

## Policy Summary Livaboard Policy

**Underwritten by Lloyd’s Syndicate 4444 managed by Canopius Managing Agents Limited** who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Sompo Canopius is a brand name for Canopius Managing Agents Limited.

This policy summary does not contain full details and conditions of this insurance; these are located in your policy document. Please refer to your policy schedule to confirm the endorsements that apply to your policy. If you have any questions regarding your policy or the cover it provides or are unsure of the endorsements that apply please contact the insurance adviser who arranged this policy for you.

### Type of Insurance and Cover

Your policy is a multi-section insurance policy. Unless amended by endorsement in your schedule, it protects your craft and your liability to other people, including passengers on your craft. The insurance protection applies whilst your craft is in commission or whilst it is laid up, provided it is within the cruising limits you have chosen.

### Duration

This is an annually renewable policy. The period of insurance will be shown in your schedule of insurance. You may need to review and update your cover periodically during the term of your policy to ensure that it remains adequate.

Features and benefits	Significant Exclusions or Limitations	Policy section information can be found in
<ul style="list-style-type: none"> <li>• Loss or damage to your insured property within the cruising limits and / or transit area specified in your schedule by one or more of the following defined perils:               <ul style="list-style-type: none"> <li>○ Accidental and /or deliberate act(s) of others including but not limited to fire, explosion, collision, sinking, grounding and /or striking submerged objects, water ingress, negligence of third parties, storm, rain, snow, hail or sleet and /or lightning or freezing conditions, the formation of ice on lakes or rivers or flooding of coastal areas, lakes or rivers beyond normal banks or bounds.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Loss of or damage to or failure of machinery caused solely by the breakdown, failure or derangement of a component part if:               <ul style="list-style-type: none"> <li>i) your craft is a motor powered craft that has a manufacturers’ stated maximum speed of more than 17 knots;</li> <li>ii) your craft’s machinery is over 3 years old and /or an outboard motor;</li> <li>iii) you cannot provide written records in confirmation that your machinery has been serviced and maintained in accordance with the manufacturers’ recommended schedule.</li> </ul> </li> <li>• Freezing of machinery that has not been maintained in the accordance with the manufacturers recommendations and/or has not been protected by the appropriate anti-freeze mixed and inserted in accordance with manufacturers’ specification.</li> </ul>	<p><b>Section 1 – Your Insured Property</b></p>

<p>Any intentional actions to deface, damage or destroy your insured property by a person or persons other than you including but not limited to arson, malicious acts (including vandalism or piracy), riots and civil commotion. Automatic cover for loss or damage occurring while your craft is being transported by road, rail, air or ferry.</p> <ul style="list-style-type: none"> <li>○ Faults which you were not aware of and which would not have been discovered during normal maintenance of your insured property.</li> <li>○ Gradual deterioration</li> <li>○ Theft or attempted theft</li> </ul>	<ul style="list-style-type: none"> <li>• Freezing to and/or bursting of any fixed water tank and/or pipe between 1<sup>st</sup> November and 31<sup>st</sup> March inclusive where your craft is left unoccupied for more than 14 days and the tank and/or pipe has not been fully drained</li> <li>• Failure of machinery arising from an accident if your craft's machinery is over 3 years old except if caused by : <ul style="list-style-type: none"> <li>i) accidental incursion of water into the hull, but not the engine alone; or</li> <li>ii) your craft being stranded, sunk, burnt or on fire; or</li> <li>iii) impact between your craft and any external substance including ice (but not water);or</li> <li>iv) the water intake being accidentally obstructed by an external substance including ice (but not water);</li> <li>v) an accident whilst removed from your craft and in a place of storage; or</li> <li>vi) an accident occurring whilst the machinery is being removed from or placed in your craft or from or into a place of storage;</li> </ul> </li> <li>• Civil commotion within the United Kingdom only</li> <li>• The cost of repairing or replacing any part that is lost or damaged because it was faulty.</li> <li>• Loss or damage caused by faults that you were aware of and / or which would have been discovered during normal maintenance of your insured property.</li> <li>• Loss of or damage caused by gradual deterioration which could have been identified by routine inspection and / or prevented by servicing or maintenance or recommended replacement intervals, in accordance with engineers', surveyors' or manufacturers' advice.</li> <li>• Your outboard motors if they are stolen from your craft, and the resultant damage to your craft caused by the theft or attempted theft, unless the outboard motors are securely fastened by an outboard motor lock as well as their normal fitting device. An outboard motor lock is a device specifically designed, marketed and sold as a secure method to prevent theft of your outboard motors. A</li> </ul>	<p><b>Section 1 – Your Insured Property - cont</b></p>
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	<p>padlock and chain is not sufficient.</p> <ul style="list-style-type: none"><li>• In the event of theft, loss or damage to outboard motors, we will pay the current new replacement price less a deduction of 10% per year for age, wear and tear up to a maximum deduction of 50% providing that this figure is not more than the sum insured shown in your schedule against the outboard motor.</li><li>• Theft or attempted theft of gear, equipment, specified equipment, livaboard contents, business equipment, laptops, mobile phones, pedal cycles or machinery from your craft or from a locked storage place ashore unless there are visible signs of forcible and violent entry to or exit from your craft, a locked cabin or locker or locked storage place, or if the item was securely fastened to your craft and the removal of this has caused visible damage to your craft, or where the item has been physically unscrewed from your craft, leaving its fixings, or evidence of its fixings, visibly in place or violence is not threatened or used against you or any other person associated with your craft or other insured property.</li><li>• The theft of student contents, laptops, mobile phones or pedal cycles from your family member's student accommodation where there are no visible signs of forcible and violent entry to or exit from the accommodation or violence is not threatened or used against your family member or any other person associated with the student contents.</li><li>• The theft of property away from your craft, laptops, mobile phones or pedal cycles from a building where there are no visible signs of forcible and violent entry into or exit from the building or violence is not threatened or used against you or any other person associated with the property away from your craft.</li><li>• The theft of pedal cycles whilst away from your craft or whilst stored or carried on the outside of your craft where the pedal cycle is not attached by a security device to either your craft or a permanent structure.</li></ul>	<p><b>Section 1 – Your Insured Property - cont</b></p>
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<ul style="list-style-type: none"> <li>• Loss or damage caused by your craft hitting an object that is underwater or partly underwater. You only pay your standard policy excess unless shown in your schedule.</li> <li>• Salvage, towage and assistance charges.</li> <li>• Sighting costs: the cost of inspecting the underwater part of the hull of your craft after a stranding, even if there is no damage.</li> <li>• Marina Benefits (Endorsement 3): If your craft is on a marina berth or ashore at its permanent marina, we will not take your policy excess off any claim or reduce your no claim bonus for any claim.</li> </ul>	<ul style="list-style-type: none"> <li>• Providing we have agreed the costs in writing beforehand.</li> <li>• If your craft is a total loss the most we will pay is the market value of this item up to the sum insured shown in your schedule unless Endorsement 10 (Agreed Value) is shown in your schedule.</li> <li>• The excess shown in your schedule (except if your craft is a total loss).</li> <li>• We will not pay more than the values shown in your schedule.</li> </ul>	<p><b>Section 1 – Your Insured Property - cont</b></p>
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<ul style="list-style-type: none"> <li>• Liability to third parties and passengers : all sums (not exceeding the sums stated in your schedule) that you legally have to pay as a result of owning or having an insurable interest in your craft noted in your schedule, including any legal liability arising when your craft is being used, navigated or in custody or control of anyone else with your permission.</li> <li>• 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 craft.</li> <li>• Damage to any other property.</li> <li>• The raising or attempted raising, removing or destroying the wreck of your craft.</li> <li>• Pollution caused by your craft as a result of loss or damage that we insure.</li> <li>• Occupiers liability: all sums (not exceeding the sums stated in your schedule) that you or your family legally have to pay as occupiers (but not owners) of your craft and all sums (not exceeding the sums stated in your schedule) that you or your family legally have to pay solely in a personal capacity for the death of or injury to any other person and damage to any other property.</li> <li>• Your or your families legal costs in settling or defending a claim, solicitor's fees and other expenses relating to official enquiries or coroner's inquests.</li> </ul>	<ul style="list-style-type: none"> <li>• Anyone you employ in connection with the operation of your craft.</li> <li>• Fare-paying passengers</li> <li>• Divers operating from your craft</li> <li>• Any liability occurring whilst your craft or any other insured property is in transit by rail, air, ferry or sea..</li> <li>• Any liabilities incurred whilst your craft is being used by, or is in the custody or control of any person employed in the marine trade.</li> <li>• Injury or damage arising out of business, trade, employment or profession of your or your family.</li> <li>• Injury or damage arising out of ownership, possession or use by or on behalf of you or your family of motor vehicles, children's motor vehicles, go-karts, mechanically propelled or assisted vehicles, caravans, trailers, aircraft, hovercraft or other boats (other than hand propelled boats).</li> <li>• Injury, including death, disease or illness, and damage arising out of ownership, custody or control by or on behalf of you or your family, of a dog of a type described in section 1 of the Dangerous Dogs Act 1991, the 1997 Dangerous Dogs (Amendment) Act or Article 3 of The Dangerous Dogs (Northern Ireland) Order 1991;</li> <li>• Providing we have agreed the costs in writing beforehand.</li> </ul>	<p><b>Section 2 - Liability to Third Parties and Passengers</b></p>
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	<ul style="list-style-type: none"> <li>Any liability occurring whilst your craft or any other insured property is in transit by or attached to a mechanically propelled road vehicle or any liability relating to any trailer which we insure except when it is deliberately uncoupled from the towing vehicle.</li> <li>Liability of any sort which comes under the Employers Liability Act 1969 or any other law relating to workmen.</li> </ul>	<b>Section 2 - Liability to Third Parties and Passengers</b>
<ul style="list-style-type: none"> <li>This section of your policy insures you, your passengers and guests for accidental death or accidental injury while you or they are on your craft or getting on or off it.</li> <li>The benefits payable are: £20 000 for death, £20 000 for the loss of one or more limbs, £20 000 for the total loss of sight in one or both eyes, £20 000 for permanent total disablement and up to £1000 for any one incident for any doctors' or surgeons' fees for emergency treatment.</li> </ul>	<ul style="list-style-type: none"> <li>For anybody over 75 at the time of the incident.</li> <li>If death, loss of limb, total loss of sight or permanent total disablement happens more than 52 weeks from the date of the incident which caused the injury.</li> <li>You, your passengers or guests benefit if you or your passengers or guests are paid compensation under Section 2 – Your Liability of your policy.</li> <li>You, your passengers or guests compensation under more than one of the categories shown above for the same incident.</li> <li>More than £60,000 in any one period of insurance.</li> </ul>	<b>Section 3 – Personal Accident</b>
<b>Optional Cover</b>	<b>Significant Exclusions or Limitations</b>	<b>Policy section Information can be found in</b>
Third party only cover.	<ul style="list-style-type: none"> <li>If you choose this type of cover, Section 1 – Your Insured Property &amp; Section 3 – Personal Accident, of the policy will not apply.</li> </ul>	
Water skiers liability: You can extend your policy to include the legal liability to and of water skiers being towed behind your craft. You can also extend your policy to include your legal liability for the towing of toys	<ul style="list-style-type: none"> <li>Only toys that can carry two people or less. Excludes bananas.</li> </ul>	

Laid up cover	<ul style="list-style-type: none"> <li>• Loss of or damage from any defined peril to any portable items including personal belongings, specified equipment, livaboard contents, business equipment, laptops, mobile phones, pedal cycles whilst on board your craft during the laid up period shown in your schedule.</li> <li>• No claims bonus will not apply.</li> </ul>	
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## General Policy Exclusions

- Any specific exclusions or limitations shown in your schedule.
- Unless it is noted by endorsement in your schedule, you are not insured if you use your craft for hire or charter, for anything except your own private pleasure, as a houseboat (a craft that is permanently located or moored at a single location, which is permanently connected to either the on shore mains gas supply, mains electricity supply, mains water supply or sewage system) or outside the cruising limits shown in your schedule. However, you may travel outside of your cruising limits if you are forced to by the weather, any form of danger or an order of Government or legal authority.
- Unless it is noted by endorsement 6 (Time restriction on single handed sailing) in your schedule you are not insured to use your craft single handed for more than 18 hours in any 24 hour period.
- Unless it is noted by endorsement 9 (Length restriction on single handed sailing) in your schedule you are not insured to use your craft single handed if your craft is more than 10 meters in length.
- Terrorism, radioactive contamination, sonic bangs, war risks (unless endorsement 11 (War) is shown in your schedule), riots and civil commotion.
- You should refer to Section 4 – General Policy Exclusions of your policy wording for the full details of all the exclusions that apply to all sections of your policy.

## General Policy 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 cancel your policy or refuse to handle your claim or reduce the amount of any claim payment.
  - You must take reasonable care to provide complete and accurate answers to the questions we or your Insurance adviser 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 or if you do not tell us about any changes.
  - You must let your insurance adviser know if there are any changes to the information set out in your schedule. You must also tell your insurance adviser within 14 days of the change taking place about the following:
    - i) Any additional people to be insured or any insured person to be taken off the policy;
    - ii) Any criminal convictions for any of the people insured or to be insured;
    - iii) Any change in your craft's mooring or storage location;
    - iv) Any change to your craft's original specification;
    - v) Any modifications to your craft;
    - vi) Any change affecting ownership of your craft;
    - vii) Any change in the way that your craft is used for example from private and pleasure use to charter use.

viii) Any change in the market value of your craft unless Endorsement 10 ( Agreed Value) is shown in your schedule

- Please refer to Section 5 – General Policy Conditions for full details.
- You must advise your insurance adviser immediately you are aware of any event, occurrence, prosecution, inquest or inquiry that may give rise to a claim under your policy. **We may not pay your claim if you fail to do this.** Please refer to Section 6 – Claims Condition.
- You must send all claims, letters, summonses or legal documents to your insurance adviser within 48 hours of receipt. You must not reply to any of these documents. **We may not pay your claim if you fail to do this.** Please refer to Section 6 – Claims Condition.

### **Your Right to Cancel**

You may cancel this policy within 14 days from the date you bought it or the date you received your policy documents (whichever is the later) by contacting your insurance adviser during this 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 no incident likely to give rise to a claim has occurred.

You may cancel this policy at any time by providing prior notice to your insurance adviser. 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 we have been on cover and return the balance to you. This refund is calculated on a daily pro – rata basis.

If you cancel your policy and have made a claim during the current policy period of insurance we will not refund any premium.

We reserve the right to cancel your policy where there is a valid reason for doing so, by providing 14 days' notice by registered post to your last known address. The reason for cancellation will be set out in our letter to you and a non-exhaustive list of valid reasons is provided in your policy wording.

You will find full details of the conditions of how to cancel your policy in your policy wording.

### **Claim Notification**

If you have an accident or loss you might want to claim for under your policy you must contact your insurance adviser for instructions.

Alternatively, you may contact the Sompo Canopus Marine Claims Team at:

14-16 Park Place,  
Cardiff,  
CF10 3DQ

Tel: (UK) 0345 600 7425

(From abroad) +44 2920 386 949 Email: [SompoCanopusMarineClaims@CL-Mar.com](mailto:SompoCanopusMarineClaims@CL-Mar.com)

You will find full details of how to make a claim in your policy wording.



## Our Service Commitment to You

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact either your insurance adviser or:

Sompo Canopus  
1st Floor, 1 Kings Court Business Park  
Charles Hastings Way, Worcester, WR5 1JR

For Underwriting  
Tel: 0345 456 5758  
Email: [contactus@sompocanopus.com](mailto:contactus@sompocanopus.com)

For Claims  
Tel: (UK) 0345 6007425  
(From Abroad) +44 2920 386 949

## Complaints Procedure

Our aim is to provide you with a high quality service at all times, although we do appreciate that there may be instances where you feel it is necessary to lodge a complaint.

If you do wish to complain, please note the 3 steps below, along with the relevant contact details for each step.

Please take special note however that should you wish to direct your complaint directly to Lloyd's in the first instance, you may do so by using the contact information referenced in Step 2 below.

### Step 1:

In the first instance, please direct your complaint to the relevant party referenced in Table 1 below.

If your complaint refers to the handling of a <u>claim</u> you have submitted under your policy, please contact:	Sompo Canopus Marine Claims, 14-16 Park Place, Cardiff, CF10 3DQ Tel: 0345 600 7425 Intl: +44 2920 386 949 Email: <a href="mailto:SompoCanopusMarineClaims@CL-Mar.com">SompoCanopusMarineClaims@CL-Mar.com</a>
For <u>all other complaints</u> , please contact:	Sompo Canopus 1st Floor, 1 Kings Court Business Park Charles Hastings Way, Worcester WR5 1JR Tel 0345 456 5758 Email: <a href="mailto:contactus@sompocanopus.com">contactus@sompocanopus.com</a>

Table 1

**Step 2:**

Should you remain dissatisfied with the outcome of your complaint from either Sompo Canopus Marine Claims or your insurance adviser your legal rights are not affected, and you may refer your complaint to Lloyd's. Contact information is in Table 2 below.

Complaints Department, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime Kent, ME4 4RN	Email: <a href="mailto:complaints@lloyds.com">complaints@lloyds.com</a>  Telephone: +44 (0)20 7327 5693
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Table 2

Details of Lloyd's complaints procedure are set out in a leaflet "Your Complaint - How We Can Help", which is available at <http://www.lloyds.com/complaints> Alternatively, you may ask Lloyd's for a hard copy.

**Step 3:**

If you still remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service. Contact information is in Table 3 below.

Financial Ombudsman Service Exchange Tower London E14 9SR	Telephone: 0800 0234 567 (normally free from a fixed line, but charges may apply from mobiles).  Telephone: 0300 1239 123 (normally charged at the same rate as 01 / 02 on mobile phone tariffs).  Email: <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a>
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Table 3

Alternatively, if you purchased your insurance online please note that you can, if you wish, also submit your complaint via the Online Dispute Resolution (ODR) Platform set up by the European Commission. This service has been set up to help residents in the European Union (EU), who have bought goods or services online, get their complaint resolved. You can access the ODR Platform by clicking on the following link: <http://ec.europa.eu/consumers/odr/>

This does not affect your right to submit your complaint following the process above. Please note that under current rules the European Commission will ultimately redirect your complaint to the Financial Ombudsman Service detailed above.

**Law Applicable to Contract**

The parties are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance shall be governed by the laws of England and subject to the exclusive jurisdiction of the courts of England and Wales.

Sompo Canopus is a brand name for Canopus Managing Agents Limited, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register number 204847.)  
This insurance is Underwritten by: Lloyd's Syndicates 4444 managed by Canopus Managing Agents Limited, who are registered in England & Wales, no. 01514453. Registered office: Gallery 9, One Lime Street, London EC3M 7HA  
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