

**CONDITIONS OF INSURANCE**  
(To be read in conjunction with the Schedule)

**SECTION 1 – THE INSURED PROPERTY**

**COVER** – The Assured will be indemnified (subject to the exclusions set out hereunder) in respect of all risks of accidental loss or damage, including salvage charges)

**EXCLUSIONS** No claim shall be allowed in respect of :-

- a) Loss of use
- b) Wear and tear, depreciation and deterioration from use
- c) Personal effects unless a value is declared in the Schedule
- d) Theft of outboard motor unless from a locked place of storage or unless securely locked to the insured craft by an anti theft device in addition to its normal method of attachment
- e) Theft of unsecured gear, fittings or equipment unless stolen with the insured craft or unless from a locked place of storage
- f) Mechanical breakdown of the outboard motor

**EXCESS** – The Assured shall be responsible to pay for the first £825 of any claim other than in respect of personal effects claims which shall be nil (excess applicable to Sections 1 and 2).

**LIMIT OF INDEMNITY** – The sum which the Assured can recover under this section is :-

- a) In the case of total loss – the insured value of the insured property lost
- b) In the case of partial loss – the reasonable cost of repairing or reinstating the damage or lost part of the insured property (including necessary expenses connected therewith) up to but not exceeding the insured value of the insured property lost or damaged

**SECTION 2 – LIABILITY TO THIRD PARTIES**

**COVER** – The Assured will be indemnified in respect of all sums which he or she shall become legally liable to pay and shall pay up to the limit shown in the policy in respect of any one accident or series of accidents arising out of the same event in respect of :-

- a) Death or bodily injury to any person (including passengers) other than persons employed in any capacity by the Assured
- b) Damage to property not belonging to the Assured

arising out of the use of or caused by insured property

Insurers will indemnify in like manner any person (other than a person operating or employed by the operator of a shipyard, repair yard, slipway, yacht club, sales agency or similar organisation) sailing the vessel with the Assured's permission but excluding indemnity in respect of liability to the Assured.

**EXCLUSIONS – No claim shall be allowed in respect of :-**

- a) Accidents to or illness of workmen or any other persons employed in any capacity whatsoever by the Assured in or about or in connection with the insured property or any work or repair thereto
- b) Accidents arising whilst the insured property is in transit by road

**SECTION 3 – LAW COSTS**

Insurers will pay all law costs incurred with their written consent in defending any claim

**SECTION 4 – GENERAL EXCEPTIONS**

This policy does not cover loss, damage or liability :-

- a) Whilst the insured property is let out on hire or charter or used for other than private purposes
- b) Arising out of capture, seizure, arrest, restraint or detainment and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations whether there be a declaration of war or not; also from civil war, revolution, rebellion, insurrection or civil strife arising therefrom; or piracy, strikers, locked out workmen or persons taking part in labour disturbances, riots or civil commotions
- c) Arising out of
  - 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 of war employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter
- d) Arising out of the unseaworthiness of the insured craft

**SECTION 5 – CONDITIONS RELATING TO ACCIDENTS AND CLAIMS**

- a) **Notice of accident**  
In event of an accident whereby loss, damage or liability may result in a claim under this policy, notice shall be given to the insurance broker as soon as practicable giving full information as to the circumstances of the accident
- b) Estimates for repair shall be obtained and submitted for approval