

WINDSURFER WORDING

1. COVER

- (a) All risks of accidental, physical, loss or damage to the Vessel and property described in the Certificate of Insurance.
- (b) Loss or damage caused by latent defect in the Vessel (but excluding the cost or expense of replacing the defective part), negligence, malicious acts and theft are also covered, unless such loss or damage results from any failure on the part of any Assured to take reasonable measures to maintain and safeguard the insured Vessel and property described in the Certificate of Insurance.
- (c) Salvage charges incurred in preventing a loss by any risk covered by this insurance and reasonable expenses incurred in averting or minimising a loss by such risks.
- (d) In the event of theft or damage to your board and/or equipment while you are on holiday away from your normal place of residence, insurers will pay up to £35 per day, for a maximum of 7 consecutive days, for the hire of a similar board and/or equipment.

The word "Vessel" means the Vessel herself, 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.

All cover is subject to any exclusion in this policy wording and any conditions in the Certificate of Insurance. Please note particularly the exclusions in Clause 5

2. GEOGRAPHICAL LIMITS AND USE OF THE VESSEL

- (a) The Vessel is only covered within the inland and coastal waters of the United Kingdom and worldwide for 30 days during this insurance. The Vessel is also covered while in transit by road within the above limits but excluding any liability to third parties.
- (b) Warranted that the Vessel shall be laid up or stored ashore when not in use.
- (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:-

- (a) loss, damage, liability 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.
- (b) the cost of making good any defect resulting from any repair, alteration or maintenance work carried out on the Vessel.
- (c) any loss or expenditure incurred in remedying a fault or error in design or construction or any cost or expense incurred by reason of betterment or alteration in design or construction.

- (d) wear and tear, scratching bruising and denting in transit, gradual deterioration, lack of reasonable maintenance, mechanical derangement, weathering, or damage caused by insect, vermin, damp and marine life.
- (e) (i) theft of the insured vessel, her gear or equipment, unless following violent forcible,
 - (a) entry or exit from a locked and secure place of storage, or road vehicle
 - (b) removal from the exterior of a vehicle whilst in transit unless an anti-theft device is being used.
 (ii) theft of any trailer unless it is wheel clamped.
 (iii) theft of insured personal effects, unless following violent forcible entry into the Vessel or vehicle while in transit.
- (f) loss of or damage to sails while in use if split by the wind or blown away
- (g) loss, damage, expense or liability directly or indirectly arising from capture, seizure, arrest, restraint or detainment, war, terrorism, civil war, revolution, rebellion, insurrection, civil conflict or commotion
- (h) loss, damage, liability 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
- (i) unrepaired damage in addition to a subsequent total loss sustained during the period covered by this insurance.

6. PERSONAL EFFECTS

Personal effects are insured against physical loss or damage on the terms of this insurance while on board the Vessel, and while in transit between the Assured's place of residence and the insured Vessel. Personal Effects means items of clothing and safety equipment including but not limited to waterproofs, wetsuits, lifejackets and items of a similar nature. It does not include navigation equipment. No single item with a value in excess of £100 is insured unless declared and agreed in writing.

Personal effects are not covered by this insurance if they are covered under any other policy of insurance, or but for the existence of this insurance would be covered under any other policy of insurance.

7. 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.

8. EXCESS AND DEDUCTIONS

- (a) The excess specified in the Certificate of Insurance shall be deducted from all claims arising out of each and every accident, other than for total loss or constructive total loss of the Vessel or total loss of items separately declared and valued in the Certificate of Insurance.
- (b) **Prior to the deduction under 8(a) and in addition** all claims for loss of or damage to protective covers and masts, spars, rigging, and sails may be subject to deductions new for old at Insurers discretion.
- (c) Insurers may, at their option, repair or replace with property of similar age, type and condition all or any part of the Insured Vessel or property lost, damaged or destroyed instead of paying the amount of the loss or damage in money.

9. LIABILITIES TO THIRD PARTIES

- (a) The Insurers will indemnify the Assured in respect of all claims which the Assured shall by reason of interest in the insured Vessel, become legally liable to pay and shall pay. The indemnity payable in respect of any one accident, or series accidents arising out of the same event, shall be limited to the insured value of the Vessel or to the sum specified in the Certificate of Insurance for that purpose.
- (b) 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.
- (c) The protection of this Clause 9 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, slipway, marina, yacht club, sales agency, delivery contractor or similar organisation. This extension shall be subject to all terms, conditions and warranties of this insurance
- (d) This insurance does not cover:-
 - (i) any claim or liability excluded under Clause 5
 - (ii) any liability to the Assured or any owner of the Vessel
 - (iii) any liability admitted or agreed without the written consent of the Insurers
 - (iv) any claim arising directly or indirectly from any accident to, or illness of, workmen or any other 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
 - (v) punitive or exemplary damages, however described.
 - (vi) any liability over £500,000 arising from an incident when the vessel is being used in North American water

10. CLAIMS

In the event of any occurrence which may give rise to a claim under this insurance, the Assured must give immediate notice to Insurers and take appropriate action to minimise a loss. A surveyor may be appointed to represent Insurers.

In the event of fire, malicious damage or theft, immediate notification must be given to the local police.

The Assured must provide all reasonable assistance in pursuing any recovery from a third party.

The Insurers have the option of appointing solicitors who shall represent the Assured in the defence of any third party claim covered by Clause 9 and in any event the Insurers shall direct the progress of such defence.

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 7327 5225 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.