

# Stay afloat / Pleasure craft policy



**This brochure gives you  
details of your policy**

**redefining / standards**



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**Stay Afloat Policy**

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## Stay afloat pleasure craft policy

**We** would like to take this opportunity to welcome **You** as a customer.

This booklet explains the terms of **Your** insurance contract between **You** and **Us**.

The **Schedule** and **Endorsements** are all part of the **policy**. **Your Policy** is evidence of the contract of insurance. The insurance contract will last for any period **We** have accepted **Your Premium** for.

Please read this booklet carefully as it is important that **You** understand the cover **Your Policy** provides. **We** have defined important words in bold print.

**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 properly, please contact **Your** insurance adviser or agent as soon as possible.

If there is a dispute which **We** cannot settle, **You** can ask for help from the Financial Ombudsman Service. Thank **You** for choosing AXA Insurance, **We** promise that **We** will always respect the trust **You** have placed in **Us**.

## Your Boat Policy

### Contract of insurance

On the basis that the information that **You** have given to **Us** is true and complete to the best of **Your** knowledge and belief, (subject to the terms and conditions of the **Policy** and any **Endorsements** applicable to it), **We** will insure **You** against loss, damage and legal liability, which happens during the **Period of Insurance** for which **We** have accepted **Your Premium**.

If the cover provided does not meet **Your** requirements **You** may return the **Policy** to the point of sale within 14 days from the date **You** bought it or the date **You** received **Your Policy** documentation, whichever is the later. **We** will give **You** a proportionate refund of any **Premium** **You** have paid provided **You** have not made a total loss claim.

Information **We** need to know about

**You** must take reasonable care to provide complete and accurate answers to the questions **We** 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.

- **We** may cancel **Your Policy** and refuse to pay any claim, or
- **We** may not pay any claim in full, or
- **We** may revise the **Premium** and/or change the compulsory **Excess**, or the extent of the cover may be affected.

**You** must let **Us** know immediately if there are any changes to the information set out in the certificate of insurance or on **Your Schedule**. **You** must also tell **Us** about the following changes:

- A change to the people insured, or to be insured.
- Criminal convictions for any of the people insured, or to be insured.
- A change in the craft mooring or storage location
- A change to the craft's original specification or any modifications
- Any change affecting ownership of the pleasurecraft
- Any change in the way that the pleasurecraft is used.

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If you are in any doubt, please contact **Your** insurance adviser.

When **We** are notified of a change, **We** will tell **Your** insurance adviser how this affects **Your Policy**, for example whether **We** are able to accept the change and if so, whether the change will result in revised terms and/or **Premium** being applied to **Your Policy**.

**You** should keep a written record, (including copies of letters), of any information **You** give to **Us**, or **Your** insurance adviser, when **You** renew this **Policy**.

**Your Policy** is valid for the **Period of Insurance** shown in **Your Schedule**.

## Definitions

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

**Agreed Value** – The **Sum Insured** shown in **Your Schedule** which represents the value of **Your Boat** as declared by **You** and agreed by both **You** and **Us**.

**Ashore** – out of the water and on land.

### **Cruising Limits**

The geographical area specified in **Your Schedule** within which **We** have agreed to insure **Your Boat**.

#### **Non-Tidal Waters of the United Kingdom**

Inland waters where there are no tides, including broads and fens. **You** can also travel along inland tidal stretches provided it is only to enter or leave the non-tidal system.

#### **Coastal Waters of the United Kingdom**

Waters around the coast up to a distance of 12 miles offshore. **You** can travel between two points in the **United Kingdom** by the most direct route, even though this might take **You** outside the 12 mile limit. **You** are not allowed to travel between **Great Britain** and the Isle of Man, or Northern Ireland, or the Channel Islands.

#### **Continental Waters between Brest and Elbe**

All tidal, coastal and inland waters between Brest and Elbe. **You** are not allowed to travel:

- further north than 61 degrees north;
- further east than 10 degrees east;
- further south than 48 degrees 10 minutes north; and
- further West than 12 degrees West.

#### **Inland and Coastal Waters of Europe**

Inland waters where there are no tides and waters around the coast up to a distance of 5 miles offshore.

#### **Mediterranean / Other Areas**

As per the **Cruising Limits** shown in **Your Schedule**. If **We** agree any other **Cruising Limit** it will be shown in **Your Schedule**.

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**You** can travel outside **Your Cruising Limits** if **You** are forced to by:

- The weather;
- any form of danger; or
- an order of a Government or legal authority.

### **Endorsement**

A written record of any alteration **We** agree to make to **Your Policy** that is shown in **Your Schedule**.

### **Engine Cut Out Device**

A device specifically designed, sold and marketed to stop the engine(s) automatically, if detached or released by the helmsman or another such other device approved by **Us**.

### **Europe**

For the purpose of this **Policy We** define **Europe** as:

Albania, Andorra, Austria, Belgium, Bosnia Herzegovina, Bulgaria, Crete, 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 Canaries, and the Balearics) Sweden, Switzerland, Turkey, Vatican City.

### **Excess**

The first amount of each claim **You** have to pay.

### **Fault (Faulty)**

A failure in or of the design, manufacture or installation of a component part of **Your Boat**.

### **Fire Extinguisher (Fire Extinguishing Systems)**

A pressurised device or devices specifically designed, sold and marketed to emit a suitable fire extinguishing medium.

### **First Aid**

Action taken by a competent mechanic to flush out and wash off **Machinery** with water, oil or any other recognised material or treatment to prevent further damage occurring to the **Machinery** following being immersed or partially immersed in water.



**Gradual Deterioration**

The continuous degradation of **Your Boat** caused by, wear and tear, rust, rot, oxidation, corrosion, electrolytic or galvanic action, wasting or weathering.

**Great Britain**

England, Scotland and Wales.

**Hitchlock**

A device specifically designed, sold and marketed to prevent a trailer being hitched to or unhitched from a towing vehicle. The **Hitchlock** must cover the bolts securing the tow hitch to the trailer chassis.

**Houseboat**

A boat that is permanently located or moored at a single location and used as a permanent place of residence.

**Identifiable Mark**

Name of craft, current post code or owner's name.

**In Commission**

When **Your Boat** is fitted out and ready for immediate use, including hauling out, launching and lifting by crane.

**Insured Property**

**Your Boat** together with the outboard motor, dinghy or tender, trailer or trolley, **Personal Belongings** and **Special Equipment** shown in **Your Schedule**.

**Laid Up**

When **Your Boat** is not fitted out and not ready for immediate use and is not used for any purpose other than fitting out or normal overhauling, (including hauling out and lifting by crane), for the period shown in **Your Schedule**.

**Loss of Limbs**

Loss by physical severance at or above the wrist or ankle or the total and permanent loss of use of one, or more than one entire hand, arm, leg or foot.

**Machinery**

Main and auxiliary engines, generators, air conditioning installations, electrical equipment, cables and fittings and any hydraulic equipment, piping and fittings, boilers and shafts.

**Outboard Motor Lock**

A device specifically designed, sold and marketed as a secure method to prevent theft of **Your** outboard motor, or another security method approved by **Us**.

(A padlock and chain is not sufficient)

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### Period of Insurance

The period which **You** have paid for and which **We** have accepted the **Premium** for.

### Permanent Total Disablement

Disablement which has lasted for at least 104 consecutive weeks and will in all probability prevent the insured person from engaging in any gainful employment of any and every kind for the remainder of their life.

### Personal Belongings

Clothes and other items that are worn or carried about **Your** person, that are not part of **Your Boat** or its gear and equipment (but not, cash, cash cards, credit cards, cheque cards, currency or bank notes, stamps, travel tickets, travellers cheques, bonds or securities; and/or furs, jewellery and watches).

### Personal Watercraft

A jetski or similar type of craft.

### Policy

This booklet and the **Schedule** make up **Your** insurance **Policy**. **You** should read them together as if they were one document.

### Premium

The amount of money that **You** pay, and **We** accept, for this insurance.

### Seaworthiness

Fit to encounter the ordinary perils of the sea, rivers, lakes, any other navigable waterways and suitably moored, crewed, equipped, fuelled, provisioned and with all equipment in proper working order. **Seaworthiness** applies not only to the hull but to all of **Your Boat** including its parts, gear, equipment and **Machinery**.

### Schedule

The document that makes the **Policy** personal to **You**. It sets out:

- i) the **Period of Insurance**;
- ii) details of **Your Boat**;
- iii) **Sums Insured**;
- iv) the **Cruising Limits**;
- v) who **We** are;
- vi) the periods for which **Your Boat** is allowed to be **in Commission** or should be **Laid Up**;
- vii) any **Endorsements** applying;
- viii) the **Excess**; and
- ix) the statement of price.

### **Special Equipment**

Items of electronic equipment or other items of equipment that **You** own and want to specify in **Your Schedule**, that **You** use on **Your Boat**.

### **Speedboat**

Any boat that is designed to travel at more than 17 knots.

### **Sum(s) Insured**

The values shown in **Your Schedule** for **Your Boat** and other **Insured Property**.

### **Third Party/Third Parties**

A person who makes a claim against anyone insured by this **Policy**.

### **Total Loss**

**Your Boat** is a **Total Loss** when it is totally destroyed or damaged so that it can no longer be used as a boat. If the cost of repairs is more than the value of **Your Boat**, **We** will call it a “constructive **Total Loss**”.

### **Total Loss of Sight**

Complete and irrecoverable loss of sight.

### **United Kingdom**

For the purpose of this **Policy** **We** define **United Kingdom** as comprising England, Scotland, Wales, Northern Ireland, Isle of Man and the Channel Islands.

### **We/Us/Our**

AXA Insurance UK plc  
Civic Drive, Ipswich IP1 2AN  
Registered Office:  
5 Old Broad Street, London  
EC2N 1AD.

Registered in England No. 78950

Main business: Insurance Company

A member of the AXA Group of Companies.

AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

### **Wheel Clamp**

A device that is specifically designed, sold and marketed to prevent a wheel being turned or removed.

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### **You, Your, the Policyholder**

The person whose name is shown in **Your Schedule** or any other person who is navigating or in charge of **Your Boat** with **Your** permission who **We** provide cover for.

### **Your Boat**

The hull, superstructure, rig, fittings, **Machinery**, gear and fitted equipment that would normally be sold with the boat.

## Section 1 – Loss or Damage

### Subject to the exclusions noted below:

#### 1.1 You can claim for:

- 1.1.1 Loss of or damage to **Your Insured Property** shown in **Your Schedule** directly caused by an accident, including fire, theft, malicious damage and vandalism;
- 1.1.2 gear, equipment or **Machinery** stolen from **Your Boat** or from a locked storage place on shore. **We** will only provide cover if the theft is by someone forcing their way into or out of **Your Boat** or locked storage place, or if they remove it by force;
- 1.1.3 loss or damage occurring while **Your Boat** is being transported by road, rail, air or ferry. This cover only applies if **Your Boat** is up to 9 metres (30 feet) long;
- 1.1.4 loss or damage occurring during hauling out, launching and lifting by crane and including fitting out and overhauling;
- 1.1.5 loss or damage to the rudder, propeller, shaft, **Machinery**, electrical equipment and their connections, caused by **Your Boat** hitting an object that is underwater or partly underwater;
- 1.1.6 accidental damage caused by **Faults** that **You** could not know about.

#### 1.2 You can also claim for:

- 1.2.1 Salvage charges  
**We** will pay the reasonable costs of saving **Your Boat** from a loss which **You** would be insured for under **Your Policy**.
- 1.2.2 Sighting costs  
**We** will pay the cost of inspecting the underwater part of the hull of **Your Boat** after a stranding, even if there is no damage.
- 1.2.3 Pollution costs  
Loss or damage might be caused to **Your Boat** by an authority trying to stop or reduce a pollution threat. As long as **You** have done everything possible to stop or reduce the threat, **We** will pay for the loss or damage to **Your Boat** caused by the authority.

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### 1.3 Exclusions - We will not pay for:

- 1.3.1 loss of value because of age and use;
- 1.3.2 loss of value of **Your Boat** after it has been repaired;
- 1.3.3 the cost of repairing or replacing any part that is lost or damaged because it was **Faulty**;
- 1.3.4 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;
- 1.3.5 any damage that is not repaired, in addition to a **Total Loss** in any **Period of Insurance**;
- 1.3.6 loss of or damage to or failure of **Machinery** or electronic equipment caused solely by the breakdown, failure or derangement of a component part;
- 1.3.7 loss of or damage caused by:
  - 1.3.7.1 **Gradual Deterioration**, unless the **Gradual Deterioration** could not have been identified by routine inspection and /or prevented by servicing, maintenance or recommended replacement in accordance with engineers, surveyors or manufacturers advice;
  - 1.3.7.2 osmosis
  - 1.3.7.3 insects, marine borers, barnacles, marine growth, fungi or molluscs;
  - 1.3.7.4 scratching, denting or bruising while **Your Boat** is being transported;
- 1.3.8 loss of or damage to:
  - 1.3.8.1 tenders or dinghies that do not have an **Identifiable Mark** permanently shown on them;
  - 1.3.8.2 masts, spars and fittings, sails and standing or running rigging while **You** are racing **Your Boat** unless **Endorsement F, K or M** is shown in **Your Schedule**;
  - 1.3.8.3 or failure of **Machinery** if **Your Boat** is:
    - a) over three years of age from the date of completion of build; or
    - b) has an actual or maximum design speed, under engine

power of over of 17 knots.

unless caused by:

- i) accidental incursion of water into the hull, but not the engine alone, or
- ii) **Your Boat** being stranded, sunk, burnt, on fire, impact between **Your Boat** and any external substance including ice (but not water); or
- iii) the seawater intake being accidentally obstructed by an external substance including ice (but not water); or
- iv) theft or malicious persons; or
- v) fire or accidental damage whilst removed from **Your Boat** and in a place of storage, or
- vi) accidents occurring whilst the **Machinery** is being removed from or placed in **Your Boat** or from or into a place of storage, or
- vii) freezing, provided that the **Machinery** has been maintained in accordance with the manufacturers' recommendations by a competent mechanic and the **Machinery** has been protected by the appropriate anti-freeze mixed and inserted in accordance with manufacturers specification.

- 1.3.8.4 **Personal Belongings**, unless they are shown in **Your Schedule** and **Endorsement E** applies;
- 1.3.8.5 stores, moorings, fishing gear, diving equipment, wet suits, dry suits, tow ropes, water skis, wakeboards, kneeboards or similar equipment.
- 1.3.8.6 any personal expenses **You** pay because of loss of or damage to **Your Boat**;
- 1.3.8.7 **Special equipment**, unless it is shown in **Your Schedule**;
- 1.3.8.8 **Your** outboard motors if they are stolen from **Your Boat**, unless they are securely fastened by an **Outboard Motor Lock** as well as their normal fitting device;
- 1.3.8.9 **Your** trailer, or any **Insured Property** on **Your** trailer if it is stolen, unless the trailer is secured by a **Hitchlock** or **Wheel Clamp**; or

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- 1.3.8.10 **Your Speedboat** on a trailer if it is stolen, unless the trailer is secured by a **Wheel Clamp**:
  - i) When it is unhitched from a towing vehicle;
  - ii) at all times between sunset and sunrise; and
  - iii) at any other time when it is parked attached to a towing vehicle and left unattended or out of direct line of sight.
- 1.3.8.11 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.

### 1.4 Special conditions applying to Section 1

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

While it is in transit **Your Boat** must be:

- 1.4.1 carried on a trailer fit for the purpose and towed by a suitable vehicle; or
- 1.4.2 fitted in a purpose built cradle and carried by a professional haulier; or
- 1.4.3 secured or fastened to a vehicle roof rack, provided this is a suitable method of transit for **Your Boat**.

### 1.5 The amount We will pay under Section 1

- 1.5.1 For a **Total Loss** – if **Your Boat** is a **Total Loss**, the most **We** will pay is the **Market Value** of **Your Boat** up to the **Sum Insured** shown in **Your Schedule** unless **Endorsement P** is shown in **Your Schedule**
- 1.5.2 For a partial loss – if **Your Insured Property** is lost or damaged, **We** will choose to either:
  - 1.5.2.1 pay for the reasonable cost of repairs;
  - 1.5.2.2 pay for a replacement part and the reasonable costs connected with the replacement; or
  - 1.5.2.3 make a cash payment based on the cost of an equivalent replacement.
- 1.5.3 For salvage charges – expenses reasonably and necessarily incurred.
- 1.5.4 For sighting costs – the reasonable costs incurred provided **We** have



agreed in writing first.

1.5.5 **We** will not reduce **Your** claim if **We** replace old materials with new, except for:

- i) Sails;
- ii) protective covers;
- iii) running rigging;
- iv) batteries; and
- v) **Personal Belongings**.

If **We** replace these items with new ones, **We** may reduce **Your** claim, because of the age and condition of the item.

1.5.6 **We** may deduct up to 50% of the cost of:

1.5.6.1 repainting, altering or, replacing parts of **Your Boat** that are undamaged in order to match parts that are damaged

1.5.6.2 replacing any item rendered obsolete or is no longer legally compliant by loss and/or damage to any other item

1.5.7 In the event of loss or damage to outboard motors **We** will pay the current market replacement price less 10% per annum up to a maximum of 50%.

1.5.8 **We** will not pay for more than the **Sum Insured** shown in **Your Schedule**, unless the costs are for salvage charges or sighting costs.

## **Section 2 - Liabilities to Third Parties and Passengers**

Subject to the exclusions noted below **You** can claim:

- 2.1** All sums that **You** legally have to pay as a result of owning **Your Boat**, for:
  - 2.1.1 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 Boat**;
  - 2.1.2 damage to any other Property, including other boats, piers, docks, wharves, jetties or pontoons;
  - 2.1.3 raising or attempted raising, removing or destroying the wreck of **Your Boat** or if **You** fail to remove or destroy it; or
  - 2.1.4 pollution caused by **Your Boat** as a result of loss or damage that **We** insure.
- 2.2** This insurance will also insure anyone else who is navigating or in charge of **Your Boat** with **Your** permission, but **We** will not insure:
  - 2.2.1 Shipyard operators or their employees;
  - 2.2.2 repair yard operators or their employees;
  - 2.2.3 slipway operators or their employees;
  - 2.2.4 yacht club operators or their employees;
  - 2.2.5 marina operators or their employees;
  - 2.2.6 delivery skippers or their employees or crew (unless specifically agreed by **Us**);
  - 2.2.7 sales agencies or their employees; or
  - 2.2.8 any other similar organisations.
- 2.3 The amount We will pay under Section 2**
  - 2.3.1 The most **We** will pay under this section is the amount shown in **Your Schedule** under the **Third Party** and passenger cover limit. This applies to each accident or series of accidents that are caused by the same event.
  - 2.3.2 As long as **We** have agreed in writing, **We** will also pay for:
    - 2.3.2.1 All **Your** legal costs in settling or defending a claim; and
    - 2.3.2.2 solicitor's fees and all expenses relating to official enquiries or coroner's inquests.

**2.4 Exclusions - We will not pay claims for:**

- 2.4.1 Death, injury or illness of anyone **You** employ in connection with the operation of **Your Boat**;
- 2.4.2 death, injury or illness of an employee of anyone using **Your Boat**;
- 2.4.3 fare-paying passengers (unless specifically agreed by **Us**);
- 2.4.4 water skiers or anything similar operating with **Your Boat**, until they are safely back on board **Your Boat** (unless **We** have specifically agreed and **Endorsement H** is shown in **Your Schedule**);
- 2.4.5 parascenders or participants in any other activity which takes place in the air, operating with **Your Boat**, until they are safely back on board **Your Boat**;
- 2.4.6 divers operating from **Your Boat**, until they are safely back on board **Your Boat**;
- 2.4.7 accidents while **Your Boat** is in transit by or attached to a mechanically propelled road vehicle or caused by any trailer **We** insure, except when it is deliberately uncoupled from the towing vehicle;
- 2.4.8 accidents while **Your Boat** is in transit by rail, air, ferry or sea;
- 2.4.9 liability of any sort which comes under the Employers Liability Acts or any other law relating to workmen; and
- 2.4.10 any punitive or exemplary damages.

### Section 3 – Personal Accident

This section of **Your Policy** insures **You** and **Your** passengers for accidental death or accidental injury while **You** or they are on **Your Boat**, or getting on or off it.

#### 3.1 Cover

Subject to the exclusions **We** will pay the following benefits:

- 3.1.1 Death £15,000;
- 3.1.2 **Loss of Limbs** (one or more) £15,000;
- 3.1.3 **Total Loss of Sight** in one or both eyes £15,000;
- 3.1.4 **Permanent Total Disablement** £15,000;

#### 3.2 Medical expenses

Subject to the exclusions **We** will pay up to £500 for any one incident for any doctors' or surgeons' fees for emergency treatment if **You** or **Your** passengers are injured because:

- 3.2.1 **Your Boat** hits another boat;
- 3.2.2 **Your Boat** hits another object; or
- 3.2.3 **Your Boat** sinks.

#### 3.3 Exclusions - **We** will not pay:

- 3.3.1 If death or disablement happens more than 12 months from the date **You** or **Your** passengers have been injured;
- 3.3.2 for anybody over 76 at the time of the accident;
- 3.3.3 If **You** and/or any passenger is under 16 years of age at the time of accident, the benefit of "Death" is limited to £10,000.
- 3.3.4 **You** or **Your** passengers compensation under more than one of the categories shown above for the same accident;
- 3.3.5 more than £60,000 in any one **Period of Insurance**;
- 3.3.6 **You** or **Your** passengers benefit if **You** or **Your** passengers are paid compensation under Section 2 – Liabilities to Third Parties and Passengers of **Your Policy**.
- 3.3.7 for death or disablement resulting from:
  - 3.3.7.1 Incidents occurring while **Your Boat** is used for any purpose other than private pleasure;
  - 3.3.7.2 suicide or attempted suicide or wilful exposure to danger (except in an attempt to save human life); or
  - 3.3.7.3 the influence of intoxicating liquor or drugs (other than drugs taken under medical supervision and not for the treatment of drug addiction).

## **Section 4 – General Exclusions**

The following exclusions apply to the whole of **Your Policy**.

### **4.1 Terrorism**

**You** are not insured for 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.

For the purpose of this exclusion 'terrorism' means the use of biological, chemical and/or nuclear, chemical and/or nuclear force or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public in fear. However losses caused by or resulting from riot, riot attending a strike, civil commotion and malicious damage are not excluded hereunder.

### **4.2 Radioactive contamination**

**You** are not insured for any loss or damage to any Property or damage or additional expense following on from the event for which **You** are claiming and any legal liability directly or indirectly caused by or contributed to by or arising from:

1. ionising radiations or contamination by radioactivity from any irradiated fuel or from any nuclear waste from the combustion of nuclear fuel
2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component

### **4.3 Sonic bangs**

**You** are not insured for loss or damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

### **4.4 War risks**

**You** are not insured for any 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.

### **4.5 Riots and civil commotion**

**You** are not insured for any loss, damage or liability caused by or happening through riot or civil commotion outside the **United Kingdom**, the Isle of Man or the Channel Islands.

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### 4.6 Use of Your Boat

Unless **We** agree by **Endorsement** and it is specified in **Your Schedule**, **You** are not insured for any claims if **You** use **Your Boat**:

- 4.6.1 for hire or charter;
- 4.6.2 for anything except **Your** own private pleasure;
- 4.6.3 as a **Houseboat**; or
- 4.6.4 outside the **Cruising limits** shown in **Your Schedule**.

### 4.7 Other losses

**You** are not insured for:

- 4.7.1 Any losses that are not directly associated with the incident that caused **You** to claim, unless expressly stated in **Your Policy**.

### 4.8 Date recognition

**You** are not insured for:

- 4.8.1 Loss or damage arising from, or consisting of, the failure or inability of any equipment or any computer programme to recognise or to correctly interpret or process any date as the true or correct date, or to continue to function beyond that date;

This does not exclude any resulting loss or damage otherwise insured by this **Policy**.

## Section 5 – General Conditions

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

### 5.1 Your duty of care

In arranging **Your** insurance **We** will ask a number of questions which **You** are required to answer. **You** must take reasonable care to answer all the questions honestly, to the best of **Your** knowledge and provide full answers and relevant details. If **You** do not answer the questions correctly, **Your Policy** may be cancelled, or **Your** claim rejected or not fully paid. Where help text is provided in relation to a question please ensure that **You** read this fully to ensure the correct answer is provided.

5.1.1 If any of the information provided by **You** changes after **You** purchase **Your Policy** and during the **Period of Insurance** please provide **Us** with details.

In particular **You** must advise if:

- a) **You** change **Your** address
- b) **You** change **Your Boat** or buy extra gear or equipment

If the information provided by **You** is not complete and accurate:

- i) **We** may cancel **Your** Policy and refuse to pay any claim; or
- ii) **We** may not pay any claim in full; or
- iii) **We** may revise the Premium and/or change any Excess, or the extent of the cover may be affected.

5.1.2 **We** will only provide the insurance described in **Your Policy** if:

- 5.1.2.1 anyone claiming under **Your Policy** has met all the relevant conditions;
- 5.1.2.2 **You** have taken all reasonable steps to maintain and keep **Your Boat** and all its gear and equipment in a proper state of repair and **Seaworthiness**;
- 5.1.2.3 **You** have taken all reasonable steps to protect **Your Insured Property** from loss or damage;
- 5.1.2.4 following the immersion or partial immersion of **Your Boat's** Machinery, immediate **First Aid** must be administered.
- 5.1.2.5 in the event of a claim under **Your Policy** **You** have taken all reasonable and necessary actions to minimise and prevent further loss or damage.

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### 5.2 New ownership

If **You** sell **Your Boat** or transfer it to new ownership or if a company owns **Your Boat** and there is a change in the controlling interest of the company, **We** will cancel **Your Policy** from the date of the sale, transfer or change. **We** will not recognise any interest or transfer of interest or assignment of this **Policy** unless **We** have agreed and noted it in **Your Schedule**.

### 5.3 Fraudulent claims

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

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

5.3.1.1 Make a claim under the **Policy** knowing the claim to be false or fraudulently exaggerated in any respect; or

5.3.1.2 make a statement in support of a claim knowing the statement to be false in any respect; or

5.3.1.3 submit a document in support of a claim knowing the document to be forged or false in any respect; or

5.3.1.4 make a claim in any respect of any loss or damage caused by **Your** willful act or with **Your** connivance.

5.3.2 Then

5.3.2.1 **We** shall not pay the claim;

5.3.2.2 **We** shall not pay any other claim which has been made under the **Policy**;

5.3.2.3 **We** may at **Our** option declare the **Policy** void;

5.3.2.4 **We** shall be entitled to recover from **You** the amount of any claim already paid under the **Policy** since the last renewal date;

5.3.2.5 **We** shall not make any return of **Premium**; and

5.3.2.6 **We** may inform the police of the circumstances.

### 5.4 Cancellation

Statutory cancellation rights

5.4.1 **You** may cancel this **Policy** within 14 days of receipt of the **Policy** documents (new business) or the renewal date (the cancellation period) by writing to **Your** intermediary or insurance advisor during the cancellation **period**. **We** will give **You** a full refund of any **Premium You** have paid provided **You** have not made and are not intending to make a claim and that no incident likely to give rise to a claim has occurred.

5.4.2 **You** may cancel this **Policy** at any time by providing prior written



notice to the above address. Providing **You** have not incurred eligible claims during the period **We** have been on cover **We** will retain an amount of the **Premium** in proportion to the time **You** have been on cover and return the balance to **You**.

If **You** cancel **Your Policy**, **We** will return part of **Your Premium** as long as **You** have sold **Your Boat**. **We** will not give **You** a return of **Premium** for any other reason.

#### 5.4.3 Our right to cancel **Your Policy**

Non payment of premium by **You**

- There are no days of grace for payment of **Premium** under **Your Policy**, **We** reserve the right to cancel **Your Policy** from inception in the event of non payment of **Premium** either via **Your** intermediary or to a **Premium** payment supplier if used. If **We** cancel **Your Policy** because they have been unable to collect the **Premium** by direct debit instalments, we will charge a cancellation fee to take account of their costs in providing **Your Policy** and for recovering any **Premium** owed to them for the **Period of Insurance**.

Other reasons **We** may cancel **Your** policy

**We** have the right to cancel **Your Policy** at any time by giving **You** fourteen days notice in writing where there is a valid reason for doing so. **We** will send **Our** cancellation letter to the latest address **We** have for **You** and will set out the reason for cancellation in **Our** letter. Valid reasons may include but are not limited to:

- Where **You** are required in accordance with the terms of this **Policy** to co-operate with **Us**, or send **Us** information or documentation and **You** fail to do so in a way that affects **Our** ability to process a claim, or **Our** ability to defend **Our** interests. In this case **We** may issue a cancellation letter and they will cancel **Your Policy** if **You** fail to co-operate with **Us** or provide the required information or documentation by the end of the 14 day cancellation notice period;
- Where there is a failure by **You** to take care of **Your Boat** as required by section 5.1.2.2 of **Your Stay Afloat Policy**;
- Failure to provide adequate and correct information;
- Where **We** reasonably suspect fraud; or
- Use of threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or suppliers.

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If **We** do cancel **Your** policy, **We** will refund the part of **Your Premium You** have not yet used less a cancellation fee to take into account **Our** costs in providing **Your Policy**. The fees are detailed in **Your Schedule**.

If **We** cancel **Your** Stay Afloat **Policy** at any time, **We** will automatically cancel any cover provided by the additional services and benefits **You** chose with **Your** main **Policy** cover. The **Premium You** have paid for these additional services and benefits will also be refunded less a pro rata charge for the time **You** have been on cover.

### 5.5 Engine Cut Out Device

**You** must maintain in an efficient working order and use correctly any **Engine Cut Out Device** fitted to **Your Boat** at all times whilst **Your Boat** is underway.

### 5.6 Fire Extinguisher (Fire Extinguishing Systems)

**You** must ensure that any **Fire Extinguishers** or **Fire extinguishing systems** on **Your Boat** are adequate, suitable for the use intended, are maintained within serviceable date and kept in efficient working order at all times.

### 5.7 Whilst Laid Up

During the **Laid Up** Period **Your Boat** must not have any stores on board and all portable items including **Personal Belongings** and **Special Equipment** must be removed from **Your Boat** and stored **Ashore** in a locked building.

### 5.8 Other insurance

If **You** make any claim under this **Policy** and there is another insurance policy that insures the same loss, **We** will only pay **Our** share of the claim. This condition does not apply to the Personal Accident section.

### 5.9 Choice of Law

**You** and **We** can choose the law which applies to this **Policy**. **We** propose that the Law of England and Wales apply. Unless **We** and **You** agree otherwise, the Law of England and Wales will apply to this **Policy**.

## Section 6 – General Terms

The following terms apply to the whole of **Your Policy**.

### 6.1 No claims bonus

We will reduce the **Premium You** pay to renew **Your Policy** by the amount shown below but only if:

- 6.1.1 the net **Premium** after deduction of any no claims discount is not less than the minimum **Premium** charged by **Us**; and
- 6.1.2 the **Policy** has been in force for 12 consecutive months (including an **In Commission** period of not less than 4 months); and
- 6.1.3 **You** renew **Your Policy** (including an **In Commission** period of not less than 4 months); and
- 6.1.4 no claim has been made under **Your Policy** and,
- 6.1.5 **Endorsement N - No claims bonus deleted** does not appear on **Your Schedule**

Number of claim free years	Percentage <b>Your Premium</b> will reduced by
One year	5%
Two years	10%
Three years	15%
Four years	20%
Five years or more	25%

### 6.2 Protected No Claims Bonus

If **You** have earned five years or more no claims bonus **We** will not reduce **Your** no claims bonus unless **You** have two or more claims in any **Period of Insurance**.

### 6.3 Reduction of No claims Bonus

If **You** have a claim under **Your Policy** and;

- 6.3.1 **Your** no claims bonus is not protected, **Your** no claims bonus will be reduced by a maximum of two years for each claim during the **Period of Insurance**.
- 6.3.2 **Your** no claims bonus is protected and **You** have two or more claims during any **Period of Insurance** **Your** no claims bonus will be reduced by 2 years following the second claim and by a further two years for each subsequent claim.

### 6.4 In Commission Period Extension

If **Your Boat** is not **Laid Up** out of commission at the start of the **Laid Up** period shown in **Your Schedule**, **We** will automatically extend **Your In Commission** period for up to 15 days without **You** telling **Us**. This automatic extension will not extend past 1st November.

## **Section 7 – Claims**

If **You** have an accident or loss **You** might want to claim for under **Your Policy**, **You** must contact **Your** insurance adviser / agent for a claim form and instructions. Send the completed claim form back to them as soon as possible, even if **You** are still awaiting estimates.

### **7.1 What You should or should not do:**

- 7.1.1 **You** must tell the police about any theft, attempted theft, vandalism, malicious damage or loss of **Your Insured Property**. **We** will not pay **Your** claim if **You** fail to do this;
- 7.1.2 **You** must not admit responsibility for any incident or pay, or negotiate any claim unless **We** have given **You** permission;
- 7.1.3 **You** must send all claims, letters, summonses or legal documents to **Your** insurance adviser / agent as soon as possible. **You** must not reply to any of these documents.
- 7.1.4 **We** can take over the defence or settlement of any claim.
- 7.1.5 **We** can also take legal action to get back any payment **We** have made under **Your Policy**. **You** must give **Us** permission to take this action in **Your** name and **You** must help **Us** as far as possible.
- 7.1.6 **We** can get or ask **You** to get estimates for repairs and **We** can decide where repairs can be done.

## Section 8 – Endorsements

These **Endorsements** only apply when they are shown in **Your Policy Schedule**.

### Endorsement A – Excess

**You** must pay the first part of each claim under Section 1 – Loss or Damage of **Your Policy**, up to the amount shown in **Your Schedule**. If **Your Boat** is a **Total Loss** **You** do not have to pay the **Excess**.

### Endorsement B – Taken Ashore condition

**You** must take **Your Boat Ashore** at all times:

- i) When it has nobody on board; and
- ii) between sunset and sunrise.

### Endorsement C – Small craft mooring permission

**You** can leave **Your Boat** afloat at the mooring shown in **Your Schedule** between 1st May and 30th September each year. At all other times **You** must take it **Ashore**:

- i) When it has nobody on board; and
- ii) between sunset and sunrise.

### Endorsement D – Continental Use

**You** can take **Your Boat** and use it on **Inland and Coastal Waters of Europe**, for up to 30 days at any one time.

### Endorsement E – Personal Belongings

**We** will insure **Your Personal Belongings** (including those belonging to members of **Your** family that are living with **You** all the time) against loss or damage.

**We** will only insure **Your Personal Belongings** while **You** are taking them from **Your** home or business address to **Your Boat** or back again and while they are on board **Your Boat**.

The most **We** will pay is the amount shown in **Your Schedule** against the **Personal Belongings Sum Insured**.

The most **We** will pay for any single item is £250 unless noted in **Your Schedule** with a **Sum Insured** against that item.

**We** will not pay claims for or caused by:

- i) brittle articles that are broken, unless they are broken by thieves, burglars, fire, stranding, sinking or collision;
- ii) moths, vermin, damp, mould, mildew, mechanical or electrical breakdown or failure, electronic or computer breakdown or failure;
- iii) loss of value because of age or use;

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- iv) theft of, loss of or damage to cash, cash cards, credit cards, cheque cards, currency or bank notes, stamps, travel tickets, travellers cheques, bonds or securities; and
- v) theft of or loss of or damage to furs, jewellery and watches.
- vi) theft of or loss of or damage to wetsuits, dry suits, buoyancy aids, tow ropes, waterskis, wakeboards, kneeboards or sports equipment of any kind whilst being used.
- vii) the first £100 of any claim or **Policy Excess** shown in **Your Schedule** which ever is the lower.

### **Endorsement F – Racing cover (sailing boats only)**

**We** insure loss of or damage to masts, spars and fittings, sails and standing or running rigging while **You** are racing **Your Boat**. The most **We** will pay is the amount shown in **Your Schedule** against these items.

The **Excess** will apply to these claims.

### **Endorsement G – Speedboat clauses**

When **Your Boat** is underway **You** or another experienced person must be on board and in control of **Your Boat**.

**We** will not pay any claim for:

- i) Loss, damage, liability or any salvage services while **Your Boat** is racing or taking part in speed tests or trials;
- ii) loss or damage to turbojet **Speedboats**, unless they are taken out of the water in the normal way and not run ashore under their own power;
- iii) loss or damage by fire or explosion, if **Your Boat** is fitted with inboard **Machinery**, unless **Your Boat** is fitted with;
  - a) a remote controlled, (the controls must be operated from the steering position), or automatic **Fire Extinguishing Systems** in the engine compartment and, if possible, the tank space (**We** may accept another system if **You** tell **Us**); and
  - b) manually operated **Fire Extinguishers** and a fire blanket in the galley area.

### **Endorsement H – Water skiers' liability**

**We** insure liability to and caused by anyone being towed on water skis, mono-skis, kneeboards or similar equipment, behind **Your Boat**. The most **We** will pay is the amount shown in **Your Schedule** under the water skiers liability limit.

### **Endorsement I – Third Party only insurance**

**We** insure legal liability to **Third Parties** and passengers only, as shown in Section

2 – Liabilities to Third Parties and Passengers of **Your Policy**.

### **Endorsement J – Marina benefits**

If **Your Boat** is on its permanent marina berth or **Ashore** at the same location, **We** will not:

- i) Take **Your Policy Excess** off any claim under Section 1 – Loss or Damage of **Your Policy**; or
- ii) Reduce **Your** no claim bonus for any claim under Section 1 – Loss or Damage of **Your Policy**.

### **Endorsement K – Racing cover (sailing dinghies only)**

**We** insure loss of or damage to masts, spars and fittings, sails and standing or running rigging while **You** are racing **Your Boat**. The **Excess** will apply to these claims.

### **Endorsement L – Personal Watercraft**

1. **We** will not pay for:

1.1. Theft of the **Personal Watercraft**, unless the following security precautions have been taken:

- (a) When the **Personal Watercraft** is at its permanent place of storage it must be kept in a locked building and secured to the trailer by a hardened steel chain or multi-strand stainless steel wire cable which should be fitted with a hardened steel close shackle padlock. The trailer must also be fitted with a **Wheel Clamp**.
- (b) When the **Personal Watercraft** is not at its permanent place of storage it must be securely locked to an appropriate immovable object and secured by a **Wheel Clamp** or securely locked to a road vehicle.

1.2 The first 10% or £500, whichever is the greater, for any claim for theft or attempted theft. (**Endorsement A** does not apply to claims for theft).

1.3 Loss or damage caused by launching or beaching the **Personal Watercraft** under power.

1.4 Loss or damage caused by the ingestion of foreign objects into the jet unit of the **Personal Watercraft**.

1.5 Loss of or damage to the **Personal Watercraft**, or for any liability, arising as a result of any **Engine Cut Out Device** being inoperative.

2. **We** will not pay for any claims arising from **Your Personal Watercraft** whilst;

2.1 being used in any area from which they are specifically excluded by any local authority.

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- 2.2 towing any inflatable toy that carries more than two people.
- 2.3 towing "Air Chairs" or any hydrofoil type devices.
- 2.4 being driven by drivers under 21 unless specifically agreed by **Us**.
- 2.5 engaged in any stunt, racing or white water use.

### **Endorsement M – Racing Cover (sailing boats only)**

**We** will insure loss of or damage to masts, spars and fittings, sails and standing or running rigging while **You** are racing **Your Boat**. The most **We** will pay is the amount of these items as specified in the **Schedule**. A deduction of one third will apply to these claims prior to the application of the **Policy Excess**.

Where a deduction is made from the claim according to the provisions of this **Endorsement** and where a deduction would also be applicable according to the provisions of **Endorsement A - Excess**, **We** will waive the lower of these deductions.

### **Endorsement N – No Claim Bonus Deleted**

The no claims bonus allowance contained within **Your Policy** is deleted and does not apply.

### **Endorsement P – Agreed Value**

Section 1 – Loss or Damage clause 1.5.1 is deleted and replaced by the following:

- 1.5.1 For a **Total Loss** – if **Your Boat** is a **Total Loss**, **We** will pay the **Agreed Value** of **Your Boat** shown in **Your Schedule** or **We** will provide **You** with a replacement boat as similar in age, type and condition as possible to **Your Boat**.



## Complaints Procedure

### Making a complaint, Our promise to you.

**We** aim to provide the highest standard of service to every customer at all times. However, **We** do realise that things do sometimes go wrong and when this occurs, **We** are committed to resolving matters as soon as possible.

**We** will try to resolve **Your** complaint within 10 working days from the date that **You** contact Us. For more complex issues, **We** may need a little longer to look into what has happened and be able to offer a resolution. If this is the case then **We** will let **You** know, and provide **You** with regular updates until **Your** complaint has been resolved.

As part of **Our** promise **We** will:

- a) Treat **You** fairly;
- b) Acknowledge **Your** complaint promptly;
- c) Investigate quickly and thoroughly;
- d) Keep **You** fully updated of **Our** progress;
- e) Do everything possible to resolve **Your** complaint; and
- f) Use the information from complaints to continuously improve **Our** service.

If **You** have a complaint regarding **Your Policy** or claim, please contact **Us** in one of the following ways:

- By telephoning **Us** on 01473 205926
- By writing to Head of Customer Care, AXA Insurance, Civic Drive, Ipswich, IP1 2AN
- By e-mailing; [customercare@axa-insurance.co.uk](mailto:customercare@axa-insurance.co.uk)
- By fax on 01473 205101

Please ensure that **You** have **Your** Policy number or claim reference number to hand, if telephoning, and that it is quoted on all correspondence sent to **Us**. Please also ensure that **Your** correspondence is headed "Complaint" and gives

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full details of the reason for **Your** complaint and encloses any substantiating documentation.

In the event that a complaint should be dealt with by another party, **We** will pass details to that party but will let **You** know when this happens.

If **You** are unhappy with the outcome of **Your** complaint, or if **We** have been unable to resolve it within 8 weeks, **You** may be eligible to ask the Financial Ombudsman Service (FOS) to carry out an independent review. The FOS is an independent body that arbitrates on complaints about general insurance products. Further details of the FOS can be obtained from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). Their contact details are:

### **Financial Ombudsman Service**

**South Quay Plaza**

**183 Marsh Wall**

**London**

**E14 9SR**

**Tel: 0300 123 9123 or 0800 023 4567**

**Fax: 020 7964 1001**

**E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)**



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