

THIRD PARTY WORDING

1. COVER

- (a) This insurance will indemnify the Assured in respect of all claims which the Assured shall by reason of interest in the Vessel specified in the Certificate of Insurance become legally liable to pay and shall pay, except as excluded in these clauses or by any special conditions. The indemnity payable in respect of any one accident, or series of accidents arising out of the same event, shall be limited to the sum specified in the Certificate of Insurance for that purpose.
- (b) The protection of this Clause 1 shall extend to any person navigating or in charge of the Vessel with the consent of the Assured other than a person operating, or employed by the operator of any ship yard, repair yard, marina, slipway, yacht club, sales agency, delivery contractor or similar organisation. This extension shall be subject to all terms, conditions and warranties of this insurance.
- (c) When the liability of the Assured has been contested with the consent in writing of the Insurers, they will also pay the legal costs which the Assured shall thereby incur or be compelled to pay.

The word Vessel means the Vessel herself, her machinery, boat(s), gear and equipment such as would normally be sold with the Vessel, being the property of the Assured named in the Certificate of Insurance. It does not include moorings.

2. GEOGRAPHICAL LIMITS AND USE OF THE VESSEL

- (a) Warranted that the Vessel remains at all times within the area defined in the Certificate of Insurance.
- (b) Warranted that the Vessel shall be laid up or stored as specified in the Certificate of Insurance.
- (c) Warranted that the Vessel is used solely for private pleasure purposes and not let out on hire, charter or reward unless agreed by Insurers in writing.

3. CHANGE OF OWNERSHIP

Should the Vessel be sold or transferred to new ownership, or where the Vessel is owned by a company, should there be a change in the controlling interest of the company, this insurance shall be cancelled from that time.

4. CANCELLATION

This insurance may be cancelled by the Insurers at any time subject to 15 days written notice to the Assured or his Agent, or by mutual agreement. Return premiums will be calculated on a pro-rata basis. Any return of premium will be subject to an administration fee of £10 and return premiums below £10 will be retained by the insurers.

5. EXCLUSIONS

This clause is paramount and no claim shall be allowed in respect of any liability

- (a) to the Assured or any owner of the Vessel.
- (b) admitted or agreed without the written consent of the Insurers.
- (c) while in transit.
- (d) or expense, intentionally caused or incurred by, or with the consent of any Assured, or arising from unseaworthiness resulting from any act or omission of any Assured.
- (e) directly or indirectly arising from capture, seizure, arrest, restraint or detainment, war, terrorism, civil war, revolution, rebellion, insurrection, civil conflict or commotion.
- (f) loss, damage or expense directly or indirectly caused by or contributed to by or arising from
- (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

- (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or similar peaceful purposes.
- (g) arising directly or indirectly from any accidents to, or illness of, workmen or any person employed in any capacity whatsoever by the Assured (or any other person to whom the protection of this insurance is afforded) in, on, about or in connection with the Vessel.
- (h) arising while the Vessel is used for, or in connection with, water-skiing, aquaplaning, or similar activity, unless expressly agreed in writing, in which case insurers liability shall be limited to the sum specified in the Certificate of Insurance for that purpose.
- (i) arising while the Vessel is used for or in connection with paragliding, towing of watertoys or similar activity.
- (j) for punitive or exemplary damages, however described.
- (k) for any expenses incurred in the removal of the Vessel or wreck:-
- (i) from any place whatsoever, including
- (ii) from any place owned, leased or occupied by the Assured.

IN ADDITION WHERE THE MAXIMUM DESIGNED SPEED OF THE VESSEL OR HER BOAT(S) EXCEEDS 17 KNOTS (20 M.P.H.)

no claim shall be allowed in respect of liability or expense:-

- (l) arising from such Vessel or boat(s) being left unattended off an exposed beach or shore.
- (m) arising while such Vessel or boat(s) is racing or on speed tests or trials.
- (n) arising while such Vessel or boat(s) is underway unless the Assured or other competent person authorised by the Assured is on board and in control of such Vessel or boat.
- (o) caused by or arising through fire or explosion on the Vessel or boat if equipped with inboard machinery, unless such Vessel or boat is equipped in the galley with adequate fire extinguishing apparatus and in the engine room with an adequate fire extinguishing system automatically operated or having controls at the steering position(s), or outside and adjacent to the engine room and all properly installed and maintained in efficient working order.

6. EXCESS AND DEDUCTIONS

The excess specified in the Certificate of Insurance shall be deducted from all claims arising out of each and every incident.

7. CLAIMS

In the event of any occurrence which might give rise to a claim under this insurance the Assured must give immediate notice to Insurers. The Insurers have the option of appointing solicitors who shall represent the Assured in the defence of any third party claim covered by Clause 1 and in any event the Insurers shall direct the progress of such defence.

8. LAW

The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English law and jurisdiction

COMPLAINTS

Any complaint relating to the handling of your insurance/claim should be forwarded to: The General Manager, St. Margarets, 11 Tower View, Kings Hill, West Malling, Kent ME19 4UY Tel: 01732 223820 Fax: 01732 223821 E-Mail: stmargarets@amlin.co.uk.

In the event that you are dissatisfied with our handling of your complaint you can at anytime refer the matter to the Complaints Department at Lloyd's, their address is: Complaints Department, Lloyd's, One Lime Street, London EC3M 7HA Tel: 020 7327 5693 Fax: 020 73275225 E-Mail: Complaints@Lloyds.com

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