

**ENDORSEMENT V: MARINE LEGAL PROTECTION****Cover**

- 1 Cover applies to the insured person referred to in the main schedule. We agree to provide indemnity as long as:
- 1.1 the premium has been paid
- 1.2 the date of occurrence of the insured incident is during the period of the insurance and it happens within the territorial limit.
- 1.3 any legal proceedings are dealt with by a court, or other body which we agree to, in the territorial limit.
- 1.4 For civil claims, it is always more likely than not that an insured person will recover damages (or obtain any other legal remedy which we have agreed to) or make a successful defense.
- 2 For all insured incidents we will help in appealing or defending an appeal as long as the insured person tells us within the time limits allowed that they want us to appeal. Before we pay the costs and expenses for appeals we must agree that it is always more likely than not that the appeal will be successful.
- 3 We will only pay the costs and expenses charged by a representative appointed by us.
- 4 The most we will pay for all claims in any one policy period is £10,000.

**Insured Incidents**

We will negotiate for the insured persons legal rights after an event which causes damage to the insured boat or to personal property in it.

**What is not covered**

- 1 Any claim reported to us more than 60 days after the insured person should have known about the insured incident.
- 2 Costs and expenses incurred before our written acceptance of a claim.
- 3 Any claim relating to the following:
- 3.1 an insured persons dishonesty or violent behavior
- 3.2 a contract regarding an insured persons profession, business or employment or the use of the boat for business or reward.
- 3.3 the settlement payable under an insurance policy.
- 4 Fines, penalties, compensation or damages which an insured person is ordered to pay by a court or other authority.
- 5 Defending an insured persons legal rights after an event which causes the death of or bodily injury to, an insured person.
- 6 Any legal action an insured person takes which we or the representative have not agreed to or where the insured person does anything that hinders us or the representative.
- 7 A claim directly or indirectly caused by or resulting from any device failing to recognize, interpret, or process any date as its true calendar date.
- 8 Any claim caused by, contributed to or arising from:
- 8.1 ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
- 8.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it.
- 8.3 war invasion, terrorism, foreign enemy hostilities (whether war be declared or not), Civil war, rebellion, military force or coup.
- 8.5 pressure waves caused by aircraft or any other airborne devices traveling at sonic or supersonic speeds.

**Conditions that apply**

- 1 An insured person must:
- 1.1 keep to the terms and conditions of this policy and endorsement
- 1.2 try to prevent anything from happening that may cause a claim
- 1.3 take reasonable steps to keep any amount we have to pay as low as possible
- 1.4 send everything we ask for in writing
- 1.5 give us full details in writing of any claim as soon as possible and give us any information we need.
- 2 We can take over and conduct in the name of an insured person any claim or legal proceedings at any time. We can negotiate any claim on behalf of an insured person.
- 2.1 In all circumstances we are free to choose a representative.
- 2.2 Any representative will be appointed by us and represent an insured person according to our standard terms of appointment. The representative must co-operate fully with us at all times.
- 2.3 We will have direct contact with the representative

- 2.4 An insured person must co-operate fully with us and the representative and must keep us up to date with the progress of the claim.
- 2.5 An insured person must give the representative any instructions we require.
- 3 An insured person must tell us if anyone offers to settle a claim
- 3.1 If an insured person does not accept a reasonable offer to settle a claim, we may refuse to pay further costs and expenses.
- 3.2 We may decide to pay the insured person the amount of damages that the insured person is claiming, or which, is being claimed against them instead of starting or continuing legal proceedings.
- 4 An insured person must tell the representative to have costs and expenses taxed and assessed or audited, if we ask for this.
- 4.1 An insured person must take every step to recover costs and expenses that we have to pay, and must pay us any costs and expenses that are recovered or 5% of the total recovered whichever is the greater.
- 5 If a representative refuses to continue acting for an insured person or if an insured person dismisses a representative, then cover we provide will end at once.
- 6 If an insured person settles a claim or withdraws it without our agreement, or does not give suitable instructions to a representative then the cover we provide will end at once, and we will be entitled to reclaim any costs and expenses we have paid.
- 7 We may at our discretion, require the insured person to obtain at their expense, an opinion from a lawyer, accountant or other suitably qualified person chosen by us, as to the merits of a claim or proceedings. If the chosen persons opinion indicates that it is more likely than not that an insured person will recover damages (or obtain any other legal remedy that we have agreed to) or make a successful defense, we will pay the cost of obtaining that opinion.
- 8 We can cancel this endorsement at any time as long as we tell you at least 21 days before hand.
- 9 You can cancel this endorsement at any time as long as you tell us 21 days before hand
- 10 There is no return of premium due upon cancellation of this policy.
- 11 We will not pay for any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.
- 12 This policy will be governed by English Law

**Marine Assistance**

We will arrange help for an insured person if the insured vessel becomes unseaworthy because of an accident or breakdown in UK territorial waters. We will ask a contractor to help but the insured person must pay the contractors costs including call out charges. We will also forward a message on behalf of the insured person to a member of their family, friend or work colleague if required. In the event of danger to life, the emergency services should be contacted directly.

To ensure you get the most from this extended coverage, please take time to read this endorsement which explains this endorsement in full. If you have any questions or would like more information please contact us..

**What to do following an incident**

If you are involved in a boating accident, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the incident. Forward these details to us as soon as you can. If you are unsure what to do after an incident contact us.

**How can we help**

Once you have sent us details of your claim and this has been accepted, we will start to resolve your legal problem. To make a claim under this endorsement please write to us with full details as soon as possible. A Northernreef claim form will be sent to you which contains a section for legal protection claims. Claims are usually handled by a representative appointed by us, but sometimes we deal with them ourselves. Claims outside the UK may be dealt with by other offices elsewhere in Europe.

**When we cannot help**

Please do not ask for help from a solicitor or legal representative. If you do, we will not pay the costs involved even if we do accept the claim

**ENDORSEMENTS**

Applicable only if stated in the schedule.

**ENDORSEMENT A: THIRD PARTY COVER ONLY**

Notwithstanding anything contained herein to the contrary this Policy covers only legal liability to third parties as defined in Clause 13. Subject otherwise to the terms clauses and conditions of the Policy.

**ENDORSEMENT B: TAKEN ASHORE**

It is warranted that the insured vessel will be taken and kept ashore on all occasions after use and in any event overnight and kept in a locked building.

**ENDORSEMENT C: NETTING AND POTTING**

Cover is extended to include static fishing and the use of nets, pots, lines etc. but does not include loss or damage to any fishing gear by any cause whatsoever or any liability arising from the positioning of such gear. Warranted the Assured or the Assureds qualified skipper to be on board and in control of the vessel at all times when so used.

**ENDORSEMENT D: DIVING PARTIES**

Cover is extended so that the vessel may be used for Charter diving parties but cover does not include liability to or any of the divers whilst in the water. Warranted the Assured or the Assureds qualified skipper to be on board at all times.

**ENDORSEMENT E: SINGLE HANDED SAILING**

Permission is given for this vessel to be sailed single handed by the owner or any person whose details of experience etc. have been submitted to and accepted by the Company within the cruising limits authorised on the Schedule.

**ENDORSEMENT F: BUILDERS RISKS**

Builders risks to apply including sea trials within one-mile radius of yard or homeport.

**ENDORSEMENT G: MEDICAL EXPENSE CLAUSE**

Underwriter's to pay any doctors or surgeons fees (limits to £100 or equivalent in any other currency) for attendance upon the Assured as the direct result of personal injuries caused by violent accidental or external and visible means, sustained as the direct result of the insured vessel sinking or being in collision with another vessel or with any external object other than water.

**ENDORSEMENT H: BOTTLED GAS EQUIPMENT**

Warranted that all bottled gas equipment, appliances and its installation complies with British Standard Code of Practice 5482 and 10239 or local standard if applicable, and is manufactured for use on boats

**ENDORSEMENT I: HOUSE BOAT**

Cover is extended to allow residential occupation by the assured or as otherwise declared

**ENDORSEMENT J: POLLUTION HAZARD**

Subject to all Terms and Conditions of this Policy this insurance covers loss or damage to the vessel directly caused by any government authority acting under the powers vested in them to prevent or mitigate pollution hazard, or threat thereof, resulting directly from damage of the vessel for which the Underwriters are liable under this Policy, provided such act of governmental authority has not resulted from want of due diligence by the Assured, the owners or managers of the vessel or any of them to prevent or mitigate such hazard or threat. Masters, officers, crew or pilots not to be considered owners within the meaning of the Clause should they hold shares in the vessel

**ENDORSEMENT K: NO CLAIMS BONUS**

(Applicable only to vessels covered under full conditions)

In the event of no claims arising under this Policy, the same having been in force for 12 consecutive months (including a commission period of not less than 4 months), the renewal premiums will be reduced as follows:-

If no claim arises in respect of 1 year	10%
If no claim arises in respect of 2 consecutive years	15%
If no claim arises in respect of 3 consecutive years	20%
If no claim arises in respect of 4 consecutive years	30%
If no claim arises in respect of 5 consecutive years	40%

Provided that bonus is only payable if the insurance is renewed and remains in force for a further period of 12 months (including a commission period of not less than 4 months).

**NO CLAIMS BONUS IS NOT APPLICABLE WHERE A MINIMUM PREMIUM APPLIES**

**ENDORSEMENT L: PERSONAL EFFECTS CLAUSE**

(For use only with the Northernreef Yacht Clauses insurance covering vessels with lockable cabin accommodation).

**THE FOLLOWING EXTENSIONS SHALL APPLY PROVIDED THAT A SEPARATE AMOUNT INSURED IN RESPECT OF PERSONAL EFFECTS IS STATED IN THE SCHEDULE TO THE POLICY.**

- Subject always to it's Terms and Conditions, this insurance is to cover (without reference to any excess and deductible in Clause 14.1 of the Northernreef Yacht Clauses), all risks of loss or damage to Personal Effects, being the personal property of the assured and/or of the assureds family, and crews clothes provided by the owners, while on board or in use in connection with insured vessel, including while in transit from the assureds place of residence to the insured vessel, and until return to such place of residence, but **EXCLUDING CLAIMS ARISING FROM:**
  - Wear and tear, gradual deterioration, damp, mould, mildew, vermin, moth and mechanical derangement.
  - Breakage of articles of a brittle nature unless caused by the vessel being stranded, burnt, on fire or in collision, or by stress of weather, burglars or thieves.
  - Loss of cash, currency, bank notes or travellers cheques.
  - Loss of water skis or diving equipment, unless as a result of fire or theft following forcible entry or of total loss of the vessel.
  - Perils excluded by Clauses 22, 23 and 24 of the Northernreef Yacht Clauses.

**LIMIT OF INDEMNITY:-** The amount recoverable under this Personal Effects extension shall be limited to the amount insured in respect thereof, as stated in the Schedule to the Policy (any single article valued at £250 or more or equivalent currency to be specifically declared).

**ENDORSEMENT M: TRANSIT CLAUSE**

This Policy is extended to cover the insured vessel whilst in transit by road, rail or car ferry including loading and unloading from the conveyance, within the limits stated in the Schedule, but no claim shall be allowed in respect of:-

- Scratching, bruising and/or denting arising during transit covered by the Clause and the cost of consequent repainting or varnishing.
- Liability to third parties arising from any accident while the vessel is being towed by or is attached to a motor vehicle or has broken away or become accidentally detached from a motor vehicle.

**ENDORSEMENT N: RACING RISK EXTENSION**

- In consideration of the payment of an additional premium as stated in the Schedule to the Policy it is agreed that, notwithstanding the provisions of Clauses 12.4 and 12.5 of the Northernreef Yacht Clauses.
  - The cost of replacing or repairing sails, masts, spars, standing and running rigging lost or damaged by an insured peril whilst the vessel hereby insured is racing shall be recoverable hereunder, to the extent only of  $\frac{2}{3}$ 's of such costs (without application of Clause 14 Excess and Deductible of the Northernreef Yacht Clauses in this insurance), unless the loss or damage be 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 the cost of replacement or repair shall be recoverable in full, subject only to the deduction new for old and the Excess of Deductible in the said Clause 14 in this insurance.

**WARRANTED THAT NO ADDITIONAL INSURANCE IS OR SHALL BE PLACED COVERING ANY PART OF THE COST OF REPLACEMENT OR REPAIR NOT RECOVERABLE UNDER THE FOREGOING CLAUSE 1.1.**

- The Underwriters liability under Clause 1.1 above arising out of any one occurrence whilst racing shall be calculated upon the basis that the full replacement cost of all sails carried whether set or not, masts, spars, standing and running rigging shall not exceed the sum stated for this purpose in the Schedule to this Policy.

**ENDORSEMENT P: TRAILER**

Warranted that the trailer is wheel clamped and immobilised when left unattended with or without the vessel.

**ENDORSEMENT R: PORTABLE EQUIPMENT**

It is hereby warranted that all portable equipment (navigation equipment, fish finders and such like) are removed from the vessel when it is left unattended for a period exceeding 12 hours).

**ENDORSEMENT S: Salvage and Wreck Removal**

Cover is extended to include the cost of salvage and wreck removal. The amount payable under this endorsement S will be 10% of the total sum insured to a maximum of £30,000 (or equivalent currency as per exchange rate at the time of the incident)

**ENDORSEMENT T: INCREASED EXCESS**

Notwithstanding anything contained herein to the contrary the policy excess in respect of all claims shall be increased by £100 or equivalent currency during the winter period. Minimum excess for this period £500 or equivalent currency.

**ENDORSEMENT U**

Warranted that an automatic bilge pump be installed on the insured vessel and fully operational when the vessel is left unattended on its mooring.

**ENDORSEMENT W (This forms part of the Policy wording Northernreef Yacht Clauses)****CONDITIONS RELATING TO ACCIDENTS AND CLAIMS****NOTICE OF ACCIDENT**

In the event of an accident whereby loss or damage may result in a claim under this Policy notice shall be given immediately in writing by the Agent, prior to the survey, so that the Insurers may appoint their own surveyor if they so desire.

The assured shall also give full information as to the circumstances of the accident, and of all claims made, with names and addresses of claimants and all witnesses of the accident, as soon as possible after the occurrence of the accident or receipt of claim or notice of claim.

**TENDER**

The Insurers shall be entitled to decide the port to which a damaged vessel shall proceed for docking or repairing (the actual additional expense of the voyage arising from the compliance with the Insurers requirements being refunded to the Assured) and the Insurers shall also have a right to veto in connection with the place of repair or repairing firm proposed and, whenever the extent of the damage is ascertainable the Insurers may take or may require to be taken tenders for the repair of such damage.

**SETTLEMENT AND CONDUCT OF CLAIMS**

No liability shall be admitted nor legal expense incurred without written consent of the Underwriters who shall be entitled, if they so desire to take over and conduct in the name of the Assured the defence of any action, or to prosecute any claim for indemnity or damages, or otherwise, against any third party. The Assured also undertakes to send to the Insurers as soon as possible, all claims, letters, summonses, writs etc. relating to any accident, addressed to the Assured or the Assureds servants by the authorities or by third parties.

**OPTION TO REINSTATE OR REPLACE**

Notwithstanding anything herein contained, the Underwriters may at their discretion reinstate or replace any part of the Insured's property damaged or destroyed instead of paying the amount of the loss or damage in money, or may join with other Insurers in so doing. Reinstatement effected as nearly as reasonably practical to be deemed sufficient notwithstanding that the former appearance and condition of the property may not be precisely restored. If the Insurers elect to reinstate or replace the Assured shall furnish to them when required all such plans, specifications and information as may be deemed necessary or expedient for the purpose.

**AVERAGE**

This insurance is subject to the conditions of average, that is to say, if the property covered by this extension shall be at the time of any loss be of greater value than the amount insured hereunder in respect thereof, the assured shall only be entitled to recover such portion of the said loss as such amount insured bears to the total value of the said property.

**NON-CONTRIBUTION**

This insurance does not cover any loss or damage which at the time of the happening of such loss or damage is or would, but for the existence of the insurance, be insured under any other insurance, except in respect of any excess beyond the amount which would have been payable under such other insurance had the insurance not been effected.

**ENDORSEMENT X: NIGHT NAVIGATION CLAUSE**

Cover is extended to include navigation between the hours of sunset and sunrise. Excess increases by fifty per cent during night navigation

**ENDORSEMENT Y: PIRACY**

Will be excluded in any areas highlighted by the IMB (International Marine Bureau) as risk areas.