

## YACHTSURE INSURANCE CLAUSES

**These clauses together with the Certificate and any applicable endorsements set out the terms on which we have agreed to insure you. The documents should be read together as a whole.**

### 1 CONVENTIONS

- 1.1 The use of *italic* text in these Clauses indicates that the word or phrase in italics is defined in the Clauses.
- 1.2 The use of **bold** text in these Clauses indicates an exclusion from coverage.
- 1.3 The masculine gender imports the feminine gender and vice versa.

### 2 DEFINITIONS

The following definitions apply to these Clauses and the Certificate and endorsements. There are further definitions contained in Clause 7.5, which only relate to the Personal Accident cover under Section 7.

- 2.1 "*You*" "*your*" and "*yours*" refer to the insured named in the Certificate; if the insured is a company, trust or corporation they include the beneficial owner(s) of the majority interest in the company, trust or corporation. The words "*we*" "*our*" and "*ours*" refer to the insurers named in the Certificate.
- 2.2 "*The Vessel*" means the vessel named in the Certificate and the gear and equipment which would usually be sold with her. It includes the additional equipment and accessories and tender(s), dinghy(ies) and outboard(s) mentioned in the Certificate but does not include *personal effects*.
- 2.3 "*Personal effects*" means property other than property mentioned in Clause 2.2 above.
- 2.4 "*Due Diligence*" means the degree of diligence which a prudent uninsured owner could reasonably be expected to exercise in relation to *the Vessel*.
- 2.5 "*Seaworthy*" means well maintained and in good repair and adequately manned by competent crew and properly equipped and provisioned and in all respects in a condition to withstand the ordinary action of wind and waves without sustaining damage.
- 2.6 "*Insured event*" means the happening of an event, which causes loss or damage, which is covered by *this insurance*.
- 2.7 "*This insurance*" means the contract of insurance contained in these Clauses, the Certificate and any applicable endorsements.
- 2.8 "*Material information*" is information which might influence *us* in *our* decision whether to insure *you* or what level of premium to charge *you* or, in the case of a claim arising, whether to settle the claim or at what level.
- 2.9 "*Reasonable cost*" means the cost which would be paid by a prudent uninsured. It does not include any premium incurred in order to have repairs or any other work effected on an accelerated basis.

### 3 PHYSICAL DAMAGE

- 3.1 We will insure *the Vessel* up to the vessel value as set out in the Certificate against all risks of physical loss or damage arising from any accidental cause including theft, latent defect or the negligent or malicious act of any person provided that such negligent or malicious act and the loss or damage resulting therefrom shall both occur during the period covered by *this insurance* subject only to the exceptions and qualifications set out in Sections 8 and 11 of these Clauses. Claims for war and associated risks are subject to the special conditions set out in Section 4 of these Clauses.
- 3.2 If as the result of an *insured event the Vessel* is totally lost or is so badly damaged that the *reasonable cost* of recovering and repairing her would exceed the vessel value as set out in the Certificate we will either pay *you* the vessel value as set out in the Certificate or, at *our* option, replace her with a vessel of similar type and in equivalent condition.
- 3.3 In any other case where *the Vessel* is damaged as the result of an *insured event* we will pay the *reasonable cost* of repairing *the Vessel* or, at *our* option, replace any individual item lost or damaged with an item of similar type and in equivalent condition.
- 3.4 We will also pay the following claims in the event that they are incurred as the result of an *insured event*. *Our* liability to *you* under this Clause 3.4 is in addition to our liability under Clauses 3.1 - 3.3 above **but our aggregate liability under clauses 3.4.1, 3.4.2 and 3.4.3 arising out of any one *insured event* will in no case exceed a sum equivalent to the vessel value set out in the certificate:**
- 3.4.1 The *reasonable cost* of the salvage of *the Vessel* (other than salvage services rendered by another vessel beneficially owned by *you* or under the same management as *the Vessel*).
- 3.4.2 The *reasonable cost* of removing the wreck of *the Vessel* from any place from which *you* become legally obliged to remove her and the *reasonable cost* of disposing of the wreck.
- 3.4.3 The *reasonable cost* of inspecting the bottom of *the Vessel* after a grounding, if reasonably incurred specifically as a result of that grounding, even if no damage is found.

### 4 WAR AND ASSOCIATED RISKS

- 4.1 **Subject to the London Market Exclusions which may from time to time be in force (details of which can be obtained from *us* or from *your* broker) and the provisions of Clauses 4.3, 4.4, 4.5 and 4.6 and to the exceptions and qualifications set out in Section 11 of these clauses** we will insure *the Vessel* up to the vessel value as set out in the Certificate against physical loss or damage caused by:
- 4.1.1 War, civil war, revolution, rebellion, insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power.
- 4.1.2 Capture, seizure, arrest, restraint or detainment, and the consequences thereof or any attempt thereat.
- 4.1.3 Derelict mines, torpedoes, bombs or other derelict weapons of war.
- 4.1.4 Strikers, locked out workmen, or persons taking part in labour disturbances, riots or civil commotions.
- 4.1.5 Any terrorist or any person acting from a political motive.
- 4.1.6 Confiscation or appropriation.

- 4.2 In the event that *the Vessel* shall have been the subject of capture, seizure, arrest, restraint, detention, confiscation or appropriation, and *you* shall thereby have lost the free use and disposal of *the Vessel* for a continuous period of 12 months, *we* will pay *you* the vessel value as shown in the Certificate.
- 4.3 **We will not pay claims for loss or damage arising from the following causes:**
- 4.3.1 Any detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- 4.3.2 The outbreak of war (whether there be a declaration of war or not) between any of the following countries: United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China.
- 4.3.3 Requisition or pre-emption.
- 4.3.4 Capture, seizure, arrest, restraint, detention, confiscation or expropriation by or under the authority of the government or any public or local authority of the country in which *the vessel* is owned or registered.
- 4.3.5 Arrest, restraint, detention, confiscation or expropriation under quarantine regulations or by reason of infringement of any customs or trading regulations.
- 4.3.6 The operation of any ordinary judicial process, failure to provide security or to pay any fine or penalty or any financial cause.
- 4.3.7 Any claim for expenses arising from delay.
- 4.4 This Section 4 of *this insurance* may be cancelled either by *us* or by *you* on giving 7 days' notice. The cancellation becomes effective on the expiry of 7 days from midnight of the day on which notice of cancellation is posted by registered post to *you* at the address shown on the Certificate. However, *we* agree to reinstate this Section 4 of *this insurance* subject to agreement being reached between *us* and *you* prior to the expiry of this 7 day period as to new rate of premium and/or conditions and/or warranties.
- 4.5 Whether or not such notice of cancellation has been given, this Section 4 of *this insurance* will TERMINATE AUTOMATICALLY in the event of:
- 4.5.1 The hostile detonation, anywhere in the world of any weapon of war of the kinds mentioned in Clause 4.3.1.
- 4.5.2 The outbreak of war between any of the countries mentioned in Clause 4.3.2, whether war is declared or not.
- 4.5.3 The requisition of *the Vessel* either for title or use.
- 4.6 In the event of cancellation by notice or of automatic termination of this Section 4 of *this insurance* by reason of Clause 4.5 or by reason of the sale of *the Vessel* *we* will repay to *you* a proportion of premium representing the unexpired period of *this insurance*.

## 5 PERSONAL EFFECTS

- 5.1 Subject to the exceptions and qualifications set out in Sections 9 and 11 of these Clauses *we* will pay the *reasonable cost* of repair or replacement of *personal effects* belonging to *you*, *your* spouse or any child of *yours* under the age of 21 years living with *you* in the event of loss or damage resulting from an *insured event* and while the *personal effects* are on board, or in course of loading onto or unloading from, *the Vessel* or while in transit to or from *your* usual place of residence to or from *the Vessel* provided that the period of transit to and from *the Vessel* does not exceed seven days for any one return journey.
- 5.2 If at the time of loss of or damage to *personal effects* the value of all *personal effects* insured exceeds the amount stated in the Certificate under the heading Personal Effects *we* will pay the claim only in the proportion which the amount stated in the Certificate bears to the actual value.

- 5.3 *Our* aggregate liability under this Section 5 arising out of any one *insured event* shall not exceed the amount stated in the Certificate under the heading Personal Effects.
- 5.4 *Our* liability in respect of any one item of *personal effects* shall not exceed the one item limit in the Certificate.
- 5.5 If at the time of loss of or damage to *personal effects* any such effects are covered by other insurance they will not be covered by *us* except if and to the extent that their value exceeds the sum insured under the other insurance, in which case *we* will cover them to the extent of that excess only and subject to the provisions of Clause 5.2 above.

## 6 LIABILITY

- 6.1 Subject to the exceptions and qualifications set out in Sections 10 and 11 of these Clauses *we* will insure *you* and anyone in control of *the Vessel* with *your* permission against liabilities incurred to third parties as a result of the ownership or control of *the Vessel* up to the amount of the Third Party Liability limit in the Certificate.
- 6.2 In addition to the sum stated above *we* will also pay the legal costs incurred with *our* consent by *you* or any other person covered by Clause 6.1 above in defending or prosecuting any legal proceedings arising out of or in connection with an event giving rise to liabilities covered by this Section 6 including proceedings before a Coroner's Court and proceedings to limit liability.
- 6.3 *We* will be entitled to take over the conduct of any legal proceedings covered under Clause 6.2 in the name of any person covered under this Section 6 and all such persons must cooperate fully with *us* in the prosecution and/or defence of those proceedings.

## 7 PERSONAL ACCIDENT

(This Section is only in force while *the Vessel* is being used for private pleasure.)

- 7.1 This Section 7 insures *you* and any other person while aboard *the Vessel* with *your* permission but only when *the Vessel* is being used for the purposes of private pleasure. In this Section 7 only "*you*" includes any such other person.
- 7.2 *We* will pay *you* or *your* Executors or Administrators the sum set out in the Schedule of Compensation if during the period covered by *this insurance* *you* sustain accidental bodily injury while on board *the Vessel* or while embarking or disembarking therefrom from the shore or via a tender which is powered by a motor not exceeding 5 H.P. which solely and independently of any other cause results in *your* death or in disablement of a kind specified in the Schedule of Compensation within twelve calendar months of the accident causing the injury.

### *Schedule of Compensation*

(Death, *the loss of one or more limbs*, the sight of one or both eyes, or *permanent total disablement*) as shown in the Certificate

- 7.3 In the event of claims arising in respect of more than six persons out of any one accident the individual sums insured will be proportionately reduced until their total does not exceed the limit of the sum shown in the Certificate under the heading Personal Accident.
- 7.4 For children under the age of 16 years at the date of death, the benefit payable in respect of death is limited to £2,500 or equivalent in any other currencies.
- 7.5 The following definitions apply to this Section 7:
- 7.5.1 "*Loss of a limb*" means *permanent* loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.
- 7.5.2 "*Permanent*" means lasting for twelve consecutive calendar months and at the end of that time being without hope of improvement.
- 7.5.3 "*Total Disablement*" means disablement, which prevents *you* from engaging in *your* usual occupation.

- 7.6 **We will not pay claims under more than one item in the Schedule of Compensation in respect of any one accident. In the event of an accident causing disablement followed by death occurring from any cause within twelve calendar months of the accident, we will pay only the compensation payable in case of death.**
- 7.7 In the event of a claim arising under this Section 7, *you* agree to submit to examination by *our* medical adviser as often as *we* deem necessary.
- 7.8 **We will not be liable under this Section 7:**
- 7.8.1 **For the death or disablement of anyone who had reached their 70th birthday at the commencement date of *this insurance*.**
- 7.8.2 **For the death or disablement of anyone on board *the Vessel* as the result of a contract of employment or in the course of a trade, profession or business.**
- 7.8.3 **For death or disablement directly or indirectly arising from disease or natural causes or surgical treatment (unless made necessary by an accident covered by this Section 7) or suicide or attempted suicide or attempted self injury or deliberate exposure to exceptional risk (except in attempting to save human life) or *your own* criminal act.**
- 7.8.4 **For death or disablement directly or indirectly arising from war, invasion or civil war.**
- 7.8.5 **For death or disablement occurring while *the Vessel* is being used for purposes other than private pleasure use.**

**8 EXCLUSIONS RELATING TO SECTION 3 (PHYSICAL DAMAGE)**

**We will not pay claims:**

- 8.1 **For any loss or damage caused by a failure to exercise *due diligence* to manage *the Vessel* properly or to maintain her in a *seaworthy* condition whether such failure is *yours*, *your professional skipper's* or that of any other person appointed by *you* to manage *the Vessel*.**
- 8.2 **For any loss or damage caused by *your* malicious act or that of anyone on board *the Vessel* with *your* permission.**
- 8.3 **For any loss or damage caused by wear, tear, deterioration, inherent vice, vermin or frost damage.**
- 8.4 **For the cost of repairing or replacing any part of *the Vessel* found to be latently defective (but *we* will pay for damage caused to the rest of *the Vessel* by the sudden and unexpected failure of such a part).**
- 8.5 **For the theft or unauthorised removal of *the Vessel* by anyone who has control of *the Vessel* with *your* permission other than *your* permanent professional skipper or crew.**
- 8.6 **For the theft of any outboard motor unless at the time of the theft it was either:**
- 8.6.1 **secured to *the Vessel* by some means other than its operating mounting and there are visible signs of forcible removal; or**
- 8.6.2 **inside a locked cabin or locked storage compartment into which there are visible signs of forcible entry.**
- 8.7 **For the theft of any of *the Vessel's* gear or equipment unless at the time of the theft it was inside a locked cabin or locked storage compartment, on board or ashore, into which there are visible signs of forcible entry.**
- 8.8 **For the theft of any boat or tender to *the Vessel* unless permanently marked with *the Vessel's* name or registration number.**

- 8.9 For the deductible set out in the Certificate in respect of each and every loss or series of losses arising out of any one occurrence. However, claims under Clause 3.2 shall be paid without application of the deductible.
- 8.10 For loss of or damage to the mooring or any part thereof.
- 8.11 For loss of or damage to protective covers or to sails split by the wind.
- 8.12 For loss of or damage to sails, masts, spars or standing or running rigging or anything attached thereto while *the Vessel* is racing.

If *the Vessel*, tender(s) or dinghy(ies) noted in the Certificate have a designed or actual top speed in excess of 17 knots we will not pay claims in respect of those craft:

- 8.A Arising while *the Vessel*, tender or dinghy is taking part in racing or speed tests or any trials in connection therewith.
- 8.B Resulting from any outboard motor becoming detached or being dropped overboard if the horsepower of the motor as rated by the manufacturer exceeds 65 horsepower.
- 8.C Whilst *the Vessel*, tender or dinghy is under control, with *your* knowledge, of anyone under the influence of drink or drugs.
- 8.D Resulting from fire or explosion on board any Vessel, tender or dinghy which has an engine room or engine space, unless the engine room or engine space is fitted with a fire extinguishing system which operates automatically or has controls at the steering position or outside and adjacent to the engine room or engine space. It is a condition of *this insurance* that such fire extinguishing system shall be properly installed and maintained in efficient working order and regularly serviced in accordance with the manufacturer's recommendations.
- 8.E For loss of or damage to any rudder, strut, shaft or propeller unless caused by contact with another vessel, a pier or jetty or unless *the Vessel*, tender or dinghy is sunk or immersed in circumstances which are not excluded under Clause 8.F.
- 8.F Caused by or arising from *the Vessel*, tender or dinghy being stranded, sunk, swamped, immersed or breaking adrift while left moored or anchored unattended off a beach or shore.

9 EXCLUSIONS RELATING TO SECTION 5 (PERSONAL EFFECTS)

We will not pay claims:

- 9.1 For loss or damage caused by theft while *the Vessel* is unattended, unless resulting from forcible entry (of which there are visible signs) into *the Vessel* or into any locked storage compartment.
- 9.2 For electrical and mechanical derangement.
- 9.3 For loss of or damage to electric, electronic or optical or photographic equipment by ingress of water unless sustained in circumstances where we have also agreed a claim under Clause 3.2.

- 9.4 For loss of or damage to any *personal effects* which consist of jewellery, specie, antiques, works of art, china, glass, consumable stores, documents, valuable securities, negotiable instruments, travellers cheques, currency, or any single item with a replacement value in excess of the single item limit stated in the Certificate under the heading Personal Effects.
- 9.5 For loss or damage caused by a malicious act or theft by *you*, a member of *your* family or anyone who is on board or has access to *the Vessel* with *your* permission.
- 9.6 For any loss or damage caused by wear, tear, deterioration, inherent vice, vermin or frost damage.

## 10 EXCLUSIONS RELATING TO SECTION 6 (LIABILITY)

We will not pay claims for liability incurred to:

- 10.1 Any person employed by *you* or by any other person covered by Section 6 in connection with *the Vessel*.
- 10.2 Any person on board *the Vessel* in consideration of hire, payment or reward.
- 10.3 Any third party during an inland transit.

We will not pay claims for liability incurred by:

- 10.4 Any person in control of *the Vessel* for any reason other than private pleasure.
- 10.5 We will not pay claims for liability incurred to any person engaged in:
- 10.5.1 water-skiing
  - 10.5.2 bare-foot skiing
  - 10.5.3 aqua-planing
  - 10.5.4 parascending
  - 10.5.5 any similar activity
- while they are under tow of *the Vessel* or preparing or intended to be, nor for liability incurred by any person engaged outside *the Vessel* in any of these activities.
- 10.6 We will not pay claims for liability incurred to or by any person engaged in scuba diving from *the Vessel*.
- 10.7 We will not pay claims for any liability assumed under any contract.
- 10.8 We will not pay claims for any fine or penalty nor for any liability for multiple, exemplary or punitive damages.
- 10.9 We will not pay claims for liability if *the Vessel*, tender(s) or dinghy(ies) noted in the Certificate is participating in racing or speed tests or any trials in connection therewith, and has a designed or actual top speed in excess of 17 knots whilst under engine power.

## 11 GENERAL CONDITIONS

### 11.1 Proposal and Application Form

The proposal and application form which *you* have completed or which has been completed on *your* behalf and signed by *you* or *your* agent or manager forms the basis of the contract between *you* and *us*. *You* guarantee the accuracy of the information in the proposal form. If any of the information is materially untrue or if any *material information* is omitted, *we* have the option to cancel *this insurance* from its inception.

### 11.2 Navigation and Use

*The Vessel* is covered while within the navigation limits set out in the Certificate while anchored, moored or navigating, including while aground at her customary berth, at a place of storage ashore, including lifting out and launching, while being moved within a shipyard or marina, while being dismantled, fitted out, refitted, overhauled, undergoing normal maintenance or survey, **but not while being used as a houseboat or undergoing major repair or alteration.** Subject to Clause 8.7 gear and equipment are covered whether on board *the Vessel* or not, while in transit to and from place of storage ashore and while in storage ashore.

### 11.3 Period

*This insurance* is valid for the period shown on the Certificate unless cancelled or terminated according to its terms and conditions and subject to Clause 11.8. If the Certificate shows a period of less than 12 months in commission, subject to any relevant provision shown in the Certificate *this insurance* is valid for the balance of the period provided that the *Vessel* is laid up out of commission and not ready for immediate use with all moveable gear and equipment and *personal effects* locked in a cabin or storage compartment aboard or ashore.

### 11.4 Transit

*The Vessel* is covered while in transit by road, rail, car-ferry or air on journeys which both start and finish on land immediately next to the geographic limits set out in the Certificate and during loading and unloading. **We will not pay claims arising in the course of transit for scratching, bruising and/or denting or for any liability to any third party. If *the Vessel's* length overall is 28 feet (8.53 metres) or more, this cover is limited to inland transits not exceeding 10 statute miles (16.1 kilometres) in length by road and every transit (including loading and unloading) shall be conducted by a professional haulier failing which no claim will be payable for loss or damage in transit.**

### 11.5 Private Pleasure

*The Vessel* must only be used for *your* own private pleasure purposes or those of any competent person in command of *the Vessel* with *your* consent and not in consideration of any hire or reward unless *we* have specifically agreed in advance that *the Vessel* may be used for other purposes and *you* have agreed to pay any additional premium which *we* require. If *we* agree under this Clause 11.5 that *the Vessel* may be used for hire or reward *the Vessel* must at all times be under the supervision of a sufficiently qualified person and must at all times while under way be under the command of a competent person.

### 11.6 Singlehanded Sailing

*The Vessel* must only be sailed between the hours of sunrise and sunset local time and only for a cumulative total of 50 nautical miles per day unless she is manned by at least two people of adequate physical strength at least one of whom is competent to be in command.

### 11.7 Change of Ownership

Subject to Clause 11.8 *this insurance* will automatically cease immediately if *you* cease to be *the Vessel's* owner or, if *you* are a company, trust or corporation, there is a change in control of the company, trust or corporation including a change of legal or beneficial ownership of a controlling shareholding.

### 11.8 Continuation of Insurance

If *the Vessel* is at sea when *this insurance* expires, it will automatically continue until *the Vessel* arrives safely at her next port of call provided *you* notify *us* as soon as possible and agree to pay any additional premium which *we* require.

### 11.9 Due Diligence

*You* and *your Manager* (if any) must at all times exercise *due diligence* to keep *the Vessel* in a *seaworthy* condition, to see that she is properly fitted with all prudent safety equipment and to keep that equipment in good working order and to ensure that when left unattended she is properly moored and her accommodation and storage compartments are secured and locked, and to prevent pollution or the risk of pollution following damage to *the Vessel*.

#### **11.10 Legality**

It is a condition of *this insurance* that *you* and (so far as *you* can control the matter) anyone in command of *the Vessel* comply with any relevant laws and ensure that *the Vessel* conforms in all respects with any applicable safety regulations and obtain any permits or licences required by the law of any countries having jurisdiction over the waters in which *the Vessel* is navigated.

#### **11.11 New for Old**

We may make a deduction (in addition to the deductible provided for by Clause 8.9) in the case of claims for replacement of sails, protective covers, standing or running rigging or outboard motors of up to one third of the value of each item to represent the advantage to *you* of receiving a new item in place of an old one.

#### **11.12 Claims Procedure**

Failure to comply with any of the provisions of this Clause 11.12 may prejudice *your* claim.

- 11.12.1** If any event occurs which may give rise to a claim under any Section of *this insurance* *you* must give notice as soon as reasonably possible to Underwriting Risk Services. (details shown below).
- 11.12.2** In case of theft or malicious damage *you* must also notify the local police and port authority as soon as reasonably possible.
- 11.12.3** *You* must take all reasonable steps to avert or minimise any loss which would be recoverable under *this insurance* and to minimise liabilities to third parties. **In particular, *you* must not make any admission of liability for salvage or for any liability in respect of which *you* are insured under Section 6 and if *you* do so, *we* will not be obliged to indemnify *you* in respect of such salvage or other liability.** In addition to sums otherwise payable under *this insurance* *we* will pay the *reasonable costs* of any steps which *you* take in accordance with *your* obligations under this Clause 11.12.3 not exceeding the vessel value. Salvage charges, collision attack or defence costs and costs incurred by *you* in contesting liability under Clause 6.2 are not covered by this Clause.
- 11.12.4** *You* must cooperate fully with *us* in providing and obtaining any information and evidence and must permit *us* to take proceedings in *your* name (but at *our* expense) to recover compensation or secure an indemnity from any third party in respect of anything covered by *this insurance*.
- 11.12.5** If *you* make any claim, or any statement in connection with any claim, which *you* know to be false or fraudulent, or fail to disclose any *material information* in connection with a claim, *this insurance* will be void from its inception and *we* will be entitled to retain any premium paid.
- 11.12.6** If *your* claim is for the cost of repairs *you* must obtain and submit to *us* at least two quotations for those repairs.
- 11.12.7** Claims for repair will be paid only on submission of receipted repair accounts and a discharge form duly signed by *you* or on *your* behalf.

#### **11.13 Notices**

Any notice which *you* are required to give *us* can be given by letter, fax or email to Yachtsure (details as below). Any notice which *we* are required to give *you* can be given by registered post sent to *you* at the address shown in the Certificate.

#### **11.14.A. INSTITUTE EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE**

**This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith**

**In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:**

- 11.14.A.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- 11.14.A.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- 11.14.A.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- 11.14.A.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

#### **11.14.B INSTITUTE CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, ELECTROMAGNETIC WEAPONS AND CYBER ATTACK EXCLUSION CLAUSE**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:

- 11.14.B.1 any chemical, biological, bio-chemical or electromagnetic weapon
- 11.14.B.2 the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system.

#### **11.15 Proper Law**

Unless the Certificate provides to the contrary *this insurance* shall be governed by and construed in accordance with English law.

#### **11.16 Jurisdiction**

Unless the Certificate provides to the contrary *this insurance* is subject to the exclusive jurisdiction of the Courts of England and Wales.

#### **11.17 Cancellation and Return of Premium**

Either *you* or *we* may cancel *this insurance* by giving 30 days' written notice. On cancellation *we* will pay *you* a pro-rata return of premium in respect of the unexpired period of insurance. No return of premium will be payable in the event of a claim becoming payable under Clause 3.2.

## **12 COMPLAINTS PROCEDURE**

**Yachtsureinteractive**  
55 Gracechurch Street  
London, EC3V 0JP  
United Kingdom

Telephone: +44 (0)20 7550 3737

Email: [claims@yachtsureinteractive.com](mailto:claims@yachtsureinteractive.com)

If you are unable to resolve the situation and wish to make a complaint you can do so at any time by referring the matter to the Complaints Department at Lloyd's.

Their address is:

Complaints Department  
Lloyd's  
One Lime Street  
EC3M 7HA

Telephone: +44 (0)20 7327 5693  
Facsimile: +44 (0)20 7327 5225

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Complaints that can not be resolved by the Complaints Department may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

**Endorsement****Attaching to and forming part of Standard Conditions**

It is hereby understood and agreed that with effect from inception Condition 11.14.A and 11.14.B of the General Conditions is cancelled and replaced by the following:-

**a) INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE**

**This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith**

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

- 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
- 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

**b) INSTITUTE CYBER ATTACK EXCLUSION CLAUSE**

- 1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising 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.
- 1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.