preventative measures including, but not limited to, compliance with all manufacturers recommendations or where manufacturers recommendations do not exist; acting on the advice of a qualified marine engineer including the correct use of anti-freeze.
21. For incursion of water into the vessel unless sudden and unforeseen, or accidental.
22. For any water damage caused by partial or total immersion unless the vessel is fitted with a fully functional and working automatic bilge pump.
23. For loss or damage to sails caused by the wind or water whilst in use, unless the spars they are attached to are damaged at the same time.
24. For the mast, spars, sails and rigging whilst the vessel is racing unless this has been agreed by us and is shown on the schedule of insurance in which case cover is extended.
25. For windstorm as defined by insurers (see words with special meanings on page ten of this policy) unless otherwise stated on your schedule of insurance.
26. For lightning strikes on sailing vessels where a lightning rod is not attached to the mast.
27. For consumables, which are goods used by you that must be replaced regularly because they wear out or are used up including, but not limited to, food, drink, paint, varnish, lubricants and fuel.
28. For malicious damage caused by any person/s named in the schedule or their immediate families.
29. For mechanical parts, fittings and appliances that are not in accordance with

manufacturers original specifications.

30. For loss or damage to a motor caused by or resulting from seizure and/or overheating unless caused by an external blockage.
31. For loss or damage which is a secondary financial loss sustained by you as a result of loss or damage to your vessel or other insured property or associated loss or damage.
32. For the cost of repairing or replacing any part of your vessel due to mechanical and/or electrical breakdown or failure.
33. For the cost of repairing or replacing any part of your vessel due to fault or error in design or construction.
34. For the cost of improving or altering your vessel.
35. For any damage whilst the vessel is being lifted from or returned to the water and for scratching and gouging whilst on a trailer or any other mode of transportation whilst in transit.
36. For emotional, psychological, or sentimental loss which occurs due to the loss or damage sustained to your vessel.
37. The resulting direct physical loss to the insured yacht for a dismasting unless a professional rig inspection was completed within the last two years and any deficiencies that were identified with the standing rigging or chain plates were remedied as recommended and the work was completed by a professional rigger.

Dismantling, Diagnosis and Reassembly Costs

Where you make a claim for loss or damage to your vessel, we may in some circumstances, require you to:

- Dismantle your vessel; or
- Authorise us to dismantle your vessel,

So, we can assess your claim for the relevant loss or damage and /or decide if it is valid. If you do not agree we may refuse to assess and/or pay your claim.

Where we determine that the claim for loss or damage to your vessel is:

- Not covered by your policy, you will be responsible for the costs of the above dismantling as well as any costs associated with the dismantling (including but not limited to any diagnosis, reassembly, repair and /or replacement costs).
- Covered by your policy, we will settle your claim in accordance with the terms and conditions of your policy.

Section 2 – Your Liability to Others.

What We Cover

We will cover you or anyone in charge of your vessel with your consent for their legal liability to pay compensation in circumstances specified below, up to the sums insured shown on the policy schedule but restricted to US\$300,000 (or equivalent currency) whilst in USA and

Canadian waters in respect of any one incident or series of incidents arising from the same event resulting from:

2.1 damage to any other vessel or property

2.2 death or injury, except to paying passengers unless agreed by us and shown on the schedule of insurance.

2.3 pollution arising from sudden and accidental discharge, release or escape of fuel, lubricants or sewage either directly or indirectly from holding tanks on your vessel within the geographical limits shown on your policy schedule, other than liability connected with:

- Your own recklessness, deliberate actions or misconduct
- the recklessness, deliberate actions or misconduct of any person in possession of your vessel either with or without your permission.
- fuel or lubricants not being used in connection with the operation of your vessel at the time of loss.
- lack of maintenance on your vessel resulting in the discharge.
- fines, punitive, aggravated or exemplary damages

We will pay no more than UK£150,000 (or local currency) for any one discharge, release or series of discharges, releases or escapes in any one policy period including legal expenses.

2.4 Legal costs incurred or required to be paid when defending a claim, subject to our prior written consent.

2.5 fees and/or expenses incurred in respect of attendance at any official enquiry, subject to our prior written consent.

2.6 Water-skiing (only applies when the policy schedule shows that you have selected this option).

You and/or any person using your boat with your permission and/or any person engaged in water-skiing, wakeboarding and/or aquaplaning activities (using only recognised and commercially manufactured water ski and/or wakeboarding equipment and/or barefoot water-skiing) while being towed by your boat within the geographical Limits during the period of your insurance cover for:

- Death or injury to any person caused by a water-skier who is being towed by your vessel.
- Property Damage caused by a water-skier being towed by your vessel.

Cover is not provided under this option unless the policy schedule shows that you have selected this option and a person is on board your vessel competently and in accordance with relevant legal requirements observing the water-skier and/or aquaplaning activities in addition to the person in control of your vessel at the time of the incident giving rise to a claim. Death or injury to the water skier being towed by your vessel is not covered.

2.7 Marina liability is covered for legal liabilities imposed upon you by the terms and conditions of a lease agreement with you for the provision of a berth, mooring or storage facility for your vessel, unless such liabilities are covered under another contract of insurance.

2.8 Legal costs are covered. Provided we first agree in writing, we will pay for all legal costs and expenses incurred in defending any court proceedings which may arise in respect of any

liability covered by this section.

We will not pay for third parties legal costs or for any legal costs and expenses relating to any criminal, maritime or traffic proceedings.

What We Do Not Cover

No cover is provided in respect of

1. Legal liabilities of anyone operating, managing or working upon the vessel who is employed by a ship yard, repair yard, marina, yacht club, sales agency, delivery contractor, similar organization or self-employed who should have been covered by any compulsory compensation insurance
2. Any liability for accidents or illness to any person engaged by you in connection with the vessel under a contract of employment.
3. Any liability to third parties admitted, accepted or agreed without our consent.
4. Any liability to third parties whilst the vessel is being used for water-skiing, towing of water toys, aquaplaning or similar activity unless we have agreed to such activity and it is shown on your schedule of insurance, in which case refer to clause 2.6 above.
5. Any liability arising whilst the vessel is used for or in connection with parascending or other similar activity unless we have agreed to such activity and it is shown on your schedule of insurance. If such activity is agreed cover will not extend to persons outside of the vessel taking part in said activity.
6. Any liability to third parties while the vessel is attached to, carried on or towed by a motor vehicle or has become unintentionally detached from a motor vehicle.
7. Any liability to any person if they or anyone else has paid for them to be on-board the vessel unless cover has been extended to include commercial use and passenger liability.
8. Any liability arising other than from the hull, motors, masts, spars, rigging, sails, equipment and accessories being used on your vessel, vessels' tender or trailer.
9. Any liability for loss or damage occurring to property owned by you or in your physical or legal control or owned by any person using your vessel or in their physical or legal control.
10. Any liability for disease that is transmitted by you or anyone using your vessel.
11. Any liability for fines or penalties and/or aggravated or exemplary damages
12. Any liability for any relief or recovery other than monetary amounts.
13. Any liability from a contract that imposes on you a liability which you or a covered person would not otherwise have.
14. Any liability that is covered under any other policy. We will be liable under this section 2 only for the amount your liability exceeds the limits of cover under any other policy.
15. Any liability that is in part covered in any way by any:
 - Statutory or compulsory insurance policy or statutory or compulsory insurance, or

- Compensation scheme or fund even if the amount recoverable is nil, or
 - Any other policy of insurance which covers the loss, whereby the Third party must claim from their own insurers who will then by way of subrogation file a claim against your insurers.
16. Any liability arising directly or indirectly out of or in any way connected with the existence, at any time, of asbestos
 17. Any liability arising directly or indirectly from or in any way connected with, the existence, use, operation, or maintenance, at any time, of computer technology, electronic mail, a computer virus, an internet site or other internet-based service, intranet or any web site.
 18. Any claim directly or indirectly caused using diving equipment.
 19. When the vessel is under tow or towing another vessel with the exception of the vessels tender or unless agreed by us.
 20. Any Liability where the third party is uninsured and subrogation cannot apply.

Section 3 – Injury to The Named Insured

What We Cover

We shall pay UK£5000 (or equivalent currency) to a named insured during the period of insurance in an accident when using your vessel within the geographical limits shown on your policy schedule, and that results in:

- 3.1 Death
- 3.2 Physical severance or permanent loss of use of the entire arm, hand, leg and/or foot.
- 3.3 Permanent loss of sight in one or both eyes.
- 3.4 Permanent total disability which has lasted at least 52 weeks post incident and which prevents or precludes any gainful employment and where medical advisors that we may appoint confirm that the disability will not improve.

Payment of a claim under this section is subject to the named insured obtaining medical attention from a qualified medical practitioner and undergoing any medical examination requested by us.

What We Do Not Cover

1. Death, permanent injury or total loss of a limb occurring after 12 months from the date of the accident.
2. Self-inflicted death or injury, including suicide or attempted suicide whilst sane or insane.

Section 4 – Emergency Medical Expenses

What We Cover

4.1 Cover is provided for the cost of emergency medical expenses, up to a maximum of UK£1000 (or equivalent currency) incurred by you, your family and guests in respect of injuries suffered as a result of an accident sustained as a direct result of the vessel sinking or being in collision with another vessel or other external object other than water, whilst on board the vessel with your permission.

What We Do Not Cover

1. Any person employed or paid to be on the vessel.
2. Any person if they or anyone else has paid for them to be on-board the vessel unless cover has been extended to include commercial use and passenger liability.
3. Self-inflicted injury whilst sane or insane.

Please note that all other conditions, exclusions, general excesses and deductions apply in every case.

Section 5 – Racing

What We Cover

Whilst the vessel is racing and this has been agreed by us and is shown in the schedule of insurance cover is provided for:

- 5.1 Loss or damage to mast, spars, sails and rigging to a maximum of 65% of the value prior to deduction of policy excesses/deductibles and write downs (see section 8)
- 5.2 Loss of race entry fee up to UK£500 (or equivalent currency) if your vessel is unable to take part in a regatta, series or event which you have entered as a result of any loss to the vessel covered under section 1 of the policy.

What We Do Not Cover

1. The vessel if it is not a sailing vessel
2. The additional excess as stated on your policy schedule
3. Mast, Spars and Sails unless the full value of mast, spars, sails is shown on your schedule of insurance.
4. **Please note that all other conditions, exclusions, general excesses and deductions apply in every case.**

Section 6 – General Conditions That Apply to The Whole Policy

You **must comply** with all of the following conditions that apply to all sections of this policy:

- 6.1 If you give permission for someone else to be in charge of the vessel, you must take steps to ensure that they have the experience and/or required qualification to do so.
- 6.2 The vessel must not be navigated single handed by anyone for a period in excess of 12 consecutive hours or in any event unless single handed sailing has been requested and agreed by us. This will be shown on your policy schedule.
- 6.3 The vessel must at all times be maintained in a condition conducive to its use.

- 6.4 Vessel should be lifted for maintenance on a regular basis and a minimum of once every five years.
- 6.5 You must not make any commitment on our behalf without our prior agreement.
- 6.6 The vessel and the manner in which it is used or operated must comply with all statutory and local regulations or licensing conditions, as are applicable.
- 6.7 You must not use or allow the vessel to be used for any unlawful purpose.
- 6.8 All named insured's and persons given permission to operate your vessel will be at least 25 years old unless agreed by us in advance.
- 6.9 The amount of cover you require should fully cover the value of the vessel and accessories. If the value requested does not represent the full value of the vessel and accessories then claim settlements will be based on the percentage of cover requested and shown on your schedule of insurance.
- 6.10 Where you pay your premiums by instalments you must ensure that you pay each instalment on time. If an instalment is unpaid your cover will be cancelled with immediate effect and you will be required to pay the balance in full along with an administration fee to reinstate the cover under the policy.
If an incident occurs following cancellation for non-payment of an instalment any claim during the period of cancellation will be declined even if you subsequently reinstate the policy cover.
- 6.11 You must notify us as soon as possible if you modify or intend to modify your vessel from the manufacturers original specifications. When we receive this information we may:
- Alter the terms and conditions of your policy
 - Charge you an additional premium
 - Cancel your policy
 - Decide not to offer to renew your policy
- If you do not provide the information we may not pay a claim under the policy.
- 6.12 If you have been at sea in your vessel for more than 24 hours and your policy would otherwise expire (other than by cancellation), we will provide a temporary extension to the period of insurance until 24 hours after your vessel arrives at its next port. The temporary extension to the period of insurance will apply automatically unless, when your vessel arrives at its next port, you do not notify us within 24 hours of its arrival to make arrangements to renew your policy.
- 6.13 If you sell, transfer or give away your vessel the cover will cease to apply upon completion of the sale, transfer or disposal unless you decide to transfer the remaining period of insurance cover to the new owners. We will transfer this at no additional cost to you subject to a proposal form from the new owner.
- 6.14 Other Insurance: - in accordance with legislation covering dual insurance, we will only provide cover to the extent that the amount of the claim is in excess of any payment that may be made from any other insurance.
- 6.15 Additional copies of your documents can be provided upon request but there would be an administration fee applied.

Section 7 – General Exclusions That Apply to The Whole Policy

You are not covered for any claim arising

- 7.1 While the vessel is outside of the cruising range shown in the schedule of insurance, unless required to safeguard the vessel, you or your guests.
- 7.2 From windstorm above force 6 on the Beaufort Scale unless agreed by us and shown on your policy schedule.
- 7.3 fire or explosion on the vessel if fitted with inboard machinery unless:
 - a. The vessel is equipped in the engine compartment with a fire extinguishing system which is either automatically operated or has controls at the steering position or has controls next to the engine compartment, or
 - b. Has portable firefighting equipment on board and that allows access to the engine compartment through a designated access panel.All fire extinguishing equipment must be properly installed, maintained and up to date.
- 7.4 when the vessel is being used for charter, hire, or any commercial purposes unless agreed in advance by us.
- 7.5 from any claim arising from an incident involving your vessel or any vessel covered by this policy when the vessel is under the control of:
 - An unlicensed person when a license is necessary
 - A person without adequate experience to reasonably control the vessel.
 - A person under the influence of alcohol, drugs and/or ignoring medical advice.
 - A person who has been refused boat or motor vehicle insurance within the last five years, unless we have been notified of the refusal and we have subsequently agreed to cover such a person under this policy.
- 7.6 from racing or speed tests unless agreed by us and shown on your policy schedule
- 7.7 from any damage caused by wear and tear, mold, deterioration, vermin, corrosion, electrolysis or inherent vice.
- 7.8 from your vessel or any vessel covered by this policy being fitted with a motor more powerful than that recommended by the manufacturer of its hull.
- 7.9 For any motor vessel that exceeds 17 knots unless this is agreed by us and shown on your insurance policy schedule. If this is agreed, then the following exclusions apply:
 - sinking or swamping whilst the vessel is unattended afloat off an exposed beach or shore.
 - Rudder, strut, shaft, propeller, or any part of an outboard motor unless this has been agreed by us and is shown on your policy schedule.
- 7.10 from any claim caused by or arising because of the unseaworthiness, lack of repair or maintenance of your vessel or any vessel covered by this policy.

- 7.11 from any claim caused by or arising because of the use of your vessel or any vessel covered by this policy for water-skiing, unless you have advised us, and we agree to extend cover in writing on your policy schedule.
- 7.12 From any claim caused by or arising because of pollution or radioactive contamination except as otherwise specifically covered in the policy.
- 7.13 From ionizing radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel including:
- 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 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.
- 7.14 From any chemical, biological, chemo-biological, or electromagnetic weapon.
- 7.15 from any claim for loss, damage, liability, injury, illness, death arising directly or indirectly out of or in any way connected with:
- any act of terrorism arising directly or indirectly out of or in any way connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion or,
 - any action controlling, preventing, suppressing, retaliating against, or responding to any act referred to in this section 7.14.
 - an act of terrorism includes but is not limited to, any act, preparation in respect of action or threat of action designed to
 - a. influence a government or any political division within it for any purpose, and/or
 - b. influence or intimidate the public or any section of the public with the intention of advancing a political, religious, ideological, or similar purpose.
- 7.16 From war, civil war, conflict, commotion, and riot.
- 7.17 From any claim involving false or fraudulent representation by you or any person acting with your express or implied consent. Under these circumstances we may refuse payment of any claim and/or cancel the policy.
- 7.18 From any claim caused by or arising as a result of a malicious or criminal act (including theft, conversion or misappropriation) caused by or involving you or any person who is acting with your express or implied consent.
- 7.19 From any claim arising from an incident involving your vessel or any other vessel covered by this policy or other insured property when it is being used for an unlawful or illegal purpose.
- 7.20 From any claim for loss or damage caused by or arising as a result of the lack of reasonable care, protection and/or security of your vessel or any vessel covered by this policy or other insured property.

- 7.21 From any claim for loss or damage caused by or arising as a result of the mooring used by your vessel or any vessel covered by this policy not being:
- an officially regulated mooring with a signed contract in place, unless agreed by us and shown on your policy schedule. In the event we agree to an unregulated mooring refer to clause 8.1.
 - of a suitable design and weighting for your vessel or any vessel being covered by this policy.
 - Appropriately sited.
 - Regularly maintained and inspected on at least an annual basis and being kept in good order.
- 7.22 From any claim caused by or arising because of your vessel or any vessel covered by this policy exceeding the speed declared on your proposal form.
- 7.23 From any claim for loss or damage to any appliance, machinery, equipment or other property which is a computer, or which contains or comprises any computer technology and which:
- Fails to perform or function in the precise manner for which it was designed for any reason arising from the performance or functionality of such computer technology or,
 - arises directly or indirectly from the importation of any software virus whether the importation was malicious, negligent or accidental.
- 7.24 From any loss of use of the vessel, loss of profits or loss of value.
- 7.25 From the cost of travel expenses and temporary accommodation.
- 7.26 From indirect losses unless specifically covered elsewhere in the policy.
- 7.27 From any punitive or exemplary charges or any costs resulting from any criminal proceedings.
- 7.28 From any loss or damage to your moorings.
- 7.29 From any loss or damage caused by racing, if the vessel is not a sailing vessel unless agreed by us.
- 7.30 From any incident that may give rise to a claim whilst your vessel is left anchored in open mooring or off of a beach or off shore without shelter, and without the presence on board of a person who can take care of navigation, unless underwriters have been informed and such provision is given on the policy schedule.
- 7.31 From any incident that may give rise to a claim whilst navigating between the hours of sun set and sun rise unless we have been informed and such provision is shown on the policy schedule.
- 7.32 From any incident arising from the negligence of you or any representative in charge of the vessel by order and with the knowledge of you.
- 7.33 From any salvage charges unless agreed with us and stated on the policy schedule.
- 7.34 From any action brought in a court of law outside of Uruguay or a court

that applies law that is not Uruguayan law.

- 7.35 Contact with a charted reef and/or grounding during the hours of darkness or when the sun is below 5 degrees from the horizon whether under way or at anchor.
- 7.36 Contact with a charted reef and/or grounding where a forward lookout and appropriate navigation equipment including forward facing sonar has not been utilized.
- 7.37 Piracy will be excluded in any areas highlighted by the IMB (International Marine Bureau) as risk areas.

Section 8 – General Excesses and Deductions

The excesses stated in your policy schedule will be deducted from all claims including total loss claims after any deductions made for wear and tear.

- 8.1 The excess/deductible applicable under this policy is doubled when the vessel is moored, or at anchor on a regulated and annually inspected mooring with a contract in place, unless said mooring is on a secure pontoon or wall mooring in a recognized marina, or on a permanent riverside mooring. In the event that we agree to an unregulated mooring with no contract in place this will be shown on your policy schedule and the excess/deductible will be trebled.
- 8.2 Prior to the deduction of the policy excess we will reduce the amount we will pay for wear and tear if repairing or replacing the following items would restore them to a better condition than prior to the loss or damage.
- Protective covers and canopies
 - Machinery (excluding outboard motors), batteries and tenders
 - paintwork and surface finish
 - upholstery and soft furnishings
- 8.3 Claims for outboard motors will be paid based on the current market value at the time of the loss or the sum shown in the policy schedule whichever is the lower.
- 8.4 Claims for outboard motors and tenders will be subject to a UK£200 excess (or equivalent currency) or the excess amount shown in the policy schedule whichever is the higher.
- 8.5 Claims for personal belongings will be subject to a UK£200 excess (or equivalent currency) or the excess amount shown in the policy schedule whichever is the higher.
- 8.6 Whilst the vessel is racing and cover for this has been agreed by us and is shown on the policy schedule the excess shown on the policy schedule will be doubled.
- 8.7 In the event of a claim to mast and spars the value will be calculated on a sliding deduction scale of 5% per annum from the date of manufacture or age of vessel.
- 8.8 In the event of a claim to sails and rigging the value will be calculated on a sliding deduction scale of 10% per annum from the date of manufacture or age

of vessel

8.9 In the event of a claim involving marine electronics and/or engines the value will be calculated on a sliding scale of 10% per annum from the date of manufacture or age of the vessel unless partial loss depreciation waiver is purchased and shown on the policy schedule.

8.10 The policy excesses in respect of all claims will be increased by UK£250 (or equivalent currency) during the winter period. The minimum applicable excess during this period will be no less than UK£500 (or equivalent currency).

8.11 In the event of any claim, accident, or loss against this policy in the first 90 days from inception the policy excess will be trebled.

8.12 In the event of any claim resulting from fire or explosion the policy excess/deductible will be doubled.

Section 9 – Cancellation and Return of Premium

9.1 You may cancel the policy at any time by contacting us or our main agent in writing.

9.2 We may cancel your policy at any time where there is a valid reason, subject to giving you 15 days' notice in writing. Valid reasons for cancelling your policy include but are not limited to:

- non-payment of premium
- non-cooperation/failure to provide information and,
- reasonable suspicion of fraud.

We will refund the premium less the time on risk charge as shown in 9.3 below

9.3 Time on risk charges are as follows:

- 1 – 3 Months 40% of the premium
- 4 – 6 Months 60% of the premium
- 7 – 9 Months 80% of the premium
- over 9 months Full Premium.

Refunds will be made net of any commissions paid, taxes and administration fee.

9.4 The policy may be cancelled at any time by mutual agreement.

9.5 You may cancel the policy within 7 days of purchase whereby you can obtain a full refund less any commissions, taxes and administration charges unless you have made or are entitled to make a claim under the policy or another party is entitled to make a claim against you for which you intend to rely on your policy.

9.6 Following the cooling off period there will be no refund of premium during the first year of the contract being in force.

9.7 In the event of a claim the annual premium must be paid up in Full. There will be no refund of premium if a claim has been paid during the current period of insurance or where another party is entitled to make a claim against you for which you intend to rely on your policy.

9.8 No refund of premium will be made if minimum premium applies and is shown on your schedule of insurance.

Section 10 – Claims

In the event of **any** incident that may give rise to a claim you must:

- 10.1 Notify us immediately of the details of any loss or damage anticipated or actual liability, death or injury which is likely to result in a claim under this policy, complete a claim form and forward it to us.
- 10.2 Ensure that your premium is paid in full prior to us initiating the claims process.
- 10.3 Report a claim within 21 days of the incident. Any claims reported outside of this time scale will not be considered by us
- 10.4 If your vessel is damaged and you are covered under this policy for the cost of repairing such damage, you must obtain a written **itemised** quotation for repairs we may require statements and/or photographs and other documentation to support your claim. Be able to prove your loss. Please ensure you keep:
 - All documentation relevant to the ownership or purchase of your vessel and all other property insured under this policy in a safe place other than on board.
 - Any service records relevant to your vessel and any other property insured under this policy in a safe place other than on board.
 - Evidence to support the amount of any accidental loss or damage.
- 10.5 Assist us and anyone else we appoint, such as assessors, surveyors or solicitors with the investigation and handling of your claim. This includes but is not limited to full details of the loss and any written statements and documents that we may consider relevant to the claim. Failure to assist with the processing of your claim may result in the claim being delayed or declined.
- 10.6 Not admit fault, guilt or liability, negotiate or make any offer of settlement or payment, authorise repairs or replacements or defend any claim without our approval. Failure to comply with these requirements may result in your claim being refused.
- 10.7 In the event of the theft of the vessel, tell us the hull identification number if the vessel has one.
- 10.8 In the event of theft or malicious damage obtain a crime reference number from the police.
- 10.9 Take all possible steps to prevent further loss or damage to your vessel. Steps include but are not limited to:
 - Dry the engine
 - Drain oil and fuel
 - Flush out the engine with hose or dewatering fluid.
 - Drain again
 - Fill with oil and dewatering fluid.
 - Take to repairer or mechanic as soon as possible.
 - Act as a prudent uninsured.

- 10.10 Where you make a claim for loss or damage to your vessel, we may in some circumstances, require you to:
- Dismantle your vessel; or
 - Authorise us to dismantle your vessel, so we can assess your claim for the relevant loss or damage and /or decide if it is valid. If you do not agree we may refuse to assess and/or pay your claim.
- Where we determine that the claim for loss or damage to your vessel is:
- Not covered by your policy, you will be responsible for the costs of the above dismantling as well as any costs associated with the dismantling (including but not limited to any diagnosis, reassembly, repair and /or replacement costs). Covered by your policy, we will settle your claim in accordance with the terms and conditions of your policy.
- 10.11 We have the right to settle any claim made against you by a third party.
- 10.12 We have the right to bring a claim or legal proceedings in your name in order to recover any sums that we have paid.
- 10.13 We may replace the vessel or any insured item with one of similar age, type or condition even if the appearance is not the same.
- 10.14 We will not pay the cost of replacing any undamaged item or parts in order to match parts that have been repaired or replaced as a result of a claim under the policy.
- 10.15 We will not pay more than the sum insured for any item listed in the schedule of insurance less any applicable excess or other deduction as stated in section 8, subject to the terms and conditions of the policy.
- 10.16 You must send two repair estimates and we may request that you take your vessel to another repairer. You must get a written agreement from us to start repairs before we will consider them. You must make vessel available to us for our inspection. It is your responsibility to ensure that you are satisfied with the repairs to your boat.
- 10.17 If we make a total loss payment for your vessel, the vessel becomes our property and we will keep the proceeds of any salvagesale.
- 10.18 You are required to pay any applicable excess shown on the policy schedule, for each and every claim made under your policy, including total loss claims. Third party claims will not be dealt with until the relevant policy excess is received by us.
- 10.19 Acceptance of this policy and payment of the premium constitutes an acceptance by you of all legal costs incurred by you or any other party in the event of a dispute with us.
- 10.20 Make any payments necessary once approved by us and forward final settled invoices for reimbursement within the terms and conditions of your policy.
- 10.21 In the event of abandonment whereby you abandon the vessel and make no attempt to mitigate the loss, any claim can be repudiated and/or the policy can be voided from inception.

Section 11 – Duty of Disclosure

11.1 You have a duty to tell us before the policy is entered into, every matter known to you which

- you know or
- A reasonable person in the circumstances could be expected to know, is relevant to our decision whether to insure you and whether any special conditions need to apply to your policy.

11.2 This duty applies when you renew, extend, vary or reinstate the policy.

11.3 You do not need to tell us about any matter that

- Diminishes our risk
- Is of common knowledge
- We should know as an insurer, or
- We tell you we do not need to know.

11.4 Everyone who is insured under this policy must comply with this duty.

11.5 If you or they do not comply with this duty, we may cancel the policy or reduce the amount that we would pay if you make a claim – perhaps to zero. If fraud is involved, we may treat the policy as if it never existed and pay nothing.

Section 12 - Endorsements.

We can adjust the standard policy using the endorsements below in order to ensure that your individual requirements are met:

Taken Ashore – It is warranted that the insured vessel will be taken and kept ashore on all occasions after use and in any event overnight and kept in a locked building.

Netting and Potting – Cover is extended to include static fishing and the use of nets, pots, lines etc. but does not include loss or damage to any fishing gear by any cause whatsoever or any liability arising from the positioning of such gear. It is also warranted that the insured and/or the insureds qualified skipper be on board and in control of the vessel at all times when so used.

Diving Parties – Cover is extended so that the vessel may be used for charter diving parties but cover does not include liability to or any of the divers whilst in the water. It is also warranted that the insured and/or the insureds qualified skipper be on board and in control of the vessel at all times when so used.

Single Handed Sailing – Permission is given for this vessel to be sailed single handed by the owner or any person whose details of experience etc. have been submitted to and accepted by us within the cruising limits authorised on the schedule. Subject to the terms and conditions of these Northernreef Yacht Clauses.

Builders Risks – Builders risks to apply including sea trials within one-mile radius of either the boat yard or home port.

Houseboat/Live-aboard – Cover is extended to allow residential occupation by the insured and/or the insureds family or as otherwise advised and accepted by us. This endorsement warrants the vessel to be your main/only residence.

Racing Risk – Permission is given for this vessel to be used for racing as per the terms and conditions of these Northernreef Yacht Clauses under section 5 on page 16.

Night Navigation – Cover is extended to include navigation between the hours of sunset and sunrise. Any policy excess applicable to all sections of the policy will be increased by fifty percent (50%) whilst the vessel is being navigated during these hours.

Agreed Value – If shown on your insurance schedule we guarantee to pay the sum insured agreed in the event of a total loss or constructive total loss claim. Agreed value will only be applied once we are in receipt of proof of purchase, a full survey, valuation and recent photographs of the vessel and said documents have been approved by us. Until these documents are approved the policy will be one of indemnity/market value (See Market Value on Page nine of this policy)

Marine Legal Protection (UK Only)

1 Cover applies to the insured person referred to in the main schedule. We agree to provide indemnity as long as:

1.1 the premium has been paid

1.2 the date of occurrence of the insured incident is during the period of the insurance and it happens within the territorial limit.

1.3 any legal proceedings are dealt with by a court, or other body which we agree to, in the territorial limit.

1.4 For civil claims, it is always more likely than not that an insured person will recover damages (or obtain any other legal remedy which we have agreed to) or make a successful defence.

2 For all insured incidents we will help in appealing or defending an appeal as long as the insured person tells us within the time limits allowed that they want us to appeal. Before we pay the costs and expenses for appeals we must agree that it is always more likely than not that the appeal will be successful.

3 We will only pay the costs and expenses charged by a representative appointed by us.

4 The most we will pay for all claims in any one policy period is UK£10,000.

Insured Incidents

We will negotiate for the insured persons' legal rights after an event which causes damage to the insured boat or to personal property in it.

What is not covered

- 1 Any claim reported to us more than 21 days after the insured person should have known about the insured incident.
- 2 Costs and expenses incurred before our written acceptance of a claim.
- 3 Any claim relating to the following:
 - 3.1 an insured persons' dishonesty or violent behaviour
 - 3.2 a contract regarding an insured persons' profession, business or employment or the use of the boat for business or reward.
 - 3.3 the settlement payable under an insurance policy.
- 4 Fines, penalties, compensation or damages which an insured person is ordered to pay by a court or other authority.
- 5 Defending an insured persons' legal rights after an event which causes the death of or bodily injury to, an insured person.
- 6 Any legal action an insured person takes which we or the representative have not agreed to or where the insured person does anything that hinders us or the representative.
- 7 A claim directly or indirectly caused by or resulting from any device failing to recognize, interpret, or process any date as its true calendar date.
- 8 Any claim caused by, contributed to or arising from:
 - 8.1 ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
 - 8.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it. costs involved
 - 8.3 war invasion, terrorism, foreign enemy hostilities (whether war be declared or not), Civil war, rebellion, military force or coup.
 - 8.5 pressure waves caused by aircraft or any other airborne devices traveling at sonic or supersonic speeds.

Conditions that apply

- 1 An insured person must:
 - 1.1 keep to the terms and conditions of this policy and endorsement
 - 1.2 try to prevent anything from happening that may cause a claim
 - 1.3 take reasonable steps to keep any amount we have to pay as low as possible
 - 1.4 send everything we ask for in writing
 - 1.5 give us full details in writing of any claim as soon as possible and give us any information we need.
- 2 We can take over and conduct in the name of an insured person any claim or legal proceedings at any time. We can negotiate any claim on behalf of an insured person.
 - 2.1 In all circumstances we are free to choose a representative.
 - 2.2 Any representative will be appointed by us and represent an insured person according to our standard terms of appointment. The representative must co-operate fully with us at all times.
 - 2.3 We will have direct contact with the representative

2.4 An insured person must co-operate fully with us and the representative and must keep us up to date with the progress of the claim.

2.5 An insured person must give the representative any instructions we require.

3 An insured person must tell us if anyone offers to settle a claim

3.1 If an insured person does not accept a reasonable offer to settle a claim, we may refuse to pay further costs and expenses.

3.2 We may decide to pay the insured person the amount of damages that the insured person is claiming, or which, is being claimed against them instead of starting or continuing legal proceedings.

4 An insured person must tell the representative to have costs and expenses taxed and assessed or audited, if we ask for this.

4.1 An insured person must take every step to recover costs and expenses that we have to pay, and must pay us any costs and expenses that are recovered or 5% of the total recovered whichever is the greater.

5 If a representative refuses to continue acting for an insured person or if an insured person dismisses a representative, then cover we provide will end at once.

6 If an insured person settles a claim or withdraws it without our agreement, or does not give suitable instructions to a representative then the cover we provide will end at once, and we will be entitled to reclaim any costs and expenses we have paid.

7 We may at our discretion, require the insured person to obtain at their expense, an opinion from a lawyer, accountant or other suitably qualified person chosen by us, as to the merits of a claim or proceedings. If the chosen persons' opinion indicates that it is more likely than not that an insured person will recover damages (or obtain any other legal remedy that we have agreed to) or make a successful defence, we will pay the cost of obtaining that opinion.

8 We can cancel this endorsement at any time as long as we tell you at least 21 days before hand.

9 You can cancel this endorsement at any time as long as you tell us 21 days before hand

10 There is no return of premium due upon cancellation of this policy.

11 We will not pay for any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.

12 This policy will be governed by Uruguayan Law

Marine Assistance

We will arrange help for an insured person if the insured vessel becomes unseaworthy because of an accident or breakdown in UK territorial waters. We will ask a contractor to help but the insured person must pay the contractors costs including call out charges. We will also forward a message on behalf of the insured person to a member of their family, friend or work colleague if required. In the event of danger to life, the emergency services should be contacted directly. To ensure you get the most from this extended coverage, please take time to read this endorsement which explains this endorsement in full. If you have any questions or would like more information, please contact us.

What to do following an incident

If you are involved in a boating accident, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the incident. Forward these details to us as soon as you can. If you are unsure what to do after an incident contact us.

How can we help

Once you have sent us details of your claim and this has been accepted, we will start to resolve your legal problem. To make a claim under this endorsement please write to us with full details as soon as possible. A Northernreef claim form will be sent to you which contains a section for legal protection claims. Claims are usually handled by a representative appointed by us, but sometimes we deal with them ourselves. Claims outside the UK may be dealt with by other offices elsewhere in Europe.

When we cannot help

Please do not ask for help from a solicitor or legal representative. If you do, we will not pay the costs involved even if we do accept the claim.

Section 13 – Complaints Procedure

We take pride in the service provided to you, however if you are unhappy with any aspect of the handling of your insurance, please contact the Complaints representative at our main agents Edward William SL, Centro Nordica Local 12, Crtra. De Mijas KM4,5, Mijas, 29651, Spain, Telephone +34 951250931, Fax +34 951250957, E-mail complaints@edwardwilliam.com.

If for any reason, they are unable to resolve your complaint immediately it will be referred to our Northernreef Insurance Company complaints department and subsequently if you are still not satisfied you can refer your claim to a local ombudsman. Full details will be provided at each stage of the process.

Marine types of insurance are not covered by any Financial Services Compensation Scheme (FSCS)