

Dinghy

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

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

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

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

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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 5 - 6. **Your Insurers** have also provided guidance on what to do and what not to do in the event of a claim in section 5.

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.



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

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 15.

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, Ampthill, 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

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). 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.
- **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.
- **Craft:** The dinghy 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 and trailers noted in **Your Schedule**.
- **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 Craft**.
- **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.
- **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.
- **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**
- **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**.
- **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**.
- **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
- **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**;
 - 5) the Unique Market Reference Number that details to Lloyd's which syndicate(s) are **Your Insurer**;
 - 6) any **Endorsements** applying;
 - 7) the **Excess**; and
 - 8) the statement of price [This list is not exhaustive]
- **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.
- **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
- **United Kingdom:** England, Scotland, Wales, Northern Ireland, Isle of Man and the Channel Islands.
- **Wheel Clamp:** A device that is specifically designed, marketed and sold to prevent a wheel being turned or removed.
- **Wilful/Deliberate(ly):** 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 – Loss of or Damage to the Craft

This section only applies to **Your Craft** 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**, **Insurers** will insure **Your Craft** whilst it is ashore or in transit or afloat on inland and **Coastal Waters** of the **United Kingdom**, and for up to 30 days in any **Period of Insurance** whilst in **Europe** for loss or damage caused by one or more of the following defined **Perils**:

Insurers will cover You for:	Insurers will not pay for:
<p>1.1 Accident and / or Deliberate Act(s) of Others</p>	<p>loss or damage caused by:</p> <ul style="list-style-type: none"> 1.1.1 Gradual Deterioration [this is a separate Peril under cover 1.3]; 1.1.2 Faults [this is a separate Peril under cover 1.2]; 1.1.3 theft or attempted theft; [this is a separate Peril under cover 1.4] 1.1.4 moths, mildew, mould or dampness; 1.1.5 osmosis; 1.1.6 insects, marine borers, barnacles, marine growth, fungi or molluscs; 1.1.7 discolouration and / or fading not caused by a sudden and unforeseen event; 1.1.8 freezing to Machinery 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; 1.1.9 scratching, denting or bruising while Your Craft is being transported; 1.1.10 the gradual accumulation of rainwater or snow; <p>loss of or damage to:</p> <ul style="list-style-type: none"> 1.1.11 or failure of electronic equipment caused solely by the breakdown, failure or derangement of a component part; 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; 1.1.13 protective covers split by the wind 1.1.14 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; 1.1.15 Mechanical breakdown of outboard motors. 1.1.16 the trailer due to mechanical or electrical derangement, application of brakes or road shocks, or damage to the tyres by punctures, bursts, or application of brakes.
<p>1.2 Faults</p>	<ul style="list-style-type: none"> 1.2.1 the cost of repairing or replacing any part that is lost or damaged because it was Faulty; 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; 1.2.3 loss or damage caused by Faults which You were aware of and / or which would have been discovered during normal maintenance of Your Craft;
<p>1.3 Gradual Deterioration</p>	<ul style="list-style-type: none"> 1.3.1 loss or damage caused by Gradual Deterioration 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; 1.3.2 gradual discolouration and / or fading;

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 secured gear and equipment, from Your Craft where:</p> <ul style="list-style-type: none"> i) there are no visible signs of forcible and violent entry to or exit from the locked storage place; or ii) the item was not securely fastened to Your Craft and the removal of this has not caused visible damage to Your Craft; or iii) the item has not been physically unscrewed from Your Craft, leaving its fixings, or evidence of its fixings, visibly in place; or iv) violence is not threatened or used against You or any other person associated with Your Craft or other Insured Property; <p>1.4.2 theft of unsecured gear, fittings or equipment unless stolen with the Craft or from a locked and secured building or motor vehicle</p> <p>1.4.3 the theft or attempted theft of Your outboard motors if they are stolen from Your Craft, and any resultant damage to Your Craft where the outboard motors were not securely fastened to Your Craft 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 Your outboard motors;</p> <p>1.4.4 the theft or attempted theft of Your outboard motors if they are stolen from Your Craft where the only method of security is a padlock and chain;</p> <p>1.4.4 the theft of Your outboard motor where the serial number and outboard details have not been prior provided to Your Insurers.</p> <p>1.4.5 the theft or attempted theft of Your road trailer and / or Craft on Your trailer or any other trailer:</p> <ul style="list-style-type: none"> i) when the trailer is unhitched from a towing vehicle; and ii) when the trailer is parked attached to a towing vehicle and left unattended or out of Your direct line of sight <p>Except if the trailer is secured by a Wheel Clamp or Hitchlock</p>

1.5 **You** can also claim for:

1.5.1 Salvage, towage and assistance charges.

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.

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 **Insurers** have agreed the costs in writing beforehand.

Racing Risk Extension Clause

1.6 **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**.

1.7 A deduction of one third will apply to these claims payable under Clause 1.23 prior to the application of **Your Policy Excess**.

Exclusions applying to the whole of Section 1 – Loss of or Damage to the Craft

Insurers will not pay for

- 1.8 loss of value of **Your Craft** because of age and use;
- 1.9 loss of value of **Your Craft** after it has been repaired;
- 1.10 any previous damage that is not repaired or any unsettled theft claim, in the event of a **Total Loss**;
- 1.11 any personal expenses **You** pay because of loss of or damage to **Your Craft**. This includes but is not limited to:
 - 1.11.1 travel and / or accommodation costs;
 - 1.11.2 payment for overseeing repairs;
 - 1.11.3 lost or unused fees for mooring and / or storage;
- 1.12 personal effects and/or fishing gear
- 1.13 loss or damage from any **Peril** to deeds, documents, stores, Consumables, moorings, fishing gear, diving equipment, wet suits, dry suits or similar equipment, plants, animals, sports equipment, personal effects, Valuables or Money;
- 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 Craft**;

The amount Insurers will pay under Section 1 – Loss of or Damage to the Craft

- 1.15 If **Your Craft**, is a **Total Loss** the most **Insurers** will pay is the **Sum Insured** or the **Market Value** at the time of loss whichever is the less
- 1.16 For a partial loss of **Your Craft** **Insurers** may elect to:
 - 1.16.1 pay for the cost of repairs; or
 - 1.16.2 pay for a replacement part and the costs connected with the replacement; or
 - 1.16.3 make a cash payment based on the cost of an equivalent replacement.
- 1.17 For salvage, towage and assistance charges **Insurers** will pay expenses necessarily incurred.
- 1.18 For sighting costs **Insurers** will pay the costs incurred provided **Insurers** have agreed them in writing beforehand.
- 1.19 **Insurers** may make a deduction for new parts of materials replacing old may be made where appropriate at the **Insurer's** discretion (maximum 50%) for sails, spars, rigging, protective covers, outboard motors, centreboards and rudders.
- 1.20 In the event of theft, loss or damage to outboard motors **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;
- 1.21 Whilst **Your Craft** is inside the **United Kingdom** then **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.
- 1.22 Whilst **Your Craft** is outside the **United Kingdom** then **You** shall be responsible for double the **Excess** stated in **Your Schedule** for all claims under Section 1 and **Your Insurers** will deduct this amount from any settlement.
- 1.23 **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.
- 1.24 **Insurers** may deduct up to 50% of the cost in respect of:
 - 1.24.1 repainting, altering or replacing parts of **Your Craft** 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 Craft**; and
 - 1.24.2 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**;

Optional Extension No. 1 (Operative only if stated in the Schedule)

It is agreed that the one-third deduction under the Racing Risk Extension Clause 1.7 shall not apply on masts and/or spars and the full cost of replacing or repairing such masts and/or spars shall be paid by **Insurers** up to the value subject only to the deduction described under Clause 1.21 and 1.22

Section 2 – Third Party and Passenger Liability

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 Your Schedule) that You legally have to pay as a result of owning or having an insurable interest in Your Craft noted in Your Schedule, including any legal liability arising when Your Craft is being used, navigated or in the custody or control of anyone else with Your permission, resulting in:</p> <ul style="list-style-type: none"> i) the death of, or injury to, any other person, or any other person insured by this Policy, including anyone getting on or off or travelling on Your Craft; ii) damage to any other property; iii) the raising or attempted raising, removing or destroying of the wreck of Your Craft; iv) pollution caused by Your Craft as a result of loss or damage that Your Insurers insure; <p>As long as Your Insurers have agreed in writing beforehand Your Insurers will also pay for:</p> <ul style="list-style-type: none"> v) Your legal costs in settling or defending a claim; vi) solicitor's fees and other expenses relating to official enquiries or coroner's inquests 	<p>2.1.1 anyone You employ in connection with the operation of Your Craft;</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 Your Craft, until they are safely back on board Your Craft;</p> <p>2.1.4 parascenders or participants in any other activity which takes place in the air operating with Your Craft until they are safely back on board Your Craft;</p> <p>2.1.5 divers operating from Your Craft until they are safely back on board Your Craft;</p> <p>2.1.6 any liability occurring whilst Your Craft or any other Insured Property is in transit by or attached to a mechanically propelled road vehicle or any liability relating to any trailer which Your Insurers insure except when it is deliberately uncoupled from the towing vehicle;</p> <p>2.1.7 any liability occurring whilst Your Craft or any other Insured Property 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 Your Wilful misconduct;</p> <p>2.1.10 any liability incurred whilst Your Craft is being used by or is in the custody or control of:</p> <ul style="list-style-type: none"> i. shipyard operators or their employees; ii. repair yard operators or their employees; iii. slipway operators or their employees; iv. yacht club operators or their employees; v. marina operators or their employees; vi. delivery skippers or their employees or crew; vii. sales agencies or their employees; or viii. any other similar organisations

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 Whilst **Your Craft** is inside the **United Kingdom** then **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.
- 2.2.3 Whilst **Your Craft** is outside the **United Kingdom** then **You** shall be responsible for double the **Excess** stated 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 outside the **Cruising Limits** 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 **Your duty of care**

4.1.1 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 **Your 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**.

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**

- 4.1.2 **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 Craft** from theft, loss or damage;
 - iii) following the immersion or partial immersion of an outboard motor immediate action must be taken to flush out and wash off the outboard motor 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.
 - x) **You** must keep **Your Craft Ashore** when not in use and ensure it is not left unattended on moorings unless specially agreed in writing by **Insurers** by **Endorsement**.
 - xi) **You** must keep **Your Craft** securely tied down to the ground if kept in the open
 - xii) **You** must only use **Your Craft** for private purposes only and not let it out on hire or charter
 - xiii) **You** must not take or use **Your Craft** outside the **United Kingdom** for more than 30 days in any one **Period of Insurance**.
 - xiv) **You** must immobilise the trailer forming part of the **Craft** with a **Wheel Clamp** or **Hitchlock** whilst left unattended.

4.2 **Fraudulent claims**

You must not act in a fraudulent manner.

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

- 4.2.1 make a claim under the **Policy** knowing the claim to be false or fraudulently exaggerated in any respect; or
- 4.2.2 make a statement in support of a claim knowing the statement to be false in any respect; or
- 4.2.3 submit a document in support of a claim knowing the document to be forged or false in any respect; or
- 4.2.4 make a claim in any respect of any theft, loss or damage caused by **Your Wilful** act or with **Your** connivance;
- 4.2.5 **Your Insurer** shall not pay the claim;
- 4.2.6 **Your Insurer** may declare the **Policy** void and retain the **Premium**;
- 4.2.7 **Your Insurer** may inform the police

4.3 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.

4.4 **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.

4.5 **Cancellation**

4.5.1 **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**.

4.5.2 **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

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

CANCELLATION SCALE

Time on Risk	Percentage Retained by Your Insurer	Percentage Returned to You	In addition to this scale Traffords will retain their commission and make an administration charge as detailed in the Traffords Terms of Business document that was provided to You 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 Insurers** **You** may make a claim during the current **Period of Insurance** **Your Insurers** 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.

4.5.3 **Cancellation by Your Insurer**

Your Insurer reserve 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:

- 4.5.3.1 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**;
- 4.5.3.2 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;
- 4.5.3.3 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;
- 4.5.3.4 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**;
- 4.5.3.5 where **You** have **Deliberately** or recklessly misrepresented any information **You** have supplied or withheld any information which **Your Insurer** or **Traffords** have asked for;
- 4.5.3.6 where **Your Insurers** or **Traffords** reasonably suspect or have evidence of criminal or fraudulent activity;
- 4.5.3.7 **Your** use of threatening or abusive behaviour or language or the intimidation or bullying of **Traffords** or **Your Insurers** staff or service providers.

Providing **You** have not incurred eligible claims during the period **You** have been on cover **Your Insurers** 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 Your complaint refers to the handling of a claim, the way this Policy was sold to You or the way the Policy is administered, please contact:	Traffords Limited 7 Doolittle Yard Froghall Road Amphill Bedford MK45 2NW Tel: 01525 717185 Email: info@traffords-insurance.co.uk
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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:

The Financial Ombudsman Service Exchange Tower London E14 9SR	Website: www.financial-ombudsman.org.uk Telephone: 0800 0234567 or 0300 1239123 Email: complaint.info@financial-ombudsman.org.uk
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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.