

Basic Boat Liability Insurance Policy Document

Introduction

This introduction and the Policy Definitions Exclusions Conditions and Extensions together with the **Certificate** and any Endorsement(s) shall be read as one document. Any word or expression given a specific meaning in this introduction and the Policy Definitions Exclusions Conditions and Extensions or the **Certificate** and any Endorsement(s) shall have the same meaning throughout the Policy.

In consideration of the payment of the **Premium** the Company will provide indemnity within the terms Exclusions and Conditions of this Policy against the

events specified herein occurring during the **Period of Insurance**.

For and on behalf of
ROYAL & SUN ALLIANCE INSURANCE PLC



Steve Lewis
Chief Executive, UK & Western Europe
Royal & Sun Alliance Insurance plc

Definitions

(applicable to the whole Policy wherever these words appear in **bold** print and starting with a capital letter)

- 1) **Bodily Injury** shall include
 - a) death or illnesses
 - b) mental injury mental anguish or shock but not defamation.
- 2) **Certificate** shall mean the **Certificate** to this Policy issued to the **Insured Person** in the agreed form by Basic Boat Liability Company.
- 3) **Company** shall mean Royal & Sun Alliance Insurance plc
- 4) **Compensation** shall mean all sums which the **Insured Person** shall be legally liable to pay as **Compensation** other than punitive exemplary or aggravated damages or any additional damages, and all costs and expenses recoverable by the claimant in connection with any claim to which the indemnity expressed by this policy applies.
- 5) **Geographical Limits** shall mean whilst on land and detached from any motor vehicle and/or cruising within the cruising limits stated as applicable for the category of craft shown on the **Certificate**.
- 6) **Insured Craft** shall mean watercraft (other than **Personal Watercraft**) owned by the **Insured Person** and described under the category of watercraft for which insurance is provided hereunder as stated in the **Certificate** including her hull machinery boat(s) and other equipment such as would normally be sold with the **Insured Craft** if she changed hands.
- 7) **Insured Person** shall mean the person or persons named as the **Insured Person** in the **Certificate** and shall include any other joint owners or co owners details of which have been provided to the **Company** on the **Proposal** or otherwise agreed in writing.
- 8) **Limit of Indemnity** shall mean the amount stated as the **Limit of Indemnity** in the **Certificate**.
- 9) **Period of Insurance** shall mean the period stated as the **Period of Insurance** in the **Certificate** which shall be any period not exceeding 12 months or any subsequent period for which the **Company** agrees to the renewal of this Policy and to accept payment of **Premium**.
- 10) **Personal Watercraft** shall mean any jet ski, jet bike and similar ride-on powered craft.
- 11) **Pollution or Contamination** shall mean
 - a) all pollution or contamination of buildings or structures or of water or land or the atmosphere and
 - b) all **Damage** or **Bodily Injury** directly or indirectly caused by or arising from such pollution or contamination
- 12) **Premium** shall mean the amount stated as the **Premium** in the **Certificate**.
- 13) **Property** shall mean material property.
- 14) **Proposal** shall mean any information provided by the **Insured Person** in connection therewith.

The Cover

In the event of accidental

- 1) **Bodily Injury** to any person
- 2) **Damage to Property** occurring within the **Geographical Limits** and caused by or arising from the ownership or use of the **Insured Craft** by the **Insured Person** the **Company** will indemnify the **Insured Person** in respect of **Compensation** arising out of a single event.

Limit of Liability

The liability of the **Company** for **Compensation** shall not exceed the **Limit of Indemnity** in respect of any one occurrence or series of occurrences arising out of a single event. Unless otherwise stated herein or endorsed hereon any other costs and expenses in respect of which an indemnity is provided by this Policy will be payable in addition to the **Limit of Indemnity**.

Exclusions

The **Company** shall **not** provide indemnity against liability

- 1) in respect of **Bodily Injury** of workmen or any other person employed in any capacity whatsoever by the **Insured Person** or by persons to whom the protection of this policy is afforded by reason of the provisions thereof in, on or about or in connection with the **Insured Craft** or any work or repair thereto.
 - 2) caused or arising while the **Insured Craft** is being towed or is attached to a motor vehicle or has broken away or become inadvertently detached from a motor vehicle.
 - 3) in respect of **Damage to Property** in or on the **Insured Craft** for conveyance or belonging to or in the custody or under the control of the **Insured Person**. Provided that this Exclusion shall not apply in respect of **Damage** to the **Property** of any passenger on the **Insured Craft** not being a member of the **Insured Person's** family permanently residing with the **Insured Person** for any amount of up to £500 any one passenger for each and every occurrence of loss or **Damage**.
 - 4) which one joint owner or co-owner of the **Insured Craft** or any person with a beneficial interest in the **Insured Craft** incurs to the other(s).
 - 5) caused by or arising from any person diving or preparing to dive from the **Insured Craft** where such activity involves the use of breathing apparatus.
 - 6) caused by or arising from use of the **Insured Craft** other than for private pleasure purposes.
 - 7) caused or arising while the **Insured Craft** is used for hire reward or charter or to carry fee paying passengers.
 - 8) caused by or arising from any **Insured Craft** while participating in racing or speed trials or any trials in connection therewith.
 - 9) caused or arising while any person is being towed or is preparing to be towed by the **Insured Craft** in connection with water skiing, aquaplaning, hang glide skiing, paragliding, ski-kiting, airchair flying or similar pursuits or after the person has been towed until safely on board the **Insured Craft**.
 - 10) caused by or arising from
 - a) the use of any vessel with a maximum designed speed exceeding 17knots\20mph unless the **Insured Person** or other competent person(s) shall be on board and in control when under way.
 - b) fire or explosion on board any vessel with a maximum designed speed exceeding 17knots\20mph if it is fitted with inboard machinery unless equipped with either an automatic or remote controlled fire extinguishing system with discharge heads in the engine compartment which is properly installed and maintained in efficient working order.
 - 11) arising from **Pollution or Contamination** unless caused by a sudden unidentifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.
- Provided that
- a) all **Pollution or Contamination** which arises out of such incident shall be deemed to have occurred at the time such incident takes place
 - b) the liability of the **Company** for all **Compensation** payable in respect of all **Pollution or Contamination** which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the **Limit of Indemnity**.
 - 12) caused by or arising from
 - a) war invasion act of foreign enemy hostilities (whether war be declared or not) military or usurped power or any hostile act by or against a belligerent power
 - b) civil war rebellion revolution or insurrection or civil strife arising therefrom
 - c) piracy capture seizure arrest restraint or detention and the consequences thereof or any attempt thereat.
 - 13) of whatsoever nature directly or indirectly caused by or

contributed to by or arising from

a) ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel

b) the radioactive toxic explosive or hazardous properties of any explosive nuclear assembly or nuclear component thereof.

14) caused by or arising from any wilful act or reckless conduct of the **Insured Person** or any other person to whom an indemnity is provided hereunder, including, but not limited to conduct when under the influence of alcohol or drugs.

15) caused by or arising from the ownership or use of a **Personal Watercraft** by the **Insured Person**.

16) caused by or arising from any failure of a swinging mooring unless such mooring is professionally laid and maintained.

17) where the **Insured Craft** is not in sound condition and the claim directly relates to the condition of the **Insured Craft**.

Extensions

These extensions are subject otherwise to the terms Exclusions and Conditions of this Policy.

1) Defence Costs and Expenses

The **Company** will be responsible for all expenses properly incurred by the **Insured Person** in connection with Official Inquiries, Coroners' Inquests and also law costs incurred with the consent in writing of the **Company** in settling or defending any claim, which may be the subject of indemnity under this Policy.

2) Indemnity to Other Persons in charge with the permission of the Insured

The cover given under this policy extends to any person (other than a person operating or employed by the operator of a shipyard, repair yard, repair or maintenance facility, slipway, marina, yacht club, sales agency or similar organisation) authorised by the **Insured Person** to take charge of the **Insured Craft** and who whilst so in charge shall in consequence of any occurrence for which the **Insured Person** is covered hereunder this policy become liable to pay any

Compensation to any person or persons.

Provided that

a) any persons specified above shall as though they were the **Insured Person** be subject to the terms Exclusions and Conditions of this Policy insofar as they can apply

b) nothing in this Extension shall increase the liability of the **Company** to pay any amount exceeding the **Limit of Indemnity** regardless of the number of persons claiming to be indemnified

c) the **Company** shall not provide indemnity against liability which any persons specified above shall incur to the **Insured Person**

3) Wreck Removal

The **Company** will provide indemnity against any third party claim not otherwise insured under this Policy for which **Insured Person** shall by reason of interest in the **Insured Craft** become legally liable to pay in respect of the cost of any attempted or actual raising removal or destruction of the wreck of the **Insured Craft** or any neglect or failure to raise remove or destroy the same arising out of accident occurring within the **Geographical Limits** during the **Period of Insurance** and caused by or arising from the ownership or use of the **Insured Craft** by the **Insured Person**.

Provided that

a) the liability of the **Company** under this Extension shall not exceed £50,000 in respect of any one occurrence or series of occurrences arising out of a single event.

b) the **Company** shall not provide indemnity against damages or penalties arising under a contract.

c) in the event of a claim arising under this extension the **Insured Person** shall as soon as is reasonably practicable give notice thereof to the relevant authority responsible for the waters where the wreck is situated.

4) Costs of Court Attendance

In the event of the **Insured Person** or any other person to whom an indemnity is provided hereunder attending court as a witness at the request of the **Company** in connection with a claim in respect of which indemnity is provided hereunder the **Company** will reimburse such person at the rate of £100 per day for each day on which attendance is required. Provided that the liability of the **Company** shall not exceed £1,000 in respect of any one claim.

5) Racing

Where the **Insured Person** has selected cover for racing and this is evidenced on the **Certificate** the **Company** will provide indemnity only if the race is under sail and such racing is limited to local club or cruising association events and rallies.

Conditions

1) This Policy shall be avoided if the risk is materially increased unless agreed by the **Company** in writing.

2) The **Insured Person** shall take all reasonable care to maintain the **Insured Craft** in sound condition. In the event that the **Insured Craft** is not maintained in sound condition then it may mean the claim is not recoverable (see Exclusion 17).

3) The first and any subsequent **Premium** paid under this Policy is a minimum **Premium** and in the event of cancellation of insurance hereunder by the **Insured Person** there shall be no refund of **Premium**.

The **Company** may cancel this Policy or any **Certificate** by giving 30 days notice by recorded delivery letter to the last known address of the **Insured Person** and in such case the **Insured Person** shall be entitled to the return of a proportionate part of the **Premium** in respect of the unexpired **Period of Insurance**.

4) If the **Insured Craft** be sold or transferred to new ownership or if there is a change in the controlling interest(s) where the **Insured**

Craft is owned by a **Company** or other organisation then unless the **Company** agrees in writing to continue the insurance hereunder this Policy shall become cancelled from the time of such sale transfer or change with no refund of **Premium**.

5) The **Insured Person** or their legal personal representatives shall give notice in writing to the **Company** as soon as possible after any event which may give rise to liability under this Policy with full particulars of such event. Every claim notice letter or writ or process or other document served on the **Insured Person** shall be forwarded to the **Company** immediately on receipt. Notice in writing shall also be given immediately to the **Company** by the **Insured Person** of any impending prosecution in connection with any such event.

6) No admission offer promise payment or indemnity shall be made or given by or on behalf of the **Insured Person** without the written consent of the **Company**.

The **Company** shall be entitled if it so desires to take over and conduct in the name of the **Insured Person** the defence or settlement of any claim or to prosecute in the name of the **Insured Person** for its own benefit any claim for indemnity or damages or otherwise.

The **Company** shall have full discretion in the conduct of any proceedings and in the settlement of any claim against the **Insured Person** and the **Insured Person** shall give all such information and assistance as the **Company** may require.

7) If at the time of any event to which this Policy applies there is or but for the existence of this Policy there would be any other insurance covering

the same liability the **Company** shall not be liable under this Policy except in respect of any excess beyond the amount which would be payable under such other insurance had this Policy not been effected.

8) The **Company** may at any time at its sole discretion pay to the **Insured Person** the **Limit of Indemnity** (less any sum or sums already paid in respect or in lieu of **Compensation**) or any lesser sum for which the claim or claims against **Insured Person** can be settled and the **Company** shall not be under any further liability in respect of such claims or claims except for other costs and expenses for which the **Company** may be responsible incurred prior to such payment.

9) Your policy is governed by the law that applies to where you reside within the United Kingdom. If there is any disagreement about which law applies, English law will apply. Unless agreed otherwise, we will communicate to you in English.

10) The due observance and fulfilment of the terms and Conditions of this Policy insofar as they relate to anything to be done or complied with by the **Insured Person** and the truth of the statements and answers in the **Proposal** and declaration shall be conditions precedent to any liability of the **Company** to make any payment under this Policy.

Conditions relating to accidents and claims

(1) When you contact us about a claim, you will need to tell us:

- your name and address and your home and mobile telephone numbers
- personal details necessary to confirm your identity if requested
- policy number
- the place where the loss or damage occurred
- what caused the loss or damage
- police details where applicable
- details of other parties involved or responsible for the incident including details of injuries and details of any witnesses

(2) Notice shall be given to the **Company**, or Basic Boat Liability Company, as soon as reasonably possible in the event of any occurrence which may give rise to a claim under this insurance, our claims department telephone number is 020 73375901. Where appropriate the incident shall also be reported promptly to the police.

(3) The Assured shall give full information to the **Company** as to the circumstances of the accident and of all claims made, with names and addresses of claimants and all witnesses of the accident, as soon as possible after occurrence of the accident or receipt of claim or notice of claim.

(4) The Assured also undertakes to send to the **Company** as soon as possible, all claims, letters, summonses, writs, etc., relating to any accident addressed to the Assured or to the Assured's servants by the authorities or by Third Parties.

(5) No liability of any sort shall be admitted nor any offer, promise or payment made by the Assured or claimants nor legal expenses incurred without the written consent of the **Company** who shall be entitled, if it so desires, to take over and conduct in the name of the Assured the defence of any action.

(6) The Assured shall render to the **Company** all possible aid in obtaining information and evidence should the **Company** desire to take proceedings at its own expense and for its own benefit in the name of the Assured to recover compensation or to secure an indemnity from any Third Party in respect of anything covered by this insurance.

Facts Omitted and Misrepresented

This policy or any subsequent renewal may be deemed invalid if the insured or anyone acting on the Insured's behalf has obtained cover through the omission or inaccuracy of any response provided in the Proposal Form. In the event that Insurers avoid the Policy a refund of premium may not be made.

Complaints Procedure

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

If you have cause for should, in the first instance contact either Basic Boat Liability Company who effected this insurance, or Royal & Sun Alliance Insurance plc, at the following address. Please quote the details of your policy (e.g. surname, initials and certificate number).
RSA Customer Relations Team, PO Box 255, Wymondham NR18 8DP
e-mail: crt.halifaxhalifax@uk.rsagroup.com

What to do if you are still not satisfied

If you are still not satisfied Royal & Sun Alliance plc is regulated by the Financial Conduct Authority whose arbitration service is the Financial Ombudsman Service and you may be able to refer your complaint to them.

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall
London, E14 9SR

Tel: 0845 0801800

e-mail: complaint.info@financial-ombudsman.org.uk

web: www.financial-ombudsman.org.uk

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to above.

However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

Financial Services Compensation Scheme (FSCS)

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

Cancellation Rights

If you decide that you do not want to accept the policy (or any subsequent renewal of the policy by us), please return it to Basic Boat Liability Company together with the **Certificate** of Insurance using the contact details provided on the covering letter within 14 days of receiving it (or for renewals, within 14 days of your policy renewal date). We will only charge you on a pro rata basis for the time we have been on cover subject to a minimum premium of £35 (including insurance premium tax). The balance of the premium will be returned to you. If you cancel your policy later than 14 days from receiving it we will not refund any premium to you.

Basic Boat Liability (a trading division of Howe Maxted Group Ltd.) 17 Hatherley Road, Sidcup, Kent DA14 4BP. Tel. 0333 219 430 Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. www.basic-boat.com.

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