

THE "PASSAGEMAKER"

YACHT AND MOTOR BOAT INSURANCE

Underwritten by Syndicate 2001 at Lloyd's

Effected through St. Margarets, 11 Tower View, Kings Hill, West Malling, Kent ME19 4UY

INTRODUCTION

The PASSAGEMAKER Yacht and Motor Boat Insurance has been specially devised to provide You with a wording which is easily understood and in as plain language as possible.

The information You supplied when You completed the Proposal Form is the information that Your Insurer has relied upon in determining whether or not to accept this insurance, and the terms on which the insurance has been accepted. You must therefore ensure that all the statements contained in the Proposal form are accurate and that no material facts have been withheld. If You are in any doubt about what is a material fact You should consult St. Margarets.

You should also advise of any change in circumstances which could materially affect the insurance. If You are in any doubt please contact St. Margarets.

Kindly read this policy and if it is incorrect in any way please return it immediately.

THIS IS TO CERTIFY that in accordance with the authorisation granted under Contract No. B052 to the undersigned by certain Underwriters at Lloyd's, whose names and the proportions underwritten by them which will be supplied on application, can be ascertained by reference to the said Contract which bears the seal of Lloyd's policy signing office, and in consideration of the premium specified herein, the said Underwriters are hereby bound, each for his own part and not one for another, their heirs, executors and administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

IN WITNESS WHEREOF THIS POLICY HAS BEEN SIGNED AT THIS DATE:

BY ST. MARGARETS

SCHEDULE

1. DEFINITIONS

VESSEL	This is the hull, machinery and associated gear and equipment which would normally be sold with the Vessel, unless insured separately under this insurance.
INSURED PROPERTY.	This is the Vessel together with any items of Additional Equipment and Personal Effects which are insured separately under this insurance.
IN COMMISSION	This is when the Vessel is fitted out and ready for use.
LAID UP	This is when the Vessel is decommissioned and not ready for use. Subject to what We have agreed, the Vessel may be laid up either afloat, ashore or on a mud berth.
WE/US/OUR.	This means the Underwriters who subscribe to this insurance with whom it has been effected on Your behalf by St. Margarets.
YOU/YOUR	This means the person(s) or company named in the Schedule on whose behalf this insurance has been effected. You must be the Owner(s) of the Vessel or have taken out this insurance on the Owner(s) behalf.
POLICY EXCESS.	This is the amount stated in the Schedule or any separate Endorsement which You must first bear in the event of any claim being made under any Section of this insurance other than Section 7 - Personal Accident or Section 8 - Medical Expenses.
SCHEDULE.	This is the page(s) attached to this policy which sets out the Insured Value(s), Limit of Third Party Indemnity, Policy Excess(es), Cruising Range, Period of Insurance, Laid Up period, Use, Mooring Location and type and any applicable Endorsements.
ENDORSEMENT.	This is an agreed variation to the terms of this insurance which is either incorporated by reference in the Schedule or attached to this policy.
PERIOD OF INSURANCE.	This is the period for which We have agreed to insure You in respect of the Insured Property, or any subsequent period for which this insurance is renewed.
INSURED VALUE.	This is the value for which We have agreed to insure the Insured Property. It must represent the actual market value of the Vessel and of any items of Additional Equipment at the beginning of the Period of Insurance and it is the most we will pay in respect of replacement or repair.
PERSONAL EFFECTS.	These are items of a personal nature belonging to You or members of Your immediate family which do not form part of the Vessel or Additional Equipment and which We have agreed to insure separately up to the amount stated in the Schedule. If requested by You it will also include such items belonging to any person being carried on board the Vessel in the capacity of a crew member, whether paid or not. Personal Effects need not be specified except for individual items with a replacement value in excess of £200.
ADDITIONAL EQUIPMENT.	This is electric, electronic or navigational equipment, boat(s), outboard(s) and/or trailer(s) which You have declared separately and which We have agreed to insure as separate items. If items of Additional Equipment are replaced or acquired during the Period of Insurance they will only be covered if they are declared to Us and any additional premium We may require is paid.
LIMIT OF THIRD PARTY INDEMNITY	This is the maximum amount for which We have agreed to indemnify You against Your legal liabilities to Third Parties.
TOTAL LOSS.	There is an Actual Total Loss where the Vessel is totally destroyed or lost beyond any possibility of recovery. There is a Constructive Total Loss where the cost of repairing the vessel would exceed the Insured Value or where You are deprived of possession of the Vessel as a direct result of a cause which would give rise to a claim under this insurance and it becomes apparent that the Vessel cannot be recovered within a reasonable period of time.
CONDITION OF AVERAGE.	Where Endorsements (1) or (2) apply and the actual value of Personal Effects or the actual cost of replacement of sails, masts, spars and rigging exceeds the amount stated in respect of them, We will only pay such proportion of Your claim as the Insured Value bears to the actual value.
CRUISING RANGE.	This is the geographical area within which We have agreed to insure the Insured Property.
HOUSEBOAT	This is where the Vessel is used for overnight accommodation during the Laid Up period, other than for occasional overnight stays by You, or at any time while she is being used as a permanent residence.
MOORING LOCATION.	This is the place at which You have declared that the Vessel will usually be kept while she is In Commission, and at which she will usually be kept during the Period of Insurance, other than while cruising.
WARRANTY.	This is a term of this insurance which You must comply with and Your failure to do so may result in all cover under this insurance being cancelled from the date on which the breach occurs.

2. GENERAL CONDITIONS

The following Conditions apply to all Sections of this insurance where they are appropriate to the cover provided. Where a Condition requires You to act or refrain from acting in a particular way it must be complied with or We shall have no liability to indemnify You if any loss, damage or liability results from Your failure to comply with the Condition or, where a Condition imposes a limit on the extent of cover, the Vessel will not be covered while You do not Comply with its terms.

2.1 IN COMMISSION AND LAID UP

We will cover the Insured Property on the terms of this insurance:

- While the Vessel is In Commission at sea or in other waters within the Cruising Range, including harbours, docks and marinas and while moored or at anchor. The Vessel may be hauled out or Laid Up during the In Commission period without notice to Us;
- While the Vessel is Laid Up out of commission during the Laid Up period. The Vessel may however be moved within the place of lay up for the purpose of carrying out any necessary work;
- While any part of the Insured Property is ashore in a place of storage or repair or while in transit to or from the Vessel.

The Vessel must not be taken outside the Cruising Range, unless as a direct result of stress of weather or to prevent or mitigate a loss, or You have first given Us notice of Your intention to do so and You have accepted any additional terms and/or premium which We might require.

2.2 PRIVATE PLEASURE

The Vessel must only be used for Your private pleasure purposes and those of Your passengers unless We agree otherwise and You have accepted any additional terms and/or premium which We might require. This insurance will not cover any claim which arises while this Condition is not being complied with.

2.3 COMPETENT CREW

Whenever the Vessel is in use she must be in the charge of a competent person and while underway she must be adequately crewed for the passage which she is undertaking.

2.4 SINGLE HANDED SAILING

The Vessel may be sailed single handed provided she is capable of being safely handled by one person but, unless We have agreed, she must not be sailed single handed on overnight passages. The Vessel will be treated as being sailed single handed if only one competent person is on board.

2.5 DUE DILIGENCE

You must at all times exercise due diligence to maintain the Vessel, her boats and her mooring in a proper state of repair and seaworthiness and to safeguard the Insured Property against the risk of loss or damage.

2.6 SAFETY LEGISLATION

You must ensure that the Vessel complies with all the requirements of any safety regulations which are applicable under the law of her place of registry or, if unregistered, the country in which she is kept.

2.7 MOORINGS

- If the Vessel is kept on swinging moorings, the entire mooring must be inspected by a competent person at the beginning of each season and, if the Vessel remains moored after 30th September, the mooring must be inspected again at that time.
- When the Vessel is in tidal waters, she must carry an anchor and mooring warp which is adequate for her and in serviceable condition.
- Any motor vessel of less than 20 feet overall length must not be left unmanned off an exposed beach or shore, except at a designated mooring which is adequate for a vessel of that type.
- If the Mooring Location or type of mooring is changed You must give Us immediate notice of the change, and cover under this insurance will only continue in force on such amended terms and at such additional premium as we may require.

2.8 TRAILERS AND OUTBOARD MOTORS

- Any trailer(s) must be immobilised or secured by a hitchlock and/or wheelclamp and be kept in locked and secure premises when left unattended, whether or not it is carrying the Vessel or her boat(s), unless You have given Us notice of the storage location and You have accepted any additional terms and/or premium which We might require.
- Any trailers and towing vehicles must be suitable for the tow and maintained in a roadworthy condition.
- Any outboard motor(s) must be permanently locked to the Vessel or her boat(s) by a cylinder sleeve-type lock or stored in locked and secure premises when not in actual use.

2.9 FIRE EXTINGUISHERS

- If the Vessel or her boat(s) is fitted with inboard machinery and has a designed maximum speed of 17 knots or more with the engine(s) as fitted, this insurance will not cover any claim which results from fire or explosion aboard the Vessel or boat(s) unless it is equipped in the engine room (or engine space) and galley area with a fire extinguishing system which is automatically operated or has controls at the steering position and is properly installed and maintained in efficient working order.
We may however agree to delete this Condition if the Vessel or boat(s) carries an adequate number of the correct type of manual fire extinguishers which are maintained in a fully serviceable condition.
- Where (a) above does not apply, the Vessel or boat(s) must carry an adequate number of the correct type of manual fire extinguishers which are maintained in a fully serviceable condition and be fitted with a fire blanket in the galley area.

2.10 CANCELLATION

- We may cancel this insurance at any time by giving You 30 days notice in writing, in which case We will make a pro rata return of the premium You have paid.
- If We agree to cancel this insurance at Your request, the following table of returns will apply, provided that no claims have arisen during the Period of Insurance:

Within the first year of insurance	-Nil
In the second and subsequent years of Insurance	
-Within the first 3 months	-50%
-Within the first 6 months	-25%
-After 6 months	-Nil

Returns of premium will be subject to a minimum retention by Us of £50.
- Returns of premium are not applicable to Legal Protection or Marine Emergency Support options.

2.11 CONTINUATION

If the Vessel is at sea or in distress or at a port or place of refuge when this insurance expires, We will hold the Insured Property covered at a premium to be agreed until the Vessel arrives at the next safe port provided You give Us prompt notice of Your wish for Us to do so. This will not apply if We have given You notice of cancellation under Condition (2.10) above.

2.12 CHANGE OF OWNERSHIP

If You sell the Vessel, or transfer her ownership, or, where the Vessel is owned by a company, if there is a change in the controlling interest(s) of the company, then, unless We agree in writing to continue this insurance, it will be cancelled from the date of the sale, transfer or change.

2.13 ASSIGNMENT

If You assign Your interest in this insurance, or in any monies which are or may become payable under it, the assignment will not be binding on Us unless We receive a dated notice of the assignment signed by You and We agree to issue an Endorsement in respect of it.

2.14 EXCESS AND DEDUCTIONS

- You will pay the first amount of any claim which We agree to settle under this insurance, up to the amount of the Policy Excess which applies to the Section under which the claim is made.

In case of claims being made under more than one Section of this insurance, and arising out of a single occurrence, only the highest applicable Policy Excess will be applied.

In the event of a claim being made under Section 6, or for salvage, and where We agree to pay the claimant direct on Your behalf, We shall be entitled to require You to pay the Policy Excess to Us in advance of a final settlement being agreed with the claimant.

- In addition to any Policy Excess which is applied under (a) above, We may at Our discretion make new for old deductions of up to one-third of the amount of any claim in respect of loss of or damage to protective covers, sails, machinery including outboard motors, ship's boat(s), rigging, paintwork or brightwork.

2.15 UNREPAIRED DAMAGE

- If, after any of the Insured Property has suffered loss or damage which has not been repaired or otherwise made good, it suffers further loss or damage, We shall have no liability for the unrepaired damage insofar as it is affected by the subsequent damage whether or not the subsequent loss is covered under this insurance and the aggregate amount for which We are liable shall not in any event exceed the Insured Value.
- Following any loss or damage We shall have the right at our sole discretion to reduce the Insured Value by an amount equal to the estimated cost of repairs until such repairs have been carried out.

2.16 REPLACEMENT

If the Insured Property or any part of it is lost or damaged we may at Our option provide You with a replacement of similar age, design and quality and, provided the replacement is a reasonably practical alternative, You will accept it in settlement of Your claim in respect of such loss or damage. If We exercise this option, You will provide Us with whatever information We may reasonably require to enable Us to do so.

2.17 SISTER SHIPS

If the Insured Property is in collision with, or receives salvage services from, another vessel in which You have an interest, You will have the same rights under this insurance as You would if the other vessel were in separate ownership, but liability for the collision or the amount payable for the service rendered shall be referred to a sole arbitrator to be agreed between Us and You.

2.18 NO CLAIMS BONUS

After this insurance has been in force for twelve months We will reduce Your premium by the following amounts at each renewal of this insurance provided no claims have arisen during the preceding period and the Vessel has been In Commission for at least four months during that period:

After one year	- 7½%
After two years	-10%
After three years	-15%
After four or more years	-20%

2.19 LAW AND JURISDICTION

Unless otherwise agreed between Us and You before this insurance takes effect, this insurance is subject to English law and practice and the English High Court shall have the sole jurisdiction to determine any dispute or issue which arises between Us and You.

3. WARRANTY

The following Warranty applies to all Sections of this insurance.

Legality.

You warrant that the Vessel will only be used for lawful purposes and that as far as You are able to exercise control any voyage will be carried out in a lawful manner.

4. GENERAL EXCLUSIONS

The following Exclusions apply to all Sections of this insurance in addition to any specific exclusions under each Section, unless We have agreed to delete any of them and You have accepted any additional terms and/or premium which We might require. If an excluded event occurs we shall have no liability to indemnify You if any loss, damage or liability occurs or arises during that time but this insurance will otherwise remain in full force.

4.1 WAR.

There is no cover under this insurance for any loss, damage, liability or expense caused by or arising from:

- war, civil war, revolution, rebellion or insurrection, or civil strife which results from such occurrences, or any hostile act by or against a belligerent power;
- the capture, seizure, arrest, restraint or detention of the Insured Property or any attempt at such an act. This exclusion does not however apply to loss or damage which is directly caused by barratry or piracy.

4.2 STRIKES AND POLITICAL ACTS

There is no cover under this insurance for any loss, damage, liability or expense caused by or arising from:

- strikes, locked-out workmen or persons taking part in labour disturbances, riot or civil commotion;
- terrorism or persons acting from a political motive.

4.3 NUCLEAR

There is no cover under this insurance for any loss, damage, liability or expense caused by or arising from:

- any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear or assembly or nuclear component thereof.

4.4 OTHER INSURANCES

There is no cover under this insurance for any loss, damage, liability or expense which, but for the existence of this insurance, You would be entitled to claim for under another policy, except for any excess beyond the amount which is or would have been covered under that policy.

4.5 HOUSEBOAT USE AND MAJOR REPAIRS

There is no cover under this insurance for any loss, damage, liability or expense which occurs or arises while:

- the Vessel is being used as a Houseboat.
- the Vessel is undergoing major repair or alteration unless such repairs are being carried out in consequence of a loss which is covered under this insurance.

4.6 WATER SPORTS

There is no cover under this insurance for any liability to or incurred by any person engaged in water skiing, aquaplaning, parasailing or any other similar sport or activity while being towed by the Vessel or her boat(s), or preparing to be towed, or after being towed until safely back on board.

4.7 RACING MOTOR BOATS

If the Vessel or her boat(s) is a motor boat there is no cover under this insurance for any loss, damage, liability or expense which occurs or arises while the Vessel or boat(s) is participating in any race or speed test, or in trials in connection with such race or test.

4.8 SECURITY

If the Vessel or any part of the Insured Property is threatened with arrest or arrested or otherwise seized or detained as security in respect of any claim or alleged liability, whether or not such claim or liability would be covered under this insurance, We shall have no responsibility for providing security on Your behalf to prevent the arrest of the Vessel or to procure her release from arrest.

4.9 TOWING AND BEING TOWED

There is no cover under this insurance for any loss, damage or liability or expense which occurs or arises while:

- (a) the Vessel is being towed, except where it is customary to do so or she is in need of assistance;
- (b) the Vessel is towing any other vessel, except where it is customary to do so or such other Vessel is in distress. The Vessel must not however be used to tow another Vessel under a previously arranged contract.

5. HULL AND MACHINERY, ETC.

This Section covers any loss or damage which the Insured Property suffers while the Vessel is In Commission or Laid Up within the Navigation Limits during the Period of Insurance other than that which is caused by or results from any of the following:

- 5.1 Any occurrence which is not directly attributable to the use of the Insured Property within the scope of the cover provided by this insurance.
- 5.2 Any failure on Your part to exercise due diligence in relation to the maintenance or security of the Insured Property.
- 5.3 Unseaworthiness for which You are responsible or which You are aware of.
- 5.4 Ordinary wear and tear or inherent vice.
- 5.5 Marine borers or vermin.
- 5.6 Osmosis or electrolysis.
- 5.7 Any deliberate or malicious act by You or any person to whom the benefit of this insurance is extended.
- 5.8 Any delay which causes or contributes to loss or damage to the Insured Property or which increases the cost of repair and/or associated expenses.

Cover under this Section also includes:

- 5.9 Negligence in relation to the design, construction, maintenance or repair of the Insured Property which directly causes damage to some other part, but excluding the cost of making good any defect which results from the negligence.
- 5.10 Latent defect in any part of the Insured Property, which directly causes damage to some other part, but excluding the cost of making good the defect or of repairing or replacing the defective part.
- 5.11 Salvage charges which are necessarily incurred to prevent loss of or damage to the Insured Property which would otherwise be covered under this insurance.
- 5.12 The cost of inspecting the underwater parts of the Vessel or boat(s) for damage after a stranding, even if no damage is found, provided it is reasonable to do so and the expense is incurred solely for that purpose.
- 5.13 The cost of removing the wreck of the Vessel or boat(s) from any place which You own, lease or occupy after a Total Loss which is covered under this insurance, less the value (if any) of the wreck.
- 5.14 Any loss or damage to the Insured Property which is directly caused by the actions of a governmental authority to prevent or mitigate a pollution hazard provided such actions are necessary as a direct consequence of an occurrence which is covered under this insurance and do not result from Your failure to exercise due diligence.
- 5.15 Loss of or damage to any outboard motor which drops off and falls overboard provided it is fitted with a lanyard, safety stop or chain which is secured to the Vessel or boat.
- 5.16 If the Vessel is 30' or less overall length, loss or damage which she suffers while in transit by road within the United Kingdom, but excluding claims for scratching, bruising or repainting.
No claims will be paid under this Section in respect of the following unless we have agreed to give You cover and the relevant Endorsement is incorporated by reference in the Schedule or attached to this policy:
- 5.17 Any boat(s) belonging to the Vessel, unless permanently marked with the name of the Vessel.
- 5.18 Sails or protective covers which are split by the wind or blown away while set.
- 5.19 Sails, masts, spars or standing or running rigging while the vessel is racing, unless the loss or damage is directly caused by the Vessel being stranded, sunk, on fire or in collision or contact with any other vessel or external substance (ice included) other than water.
- 5.20 Betterment.
- 5.21 Personal effects.
- 5.22 Consumable stores, fishing gear or moorings.
- 5.23 The cost of rectifying any defect in the design or construction of the Insured Property, or of improving or altering the design or construction of the Insured Property, whether or not such defect or inadequacy causes damage to the Insured Property.
- 5.24 Machinery and its connections, electrical or electronic equipment and batteries and any associated wiring which suffers loss or damage as a result of heavy weather unless the loss or damage is directly caused by the Vessel or boat(s) being swamped or immersed by the Vessel or boat(s) shipping seawater.
- 5.25 Loss of or damage to machinery and its connections, electrical or electric equipment and batteries and any associated wiring caused by or resulting from latent defect or negligence.
- 5.26 Theft of gear and equipment, unless it follows upon forcible and violent entry into the Vessel or place of storage or repair, or is forcibly and violently removed from the deck of the Vessel.

6. LEGAL LIABILITIES

Cover under this Section only applies where a sum in respect of third party liability is stated in the Schedule. This Section covers Your legal liability to compensate by way of damages any third party which arises directly as a result of Your interest in the Insured Property during the period of insurance and which results in:

- 6.1 Loss of or damage to any other vessel or property.
- 6.2 Loss of life or personal injury.
Cover under this Section also includes:
 - 6.3 Claims for life salvage.
 - 6.4 Claims which arise during attempts to raise, remove or destroy the wreck of the Vessel or boat(s) following a loss which is covered under this insurance.
 - 6.5 Legal costs which You incur with Our agreement, or which You are ordered to pay, in contesting liability or in proceedings to limit liability.
 - 6.6 Legal costs which You incur with Our agreement for representation at a Coroner's Inquest or Fatal Accident Enquiry.
No claims will be paid under this Section in respect of the following unless we have agreed to give You cover and the relevant Endorsement is incorporated by reference to the Schedule or attached to this policy: ;
 - 6.7 Any liability which You incur or which is imposed upon You by statute to any person who is employed in any capacity whatsoever in connection with the Vessel.
 - 6.8 Any legal liability which one co-owner or joint owner of the Vessel or any person with a beneficial interest in the Vessel incurs to the other(s).
 - 6.9 Any liability which You incur to any person to whom cover under this Section is extended.
 - 6.10 Any liability which arises solely under a contract.
 - 6.11 Any legal liability which arises while the Vessel or boat(s) is in transit by road.
 - 6.12 Any boat belonging to the Vessel which has a designed maximum speed of 17 knots or more with the engine(s) as fitted.

6.13 Legal costs which You incur in defending any criminal proceedings.

6.14 Fines, penalties or punitive or exemplary damages.
Additional provisions.

6.15 Our liability under this Section in respect of any one claim or series of claims arising out of the same occurrence shall be limited to the sum stated in the Schedule. However, when You have contested Your liability with Our agreement We will pay the legal costs which You incur or which are awarded against You in addition.

6.16 Cover under this Section will at Your request also extend to cover the legal liability of any competent person who has control of the Vessel or boat(s) with Your permission, and to any crew member acting in his capacity as such, other than the operator or employee of a shipyard, marina, slipway, yacht club, sales agency or similar or organisation. Such cover shall not however extend to any liability which such person incurs to You and will be subject to all the terms, Conditions, Warranties and Exclusions to which this insurance is subject.

7. PERSONAL ACCIDENT

This Section covers accidental bodily injury or death occurring onboard the Vessel or her boat(s), including embarking or disembarking, which directly causes You to suffer loss of the sight of one or both eyes, loss of one or more limbs, permanent total disablement or death.

For the purposes of this Section:

- 7.1 "You" includes any person who is onboard the Vessel or her boat(s) with Your express permission, other than a person being carried under a contract of carriage.
- 7.2 "Permanent total disablement" means physical incapacity which prevents You from engaging in any means of occupation and lasts for twelve consecutive months with no prospect of improvement at the end of that period.
- 7.3 "Loss of one or more limbs" means the physical separation of a hand or foot at or above the wrist or ankle or the permanent total loss of use of a hand, arm or leg.
- 7.4 "Death" includes Your disappearance from the Vessel or her boat(s) where no body is found within a period of 90 days.
In the event of an occurrence which gives rise to a claim under this Section, We will pay You the sum of £1,000.

Cover under this Section is subject to the following Conditions and Exclusions:

- 7.5 The injury or death must result solely from an accident which occurs in connection with the Vessel or her boat(s), or from medical treatment necessarily required as a result of such an injury, and the loss, disablement or death must have occurred within 12 months from the date of the accident.
- 7.6 The total sum payable to any one individual under this Section in respect of any one event shall be £1,000.
- 7.7 If claims are made by more than six individuals arising out of any one event, the maximum sum payable in respect of all claims will be £6,000 and the amount payable to each shall be proportionately reduced.
- 7.8 There is no cover under this Section in respect of persons aged 70 years or more at the date of the accident giving rise to a claim.
- 7.9 In the event of a claim under this Section, You must agree to submit to such examination(s) by a medical practitioner appointed by Us as often as We may reasonably require.
- 7.10 You or, in the case of death, those representing Your Estate, must give written notice of a claim under this Section to St. Margarets as soon as it is reasonably practicable to do so, together with copies of any medical reports or a death certificate as appropriate.
- 7.11 Payments made under this Section will be made direct to the injured person or, in the event of death, to his or her Estate.

8. MEDICAL EXPENSES

This Section covers medical expenses, including surgeons fees, incurred by You as the direct result of bodily injury which You suffer while onboard the Vessel or her boat(s)

For the purposes of this Section:

- 8.1 "You" includes any person who is onboard the Vessel or her boat(s) with Your express permission other than a person being carried under a contract of carriage.
- 8.2 "Bodily injury" means actual physical injury which reasonably requires medical attention which would not readily be available at no cost to You.
In the event of an occurrence which gives rise to a claim under this Section, We will reimburse You for the actual amount of the medical expenses You incur up to a limit of £500.
Cover under this Section is subject to the following Conditions and Exclusions:
 - 8.3 The medical expenses must have been incurred solely in relation to an accident which occurs in connection with the Vessel or her boat(s).
 - 8.4 You must obtain an invoice for the treatment received and, if we require You to do so, a written report from the doctor who treated You confirming that the treatment was necessary as a result of the accident in respect of which the claim has been made.
 - 8.5 There is no cover under this Section in respect of persons aged 70 years or more at the date of the accident giving rise to a claim.
 - 8.6 Payments under this Section will be made direct to the injured person.

9. CONDITIONS RELATING TO CLAIMS AND CLAIMS PROCEDURE

- 9.1 In the event of the occurrence of any incident which might give rise to a claim under any section of this policy and, in the case of third party liability, whether or not a claim has been made against You, notice of such occurrence must be given to St. Margarets as soon as reasonably practicable. Theft or malicious damage must also be reported to the police.
- 9.2 Where possible, We must be given the opportunity to survey the Vessel before any repairs are carried out or, where this is not possible, all damaged parts must be retained for Our inspection. We may require You to obtain competitive tenders for repair or We may do so ourselves. We may also decide where the Vessel should be taken for repair, and We will reimburse You for any additional expense which You incur as a result.
- 9.3 You must take all reasonable steps to avoid or mitigate the consequences of any loss or incident which might give rise to a claim under this insurance and We will reimburse You for the reasonable cost of doing so in addition to any sums payable for salvage charges or legal costs in pursuing or defending claims. Our liability under this subsection shall not however exceed the Insured Value of the Vessel and any Additional Equipment.
- 9.4 You must provide Us with full details of any incident which might give rise to a claim under this insurance, with the names and addresses of any witnesses and any person(s) who might make a claim against You, and You must give us whatever assistance we may require to enable us to obtain information and evidence to defend or pursue any claim.
- 9.5 You must forward to St. Margarets any notices of claims or Writs of Summons which You receive, and You must not make any admission of liability or make or accept any offer of settlement without Our written authority.
- 9.6 We shall be entitled to take over the defence of any claim which is made against You or to pursue a recovery from a third party at Our expense, and to settle any such claims on such terms as We may consider to be appropriate.

10. ENDORSEMENTS

The following Endorsements will apply where they are referred to in the Schedule and, where appropriate, a sum is stated in respect of them, and they will apply notwithstanding any contrary provision in the policy. They are however subject to all the Terms, Conditions, Warranties and Exclusions of this insurance.

(1) PERSONAL EFFECTS

This insurance is extended to cover Personal Effects up to the amount stated in the Schedule against all risks of loss or damage while they are on board the Vessel or being used in connection with her, including while in direct transit between Your home or a place of storage and the Vessel, but excluding unless We have expressly agreed:

- (a) wear, tear, gradual deterioration, damp, mould, mildew, moth or vermin;

- (b) breakage of fragile articles, unless directly caused by the Vessel being stranded, sunk, burnt, on fire or in collision or heavy weather, or by thieves, malicious acts, sonic boom, labour disturbances, riots or civil commotion;
- (c) cash, credit cards, travellers cheques, jewellery, furs, watches, spectacles or contact lenses;
- (d) fishing gear, water skis or diving equipment, unless the loss is directly caused by fire;
- (e) any single article with a value in excess of £200.
- (g) any loss or damage which is, or which would be but for the existence of this insurance, covered by any other insurance, except to the extent that Your claim exceeds the amount which is or would have been covered under that insurance.

This Endorsement is subject to the Condition of Average.

(2) RACING RISKS.

This insurance is extended to cover two-thirds of the cost of repairing or replacing sails, masts, spars and standing or running rigging while the Vessel is racing, without any deductions under General Condition (2.14), unless the loss or damage is caused by the Vessel being stranded, sunk, burnt, on fire, or in contact with any external substance (ice included) other than water, when the claim will be paid in full, subject to General Condition (2.14).

However, our liability under this Endorsement shall be calculated on the basis that the sum stated in the Schedule represents the full replacement cost of all sails, masts, spars and rigging, whether or not on board the Vessel or in use at the time of the loss or damage, and if the actual cost of replacement exceeds the sum stated the Condition of Average will apply.

(3) CHARTER

This insurance is extended to cover loss of or damage to the Vessel whilst she is in use under a contract of charter or hire.

Cover under this extension is limited to either:

- (a) Skipper charter. In this case the Vessel must remain under the control of You or Your competent captain at all times; or
- (b) Bare-boat charter. In this case the Vessel must remain under the control of the charterer or his nominated captain and You must take reasonable steps to ensure that the person having control of the Vessel is competent to operate a Vessel of her size and type. You must also take positive steps to verify the identity of the charterer.

No claims will be payable under this extension for any loss or damage which occurs while the requirements as to the control of the Vessel are not being complied with.

(4) WATER SPORTS

This insurance is extended to cover any legal liability to or incurred by any person engaged in waterskiing, aquaplaning or any other similar sport or activity while being towed by the Vessel or her boat(s), or preparing to be towed, or after being towed until safely back on board. This extension does not however cover the liability of any such person to You or to any other person to whom the benefit of cover under this insurance is extended.

(5) MACHINERY DAMAGE

This insurance is extended to cover loss of or damage to the machinery and its connections, electrical or electronic equipment and batteries and any associated wiring which is directly caused by heavy weather, latent defect or negligence, but excluding the cost of making good any defect which results from negligence or breach of contract in respect of any repair, alteration work or maintenance.

(6) FROST DAMAGE

This insurance is extended to cover loss of or damage to machinery caused by freezing provided that You have followed all manufacturers' recommendations and/or taken all such other reasonable steps which may be necessary to protect the machinery from freezing.

(7) ROAD TRANSIT

This insurance is extended to cover loss of or damage to the Vessel whilst she is in transit by road within the United Kingdom or elsewhere with Our agreement, but excluding claims for scratching, bruising or repainting.

(8) REFITTING

This insurance is extended to cover loss of or damage to the Vessel whilst she is undergoing major repair or alteration, provided that:

- (a) the Vessel is kept at a professional yard or facility which is appropriate for a vessel of her type and size or some other place which You have notified to Us and We have agreed;
- (b) the repairs or alterations are carried out by qualified personnel or by You or under Your direct control;
- (c) in the case of loss or damage caused by theft, or by fire or explosion, You have made reasonable efforts to ensure that adequate precautions have been taken to protect the Vessel. You must ensure that all removable items of value are locked aboard the Vessel or taken off and kept in locked and secure premises.

Cover under this extension will also include tests and sea trials carried out in connection with the repairs or alterations. The Insured Value of the Vessel while this extension is in force shall be her actual market value in the state or condition she is in at the date of the loss or damage up to the value at completion as endorsed on this policy.

Upon completion of the repair or alteration You must give written notice of completion to St Margarets, together with a survey and/or valuation report on the works if We have required it. Provided we are satisfied that the work has been carried out to a good standard of seaworthiness this extension will be cancelled and full cover under the policy will apply. We do however reserve the right to require You to alter the Insured Value if the Vessel's market value at completion is not commensurate with that endorsed on this policy.

(9) WAR AND STRIKES

This insurance is extended to cover loss of or damage to the Vessel caused by:

- (a) war, civil war, revolution, rebellion or insurrection, or civil strife which results from such occurrences, or any hostile act by or against a belligerent power;
- (b) the capture, seizure, arrest, restraint or detention of the Insured Property or any attempt at such an act;
- (c) confiscation or expropriation;
- (d) terrorism or persons acting from a political motive

If the Vessel is subject to capture, seizure, arrest, restraint, detention, confiscation or expropriation for a continuous period of 12 months, as a result of which You have lost the free use and disposal of the Vessel, then for the purposes of deciding whether the Vessel is a Constructive Total Loss, You will be deemed to have been deprived of possession of the Vessel in circumstances in which she cannot be recovered within a reasonable period of time.

This extension does not however cover any loss, damage, liability or expense caused by or arising from:

- (a) requisition or pre-emption;
- (b) capture, seizure, arrest, restraint, detention, confiscation or expropriation by or under the order of the government or any public or local authority of the country in which the Vessel is owned or registered;
- (c) seizure, arrest, restraint, detention, confiscation or expropriation under quarantine regulations or by reason of a breach of any customs or trading regulations;
- (d) the operation of ordinary judicial process, or any failure on Your part to provide security or to pay any fine or penalty or from any financial cause;
- (e) piracy;
- (f) delay.

We may give You notice of cancellation of cover under this extension at any time, which will be effective at the expiry of 7 days from midnight on the day such notice is given. We will however agree to reinstate cover provided You request it before the period of notice has expired and You agree to pay any new rate of premium We may require and any new terms We may impose.

Cover under this extension will be cancelled automatically and without notice immediately in the event of:

- (a) the outbreak of war, whether declared or not, between any of the following countries: United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China;
- (b) the Vessel being requisitioned, either for title or for use.

Cover under this extension will not become effective if an event which would have caused it to be cancelled automatically has occurred before this extension is incorporated into this insurance.

If cover is cancelled by notice or automatically We will make a pro rata return of the premium You have paid.

(10) THIRD PARTY ONLY

Cover under this insurance is limited to Section 6 - Legal Liabilities and cover does not apply under Section 5 - Hull and Machinery, etc. Section 7 - Personal Accident and Section 8 - Medical Expenses.

This insurance is however subject to all the provisions of Section 1 - Definitions, Section 2 - General Conditions, Section 3 - Warranty, Section 4 - General Exclusions and Section 9 - Claims and Claims Procedure, except insofar as they are not applicable.

(11) THIRD PARTY ONLY INCLUDING SALVAGE AND WRECK REMOVAL

Cover under this insurance is limited to Section 6 - Legal Liabilities and cover does not apply under Section 5 - Hull and Machinery, etc. Section 7 - Personal Accident and Section 8 - Medical Expenses.

This insurance is however subject to all the provisions of Section 1 - Definitions, Section 2 - General Conditions, Section 3 - Warranty, Section 4 - General Exclusions and Section 9 - Claims and Claims Procedure, except insofar as they are not applicable.

Cover under Section 6 - Legal Liabilities is also extended to include:

- (a) Salvage charges which are necessarily incurred to prevent loss of or damage to the Insured Property which would otherwise have been covered under Section 5 - Hull and Machinery, etc.
- (b) The cost of removing the wreck of the Vessel or boat(s) from any place which You own, lease or occupy after a Total Loss which would otherwise have been covered under Section 5 - Hull and Machinery, etc. less the value (if any) of the wreck.

COMPLAINTS PROCEDURE

If you have a complaint, please contact the Divisional Manager at the address shown.

If you are dissatisfied with our handling of your complaint you can at any time refer the matter to the Complaints Department at Lloyd's. Their address is:

Complaints Department, Lloyd's, One Lime Street, London EC3M 7HA

Telephone 020 7327 5693

Fax 020 7327 5225

email Lloyds-Regulatory-Complaints@lloyds.com

Complaints that cannot be resolved by the Complaints Department may be referred to the Financial Ombudsman Service. Further details will be advised at the appropriate stage of the complaints process.

APRIL 2005

THE "PASSAGEMAKER" YACHT AND MOTOR BOAT INSURANCE

Underwritten by Syndicate 2001
at Lloyd's

You are requested to read this policy and, if it is incorrect, return it immediately for alteration.

In all communications please quote the Policy Number appearing in the Schedule.

In the event of any occurrence likely to result in a claim under this insurance, immediate notice should be given to:-

St. Margarets

DIRECT
Part of the Amlyn Group

11 TOWER VIEW, KINGS HILL

WEST MALLING

KENT ME19 4UY

T : 01732 223 820

F : 01732 223 821

stmargarets@amlyn.co.uk

www.stmargarets.com

St. Margarets is a trading name of
Amlyn Underwriting Services Limited.
Authorised and regulated by the Financial Services Authority.