

**Insurance is Our Craft**



## **PRODUCT DISCLOSURE STATEMENT**

**Incorporating the  
Topsail Insurance  
Yacht and Motor Boat Policy Wording**

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### *Topsail Insurance commitment:*

***Topsail Insurance is dedicated to providing marine insurance products that provide quality protection with competitive pricing. We are proud to establish successful partnerships with our clients, our staff members, and our insurance companies, that respect the interests and goals of each party.***

***Success is measured by our clients choosing us and remaining with us because of their belief in our ability to meet or exceed their expectations of price, product, service, and expertise.***

### How can we help?

Topsail are here to help and answer any questions you may have:

If you enquired through a broker and not directly to Topsail Insurance please contact your broker.

Otherwise:

Call Topsail +44 (0)1273 57 37 27  
Email: enquiries@topsailinsurance.com  
Write to: 4-6 Octagon Offices, Brighton Marina,  
East Sussex BN2 5WB

### About Topsail Insurance

Topsail Insurance Ltd (Topsail) is a general insurance underwriting agency and we specialise in providing insurance products for Yacht & Motorboats. We are Authorised and Regulated in the United Kingdom by the Financial Conduct Authority (FRN 300870) and are authorised to arrange, issue and provide general advice on general insurance products and handle claims.

Topsail Insurance Ltd have been given a Binding Authority by Navigators & General which is a trading name of Zurich Insurance plc to provide Topsail Yacht and Motorboat insurance and to issue this insurance product and bind insurers as agent of the insurer.

Topsail holds permission to conduct Credit Broking.

### About Your Insurer

The insurer of your Policy is Navigators & General which is a trading name of Zurich Insurance plc. A public limited company incorporated in Ireland. Registration No. 13460. Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland. UK Branch registered in England and Wales Registration No. BR7985. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance plc is authorised by the Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our authorisation by the Financial Conduct Authority are available from us on request. FCA Firm Reference Number is 203093.

In this document the insurers acting through their agent Topsail Insurance are referred to as "we", "us" and "our".

### Understand Your Duty of Disclosure

**You must take reasonable care not to make a misrepresentation to the insurer. This means that all the answers you give and statements you make as part of your insurance application, including at renewal and when an amendment to your policy is required, should be honest and accurate. If you deliberately or carelessly misinform the insurers, this could mean that part of or all of a claim may not be paid.**

### Applying for Cover

To apply for this insurance you must complete the enquiry form. We will use this information supplied by you to decide the terms of cover we will provide. We may require additional information to assist us in providing terms.

It is important to provide us with accurate information and we ask you to refer to the Duty of Disclosure section above.

Where we agree to provide cover we will issue you with a Certificate Schedule which sets out important information:

#### ❖ **Period of Your Insurance**

This will be shown on your Certificate Schedule. We cannot back-date cover unless we have agreed to hold covered the insurance pending certain information.

#### ❖ **The Premium**

This will be clearly stated and will clearly show any application of fees, insurance premium tax or other governmental tax or levy that may be applicable.

Premium must be paid prior to commencement of the period of Insurance or at a date agreed in writing with us. Failure to make payment may invalidate the insurance and claims may not be paid.

#### ❖ **What is Insured .**

The details of what is being insured will be clearly stated on the Certificate Schedule, this will include the property and liability being covered.



### ❖ **Limits of the Cover**

These will be shown in the Certificate and in the Policy Wording; you will need to read these carefully to ensure that they are adequate for your needs.

### ❖ **The Excesses that will apply**

This is the first amount payable by you when a claim is accepted. This is clearly stated and any additional or special excesses may be noted in endorsements or conditions section of the Certificate.

### ❖ **Endorsements, Subjectivities and Special Conditions**

This is where there may be any special restrictions or agreements made outside of the standard policy wording but form part of the cover being provided. It is very important that you read these carefully and where there are any requirements or restrictions that you are able to comply with these fully.

### ❖ **No Claims Bonus**

You may be eligible for a no claims bonus which is a discount on your premium when you buy the policy if you have not experienced a boat claim. You are entitled to a maximum 25% no claims bonus if you have experienced no pleasure craft related claims in the last 5 years and have been insured with us for one year.

### ❖ **No Claims Bonus Protection**

If you have not had a claim for 5 years or more, we may give you the opportunity to protect your no claims bonus for a small additional premium.

In the event of a claim occurring during the policy period your no claims bonus will not be affected

### ❖ **Excess Waiver**

We may give you the opportunity to purchase Excess Waiver cover; in the event of a claim, your excess may not apply if you make a claim under the policy unless noted as not applying as part of any additional Endorsements or Conditions in the Certificate.

## **How to Renew**

When your policy is due for renewal, we will try to contact you at least 21 days before the period of insurance ends with full details of your next year's premium and policy terms and conditions.

If you do not want to renew this policy, please contact us or your broker before the renewal date. Occasionally, we may not be able to offer to renew your policy. If this happens, we or your broker will contact you before the expiry of your policy to allow enough time for you to make alternative insurance arrangements.

## **Important information**

### **Taking care of Your vessel**

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.

### **Important Notice**

The amount we have insured your vessel for is the agreed value of the vessel.

If the information you have provided about the value of the vessel (including the price you bought it for) is false your insurance cover may not be valid and we may refuse to pay your claim.

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 you discover that the information is incorrect.

Examples include, but are not limited to:

- changes in the condition, market value or use of the vessel;
- criminal charges or convictions of any person having an interest in the vessel; and
- change in the 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 all or part of a claim not being paid. If you are in any doubt please contact us.

### **Taxes**

There may be circumstances where taxes may be due that are not paid via us. If this occurs then it is your responsibility to ensure that these are paid direct to the appropriate authority.

### **Language**

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

### **Law and Jurisdiction**

Your policy shall be governed by and construed in accordance with English law and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with your policy, or its subject matter or formation (including non-contractual disputes or claims) unless specifically agreed to the contrary.

## Privacy

Your information has been, or will be, collected or received by Topsail and your insurer Navigators and General. We will manage personal data in accordance with data protection law and data protection principles.

### Purpose of collection

We require personal data in order to provide good-quality insurance and ancillary services and will collect the personal data required to do this. This may be personal information such as name, address, contact details, identification details, financial information and risk details.

The insurers full Data Privacy Notice can be found on:

<https://www.navandgen.zurich.co.uk/en-gb/services/privacy>

A paper copy of the Data Privacy Notice can be obtained by contacting the Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN, or by emailing the Data Protection Officer at GBZ.General. [Data.Protection@uk.zurich.com](mailto:Data.Protection@uk.zurich.com).

If you provide us with personal information about anyone else, we will rely on you to have told them that you will provide their information to us, to whom we may provide it, the purposes for which we will use it and that they can access it. If the information is sensitive, we rely on you to have obtained their consent on these matters.

### Access to Information

You can check the personal information we hold about you at any time. Requests for access can be made in writing to: The Privacy Officer at the address as set out below.

### Cooling off Period

You have the right to return the policy to us within 14 days of the date that the cover is incepted, unless a claim is made under the policy.

If you return the policy during the cooling off period, we will refund the full amount of the premium less any duties or taxes payable. The policy will be terminated from the date we receive the request to return the policy.

### Contacting Topsail Insurance

Topsail are here to help and answer any questions you may have:

If you enquired through a broker and not directly to Topsail Insurance please contact **your** broker.

Otherwise:

Call Topsail +44 (0)1273 57 37 27  
Email: [enquiries@topsailinsurance.com](mailto:enquiries@topsailinsurance.com)  
Write: 4-6 Octagon Offices,  
Brighton Marina East Sussex  
BN2 5WB

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## What happens if I have a Claim ?

*It is our aim is to give you peace of mind by providing an efficient, effective and helpful claims service.*

**So we can ensure the best service to you, Topsail uses the expertise of the claims service of Navigators and General to provide a direct service to you and where required, we can assist in the administration of Your claim.**

To ensure a claim runs smoothly they will need your assistance, so please take the time to read this section as it contains some useful guidance and sets out some of your duties and responsibilities.

It is important that you tell them everything you know about an incident that might give rise to a claim whether you think it is relevant or not, it might become important later.

### **Navigators & General claims team contact details are:**

<b>By Email:</b>	<a href="mailto:claims@navandgen.co.uk">claims@navandgen.co.uk</a>
<b>By Post:</b>	Navigators & General PO Box 3707 Swindon SN4 4AX
<b>By Telephone:</b>	01273 863 450 from the UK +44 1273 863 450 from abroad
<b>By Fax:</b>	01273 863 404 from the UK +44 1273 863 404 from abroad

Office hours are 09.00 to 17.00 (GMT/BST) Monday to Friday excluding bank holidays.

You can download a claim form via Topsail's website at <http://www.topsailinsurance.com/our-claims-services.html>

## Procedure

It is very important that Navigators and General (N&G) are immediately informed of any event that may lead to a claim under your policy. Therefore, when you contact them please also quote your policy number if you have it to hand.

They will forward a claim form to you for completion as soon as they are told of the incident, remember you can also download a claim form via our website <http://www.topsailinsurance.com/our-claims-services.html>.

- This should be returned to (N&G), fully completed, as soon as possible whether or not you intend to make a formal claim and they may ask you to obtain estimates for repairing any damage; and/or
- to obtain quotations for the replacement of any items lost or destroyed.

Any estimates or quotations should be sent to N&G without delay although they may also ask you to obtain alternative estimates. A surveyor may be instructed by N&G to inspect and/or investigate. Except in an emergency or to prevent any further damage, repair instructions should not be given without our prior agreement.

When you are satisfied with the repairs, the invoice should be paid by you and the receipted invoices should then be forwarded to N&G for payment to you.

### **Useful Information**

- Please remember that the repair contract is between you and the contractor. Any instructions regarding either repair or replacement must come from you. However you must seek our agreement in the first place.
- The claim may be subject to deductions in addition to any policy excess and the clauses in your policy wording should be read carefully so that you are fully aware of these (e.g. sails, covers and outboard motors).

## Helpful Claims Advice

When loss or damage occurs you should act as if uninsured. This may seem unusual advice but it is most important that in the event of any incident involving your vessel, you must take all reasonable steps to minimise the loss

### Own Damage

- Take immediate action to safeguard and protect any property from further damage or deterioration (this may include first aid to the engine).
- Enlist help (professional if necessary) if immediately required to safeguard and protect your boat and equipment.
- Try to agree a realistic charge or fee if a tow is required before acceptance.
- Retain and look after all broken/torn/damaged items for inspection.

### Damaged by a Third Party

- If racing, protest the Third Party if they did not accept a penalty. Obtain witness(es) statements.
- Obtain details of boat type/class/number/name/club and any witness(es) details in addition to the name(s) and address(es) of the helm and boat owner.
- Road Accidents - obtain details of the driver, vehicle and insurer and any witness(es), and/or call the Police to the scene.
- If possible write down all the details and make a sketch of the site.

### Damage to Third Parties

- If a Third Party wishes to hold you liable for damage, provide them with our details, your name, policy number and boat details. you should acknowledge any correspondence and pass it on to us immediately.
- Do not make any admission of liability and do not make any offer of payment.

### Theft/Vandalism

- Any theft or malicious damage should be reported to the Police promptly.
- Keep a note of the Police Crime Reference Number.
- We will also need the serial numbers of any engines, tenders etc.
- Notify your club and local harbour master with full details of the theft/vandalism.

This **Helpful Claims Advice** section is intended to provide some guidance should you have to submit a claim under your policy. It does not form part of any policy wording or give any indication of acceptance of a claim

## Definitions and Words with Special Meaning

The words below, where they appear in **bold** text throughout this document, have the following meaning:

**Certificate of Insurance** - the document issued to **You** by **Us** entitled “**CERTIFICATE OF INSURANCE**” which details coverage, values and additional limitations.

**Constructive Total Loss** - where the cost of replacement or repair of the **Vessel** exceeds the **Sum Insured**.

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

**Latent Defect** - 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 a result of **Gradual Deterioration** or a lack of maintenance.

**Machinery** - includes but is not limited to main or auxiliary engines, outboard motors not exceeding 10hp unless specified in the **Certificate of Insurance**, gearboxes, 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.

**Maximum Designed Speed** - 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** - items of a personal nature that **You** own and use specifically for the **Vessel** that would not normally be sold with the **Vessel**.

**Policy** - the policy of insurance represented by this document together with the **Certificate of Insurance**.

**Sum Insured** - the value of the **Vessel**, or other insured property as specified in the **Certificate of Insurance**.

**Total Loss** - the **Vessel** is irretrievably lost or destroyed.

**Vessel** - the **Vessel** described in the **Certificate of Insurance** including her hull, **Machinery**, gear, equipment and road trailer. Including tender(s) used in connection with the operation of the **Vessel** not exceeding 16 feet in length unless specified in the **Certificate of Insurance**

**We, Us and Our** –Topsail Insurance Limited on behalf of the insurer Navigators and General which is a trading name of Zurich Insurance plc.

**You, Your and Yours** - the individual, company or other organisation named as the insured in the **Certificate of Insurance**.

## Interpretations

Headings are included in this document for ease of reference only and shall not affect the interpretation of the **Policy**.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

Where £ Sterling is noted in the **Policy** this will be calculated as the £ Sterling equivalent in the currency shown on **Your Certificate of Insurance**.



### Section 1

#### The Vessel

##### What is covered

- 1 Whilst ashore or afloat, being lifted, hauled out or launched, in transit by road, rail, air or car ferry the **Vessel** is covered for losses arising from:
  - 1.1 all risks of accidental damage;
  - 1.2 theft;
  - 1.3 fire and/or explosion;
  - 1.4 acts of piracy;
  - 1.5 acts of vandalism;
  - 1.6 deliberate damage (not caused by **You**);
  - 1.7 **Latent Defect**, excluding the cost or expense of repairing or replacing the defective part; and
  - 1.8 electrolysis caused by a sudden and identifiable cause.
- 2 Whilst ashore or afloat, being lifted, hauled out or launched, in transit by road, rail, air or car ferry the **Vessel** is also covered for:
  - 2.1 accidental loss or damage to the outboard motor and tender (up to a maximum value of £2,000 each item and £4,000 in all) or as shown in the **Certificate of Insurance**;
  - 2.2 accidental loss or damage as a consequence of a failure or breakdown of **Machinery**;
  - 2.3 accidental loss or damage as a consequence of **Gradual Deterioration**, subject to the exclusions in clause 4.11 of this Section 1; and
  - 2.4 loss of or damage to the **Vessel's Machinery** caused by the failure of any component, provided that:
    - (a) the **Machinery** is less than 10 years old from the date of first manufacture;
    - (b) is professionally installed;
    - (c) the **Maximum Designed Speed** of the **Vessel** is under 35 knots; and
    - (d) **You** can provide written evidence that all the manufacturer's maintenance recommendations have been carried out.
- 3 **You** are also covered for:
  - 3.1 salvage charges including towage or assistance costs incurred by **You** to prevent or minimise a loss covered by the **Policy**; and
  - 3.2 charges incurred to prevent or minimise a loss covered by the **Policy**.

##### What is not covered

- 4 No cover is provided in respect of loss or damage as a result of:
  - 4.1 any reduction in the value of the **Vessel** as a consequence of damage and/or repair;
  - 4.2 previously unrepaired damage to the **Vessel** in the event of a subsequent **Total Loss** or **Constructive Total Loss**, or the cost of temporary repairs (except where required to prevent or minimise a loss);
  - 4.3 the cost of making good any defect arising from any repair, alteration or maintenance work carried out on the **Vessel**;
  - 4.4 the cost of making good any fault or error in design or construction;
  - 4.5 theft of a tender that does not have an identifiable mark;
  - 4.6 theft of gear and equipment, unless removed by force from the **Vessel** (provided the gear and equipment was securely fixed to the **Vessel**), a locked cabin or locker, locked storage, or a locked vehicle;
  - 4.7 theft of any outboard motor whose serial number **You** do not provide **Us** within the event of a claim;
  - 4.8 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 its normal method of attachment;
  - 4.9 theft of the trailer and any insured items attached to it, including the **Vessel**, unless the trailer has been locked with a wheel clamp, or is stolen from a locked building;
  - 4.10 theft or unauthorised removal of the **Vessel** by anyone in charge of the **Vessel** with **Your** consent.
  - 4.11 **Gradual Deterioration** unless it could not have been identified by routine inspection and could not have been prevented by servicing, maintenance or replacement in accordance with the relevant manufacturer's instructions, or generally accepted practice and advice from a qualified marine surveyor who is a member of their relevant professional surveying body;

## What is not covered continued..

- 4.12 Transit by road where the **Vessel** has an overall length exceeding 9.15m (30 feet) or the transit exceeds 500km (300 miles) in total.
  - 4.13 osmosis, barnacle growth or fungal growth;
  - 4.14 incursion of water into the **Vessel** unless sudden and unforeseen, or accidental;
  - 4.15 gradual accumulation of rainwater or snow in or on the **Vessel** unless resulting from sudden, rare and extreme weather conditions; or
  - 4.16 frost and/or freezing of the **Vessel** unless **You** can provide evidence that **You** have taken all necessary preventative measures including, but not limited to, compliance with all manufacturer's recommendations or where manufacturer's recommendations do not exist; acting on the advice of a qualified marine engineer including the correct use of anti-freeze.
- 5 **You** are also not covered for loss of or damage to:
- 5.1 the **Vessel's** sails as a result of them being split by the wind or blown away whilst in use.
  - 5.2 a jet drive or jet propulsion unit as a result of ingestion, in respect of personal water craft only;
  - 5.3 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; or
  - 5.4 **Vessels** less than 8.5 metres (28 feet) in length and RIBs (rigid inflatable boat) of any length, being stolen, swamped, stranded, sunk, or breaking adrift whilst moored or anchored unattended off an exposed beach or shore.
- 6 **You** are also not covered for:
- 6.1 the cost of repairs or replacement to the **Machinery** directly caused by **Latent Defect** or mechanical breakdown, unless cover is provided under Section 1: 2.4; or
  - 6.2 the mast, spars, sails and rigging whilst the **Vessel** is racing unless this has been agreed by **Us** and it is shown in the **Certificate of Insurance** under "Usage and Endorsements", in which case cover is extended under Section 6.

*Please note that all other conditions in Section 9, exclusions in Section 10 and General Excesses and Deductions in Section 11 apply in every case.*

## Section 2

### Your Liability to Others

#### What is covered

- 1 Cover is provided for any sums (up to the amount stated in the **Certificate of Insurance**) that **You**, or anyone in charge of the **Vessel** with **Your** consent, are legally liable to pay arising out of **Your** interest in the **Vessel**, resulting from:
  - 1.1 damage to any other **Vessel** or property;
  - 1.2 death or injury;
  - 1.3 pollution; and
  - 1.4 other financial losses.
- 2 In addition **We** will also pay for:
  - 2.1 legal costs incurred or required to be paid when settling or defending a claim, subject to **Our** prior written consent; and
  - 2.2 fees and/or expenses incurred in respect of attendance at any official enquiry, subject to **Our** prior written consent.
- 3 The indemnity payable shall be limited to the amount specified in the **Certificate of Insurance** in respect of any one accident, or series of accidents arising out of the same event.

#### What is not covered

- 4 No cover is provided in respect of:
  - 4.1 the cost that **You** may be legally liable to pay for the removal and/or disposal of the **Vessel** if:
    - (a) there is no accidental damage to the **Vessel**; or
    - (b) the damage to the **Vessel** is not wholly or substantially covered by the **Policy**.
  - 4.2 the 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 or similar organisation;
  - 4.3 any liability for accidents or illness to any person engaged by **You** in connection with the **Vessel** under a contract of employment;
  - 4.4 any liability to third parties admitted, accepted or agreed without **Our** consent;
  - 4.5 any liability to third parties whilst the **Vessel** is being used for water-skiing, towing of water toys, aquaplaning or similar activity unless:
    - (a) **We** have agreed to such activity and the amount of liability for this is shown in the **Certificate of Insurance**;
    - (b) the water toys are of professional design and manufacture; and
    - (c) the water toys are operated exactly in accordance with the manufacturer's instructions regarding the maximum number of riders, their size and weight and speed of operation.
  - 4.6 any liability arising whilst the **Vessel** is used for or in connection with parasailing or other similar activity;
  - 4.7 any liability to third parties whilst the **Vessel** is attached to, carried on or towed by a motor vehicle or has become unintentionally detached from a motor vehicle; or
  - 4.8 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 in accordance with Section 10, 1.2

*Please note that all other conditions in Section 9, exclusions in Section 10 and General Excesses and Deductions in Section 11 apply in every case*

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## Section 3

### Personal Belongings

#### What is covered

- 1 Whilst on board the **Vessel**, in storage or in a vehicle or in transit between the place of storage and the **Vessel**, **Personal Belongings** are covered for **You, Your** family and guests on board the **Vessel** with **Your** permission up to an amount limited to 2% of the sum insured of the **Vessel** up to a maximum of £2,000 or such other amount as shown in the **Certificate of Insurance** for:
  - 1.1 all risks of accidental loss or damage;
  - 1.2 theft;
  - 1.3 fire and/or explosion;
  - 1.4 acts of piracy; and
  - 1.5 acts of vandalism.

#### What is not covered

- 2 No cover is provided in respect of:
  - 2.1 **Personal Belongings** in relation to any **Vessel** under 15 feet in length overall;
  - 2.2 any single item of **Personal Belongings** in excess of £1,000 unless agreed by **Us**;
  - 2.3 jewellery, cash, debit/credit cards, eyewear, mobile personal electronic devices and other forms of computer equipment unless agreed by **Us**;
  - 2.4 breakage of articles of a fragile or brittle nature;
  - 2.5 **Personal Belongings** insured under any other policy of insurance; or
  - 2.6 theft of **Personal Belongings**:
    - (a) unless taken by force from the locked **Vessel** or from a locked cabin or locker; or
    - (b) whilst not on the **Vessel** (unless stolen from locked storage or from a locked vehicle).
  - 2.7 any loss whilst in transit unless under **Your** care, custody or control.

*Please note that all other conditions in Section 9, exclusions in Section 10 and General Excesses and Deductions in Section 11 apply in every case*

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## Section 4

### Emergency Medical Expenses

#### What is covered

- 1 Cover is provided for the cost of emergency medical expenses, up to a maximum of £5,000 per person, incurred by **You, Your** family and guests in respect of injuries suffered as a result of an accident whilst on board or getting on or off the **Vessel** with **Your** permission.

#### What is not covered

- 2 No cover is provided in respect of:
  - 2.1 anyone employed or paid to be on the **Vessel**.
  - 2.2 any pre-existing illness or injury
  - 2.3 any suicide or attempted suicide
  - 2.4 medical expenses within a person's country of residence

*Please note that all other conditions in Section 9, exclusions in Section 10 and General Excesses and Deductions in Section 11 apply in every case*

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## Section 5

### Personal Accident

#### What is covered

- 1 **We** shall pay £20,000 to **You**, **Your** family and guests on board the **Vessel** with **Your** permission who has an accident whilst on board or whilst getting on or off the **Vessel**, which results in:
  - 1.1 death;
  - 1.2 physical severance or permanent loss of use of the entire arm, hand, leg and/or foot;
  - 1.3 permanent loss of sight of one or both eyes; or
  - 1.4 a permanent total disability which has lasted at least 52 weeks post incident and which prevents or precludes any gainful employment and where the medical advisors that **We** may appoint confirm that the disability will not improve.

#### What is not covered

- 2 No cover is provided in respect of:
  - 2.1 anyone employed or paid to be on the **Vessel**;
  - 2.2 anyone making a claim against **You** that is covered under Section 2 of the **Policy**;
  - 2.3 any pre-existing illness or injury;
  - 2.4 any suicide or attempted suicide; or
  - 2.5 an amount exceeding £120,000 in total in any one Period of Insurance.

*Please note that all other conditions in Section 9, exclusions in Section 10 and General Excesses and Deductions in Section 11 apply in every case.*

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## Section 6

### Racing

#### What is covered

- 1 Whilst the **Vessel** is racing, and this has been agreed by **Us** and it is shown in the **Certificate of Insurance** under "Type of Racing", cover is provided for:
  - 1.1 loss or damage to mast, spars, sails and rigging; and
  - 1.2 loss of race entry fees up to £1,000 if the **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 is not covered

- 2 Whilst the **Vessel** is racing no cover is provided for:
  - 2.1 the **Vessel** if it is not a sailing **Vessel**;
  - 2.2 the additional excess stated in Section 11

*Please note that all other conditions in Section 9, exclusions in Section 10 and General Excesses and Deductions in Section 11 apply in every case.*

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## Section 7

### Excess Waiver

#### What is covered

- 1 Where optional Excess Waiver cover has been offered by **Us** and the additional premium has been paid, the excess shall not apply if **You** make a claim under this **Policy**,

**We** shall continue to offer this at renewal provided that no more than one claim has been made by **You** during the current Period of Insurance.

#### What is not covered

- 2 Where Excess Waiver cover is clearly noted as not applying as part of any additional Endorsements or Conditions in the **Certificate of Insurance**

*Please note that all other conditions in Section 9, exclusions in Section 10 and General Excesses and Deductions in Section 11 apply in every case.*



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## Section 8

### Additional Benefits

#### 1 Marina Benefits

In the event of a loss covered by the **Policy** occurring while the **Vessel** is securely moored/stored in a purpose built marina either ashore or afloat on a berth, **We** will not apply the **Policy** excess and **You** will not lose **Your** no claims discount.

#### 2 Small Craft Hire benefit

For **Vessels** up to 23 feet in length overall, **We** will pay up to £50 per day, up to a maximum of 7 days, for the hire of a similar **Vessel**, if the **Vessel** suffers loss or damage while **You** are on holiday with the **Vessel** and it can no longer be used by **You**.

#### 3 Accommodation and Travel Expenses

**We** will pay up to £750 towards accommodation and repatriation costs incurred by **You** following an event covered under this **Policy** if the **Vessel** is deemed uninhabitable whilst outside **Your** country of domicile and the **Vessel** is outside her usual mooring location as declared on the **Certificate of Insurance**.

#### 4 Bicycles and mopeds

Cover is provided for theft of bicycles and mopeds following violent or forcible entry from a locked place of storage or following Actual Total Loss of the **Vessel**. Details of the age, make, model and values must be declared to **Us** prior to attachment.

#### 5 Bottom inspection following a grounding

Subject to prior agreement **We** will pay reasonable costs for the inspection of the bottom of the **Vessel** following a grounding incident even if no damage is found and without application of the **Policy** Excess.

#### 6 Single-Handed Sailing

**You** are covered for navigating single-handed for a period not exceeding 24 hours.

*Please note that all other conditions in Section 9, exclusions in Section 10 and General Excesses and Deductions in Section 11 apply in every case.*

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## Section 9

### General Conditions that apply to the whole Policy

#### 1 You must comply with all of the following conditions:

- 1.1 If **You** give permission for someone else to be in charge of the **Vessel**, **You** must take steps to ensure that they have experience to do so.
- 1.2 The **Vessel** must not be navigated single-handed by anyone for a period in excess of 24 consecutive hours.
- 1.3 **You** must maintain the **Vessel** for the use intended.
- 1.4 **You** must not make any commitment on **Our** behalf without **Our** prior agreement.
- 1.5 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.
- 1.6 **You** must not use or allow the **Vessel** to be used for any unlawful purpose.

#### 2 The parties are free to choose the law applicable to this insurance contract prior to commencement of this Policy. Unless specifically agreed to the contrary this insurance shall be subject to English law and the English and Welsh courts shall have exclusive jurisdiction.

#### 3 Sanctions Limitation

This policy will not provide any insurance cover or benefit, and we will not pay any sum, if doing so would mean that we are in breach of any sanction, prohibition or restriction imposed by any law or regulation applicable to **Us**.

#### 4 Fraud and Misrepresentation

If **we** determine that any claim is in any respect fraudulent or if **You** or anyone acting on **Your** behalf makes any claim or any statement knowing this to be false or fraudulent in any way, **we** will cancel this **policy** from the date of the fraudulent claim or false or fraudulent statement was made and all benefits under this **policy** will cease.

#### 5 Misrepresentation and/or failure to disclose material information

If as a **consumer You** deliberately or recklessly make a misrepresentation, **we** will be entitled to avoid this **policy**, refuse all claims and not return any of the premiums paid.

If the breach is neither deliberate nor reckless, **we** will avoid this **policy** and return the premiums only if **we** would not have entered into this **policy** had **we** known the true position. If **we** would have entered into this

**policy**, but on different terms, those terms will be deemed to be incorporated in this **policy**.

In addition, if **we** would have entered this **policy**, whether the terms would have been the same or different, but would have charged a higher premium, **we** may reduce proportionately the amount to be paid on a claim.

The burden of proof for this condition will be on **Us**.

For the purpose of this condition the acts, omissions or knowledge of one insured will not be imputed to any other insured.

## 6 Rights of third parties

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## Section 10

### General Exclusions that apply to the whole Policy

#### 1 **You** are not covered for any claim arising:

1.1 while the **Vessel** is outside the cruising range shown in the **Certificate of Insurance**, unless required to safeguard the **Vessel, You** or **Your** guests;

1.2 when the **Vessel** is being used for charter, hire or commercial letting unless agreed by **Us**;

1.3 from any act or omission of the person in charge of the **Vessel** if they were impaired following the consumption of alcohol or drugs;

1.4 from terrorism (unless cover is obligatory by law);

1.5 from lawful arrest, restraint or detainment of the **Vessel**;

1.6 from war, civil war, conflict, commotion and riot;

1.7 from ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel including:

(a) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;

(b) any weapon or device employing atomic or nuclear fission or fusion or other like reaction or radioactive force or matter; and

(c) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

Note: Exclusion 1.7 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 similar peaceful purposes

1.8 any chemical, biological, bio-chemical, or electromagnetic weapon;

1.9 from fire or explosion on the **Vessel** where the **Maximum Designed Speed** of the **Vessel** exceeds 17 knots 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 or peep hole.

All fire extinguishing equipment must be properly installed and maintained.

1.10 from sinking or swamping whilst the **Vessel** is unattended afloat if the **Vessel** is less than 17 feet length overall and the **Maximum Designed Speed** is in excess of 17 knots, unless agreed by **Us**.

1.11 from the capture, seizure, arrest, restraint, detainment, hijack or kidnap of the Insured, permitted users, charterers, guests or any other persons

#### 1 **You** are also not covered for:

1.1 loss of use of the **Vessel**, loss of profits or loss of value;

1.2 indirect losses unless specifically covered elsewhere in the **Policy**;

1.3 punitive or exemplary charges or any costs resulting from any criminal proceedings;

1.4 loss or damage to **Your** moorings, unless agreed by **Us**; or

1.5 racing, if the **Vessel** is not a sailing **Vessel**.

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## Section 11

### General Excesses and Deductions that apply to the whole Policy

- 1 The excess stated in the **Certificate of Insurance** will be deducted from all claims except in respect of claims:
  - 1.1 for **Total Loss**;
  - 1.2 for **Constructive Total Loss**;
  - 1.3 under Section 2 “Your Liability to Others”;
  - 1.4 under Section 4 “Emergency Medical Expenses”;
  - 1.5 under Section 5 “Personal Accident”;
  - 1.6 in respect of race entry fees under Section 6 “Racing”;
  - 1.7 for costs incurred solely to prevent or minimise a loss; and
  - 1.8 for loss or damage caused by an uninsured third party.
- 2 Where a claimable item is aged 5 years or over at the time of the claim incident and prior to the deduction of the excess, **We** will reduce the amount **We** will pay by 25% if repairing or replacing would restore the following items to a better condition than prior to the loss or damage:
  - (a) protective covers and canopies;
  - (b) **Machinery**, batteries and tenders;
  - (c) paintwork or other surface finish;
  - (d) upholstery and soft furnishings; or
  - (e) mast, spars, sails, standing and running rigging;
- 3 Claims as a result of the **Vessel** striking a submerged object or grounding will be subject to double the excess shown in the **Certificate of Insurance**. Where Excess Waiver has been purchased, the excess is reduced to the standard excess as detailed in your **Certificate of insurance**.
- 4 Claims for outboard motor and tender will be subject to a £100 excess or the excess amount shown in the **Certificate of Insurance**, whichever is higher.
- 5 Claims for **Personal Belongings** will be subject to a £100 excess or the excess amount shown in the **Certificate of Insurance**, whichever is higher.
- 6 Whilst the **Vessel** is racing and this has been agreed by **Us** and it is shown in the **Certificate of Insurance** under “Type of Racing”, an excess of 1% of the Hull, **Machinery**, gear and equipment, **Sum Insured** or £250, whichever is the greater, will be applied. This will be in addition to the excess stated in the **Certificate of Insurance**. This increased excess is not applicable to **Vessels** under 17 feet in length overall. If purchased, the Excess Waiver cover will not apply.
- 7 Under Section 8 “Single Handed Sailing” the excess shown in the **Certificate of Insurance** is doubled whilst singlehanded sailing and if purchased, the Excess Waiver cover will not apply.

This shall not apply in the case of a **Total Loss** or **Constructive Total Loss**,

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## Section 12

### Cancellation

- 1 **You** may cancel the **Policy** at any time by contacting **Us** or **Your** broker.
  - 2 **We** may cancel **Your Policy** at any time where there is a valid reason, subject to giving **You** or **Your** broker 15 days' notice in writing. Valid reasons for cancelling **Your Policy** include:
    - non-payment of premium;
    - non-cooperation/failure to provide information; and
    - reasonable suspicion of fraud
- We** will refund the premium less the proportionate amount for the time **You** were on cover (the minimum premium **We** will charge will be £50 plus Insurance Premium Tax).
- 3 The **Policy** may be cancelled at any time by mutual agreement.
  - 4 Should the **Vessel** be sold or transferred to a new owner, or where the **Vessel** is owned by a company or other organisation should there be a change in the controlling interest of that organisation, this **Policy** will cease automatically from the time of that sale, transfer or change.
  - 5 **You** may cancel the **Policy** within 14 days of purchase, or within 14 days of receiving the **Policy** documents, whichever is the later, **We** will refund the full premium that **You** have paid.
  - 6 **You** may cancel the **Policy** more than 14 days after receiving the **Certificate of Insurance**, **We** will refund the premium less the proportionate amount for the time **You** were on cover (the minimum premium **We** will charge will be £50 plus Insurance Premium Tax).
  - 7 Where a refund of premium is due, no payment for any amount under £10 will be made.
  - 8 There will be no refund of premium if a claim has been paid during the current period of insurance.

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## Section 13

### Claims

- 1 In the event of any incident that may give rise to a claim **You** must:
  - 1.1 tell **Us** as soon as possible; and
  - 1.2 in the event of the theft of the **Vessel**, tell **Us** the hull identification number if the **Vessel** has one;
  - 1.3 take all possible steps to limit further loss or damage to the **Vessel**;
  - 1.4 in the event of theft or malicious damage, obtain a crime reference number from the police;
  - 1.5 assist **Us** and anyone else **We** appoint, such as surveyors and solicitors, as much as possible with the investigation and handling of **Your** claim; and
  - 1.6 not authorise any repairs or replacements for which a claim is made without **Our** prior approval except where necessary to minimise further loss or damage.
- 2 **We** have the right to settle any claim made against **You** by a third party.
- 3 **We** have the right to bring a claim or legal proceedings in **Your** name in order to recover any sums **We** have paid.
- 4 **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**.
- 5 **We** will not pay more than the **Sum Insured** for any item listed in the **Certificate of Insurance** less any applicable excess or other deduction stated in Section 11, subject to the terms and conditions of the **Policy**.

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## Section 14

### Complaints

Topsail Insurance's aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times Topsail are committed to providing **You** with the highest standard of service.

If **You** have any questions or concerns about **Your** Policy or the handling of a claim **You** should, in the first instance, contact Topsail Insurance or the broker where applicable. In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so at any time. Making a complaint does not affect any of **Your** legal rights.

Topsail Insurance Ltd.  
4-6 Octagon Offices, Brighton Marina, Brighton. BN2 5WB  
Tel : +44 (0) 1273 57 37 27  
E-mail: enquiries@topsailinsurance.com

Alternatively you can contact Navigators and General as below:  
Telephone: +44 (0) 1273 863400  
By post: Navigators & General PO Box 3707 Swindon SN4 4AX

Many complaints can be resolved within a few days of receipt. If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

If **You** remain dissatisfied after **Your** complaint has been considered, or if **You** have not received a written final response within eight weeks from the date **We** received **Your** complaint, **You** may be entitled to refer **Your** complaint to the Financial Ombudsman Service who will independently consider **Your** complaint free of charge. Their contact details are:

Post: The Financial Ombudsman Service, Exchange Tower, London E14 9SR  
Tel: (Fixed): 0800 0234567 Tel (Mobile): 0300 1239123  
Tel (Outside UK): +44 (0) 20 7964 0500 Fax: +44 (0)20 7964 1001  
E-mail: complaint.info@financial-ombudsman.org.uk  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please note:

- The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from Citizens Advice (or a similar service) or seek legal advice.