

# Pleasurecraft Insurance from Traffords

Policy



**All enquiries and claims notifications regarding  
this Policy should be addressed to:**

Traffords Ltd

Telephone 01525 717185

Email : [marine@traffords-insurance.co.uk](mailto:marine@traffords-insurance.co.uk)

# Important Claims Contact Details

Below are important contact details that relate to this insurance policy.

Traffords Pleasure Craft Policy Claims Notification

**Tel:** (UK) 0808 196 2407 (toll free from UK landlines & mobiles)  
(From abroad) +44 1202 612232 (International call charges apply)

**Email:** [marinecraftclaims@macmarineclaims.com](mailto:marinecraftclaims@macmarineclaims.com)

These contact details are for registering new claims covered under sections 1 and 2 and are manned 24 hours a day, 365 days a year.

In all cases, please report claims as soon as possible so that **Your Insurers** can take any action necessary.

Please see Section 5 – Claims Condition for the steps of how to make a claim.

## Customer Care

Our Service Commitment To You

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

If **You** have any questions or concerns about **Your Policy** **You** should contact **Traffords**.

If **Your** question or concern is regarding **Your** claim, please contact either **Traffords**

or

the Marine Claims Team at:

**Address:** Suite 26 Alum House, Discovery Court, 551-553 Wallisdown Road, Poole, Dorset, BH12 5AG  
**Tel:** (UK) 0808 196 2407 intl: +44 1202 612232  
**Email:** [marinecraftclaims@macmarineclaims.com](mailto:marinecraftclaims@macmarineclaims.com)

Please have **Your Policy** number or claim reference number to hand when telephoning and please ensure that **You** quote it on all correspondence.

# Index

Index.....	3
Welcome and introduction .....	4
Your Policy - Contract of insurance.....	5
Several liability clause .....	5
Contracts (Rights of Third Parties) Act 1999 Clarification Clause.....	5
Cooling off period.....	5
Information Your Insurers or Traffords need to know.....	5
Data Protection Notice .....	6
Definitions.....	7
Section 1 – Your Insured Property.....	10
Exclusions applying to Section 1 – Your Insured Property .....	13
The amount Your Insurers will pay under Section 1.....	14
Section 2 - Liability to Third Parties and Passengers.....	15
Section 3 – General Policy Exclusions .....	16
Section 4 – General Policy Conditions .....	17
Section 5 – Claims Condition.....	20
Section 6 – Complaints Procedure .....	21
Section 7 – Endorsements .....	22
Endorsement 1 – Personal effects .....	22
Endorsement 2 – Racing Risks.....	22
Endorsement 3 – Road Transit.....	23
Endorsement 4 – Speedboat Clause .....	23
Endorsement 5 – Waterskiers Extension.....	24
Endorsement 6 – Locking Condition .....	24
Endorsement 7 – No Mooring Condition.....	24
Endorsement 8 – Machinery Damage Extension .....	24
Endorsement 9 – Exposed Beach or Shore Extension .....	24
Endorsement 10 – Ashore When Not In Use .....	24
Endorsement 11 – Use of Craft.....	24
Endorsement 12 – Instructors Liability Exclusion.....	25
Endorsement 13 – Security Condition.....	25
Endorsement 14 – Locked Building Condition.....	25

# Welcome and introduction

**Traffords** would like to take this opportunity to welcome **You** as a **Policyholder**.

This booklet, **Your Schedule** and any **Endorsements** noted thereon make up **Your Policy** which is evidence of the contract of insurance. The contract of insurance is for the period stated in **Your Schedule** for which **Your Insurers** have accepted **Your Premium**.

This booklet explains the terms of **Your** insurance contract between **You**, and **Your Insurers**. Please read this booklet carefully, as it is important that **You** understand the cover **Your Policy** provides. This booklet is designed to be clear and concise and important words, which have been highlighted in bold, have been defined for further clarity in the 'Definitions' section on pages 7 - 9. **Your Insurers** have also provided guidance on what to do and what not to do in the event of a claim in section 6.

**Your Schedule** also contains important information about **Your** cover and **You** should read it with this booklet. If **You** find that the cover is not suitable for **You** or that there is anything **You** do not understand please contact **Traffords** as soon as possible.

Thank you for choosing us.

A handwritten signature in black ink that reads "Gregory Hill". The signature is written in a cursive style with a large, stylized 'G' and 'H'.

Greg Hill  
Managing Director  
Traffords Limited

# Your Policy - Contract of insurance

Unless amended by **Endorsement in Your Schedule**, **Your Insurers** will insure **Your** legal liabilities and **Your Insured Property** against loss, damage or theft caused by a defined **Peril** which occurs within the **Cruising Limits** or **Transit Area** and at the locations noted in **Your Schedule**, during the **Period of Insurance** for which **Your Insurers** have accepted **Your Premium**.

This cover is subject always to the terms and conditions of **Your Policy** and **Your Schedule**.

## Several liability clause

The subscribing insurers' obligation under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscriptions of any co-subscribing insurers who for any reason does not satisfy all or part of its obligations.

**Your Policy** has been arranged by **Traffords** and is insured by one or more **Insurers** which are listed in **Your Schedule**.

**Your Insurers** are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

**Your Insurers** Firm Reference Number(s) and other details can be found on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk)

## Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not party to this contract 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.

## Cooling off period

**You** are entitled to cancel this contract of insurance by writing to **Traffords** within fourteen (14) days of either:

- the date **You** receive this **Policy**; or
- the start of the **Period of Insurance**

whichever is the later.

**Your** notice of cancellation should be sent to **Traffords**. Provided there have been no claims made by **You**, **Your** premium will be returned with a deduction made for the pro rata proportion of the premium for the period of cover and an administration fee charged by **Traffords** as stated in the **Traffords'** current fee structure provided to **You** before **You** purchased **Your** policy.

To cancel **Your Policy** outside of the cooling off period, refer to page 19.

## Information Your Insurers or Traffords need to know

**You** must take reasonable care to provide complete and accurate answers to the questions **Traffords** or **Your Insurers** ask when **You** take out, make changes to or renew **Your Policy**. **Your Policy** may not be valid or may not cover **You** fully if the information provided by **You** is not complete and accurate or if **You** do not tell **Traffords** or **Your Insurers** about changes relevant to this **Policy**. See also Section 4 General Policy Conditions.

# Data Protection Notice

This Data Protection Notice explains what personal information is collected and how this is used. In accepting this Insurance it will be understood that **You** have read and accepted the terms of this Data Protection Notice.

All phone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

**Traffords** will process your details in accordance with the Data Protection Act 2018 and/or other applicable legislation in force.

You are entitled to know what data is held on **You** and to make what is referred to as a “Data Subject Access Request” (**‘DSAR’**). **You** are also entitled to request that **Your** data be corrected in order that **Traffords** hold accurate records. In certain circumstances, **You** have other data protection rights such as that of requesting deletion, objecting to processing, restricting processing and in some cases requesting portability. Further information on **Your** rights is included in our Privacy Policy.

If **You** wish to make a Data Subject Access Request” (**‘DSAR’**) to access, correct, update or request deletion of **Your** personal information, **Traffords** will ask **You** to provide us with a copy of any two of the following documents: Driver’s licence; Passport; Birth certificate; Bank statement (from the last 3 months); or Utility bill (from the last 3 months). **Traffords** will respond to all requests from individuals wishing to exercise their data protection rights in accordance with applicable data protection laws. If **You** would like to exercise **Your** data protection rights or have any questions, please contact:

The Compliance Officer, Traffords Limited, 7 Doolittle Yard, Froghall Road, Amptill, Bedford, MK45 2NW

For more information on the Data Protection Act **You** may also write to the Office of the Information Commissioner at:  
Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF  
Tel: 0303 123 1113 or 01625 54 57 45  
E- mail: [mail@ico.gsi.gov.uk](mailto:mail@ico.gsi.gov.uk)

## Your Data

It is necessary to collect **Your** personal data so that Underwriters can assess/administrate the terms of **Your Policy**, claims or losses.

Personal data includes:

- Contact Data
- Profile Data - personal data used in automated processing to evaluate certain things about an individual. Profiling can be part of an automated decision-making process.
- Sensitive Personal Data - Data consisting of racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or data.
- Correspondence Data

Please be aware that only where relevant **Traffords** use and may share **Your** details with approved partner service providers/professional advisers including those that operate, process or share data outside of the European Economic Area and suitable safeguards are in place to ensure data is secure for purposes including but not limited to:

- Underwriting
- Fraud Prevention
- Claims Management
- Complaints Handling
- Electronic Licensing
- Continuous Insurance Enforcement
- Law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- The provision of government services aimed at reducing the level of uninsured driving

Any organisations or bodies **Traffords** share **Your** data with will only use **Your** data for the purposes set out in our Privacy Policy which can be viewed on our website at ([www.traffords-insurance.co.uk](http://www.traffords-insurance.co.uk)). A paper version is also available upon request. Before sharing **Your** data with any third party, **Traffords** will ensure that the third party has the appropriate technical and organisation measures in place to protect **Your** data.

Please see the Privacy Policy for details of **Your** rights not covered more specifically in this notice.

# Definitions

Certain words shown below have a specific meaning. Whenever they are shown capitalised and in bold in **Your Policy** they will have that meaning.

- **Accident:** An unforeseen and unplanned event or circumstance including but not limited to fire, explosion, earthquake, collision, sinking, grounding and / or striking submerged objects, water ingress, impact, negligence of third parties, vermin, tidal surge, tsunami, storm, rain, snow, hail or sleet and / or lightning or freezing conditions, the formation of ice on seas, lakes or rivers or flooding of coastal areas, lakes or rivers beyond normal banks or bounds.
- **Agreed Value:** The **Sum Insured** shown in **Your Schedule** which represents the value of **Your Craft** as declared by **You** and agreed by both **You** and **Your Insurers**.
- **Ashore:** Out of the water and on land, above the highest astronomical tide mark.
- **Coastal Waters:** Waters up to a distance of 12 nautical miles from the shore.
- **Consumable(s):** Flares, engine oil and any other item(s) which whilst being used are consumed or diminished.
- **Craft:** The vessel identified in **Your Schedule** comprising the hull, superstructure, standing and running rigging, fittings, **Machinery**, gear and fitted equipment that would normally be sold with the vessel, trailers, tenders, dinghies or other vessels noted in **Your Schedule**.
- **Cruising Limits:** The geographical area specified in **Your Schedule** within which **Your Insurers** have agreed to insure **Your Insured Property**.

## Definitions of commonly used Geographical Limits

- **Non-Tidal Waters of the United Kingdom with Tidal Access:** Inland waters of the **United Kingdom** where there are no tides, the Broads and Fens and inland tidal stretches which are necessary to navigate in order to enter or leave the non-tidal system.
- **Inland and Coastal Waters of the United Kingdom:** Non-tidal waters of the **United Kingdom**, the Broads and Fens, inland tidal waters and **Coastal Waters** of the **United Kingdom** including waters between two points in the **United Kingdom** which enables travel by the most direct route even though this route may be outside of the 12 mile limit. This does not include travel between **Great Britain** and either the Isle of Man, Northern Ireland or the Channel Islands.
- **Continental Waters between Brest and Elbe:** All inland, tidal and **Coastal Waters** between Brest and Elbe. It does not include waters which are:
  - further north than 61 degrees north; or
  - further east than 10 degrees east; or
  - further south than 48 degrees 10 minutes north; and
  - further west than 12 degrees west.
- **Continental Waters between La Rochelle and Elbe:** All inland, tidal and **Coastal Waters** between La Rochelle and Elbe. It does not include waters which are:
  - further north than 61 degrees north; or
  - further east than 10 degrees east; or
  - further west than 12 degrees west;
  - further south than 46 degrees north during the period 1st April to 30th September inclusive; and
  - further south than 48 degrees north during the period 1st October to 31st March inclusive.
- **Deliberate Act(s) of Others:** Any intentional actions to deface, damage or destroy **Your Insured Property** by a person or persons other than **You** including but not limited to arson, malicious acts (including vandalism or piracy), riots and civil commotion (riot and civil commotion within the **United Kingdom** only).
- **Endorsement:** A written record of any alteration **Your Insurers** agree to make to **Your Policy** that is shown in **Your Schedule**.

- **Engine Cut Out Device:** A device specifically designed, marketed and sold to stop the engine(s) automatically if it is detached from **Your Craft**.
- **Europe:** Albania, Andorra, Austria, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Eire, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Republic of Macedonia, Malta, Monaco, Montenegro, The Netherlands, Norway, Poland, Portugal (excluding Azores but including Madeira), Romania, San Marino, Serbia, Slovakia, Slovenia, Spain (including **Coastal Waters** of the Canaries and the Balearics), Sweden, Switzerland, Turkey, **United Kingdom**, Vatican City.
- **Excess:** The amount of each claim **You** have to pay.
- **Fault/Faulty:** A failure in or of the design or manufacture of **Your Insured Property**, or in or of the design, manufacture or installation of a component part of **Your Insured Property**, which is not the result of **Gradual Deterioration** or lack of maintenance and which **You** were not aware of and which would not have been discovered during normal maintenance of **Your Insured Property**.
- **Fire Extinguisher / Fire Extinguishing Systems:** A pressurised device or devices specifically designed, marketed and sold to emit a fire extinguishing medium appropriate to its use.
- **Gradual Deterioration:** The progressive degradation of **Your Insured Property** caused by wear and tear, rust, rot, oxidation, corrosion, electrolytic or galvanic action, wasting or weathering.
- **Great Britain:** England, Scotland and Wales (excluding Northern Ireland, Isle of Man and the Channel Islands).
- **Hitchlock:** A device specifically designed, marketed and sold to prevent a trailer being unhitched from a towing vehicle, which covers the bolts securing the tow hitch to the trailer chassis.
- **Houseboat:** A **Craft** that is permanently located or moored at a single location, which is permanently connected to either the on shore mains gas supply, mains electricity supply, mains water supply or sewage system.
- **In Commission:** When **Your Craft** is fitted out and ready for immediate use including whilst **Ashore** ready to be launched.
- **Insured Property:** The property shown in **Your Schedule** and defined in **Your Policy**.
- **Insurer(s):** Tokio Marine HCC, subscribing to the Binding Authority listed in **Your Schedule**, whose administration of this **Policy** is handled by **Traffords**
- **In Use:** when **Your Craft** is afloat and manned, but including periods when **Your Craft** is afloat or **Ashore** and or in transit and **You** or some other responsible person on **Your** behalf is in immediate attendance.
- **Laid Up:** When **Your Craft** is not fitted out and not ready for immediate use including whilst **Ashore** but not ready to be launched.
- **Machinery:** Including, but not limited to, main and auxiliary engines, outboard engines, generators, air conditioning installations, electrical equipment, cables and fittings, hydraulic equipment, piping and fittings, boilers, propellers, shafts, gearboxes, exhausts and starter motors.
- **Market Value:** The most likely sale value between willing buyer and willing seller immediately prior to the claimed loss or damage taking into account the condition and location of **Your Craft**.
- **Money:** Cash, cash cards, credit cards, cheque cards, currency or bank notes, stamps, travel tickets, traveller's cheques, passport, bonds or securities.
- **Peril:** The cause of the loss or damage.
- **Period of Insurance:** The period which **You** have paid for and which **Your Insurers** have accepted the **Premium** for as stated in **Your Schedule**.
- **Personal Effects:** items of clothing or equipment of a nautical nature which are **Your** property or the property of **Your** immediate family, which are normally kept or used on board the **Craft** when **In Commission** but which would not be sold as part of the **Craft's** equipment and are removed from the **Craft** when the **Craft** is **Laid Up**.



- **Policy:** This booklet, **Your Schedule** and / or the certificate of insurance make up **Your** contract with **Your Insurers** (otherwise known as **Your** insurance **Policy**). **You** should read them together as if they were one document.
- **Premium:** The amount of money that **You** pay and **Your Insurers** accept for this insurance.
- **Racing:** Taking part in, or under the preparatory signals to take part in, any race, speed trial or competition however described as per the level of racing described in **Your Schedule** against **Endorsement 2** (where stated).
- **Seaworthy:** Where **Your Insured Property**, including **Your Craft**, is fit to encounter the ordinary perils of the seas, rivers, lakes and any other navigable waterways and is suitably moored, crewed, equipped, fuelled and provisioned with all equipment in proper working order.
- **Schedule:** The document that makes the **Policy** personal to **You**. It includes:
  - 1) the **Period of Insurance**;
  - 2) details of **Your Craft**;
  - 3) **Sums Insured**;
  - 4) the **Cruising Limits and Transit Area**;
  - 5) where **Your Craft** is moored or stored;
  - 6) The Unique Market Reference Number that details to Lloyd's which syndicate(s) are **Your Insurer**;
  - 7) the periods for which **Your Craft** is allowed to be **In Commission** or should be **Laid Up**;
  - 8) any **Endorsements** applying;
  - 9) the **Excess**; and
  - 10) the statement of price [This list is not exhaustive]
- **Specified Equipment:** Items of equipment that are specifically noted in **Your Schedule**.
- **Speedboat:** Any motor powered **Craft** that has a manufacturers' stated maximum speed of more than 17 knots.
- **Sum(s) Insured:** The values shown in **Your Schedule** for **Your Craft** and other **Insured Property**.
- **Terrorism:** An act or acts of any person or group(s) of persons committed for political, religious, ideological or similar purposes with the intention to influence any government and / or to put the public or any section of the public in fear. **Terrorism** can include but not be limited to the actual use of force or violence and / or the threat of such use. Furthermore the perpetrators of **Terrorism** can either be acting alone or on behalf of or in connection with any organisation(s) or government(s).
- **Third Party (Parties):** A person who makes a claim against anyone insured by this **Policy**.
- **Total Loss:** When **Your Craft** or other **Insured Property** is completely lost, destroyed or damaged so that it can no longer be used as intended or if the cost of recovery and / or repairs is more than the value of **Your Insured Property**.
- **Traffords:** The Coverholder, being : Traffords Ltd, 7 Doolittle Yard, Froghall Road, Ampthill, Bedford MK45 2NW  
Tel. 01525 717185 ; Fax 01525 717767 ; E-Mail: marine@traffords-insurance.co.uk
- **Transit Area:** The geographical area specified in **Your Schedule** within which **Your Insurers** have agreed to insure **Your Insured Property** in transit.
- **United Kingdom:** England, Scotland, Wales, Northern Ireland, Isle of Man and the Channel Islands.
- **Valuables:** Jewellery, watches, clocks, articles of precious metal, medals, antiques and works of art.
- **Wheel Clamp:** A device that is specifically designed, marketed and sold to prevent a wheel being turned or removed.
- **Wilful/Deliberate:** A deliberate or planned action that **You** actively undertake that causes loss or damage.
- **You, Your, Policyholder:** The person whose name is shown in **Your Schedule** or any other person who is navigating or in charge of **Your Craft** with **Your** permission for whom **Your Insurers** provide cover.

# Section 1 – Your Insured Property

This section only applies to **Your Insured Property** which is shown in **Your Schedule** with a **Sum Insured**.

Subject to the terms and conditions contained within **Your Policy** and any **Endorsements** noted in **Your Schedule**, **Your Insurers** will insure **Your Insured Property** within the **Cruising Limits** and / or **Transit Area** for loss or damage caused by one or more of the following defined **Perils**:

Your Insurers will cover You for:	Your Insurers will not pay for:
<p>1.1 <b>Accident</b> and / or <b>Deliberate Act(s) of Others</b></p>	<p>▶ loss or damage caused by:</p> <p>1.1.1 <b>Gradual Deterioration</b> [this is a separate <b>Peril</b> under cover 1.3];</p> <p>1.1.2 <b>Faults</b> [this is a separate <b>Peril</b> under cover 1.2];</p> <p>1.1.3 theft or attempted theft; [this is a separate <b>Peril</b> under cover 1.4]</p> <p>1.1.4 moths, mildew, mould or dampness;</p> <p>1.1.5 osmosis;</p> <p>1.1.6 insects, marine borers, barnacles, marine growth, fungi or molluscs;</p> <p>1.1.7 discolouration and / or fading not caused by a sudden and unforeseen event;</p> <p>1.1.8 freezing to <b>Machinery</b> that has not been maintained in accordance with the manufacturers’ recommendations and / or has not been protected by the appropriate anti-freeze mixed and inserted in accordance with manufacturers’ specification;</p> <p>1.1.9 riot, or civil commotion outside the <b>United Kingdom</b>;</p> <p>1.1.10 scratching, denting or bruising while <b>Your Craft</b> is being transported;</p> <p>▶ loss of or damage to:</p> <p>1.1.11 or failure of electronic equipment caused solely by the breakdown, failure or derangement of a component part;</p> <p>1.1.12 sails split by the wind or blown away while hoisted or unfurled, unless the spars that they are attached to are damaged at the same time;</p> <p>1.1.13 masts, spars and their fittings, sails and standing or running rigging while <b>You</b> are <b>Racing Your Craft</b> unless <b>Endorsement 2</b> is shown in <b>Your Schedule</b>;</p> <p>1.1.14 <b>Your Craft</b>, whilst being transported unless <b>Endorsement 3 - Road Transit</b> is noted in <b>Your Schedule</b>;</p> <p>1.1.15 open and / or semi open <b>Craft</b> and / or any other <b>Insured Property</b> on or in the <b>Craft</b> caused by the gradual accumulation of rainwater or snow</p>

Your Insurers will cover You for:	Your Insurers will not pay for:
<p>(continued)</p> <p>1.1 Accident and / or Deliberate Act(s) of Others</p>	<p>▶ loss or damage caused by:</p> <p>1.1.16 or failure of <b>Machinery</b> arising from an <b>Accident</b>, except if caused by:</p> <ul style="list-style-type: none"> <li>i) accidental incursion of water into the hull, but not the engine alone; or</li> <li>ii) <b>Your Craft</b> being stranded, sunk, burnt or on fire; or</li> <li>iii) impact between <b>Your Craft</b> and any external substance including ice (but not water); or</li> <li>iv) the seawater intake being accidentally obstructed by an external substance including ice (but not water); or</li> <li>v) an <b>Accident</b> whilst removed from <b>Your Craft</b> and in a place of storage; or</li> <li>vi) an <b>Accident</b> occurring whilst the <b>Machinery</b> is being removed from or placed in <b>Your Craft</b> or from or into a place of storage</li> </ul> <p>▶ claims for:</p> <p>1.1.17 <b>Machinery</b> solely as a result of water ingress through its exhaust system;</p> <p>1.1.18 failure of <b>Machinery</b> caused solely by the breakdown, failure or derangement of a component part.</p> <p>▶ claims for <b>Machinery</b> where:</p> <p>1.1.18 You cannot provide written records in confirmation that <b>Your Machinery</b> has been serviced and maintained in accordance with the manufacturers' recommended schedule;</p>
<p>1.2 Damage caused by <b>Faults</b></p>	<p>1.2.1 the cost of repairing or replacing any part that is lost or damaged because it was <b>Faulty</b>;</p> <p>1.2.2 the cost of putting right any defects or defective work caused by somebody else's mistake or if they do not finish any repair work or alterations;</p> <p>1.2.3 loss or damage caused by <b>Faults</b> which <b>You</b> were aware of and / or which would have been discovered during normal maintenance of <b>Your Insured Property</b>;</p>
<p>1.3 Gradual Deterioration</p>	<p>1.3.1 loss or damage caused by <b>Gradual Deterioration</b> which could have been identified by routine inspection and / or prevented by servicing or maintenance or recommended replacement intervals, in accordance with engineers', surveyors' or manufacturers' advice;</p> <p>1.3.2 gradual discolouration and / or fading;</p>

Your Insurers will cover You for:	Your Insurers will not pay for:
<p>1.4 theft or attempted theft:</p>	<p>1.4.1 the theft or attempted theft of gear, equipment, <b>Personal Effects, Specified Equipment</b> or <b>Machinery</b> from <b>Your Craft</b> or from a locked storage place <b>Ashore</b> where:</p> <ul style="list-style-type: none"> <li>i) there are no visible signs of forcible and violent entry to or exit from <b>Your Craft</b>, a locked cabin or locker or locked storage place; or</li> <li>ii) the item was not securely fastened to <b>Your Craft</b> and the removal of this has not caused visible damage to <b>Your Craft</b>; or</li> <li>iii) the item has not been physically unscrewed from <b>Your Craft</b>, leaving its fixings, or evidence of its fixings, visibly in place; or</li> <li>iv) violence is not threatened or used against <b>You</b> or any other person associated with <b>Your Craft</b> or other <b>Insured Property</b>;</li> </ul> <p>1.4.2 the theft or attempted theft of <b>Your</b> outboard motors if they are stolen from <b>Your Craft</b>, and any resultant damage to <b>Your Craft</b> where the outboard motors were not securely fastened to <b>Your Craft</b> by an outboard motor lock as well as their normal fitting device. An outboard motor lock is a device specifically designed, marketed and sold as a secure method to prevent theft of <b>Your</b> outboard motors;</p> <p>1.4.3 the theft or attempted theft of <b>Your</b> outboard motors if they are stolen from <b>Your Craft</b> where the only method of security is a padlock and chain;</p> <p>1.4.4 the theft of <b>Your</b> outboard motor where the serial number and outboard details have not been prior provided to <b>Your Insurers</b>.</p> <p>1.4.5 the theft or attempted theft of <b>Your</b> road trailer and / or any <b>Insured Property</b> on <b>Your</b> trailer or any other trailer:</p> <ul style="list-style-type: none"> <li>i) when the trailer is unhitched from a towing vehicle; and</li> <li>ii) when the trailer is parked attached to a towing vehicle and left unattended or out of <b>Your</b> direct line of sight</li> </ul> <p>Except if the trailer is secured by a <b>Wheel Clamp</b></p>

1.5 **You** can also claim for:

1.5.1 Salvage, towage and assistance charges.

**Your Insurers** will pay the cost of saving **Your Craft** from a loss which **You** would be insured for under **Your Policy**.

1.5.2 Sighting costs.

**Your Insurers** will pay the cost of inspecting the underwater part of the hull of **Your Craft** after a stranding even if there is no damage, providing **Your Insurers** have agreed the costs in writing beforehand.

## Exclusions applying to Section 1 – Your Insured Property

The following exclusions apply to the whole of Section 1 – **Your Insured Property**:

**Your Insurers** will not pay for:

- 1.6 loss of value of **Your Insured Property** because of age and use;
- 1.7 loss of value of **Your Insured Property** after it has been repaired;
- 1.8 any previous damage that is not repaired or any unsettled theft claim, in the event of a **Total Loss**;
- 1.9 any personal expenses **You** pay because of loss of or damage to **Your Insured Property**. This includes but is not limited to:
  - i) travel and / or accommodation costs;
  - ii) payment for overseeing repairs;
  - iii) lost or unused fees for mooring and / or storage;
- 1.10 loss or damage from any **Peril** to any portable items including **Personal Effects** and **Specified Equipment** whilst on board **Your Craft** during the **Laid Up** period shown in **Your Schedule**;
- 1.11 loss, damage or theft of tenders, dinghies or ships boats that do not have the name of **Your Craft** or **Your** name or **Your** current postcode or **Your** sail number permanently shown on them;
- 1.12 loss or damage from any **Peril** to **Personal Effects** unless **Endorsement 1** is shown in **Your Schedule**;
- 1.13 loss or damage from any **Peril** to deeds, documents, stores, **Consumables**, moorings, fishing gear, diving equipment, wet suits, dry suits, tow ropes, water skis, wakeboards, kneeboards or similar equipment, plants, animals, sports equipment, pedal cycles, laptops, mobile phones, business equipment, **Valuables** or **Money**, unless they are noted separately by **Endorsement** or noted in **Your Schedule**;
- 1.14 loss or damage to **Your Insured Property** caused by a **Wilful or Deliberate** act by **You** or anyone living with **You** to destroy, damage or dispose of **Your Insured Property**;
- 1.15 brittle articles that are broken unless they are broken by thieves, burglars, fire stranding, sinking or as a result of a collision involving **Your Craft**;
- 1.16 loss or damage from any **Peril** if **You** are **Racing Your Craft** above the level of racing cover shown in **Your Schedule** against **Endorsement 2** (where stated).

## The amount Your Insurers will pay under Section 1.

- 1.17 If **Your Craft** is a **Total Loss** the most **Your Insurers** will pay is the **Market Value** of this item up to the **Sum Insured** shown in **Your Schedule** unless **Endorsement 15 (Agreed Value)** is shown in **Your Schedule**.
- 1.18 For a partial loss of **Your Insured Property** **Your Insurers** may elect to:
- i) pay for the cost of repairs; or
  - ii) pay for a replacement part and the costs connected with the replacement; or
  - iii) make a cash payment based on the cost of an equivalent replacement.
- 1.19 For salvage, towage and assistance charges **Your Insurers** will pay expenses necessarily incurred.
- 1.20 For sighting costs **Your Insurers** will pay the costs incurred provided **Your Insurers** have agreed them in writing beforehand.
- 1.21 **Your Insurers** will not reduce the amount paid to **You** in respect of **Your** claim if they replace old materials with new because of the age and condition of the item concerned, except for:
- i) sails;
  - ii) protective covers and canopies;
  - iii) running and standing rigging;
  - iv) batteries;
  - v) **Specified Equipment**;
  - vi) **Personal Effects**
- 1.22 **Your Insurers** may deduct up to 50% of the cost in respect of:
- i) repainting, altering or replacing parts of **Your Insured Property** that are undamaged but that are repainted, altered or replaced in order to match parts that are stolen, lost or damaged as a result of an insured **Peril** covered under **Your Policy** where the theft, loss or damage is restricted to a clearly identifiable area or specific part of **Your Insured Property**; and
  - ii) any item that is replaced after being rendered obsolete or no longer legally compliant by theft, loss and / or damage to another item as a result of an incident that is covered under **Your Policy**;
- 1.23 In the event of theft, loss or damage to outboard motors **Your Insurers** will pay the current new replacement price less a deduction of 10% per year for age, wear and tear up to a maximum deduction of 50% providing that this figure is not more than the **Sum Insured** shown in **Your Schedule** against the outboard motor;
- 1.24 **Your Insurers** will not pay more than the **Sum Insured** shown in **Your Schedule** against each item unless the payment is for salvage towage and assistance charges or sighting costs.
- 1.25 **You** are responsible for the **Excess** shown in **Your Schedule** for all claims under Section 1 and **Your Insurers** will deduct this amount from any settlement.

# Section 2 - Liability to Third Parties and Passengers

This section only applies if noted in Your Schedule.

Subject to the terms and conditions contained within Your Policy and any Endorsements noted in Your Schedule Your Insurers will insure You within the Cruising Limits and / or Transit Area.

Your Insurers will cover You for:	Your Insurers will not pay for:
<p>2.1 all sums (not exceeding the sums stated in <b>Your Schedule</b>) that <b>You</b> legally have to pay as a result of owning or having an insurable interest in <b>Your Craft</b> noted in <b>Your Schedule</b>, including any legal liability arising when <b>Your Craft</b> is being used, navigated or in the custody or control of anyone else with <b>Your</b> permission, resulting in:</p> <ul style="list-style-type: none"> <li>i) the death of, or injury to, any other person, or any other person insured by this <b>Policy</b>, including anyone getting on or off or travelling on <b>Your Craft</b>;</li> <li>ii) damage to any other property;</li> <li>iii) the raising or attempted raising, removing or destroying of the wreck of <b>Your Craft</b>;</li> <li>iv) pollution caused by <b>Your Craft</b> as a result of loss or damage that <b>Your Insurers</b> insure;</li> </ul> <p>As long as <b>Your Insurers</b> have agreed in writing beforehand <b>Your Insurers</b> will also pay for:</p> <ul style="list-style-type: none"> <li>v) <b>Your</b> legal costs in settling or defending a claim;</li> <li>vi) solicitor's fees and other expenses relating to official enquiries or coroner's inquests</li> </ul>	<p>2.1.1 anyone <b>You</b> employ in connection with the operation of <b>Your Craft</b>;</p> <p>2.1.2 fare-paying passengers;</p> <p>2.1.3 water skiers or persons engaged in any similar activity being towed by <b>Your Craft</b>, until they are safely back on board <b>Your Craft</b> unless <b>Endorsement 5</b> is shown in <b>Your Schedule</b>;</p> <p>2.1.4 parascenders or participants in any other activity which takes place in the air operating with <b>Your Craft</b> until they are safely back on board <b>Your Craft</b>;</p> <p>2.1.5 divers operating from <b>Your Craft</b> until they are safely back on board <b>Your Craft</b>;</p> <p>2.1.6 any liability occurring whilst <b>Your Craft</b> or any other <b>Insured Property</b> is in transit by or attached to a mechanically propelled road vehicle or any liability relating to any trailer which <b>Your Insurers</b> insure except when it is deliberately uncoupled from the towing vehicle;</p> <p>2.1.7 any liability occurring whilst <b>Your Craft</b> or any other <b>Insured Property</b> is in transit by rail, air, ferry or sea;</p> <p>2.1.8 liability of any sort which comes under the Employers Liability Act 1969 or any other law relating to workmen;</p> <p>2.1.9 any liability caused or contributed to by <b>Your Wilful</b> misconduct;</p> <p>2.1.10 any liability incurred whilst <b>Your Craft</b> is being used by or is in the custody or control of:</p> <ul style="list-style-type: none"> <li>i. shipyard operators or their employees;</li> <li>ii. repair yard operators or their employees;</li> <li>iii. slipway operators or their employees;</li> <li>iv. yacht club operators or their employees;</li> <li>v. marina operators or their employees;</li> <li>vi. delivery skippers or their employees or crew;</li> <li>vii. sales agencies or their employees; or</li> <li>viii. any other similar organisations</li> </ul>

## 2.2 The amount Your Insurers will pay under Section 2.

2.2.1 The most **Your Insurers** will pay under this section is the amount shown in **Your Schedule** under the Third Party Liability limit. This applies to each incident or series of incidents that are caused by the same event.

2.2.2 **You** are responsible for the **Excess** shown in **Your Schedule** for all claims under Section 2 and **Your Insurers** will deduct this amount from any settlement.

# Section 3 – General Policy Exclusions

The following exclusions apply to the whole of Your Policy. You are not covered for:

- 3.1 **Terrorism**  
any loss, damage, liability, cost or expenses of whatsoever nature directly or indirectly caused or caused by or happening through or in connection with any act of **Terrorism**;
- 3.2 **Radioactive contamination**  
any loss of or damage to **Your Insured Property** or additional expense following on from the event for which **You** are claiming or any legal liability directly or indirectly caused by or contributed to or arising from:
- 3.2.1 ionising radiations or contamination by radioactivity from any irradiated fuel or from any nuclear waste from the combustion of nuclear fuel; or
- 3.2.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component;
- 3.3 **Sonic bangs**  
loss or damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
- 3.4 **War risks**  
any theft, loss, damage or liability caused by or happening through war, invasion, acts of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- 3.5 **Riots and civil commotion**  
any loss, damage or liability caused by or happening through riot or civil commotion outside the **United Kingdom**;
- 3.6 any punitive or exemplary damages and criminal prosecution or defence costs. In addition:
- 3.7 **Non-standard use of Your Craft**  
Unless it is noted in **Your Schedule** or amended by **Endorsement You** are not insured if **You** use **Your Craft**:
- 3.7.1 for hire or charter;
- 3.7.2 for anything except **Your** own private pleasure;
- 3.7.3 as a **Houseboat**;
- 3.7.4 outside the **Cruising Limits** shown in **Your Schedule** (however **You** may travel outside of **Your Cruising Limits** if **You** are forced to by the weather, any form of danger or an order of Government or legal authority);
- 3.7.5 single handed for more than 18 hours in any 24 hour period unless **Endorsement 16** is shown in **Your Schedule**;
- 3.7.6 single handed if **Your Craft** is more than 10 meters in length unless **Endorsement 17** is shown in **Your Schedule**;
- 3.7.7 for **In Commission** use during the **Laid Up** period shown in **Your Schedule**;
- 3.8 **Chemical, biological, bio-chemical, electromagnetic weapon or Cyber Attack**  
in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to, by, or arising :
- 3.8.1 any chemical, biological, bio chemical or electromagnetic weapon
- 3.8.2 from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- 3.9 **Sanction Limitation and Exclusion**  
**Your Insurers** shall not be deemed to provide any cover and shall not be liable to pay any claim or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Your Insurers** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.
- 3.10 **Coronavirus Exclusion**  
**Your Policy** does cover any claim in any way caused by or resulting from:
- a) Coronavirus disease (COVID-19);
- b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- c) any mutation or variation of SARS-CoV-2;
- d) any fear or threat of a), b) or c) above.



# Section 4 – General Policy Conditions

**You** must comply with the following conditions to have the full protection of **Your Policy**. If **You** do not comply with them **Your Insurers** may cancel **Your Policy** or refuse to handle **Your** claim or reduce the amount of any claim payment.

## 4.1 Speed of Your Craft

It is condition of **Your Policy** that you must declare to **Traffords** if the maximum designed speed of:

- 4.1.1 **Your Craft**; or
- 4.1.2 the parent **Craft** in the case of a **Craft** with boat(s); or
- 4.1.3 the tender or **Craft's** boat(s)  
is capable of exceeding 17 knots under power..

Where this has been declared by **You** to **Your Insurers**, **Your Schedule** will acknowledge this by stating **Endorsement 4** applies.

## 4.2 Your duty of care

4.2.1 Information **Traffords** and **Your Insurers** need to know.

**You** must take reasonable care to provide complete and accurate answers to the questions **Traffords** or **Your Insurers** ask when **You** take out, make changes to or renew **Your Policy**. **Your Policy** may not be valid or may not cover **You** fully if the information provided by **You** is not complete and accurate or if **You** do not tell **Traffords** or **Your Insurers** about any changes.

**You** must let **Traffords** or **Your Insurers** know if there are any changes to the information set out in **Your Schedule**. **You** must also tell **Traffords** or **Your Insurers** within fourteen days in the event of any of the following:

- i) Any additional people to be insured or any insured person to be taken off the **Policy**;
- ii) Any criminal convictions for any of the people insured or to be insured;
- iii) Any change in **Your Craft's** mooring or storage location;
- iv) Any change to **Your Craft's** original specification;
- v) Any modifications to **Your Craft**;
- vi) Any change affecting ownership of **Your Craft**;
- vii) Any change in the way that **Your Craft** is used (to include any change from private and pleasure use to charter use).
- viii) **You** have received a professional valuation of **Your Craft** which differs from the **Sum Insured** shown in **Your Schedule**;
- ix) **You** have offered or advertised **Your Craft** for sale at a different value to the **Sum Insured** shown in **Your Schedule**.

Items viii) and ix) only apply if **Endorsement 15** (Agreed Value) is shown in **Your Schedule**.

If **You** do not take reasonable care at the outset and during the **Period of Insurance** to provide accurate information, including written records and / or copies of any letters, reports and / or valuations, **Your Insurers** may:

- a) cancel **Your Policy** and refuse to pay any claim; or
- b) pay only part of **Your** claim; or
- c) charge **You** a revised **Premium**; or
- d) change the **Policy Excess**; or
- e) change the extent of the cover provided by **Your Policy**

4.2.2 **Your Insurers** will only provide the insurance described in **Your Policy** if anyone claiming under **Your Policy** has met all the relevant conditions. These are:

- i) **You** must take all necessary steps to maintain and keep **Your Craft** and all its gear and equipment **Seaworthy** and in a proper state of repair;
- ii) **You** must take all necessary steps to protect **Your Insured Property** from theft, loss or damage;
- iii) following the immersion or partial immersion of **Your Craft's Machinery** immediate action must be taken to flush out and wash off the **Machinery** with an appropriate material or treatment to prevent further damage occurring;
- iv) in the event of an incident likely to give rise to a claim under **Your Policy** **You** must take all necessary actions to minimise and prevent further theft, loss or damage;
- v) **You** must ensure that **Your Craft** is compliant with applicable Maritime and Coastguard Agency regulations and any other local regulation and licencing conditions when on charter;
- vi) **You** must ensure that the number of passengers on board **Your Craft** is restricted to the Maritime and Coastguard Agency coding and other local regulation and licencing conditions;
- vii) **You** must ensure that the skipper of **Your Craft** is suitably qualified in accordance with all applicable regulations;
- viii) when **You** are towing **Your Craft** **You** must ensure that **You** comply with all applicable laws and regulations.
- ix) **You** must maintain in an efficient working order any **Engine Cut Out Device** fitted to **Your Craft** and use it correctly at all times whilst **Your Craft** is underway.

#### 4.3 **Fraudulent claims**

**You** must not act in a fraudulent manner.

If **You** or anyone acting for **You**:

- 4.3.1 make a claim under the **Policy** knowing the claim to be false or fraudulently exaggerated in any respect; or
- 4.3.2 make a statement in support of a claim knowing the statement to be false in any respect; or
- 4.3.3 submit a document in support of a claim knowing the document to be forged or false in any respect; or
- 4.3.4 make a claim in any respect of any theft, loss or damage caused by **Your Wilful** act or with **Your** connivance;
- 4.3.5 **Your Insurer** shall not pay the claim;
- 4.3.6 **Your Insurer** may declare the **Policy** void and retain the **Premium**;
- 4.3.7 **Your Insurer** may inform the police

4.4 If **You** make any claim under this **Policy** and there is another insurance policy that insures the same loss **Your Insurers** will only pay their share of the claim.

#### 4.5 **Choice of Law**

The parties are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance shall be governed by the laws of England and subject to the exclusive jurisdiction of the courts of England and Wales.

#### 4.6 **Cancellation**

##### 4.6.1 **Statutory cancellation rights / Cooling off period.**

**You** may cancel this **Policy** within 14 days from the date **You** bought it or the date **You** received **Your Policy** documents (whichever is the later) by contacting **Traffords** in writing during this period. Provided there have been no claims made by **You**, **Your Premium** will be returned with a deduction made for the pro rata proportion of the **Premium** for the period of cover and an administration fee charged by **Traffords** as stated in the **Traffords'** current fee structure provided to **You** before **You** purchased **Your** policy.

#### 4.6.2 Cancellation by You outside the statutory period.

**You** may cancel this **Policy** at any time by providing prior notice to **Traffords**. It is not possible to backdate the cancellation of **Your Policy** and the earliest it can be cancelled is the receipt of **You** written or emailed instructions. Providing **You** have not incurred eligible claims during the period **You** have been on cover the amount of premium **Your Insurer** will return to **You** will be calculated in accordance with the Cancellation Scale below

#### CANCELLATION SCALE

Time on Risk	Percentage Retained by <b>Your Insurer</b>	Percentage Returned to <b>You</b>	In addition to this scale <b>Traffords</b> will retain their commission and make an administration charge as detailed in the <b>Traffords Terms of Business</b> document that was provided to <b>You</b> at the outset.
Up to 1 Month	20%	80%	
Up to 2 Months	30%	70%	
Up to 3 Months	40%	60%	
Up to 4 Months	50%	50%	
Up to 5 Months	60%	40%	
Up to 6 Months	70%	30%	
Up to 7 Months	75%	25%	
Up to 8 Months	80%	20%	
Up to 9 Months	85%	15%	
Over 9 Months	100%	Nil	

If **You** cancel **Your Policy** and **You** have made a claim or **You** have notified **Your Insurer** **You** may make a claim during the current **Period of Insurance** **Your Insurer** will not refund any **Premium**

**Your Policy** is subject to cancelling returns only and no refund of **Premium** or credit will be allowed for any decrease or reduction in cover or sums insured.

#### 4.6.3 Cancellation by Your Insurer

**Your Insurer** reserves the right to cancel **Your Policy** where there is a valid reason for doing so by providing 14 days' notice by registered post to **You** last known address. The reason for cancellation will be set out in **Your Insurer** letter to **You**. Valid reasons may include but are not limited to:

- 4.6.3.1 where **You** sell **Your Craft** or transfer it to new ownership or if a company owns **Your Craft** and there is a change in the controlling interest of the company. **Your Insurer** will not recognise any interest or transfer of interest or assignment of this **Policy**;
- 4.6.3.2 where **Your Insurer** or **Traffords** have been unable to collect a **Premium** payment. In this case **Your Insurer** or **Traffords** or they will contact **You** in writing requesting payment by a specific date. If **Your Insurer** or **Traffords** or they do not receive the payment by this date a cancellation letter will be issued. **Your Policy** will be cancelled if payment is not received by the end of the cancellation notice period;
- 4.6.3.3 non-receipt of requested documentation / information such as claim documentation / information. In this case **Your Insurer** or **Traffords** will ask **You** to provide the documentation by a specified date. If **Your Insurer** or **Traffords** do not receive the information by this date **Your Insurer** or **Traffords** will issue a cancellation letter. **Your Policy** will be cancelled if the requested documentation is not received by the end of the cancellation notice period;
- 4.6.3.4 where there is a failure by **You** to take care of **Your Insured Property** and keep it in a **Seaworthy** condition as per the General Policy Conditions of **Your Policy**;
- 4.6.3.5 where **You** have deliberately or recklessly misrepresented any information **You** have supplied or withheld any information which **Your Insurer** or **Traffords** have asked for;
- 4.6.3.6 where **Your Insurer** or **Traffords** reasonably suspect or have evidence of criminal or fraudulent activity;
- 4.6.3.7 **You** use of threatening or abusive behaviour or language or the intimidation or bullying of **Traffords** or **Your Insurer**'s staff or service providers.

Providing **You** have not incurred eligible claims during the period **You** have been on cover **Your Insurer** will retain an amount of the **Premium** in proportion to the time **You** have been on cover and return the balance to **You**. This refund is calculated on a daily pro rata basis.

# Section 5 – Claims Condition

If You have an Accident or loss You might want to claim for under Your Policy You must contact the Marine Claims Team for instructions at:

**Address:** Suite 26 Alum House, Discovery Court, 551-553 Wallisdown Road, Poole, Dorset, BH12 5AG  
**Tel:** (UK) +44 808 196 2407 intl: +44 1202 612232  
**Email:** marinecraftclaims@macmarineclaims.com

## What You should or should not do:

5.1 If You are asked for Your insurance details in respect of injury to another person You must advise that You are insured with **Traffords**.

5.2 In the event of an accident, loss or occurrence that You believe shall give rise to a claim under Your Policy You must:

5.2.1 advise the Marine Claims Team immediately or as soon as practically possible. Failure to advise a claim or incident promptly may prejudice Your cover.

5.2.2 upon receipt, send all third party claims letters, summonses or legal documents to the Marine Claims Team as soon as practically possible. You must not reply to any of these documents;

5.2.3 tell the Marine Claims Team about any claim or potential claim arising from riot or civil commotion within the **United Kingdom** within 48 hours of occurrence;

5.2.4 tell the police about any theft, attempted theft, vandalism, malicious damage or loss of **Your Insured Property**;

In addition:

5.3 You must not admit responsibility for any incident or pay or negotiate any claim unless Your Insurers have given You written permission;

5.4 You must allow Your Insurers to take over the defence or settlement of any claim if Your Insurers so instruct You;

5.5 Your Insurers may wish to take legal action to recover any payments made under Your Policy. Your Insurers shall request that any such action shall be made in Your name.

5.6 In order to support Your claim, Your Insurers may ask you to supply estimates for any planned repairs. Your Insurers reserve the right to decide where repairs may be undertaken, however the Marine Claims Team will discuss this with you prior to commencement of any work(s).

# Section 6 – Complaints Procedure

## Customer Service and Complaints

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

If **You** do wish to make a complaint about the services provided to **You** please refer to the below.

If <b>Your</b> complaint refers to the handling of a claim, the way this <b>Policy</b> was sold to <b>You</b> or the way the <b>Policy</b> is administered, please contact:	Traffords Limited 7 Doolittle Yard Froghall Road Amphill Bedford MK45 2NW  Tel: 01525 717185 Email: <a href="mailto:info@traffords-insurance.co.uk">info@traffords-insurance.co.uk</a>
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If **Traffords** cannot resolve **Your** complaint immediately **Traffords** will write to **You** within three days. **Traffords** will let **You** know the name and contact details of the person or team dealing with **Your** complaint. **We** will try to resolve the problem and give **You** an answer within four weeks. If it will take longer than four weeks **Traffords** will tell **You** when **You** can expect a response.

If **Traffords** have not resolved the situation within eight weeks or **You** remain dissatisfied after **Traffords** have investigated **Your** complaint, **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service (FOS).

### The Financial Ombudsman Service

The FOS is an independent service in the UK which offers a free, independent complaint resolution service between consumers and businesses providing financial services. Details of who is eligible to refer a complaint to the FOS can be found on their website using the details below.

If **You** have the right to refer **Your** complaint to the Financial Ombudsman, **You** must do so within six months of the date of the final response letter. If **You** do not refer **Your** complaint in time, the Ombudsman will not have our permission to consider **Your** complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The contact details for the FOS are:

<b>The Financial Ombudsman Service</b> Exchange Tower London E14 9SR	Website: <a href="http://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a> Telephone: 0800 0234567 or 0300 1239123 Email: <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a>
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Using our complaints procedure or contacting the FOS does not affect **Your** legal rights.

If **You** purchased **Your Policy** online, please note that **You** can submit **Your** complaint via the Online Dispute Resolution (ODR) Platform set up by the European Commission. This service has been set up to help residents in the European Union (EU) who have bought goods or services online. **You** can access the ODR Platform by visiting <https://ec.europa.eu/consumers/odr/>. **Your** complaint will then be redirected to the FOS.

# Section 7 – Endorsements

These Endorsements only apply when they are shown in Your Schedule

## Endorsement 1 – Personal effects

- 1.1 **Your Insurers** will insure **Your Personal Effects** (including those belonging to members of **Your** family that are living with **You** all the time) and crew's clothes provided by **You** while on board or in use in connection with the **Craft** against theft, loss or damage.
- 1.2 **Your Insurers** will only insure **Your Personal Effects**, and those of **Your** family, while **You** or **Your** family are taking them from **Your** home, place of storage or business address to **Your Craft** or back again and while they are on board **Your Craft**.
- 1.3 The most **Your Insurers** will pay is the amount shown in **Your Schedule** against the **Personal Effects Sum Insured**.
- 1.4 The most **Your Insurers** will pay for any single item is £250 unless the item is specified in **Your Schedule** with a **Sum Insured** shown
- 1.5 **Your Insurers** will not pay claims for or caused by:
  - 1.5.1 moths, vermin, damp, mould, mildew, mechanical or electrical breakdown or failure, electronic or computer breakdown or failure, wear and tear or gradual deterioration;
  - 1.5.2 loss of value because of age or use;
  - 1.5.3 **Money**, furs, jewellery, telephones and watches;
  - 1.5.4 wetsuits, dry suits, buoyancy aids, tow ropes, water skis, wakeboards, kneeboards, or sports equipment of any kind whilst being used;
  - 1.5.5 **Personal Effects** whilst on board **Your Craft** during the **Laid Up** period shown in **Your Schedule**;
  - 1.5.6 breakage of articles of a brittle nature, unless caused by **Your Craft** being stranded, sunk, burnt, on fire or in collision, or by stress of weather, burglars or thieves
  - 1.5.7 the theft or attempted theft of **Your Personal Effects** whilst being transported within a road vehicle and left unattended unless:
    - 1.5.7.1 the road vehicle is fully enclosed and left fully closed and locked; and
    - 1.5.7.2 **Your Personal Effects** are concealed out of sight and / or contained in the boot of the road vehicle; and
    - 1.5.7.3 there are visible signs of forcible and violent entry to or exit from the road vehicle.
- 1.6 **Your Insurers** will deduct the **Policy Excess** shown in **Your Schedule** from your claim.
- 1.7 This **Endorsement** is subject to the condition of average, that is to say, if **Your Personal Effects** covered shall at the time of any loss be of greater value than the amount shown in **Your Schedule** against the **Personal Effects Sum Insured** **You** shall only be entitled to recover such proportion of the said loss as the **Personal Effects Sum Insured** bears to the total value of the **Personal Effects**

## Endorsement 2 – Racing Risks

- 2.1 **Your Insurers** will insure loss of or damage to masts, spars and fittings, sails and standing or running rigging while **You** are **Racing Your Craft** for the type of **Racing** stated in **Your Schedule**.
- 2.2 The most **Your Insurers** will pay is the amount of these items as specified in **Your Schedule**. A deduction of one third will apply to these claims prior to the application of **Your Policy Excess**.
- 2.3 **Your Insurers** will also reimburse any prepaid unexpired race or regatta entry fees that are not refundable following loss or damage to **Your Craft**. The most **Your Insurers** will pay in respect of this is £1,000 during any one **Period of Insurance**.
- 2.4 The **Sum Insured** in **Your Schedule** relating to this extension should be the full replacement cost of all sails carried, whether set or not, masts, spars, standing and running rigging. In the event of under insurance, **Your** claim shall be proportionately reduced.

### Endorsement 3 – Road Transit

- 3.1 **Your Insurers** will cover loss of or damage to **Your Insured Property** whilst being transported in the **Transit Area** ;
- 3.2 **Your Insurers** will not pay for **Your Insured Property** whilst in transit that is not:
- 3.2.1 carried on a trailer fit for the purpose and towed by a suitable vehicle; or
  - 3.2.2 fitted in a purpose built cradle and carried by a professional haulier;
- 3.3 **Your Insurers** will not pay for damage to **Your Craft** whilst in transit or being towed if **You** have not complied with all applicable laws and regulations relating to the form of towing / transit used;
- 3.4 **Your Insurers** will not pay for:
- 3.4.1 scratching, bruising and/or denting arising during transit covered by **Endorsement** and the cost of consequent repainting or revarnishing
  - 3.4.2 liability to third parties arising from any accident while **Your Craft** is being towed by or is attached to a motor vehicle or has broken away or become accidentally detached from a motor vehicle
  - 3.4.3 any loss or damage to **Your Craft** during any period when it is left unattended on a trailer, unless the trailer is fitted with a **Wheel Clamp**
- 3.5 Where **You** own a trailer and a separate **Sum Insured** for the trailer is stated in **Your Schedule**, **Your Insurers** will not pay for of loss of or damage to **Your** trailer:
- 3.5.1 during any period where it has been left unattended unless fitted with a **Wheel Clamp**
  - 3.5.2 during any period when it is being used other than in connection with **Your Craft**
  - 3.5.3 due to mechanical or electrical derangement, application of brakes or road shocks, or damage to the tyres by punctures, bursts or application of brakes

### Endorsement 4 – Speedboat Clause

- 4.1 In accordance with General Condition 4.1, **Your Insurers** have noted that the maximum designed speed of **Your Craft** under power can exceed 17 Knots
- 4.2 It is a condition of this insurance that when the **Craft** concerned is under way, **You** or another competent person(s) shall be on board and in control of **Your Craft**.
- 4.3 **Your Insurers** will not pay any claim for:
- 4.3.1 loss, damage, liability or any salvage services while **Your Craft** is **Racing** or taking part in speed tests or trials;
  - 4.3.2 loss or damage to turbojet **Speedboats** unless they are taken out of the water in the normal way and not run **Ashore** under their own power;
  - 4.3.3 loss, damage, liability or any salvage services caused by or arising from fire or explosion if **Your Craft** is fitted with inboard **Machinery** unless **Your Craft** is fitted with:
    - 4.3.3.1 a remote controlled (the controls must be operated from the steering position) or automatic **Fire Extinguishing System** in the engine compartment and if possible the tank space; and
    - 4.3.3.2 manually operated **Fire Extinguishers** and a fire blanket in the galley area
  - 4.3.4 loss, damage, liability or any salvage services caused by or arising from **Your Craft** being stranded, sunk, swamped, immersed or breaking adrift, whilst left moored or anchored unattended off an exposed beach or shore.
  - 4.3.5 No claim shall be allowed in respect of **Machinery** and connections, electrical equipment and batteries and connections (including the rudder, strut, shaft and propeller) where the loss or damage has been caused by:
    - 4.3.5.1 contact other than with another vessel pier or jetty.
    - 4.3.5.2 water, unless following immersion of the **Craft** as a result of an insured **Peril**.



## **Endorsement 5 – Waterskiers Extension**

- 5.1 **Your Insurers** agree to extend **Your Policy** to insure the cost of **Your** legal liabilities to and of anyone being towed on water skis, mono-skis, kneeboards or similar equipment behind **Your Craft**.
- 5.2 The most **Your Insurers** will pay is the amount shown next to this **Endorsement** number in **Your Schedule**.
- 5.3 Cover is excluded for any liability, costs or expenses arising from a claim where more than two people are being towed at any one time and / or from the use of air chairs, air beds, any hydrofoil type devices, bananas or similar multi person devices.

## **Endorsement 6 – Locking Condition**

It is condition of **Your Policy** that **Your Craft** is kept **Ashore** in locked and secure premises at all times when not **In Use**.

## **Endorsement 7 – No Mooring Condition**

It is condition of **Your Policy** that **Your Craft** is not left unmanned afloat at any time.

## **Endorsement 8 – Machinery Damage Extension**

Despite the exclusion in **Endorsement 4 - Speedboat Clause** relating to motor connections, electrical equipment and batteries and connections (including the rudder, strut, shaft and propeller) **Your Policy** is extended to cover these items where the loss or damage has been caused by contact with any external substance (ice included) other than water.

Nothing in this **Endorsement** shall override the exclusions in Section 1 of **Your Policy**.

## **Endorsement 9 – Exposed Beach or Shore Extension**

Despite the exclusion in **Endorsement 4 - Speedboat Clause** **Your Policy** is extended to cover **Your Craft** being left moored or anchored unattended off an exposed beach or shore.

## **Endorsement 10 – Ashore When Not In Use**

- 10.1 **You** must take **Your Craft Ashore** at all times:
  - 10.1.1 when it has nobody on board; and
  - 10.1.2 between sunset and sunrise;
- 10.2 **You** may leave **Your Craft** moored whilst unattended between sunrise and sunset providing this is for a maximum of three hours at any one time and **Your Craft** is on a suitable mooring.

## **Endorsement 11 – Use of Craft**

- 11.1 **Your Policy** is extended to cover the additional uses described in **Your Schedule**.
- 11.2 It is condition of **Your Policy** that if Skipper Charter is shown on **Your Schedule** that either **You** or **Your** skipper are on board and in charge at all times whilst **Your Craft** is underway.
- 11.3 It is condition of **Your Policy** that if Bareboat Charter is shown on **Your Schedule** that Positive Identification checks are made on all Charterers. This must include taking copies of their Passports or Photo driving licences.
- 11.4 The cover under this **Endorsement** is subject to all necessary and relevant licences and certificates being in force prior to and during any charter. If such licenses and certificates are not in force then all cover under **Your Policy** will be inoperative.



## **Endorsement 12 – Instructors Liability Exclusion**

**Your Insurers** will not insure **You** or any Instructor under Section 2 of **Your Policy** in respect of loss of life bodily injury or illness directly or indirectly arising out of or in connection with any error or omission in instruction advice or supervision or any breach of professional duty by **You** or any Instructor.

## **Endorsement 13 – Security Condition**

It is condition of **Your Policy** that **Your Craft** and trailer are effectively immobilised by at least two independent methods which must consist of at least a **Wheel Clamp** and a **Hitchlock** at all times when left unattended.

When **Your Craft** is kept at **Your** usual place of residence the removal of wheels is acceptable in place of a **Wheel Clamp**.

## **Endorsement 14 – Locked Building Condition**

It is condition of **Your Policy** that **Your Craft** is kept in a locked and secured building at all times when not **In Use**.

## **Endorsement 15 – Agreed Value**

Section 1 – **Your Insured Property** clause 1.17 is deleted and replaced by the following :

- 1.17 If **Your Craft** is a **Total Loss**:
- i) **Your Insurers** will pay the lower of:
    - the **Sum Insured** noted in **Your Schedule**; or
    - the most recent value of **Your Craft** contained in professional valuation from an independent qualified Marine Surveyor or qualified Yacht Broker; or;
    - the advertised price or agreed sale price if **Your Craft** has been offered or advertised for sale, publicly or privately, or has been or is subject to a purchase agreement, within the twelve months prior to being declared a **Total Loss**;  
or
  - ii) **Your Insurers** will provide **You** with a replacement craft, trailer, tender or dinghy as similar in age, type and condition as possible to the item which is the subject of the claim.

## **Endorsement 16 – Time Restriction on Single Handed Sailing Removed**

General Exclusion 3.7.5 of **Your Policy** is deleted

## **Endorsement 17 – Length Restriction on Single Handed Sailing Removed**

General Exclusion 3.7.6 of **Your Policy** is deleted