



## **THE MARTELLO YACHT & MOTORYACHT POLICY**

### **1. COVER**

- (a) All risks of accidental, physical, loss or damage to the Vessel and property described in the schedule.
- (b) Loss or damage caused by latent defect in the Vessel (but excluding the cost or expense of replacing the defective part), negligence, malicious acts and theft are also covered, unless such loss or damage results from any failure on the part of any Assured to take reasonable measures to maintain and safeguard the insured Vessel and property described in the schedule.
- (c) Salvage charges incurred in preventing a loss by any risk covered by this insurance and reasonable expense incurred in averting or minimising a loss by such risks.

The word "vessel" means the Vessel herself, her machinery; boat(s), gear and equipment such as would normally be sold with the vessel, being the property of the Assured named in the schedule. It does not include moorings.

**All cover is subject to any exclusion in this policy wording and any conditions in the schedule.**

### **2. GEOGRAPHICAL LIMITS AND USE OF THE VESSEL**

- (a) The Vessel is only covered within the area defined in the Schedule.
- (b) Warranted that the Vessel shall be laid up or stored as specified in the Schedule.
- (c) Warranted that the Vessel is not used as a houseboat or place of residence.
- (d) Warranted that the Vessel is used solely for private pleasure purposes and not let out on hire, charter or reward unless specified in the Schedule.

### **3. CHANGE OF OWNERSHIP**

Should the Vessel be sold or transferred to new ownership, or where the Vessel is owned by a company, should there be a change in the controlling interest of the company, this insurance shall be cancelled from that time. Any return of premium to be subject to a minimum premium of stg £50 being retained by Insurers.

### **4. CANCELLATION**

This insurance may be cancelled by the Insurers at any time subject to 15 days written notice to the Assured or his Agent, or by mutual agreement.

### **5. EXCLUSIONS**

This clause is paramount and no claim shall be allowed in respect of:-

- (a) loss, damage, liability or expense intentionally caused or incurred by, or with the consent of, any Assured, or arising from unseaworthiness resulting from any act or omission of any Assured.
- (b) the cost of making good any defect resulting from any repair, alteration or maintenance work carried out on the Vessel.
- (c) any loss or expenditure incurred in remedying a fault or error in design or construction or any cost or expense incurred by reason of betterment or alteration in design or construction.
- (d) wear and tear, gradual deterioration, lack of reasonable maintenance, mechanical derangement, weathering or damage caused by insect, vermin, damp and marine life.
- (e)
  - (i) theft of insured gear and equipment, unless following violent forcible,
    - (a) entry into the Vessel or place of storage, or
    - (b) removal of fixed gear or equipment from the exterior of the Vessel.
  - (ii) theft of insured personal effects, unless following violent forcible entry into the Vessel or vehicle while in transit.

- (iii) theft of the outboard motor unless secured to the Vessel by an appropriate anti-theft device in addition to its normal method of attachment, or following violent forcible entry into the Vessel or place of storage.
- (iv) theft or loss of boat(s) not permanently marked with the name of the parent Vessel.
- (f) loss of or damage to sails while in use, if split by the wind or blown away.
- (g) loss, damage, expense or liability directly or indirectly arising from capture, seizure, arrest, restraint or detainment, war, terrorism, civil war, revolution, rebellion, insurrection, civil conflict or commotion.
- (h) loss, damage, expense or liability directly or indirectly arising from ionising radiations from or contamination by radioactivity from any nuclear fuel, radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly, or component, weapons of war employing atomic or nuclear fission and/or fusion or like reaction or radioactive force or matter.
- (i) unrepaired damage in addition to a subsequent total loss sustained during the period covered by this insurance.

## **6. PERSONAL EFFECTS**

When an amount for personal effects, being the personal property of the Assured or the Assured's family, is included in the Schedule, those personal effects are insured against physical loss or damage on the terms of this insurance while on board the Vessel, and while in transit between the Assured's place of residence and the insured Vessel.

In addition the following shall apply:

- (a) Where the total value of the personal effects on board the Vessel at the time of the loss exceeds the amount insured for personal effects in the Schedule, any claim shall be reduced proportionately.
- (b) No single item with a value in excess of stg £500 is insured unless declared and agreed in writing.
- (c) Jewellery, currency, traveller's cheques and consumable stores are not covered. Breakage of articles of a brittle nature is not covered.

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

## **7. MARINA BENEFITS**

Where the Vessel is marina based as specified in the Schedule, in the event of a claim under this insurance for loss or damage to the Vessel while moored on a pontoon berth in a marina or ashore in a marina:

- (a) the excess specified in the Schedule shall not be deducted.
- (b) any no claims bonus entitlement shall not be affected at renewal.

## **8. LIABILITIES TO THIRD PARTIES**

- (a) The Insurers will indemnify the Assured in respect of all claims which the Assured shall by reason of interest in the insured Vessel become legally liable to pay and shall pay. The indemnity payable in respect of any one accident, or series of accidents arising out of the same event, shall be limited to the insured value of the Vessel or to the sum specified in the Schedule for that purpose.
- (b) When the liability of the Assured has been contested with the consent in writing of the Insurers, they will also pay the legal costs which the Assured shall thereby incur or be compelled to pay.
- (c) The protection of this Clause 8 shall extend to any person navigating or in charge of the Vessel with the consent of the Assured other than a person operating, or employed by the operator of any ship yard, repair yard, slipway, marina, yacht club, sales agency, delivery contractor or similar organisation. This extension shall be subject to all terms, conditions and warranties of this insurance.
- (d) This insurance does not cover:-
  - (i) any claim or liability excluded under Clause 5.
  - (ii) any liability to the Assured or any owner of the Vessel.
  - (iii) any liability admitted or agreed without the written consent of the Insurers.

- (iv) any claim arising directly or indirectly from any accidents to, or illness of, workmen or any person employed in any capacity whatsoever by the Assured (or any other person to whom the protection of this insurance is afforded) in, on, about or in connection with the Vessel.
- (v) any liability arising while the Vessel is used for, or in connection with, water-skiing, aquaplaning, or similar activity, unless expressly agreed in writing, in which case insurers liability shall be limited to the insured value of the Vessel or the sum specified in the Schedule for that purpose.
- (vi) any liability arising while the Vessel is used for or in connection with paragliding.
- (vii) punitive or exemplary damages, however described.

## **9. EXCESS AND DEDUCTIONS**

- (a) The excess specified in the Schedule shall be deducted from all claims arising out of each and every incident, other than for total loss or constructive total loss of the Vessel, or total loss of items separately declared and valued in the Schedule.
- (b) **Prior to the deduction under 9(a) and in addition** all claims for loss of or damage to protective covers, sails and outboard motors may be subject to a deduction new for old not exceeding one third of the repair or replacement cost at Insurers discretion.
- (c) While the Vessel is racing, all claims for loss or damage to mast, spars, sails and standing and running rigging shall be reduced by one third, unless the loss or damage is caused by the Vessel being stranded, sunk, burnt, on fire, in collision or in contact with any external substance (ice included) other than water, when only the excess and deductions as provided in Clauses 9(a) and 9(b) shall apply.

## **10. CONSTRUCTIVE TOTAL LOSS**

A claim for constructive total loss shall be recoverable when the cost of recovery and/or repair of the Vessel, following an insured loss, exceeds the insured value.

## **11. CLAIMS**

In the event of any occurrence which might give rise to a claim under this insurance the Assured must give immediate notice to Insurers and take appropriate action to minimise a loss.

A surveyor may be appointed to represent insurers.

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

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

The insurers have the option of appointing solicitors who shall represent the Assured in the defence of any third party claim covered by Clause 8 and in any event the insurers shall direct the progress of such defence.

## **12. LAW**

The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English law and Jurisdiction.

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This policy is issued on behalf of certain Underwriters at Lloyd's by:-

Coleman Marine  
E Coleman & Company Limited  
8 Albany Park, Cabot Lane  
Poole, Dorset, BH17 7AZ  
England

Telephone: 0044 1202 647 400  
Fax: 0044 1202 647 422

We do everything we can to ensure the highest standard of service. If, however, you are not satisfied with our service levels in any respect, please write to our Marine Manager at the address above.

Our full customer services complaints procedures refer.

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## **ENDORSEMENTS**

### **A. NO CLAIM BONUS**

In the event of no claims being paid or outstanding at the expiry of a 12 month insurance the renewal premiums will be reduced as follows:-

- By 5% after 1 year
- By 10% after 2 consecutive years
- By 15% after 3 consecutive years
- By 20% after 4 consecutive years

This clause does not imply an obligation upon insurers to renew this insurance.

### **B. TRANSIT**

The vessel is covered whilst in transit by road but excluding any liability to third parties.

### **C. SPEED BOAT – EXCLUSIONS**

No claim shall be allowed in respect of:-

- (i) loss, damage, liability or expense arising from such Vessel or boat(s) being left unattended off an exposed beach or shore.
- (ii) Loss, damage, liability or expense arising whilst such Vessel or boat(s) is racing or on speed tests or trials.
- (iii) Loss or damage to rudder, outboard, strut, outdrive, propeller or shaft, caused by contact with an external substance, unless by a risk covered by this insurance the Vessel or boat(s) sinks, strands or is in contact with another vessel, pier or slipway.
- (iv) Loss, damage, liability or expense arising while such Vessel or boat(s) is underway unless the Assured or other competent person authorised by the Assured is on board and in control of such Vessel or boat.
- (v) Loss, damage, liability or expense caused by or arising through fire or explosion on such Vessel or boat if equipped with inboard machinery, unless such Vessel or boat is equipped in the galley with adequate fire extinguishing apparatus and in the engine room or tank space with an adequate fire extinguishing system automatically operated or having controls at the steering position, or outside and adjacent to the engine room and all properly installed and maintained in efficient working order.

### **D. MACHINERY DAMAGE – EXCLUSIONS**

No claim shall be allowed in respect of:-

Loss or damage to engine(s), gearbox(es), electrical machinery, electrical equipment, batteries and connections resulting from,

- (i) negligence of any person
- (ii) latent defect
- (iii) frost, unless all reasonable precautions have been taken
- (iv) water, unless by sudden accidental incursion into the Vessel

### **E. SKIPPER CHARTER**

When Skipper Charter is specified within the Schedule it is warranted that while on charter the vessel is used solely for private and pleasure purposes and that the owner or a professional skipper employed by the owner is on board and in charge.

### **F. RACING OPTIONS**

- (i) Excluding cover to masts, spars, sails, standing and running rigging in all respects.
- (ii) Excluding cover to sails and running rigging in all respects.
- (iii) Excluding cover for masts, spars sails, standing and running rigging when the insured vessel deemed to be racing.
- (iv) Excluding cover for sails and running rigging when the insured vessel is deemed to be racing.
- (v) Cover is extended to include the refund/payment of loss race fees subject to a maximum of £1,000 following an insured loss which forces the insured vessel to withdraw from a regatta, series or event in which it is entered.
- (vi) Any additional endorsement as may be specified and forming part of the policy.