

# Viking Insurance

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## SAILS SAFE INSURANCE POLICY

The Equipment covered by this Insurance is shown on the Schedule which is enclosed. Please check that the schedule is correct and that the total value of your Equipment is within the limit of cover chosen. Should any of the above information or Equipment specified in the Schedule be incorrect or change during the period of insurance you must advise Viking Insurance in writing. Additional Sailboards or reinstatement of cover following a total loss must be effected by the completion of a complete new application form.

This policy is issued by Axa Insurance UK plc, registered office 107 Cheapside, London, EC2V 6DU, registered in England, no 78950, and administered by Towergate Underwriting Marine under an authority granted to them. By a proposal and declaration for the insurance of the Equipment described in the Application Form (the Insured Equipment) and having paid or agreed to pay the premium stated in the Certificate the Company will provide insurance in the terms of this Policy, subject to the exclusions, conditions, limitations, definitions and warranties contained herein or endorsed hereon or affixed hereto.

### Definitions

#### You/The Insured:

The person shown in the Certificate under "Insured" or any other person to whom cover is extended under any section of this policy.

#### We/Us/The Company:

Towergate Underwriting Marine, THS House, 91/92 High Street, Lynton, Hants, SO41 9AP.

#### The Schedule:

The part of the Application Form showing details of the Insured, period of insurance, the sailboard and Equipment and sums insured.

#### Period of Insurance:

The period for which we have accepted your first and any subsequent renewal premium.

#### Equipment:

The hull, mast, boom and sail including fittings normally attached and such additional items as have been declared to and agreed by the Company or Viking Insurance.

#### Proprietary Anti-theft device:

A security device which has been specifically manufactured and sold for the purpose of preventing the theft of the Sailboard.

### Section 1. Loss or Damage

The Company will indemnify you, or any person in charge of the Equipment with your permission against accidental loss of or damage to the Equipment described in the Schedule occurring :-

- While within the United Kingdom of Great Britain and Northern Ireland and while in use on inland and coastal waters thereof.
- While in use on inland and coastal waters worldwide for periods not exceeding 62 days.
- While loading, unloading and in transit by road, rail, air or ferry.

#### Cover is also provided for Salvage charges:

The Company will pay all charges and expenses reasonably and necessarily incurred, up to the sum insured, in minimising or averting a loss which would be covered by the Policy.

### Exclusions to section 1

This Section does not cover :-

- In respect of each and every claim the excess shown in the Schedule.
- Loss or damage caused by wear and tear, depreciation, gradual deterioration, corrosion, frost or vermin.
- Damage to the hull caused through contact with water.
- Deterioration of or damage to graphics, colours or decals.
- The cost of replacing or repairing any part which is latently

defective or which is defective by reason of faulty design or construction.

- Theft of the Equipment unless following forcible and violent removal from or forcible and violent entry to a place of storage or road vehicles.
- Theft of the hull from the exterior of any vehicle unless:
  - following forcible and violent removal
  - a proprietary anti-theft device was in use at the time of the loss.
- Theft of the rig or any part of the rig from the exterior of any vehicle.
- Personal effects and any personal expenses incurred in consequence of any accident to the Equipment other than medical expenses as provided for in Section 3.
- Any loss or damage to the Equipment unless it is taken ashore at all times when it is not manned.
- Scratching, denting or bruising while the Equipment is in transit.
- Use of the Insured Equipment for any professional purposes, financial gain, hire or reward or under any sponsorship arrangement without the prior written agreement of Viking Insurance.

### Section 2. Third Party Indemnity

The Company will indemnify you for all sums which you may become legally liable to pay by reason of your interest in the Equipment for :-

- The death of or bodily injury to any person
- Damage to property.

This section extends to cover :

- you, your spouse or children (under 18 years of age) using the Equipment or any other sailboard not owned by you, provided they have the owners permission.
- any person who is using the Equipment with your permission other than a person employed by a yacht club, marina, sales agency or similar organisation.

The limit of indemnity under this section is £2,000,000 in respect of any one accident or series of accidents arising from the same event, exclusive of legal costs and expenses.

The Company will pay for all legal costs incurred by you, with its written consent, in settling or defending any claim, and all expenses incurred in connection with official inquiries or coroners inquests.

### Exclusions to Section 2

This Section does not cover :-

- Legal liability for the death of or bodily injury to anyone employed by you or employed by anyone using the Equipment with your permission.
- Legal liability for the death of or bodily injury to anyone using the Equipment with your permission.
- Claims in respect of accidents arising while the Equipment is in transit.
- Claims in respect of accidents arising while the Equipment is left afloat unmanned.
- Claims arising directly or indirectly under the Employers Liability Acts or any other statutory or Common Law liability relating to workmen.

### Section 3 Personal accident

#### Death Benefit:

In the event of you or your spouse dying as a direct result of sustaining accidental bodily injury by violent external means

while using the Equipment the Company will pay £1,000 to the legal representative of the deceased provided that :-

- death occurs within 12 months of sustaining the injury.
- the injured person is over 18 years and under 70 years of age at the time of sustaining the injury.

#### Medical Expenses:

The Company will refund up to a limit of £500 any doctors' or surgeons' fees incurred by you or your spouse for the emergency treatment of personal injuries sustained as a direct result of the Sailboard being in a collision with another craft or with any external object other than water.

### Section 4 General Exclusions

The following exclusions apply to the whole of your policy as well as the exclusions that apply to the individual sections.

You are not insured for the following:-

#### Radioactive contamination

Injury, loss, damage, liability or expense that is caused by the following

- Ionising radiation or radioactive contamination from any nuclear fuel or from the nuclear waste arising from burning nuclear fuel.
- The radioactive, toxic, explosive or other dangerous or contaminating properties of any explosive nuclear equipment or nuclear part of that equipment.
- Any weapon or device that uses atomic or nuclear fission and/or fusion or any other similar reaction, or radioactive force or matter.
- The radioactive, toxic, explosive or other dangerous or contaminating properties of any radioactive matter. This exclusion does not include radioactive isotopes (other than nuclear fuel) when those isotopes are being prepared, carried, stored or used for the following purposes:
  - commercial
  - agricultural
  - medical
  - scientific; or
  - any other peaceful purpose

#### Chemical, biological, bio-chemical, electromagnetic weapon or cyber attack

**This clause is most important and overrides anything contained in this policy that it is inconsistent with.**

Injury, loss, damage, liability or expense that is directly or indirectly caused by, contributed to, or arising from

- any chemical, biological, bio-chemical or electromagnetic weapon
- any computer, computer system, computer software programme, computer virus or process, or any other electronic system that is used for causing harm.

#### Terrorism

Injury, loss, damage, liability or expense arising from the following

- terrorism, including acts by any persons or organisations that involve:

- causing or occasioning or threatening of harm of any nature and by any means whatsoever
- putting the public or any section of the public in fear.

The circumstances under which i) and ii) above operate must be such that it is reasonable to conclude that the purpose of the persons or organisations concerned are wholly or partly of a

political, religious, ideological nature, or similar.

#### **War Risks**

Injury, loss, damage, liability or expense that is caused by the following

- War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or piracy.

#### **Sonic Bangs**

- Damage caused by aircraft and other flying objects travelling at or above the speed of sound .

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

- Any liability, loss or damage that is caused by a riot or civil commotion.

### Section 5 General Policy Conditions

These conditions apply to all sections of your policy and you must meet them before we make a payment. If you do not we may cancel your policy, or refuse to deal with your claim, or reduce the amount of any claim payment.

A small charge will be made for issuing replacement documents.

#### **Your duty of care**

We will only provide the insurance described in your policy if

- As far as you know the information that you gave in your application is true and complete. If someone else filled in the application for you, that person was acting for you at the time and you are responsible for the information they gave.
- Anyone claiming under your policy has met all the relevant conditions
- You have taken all reasonable steps to maintain and keep your Equipment in a proper state of repair and seaworthiness: and
- You have taken all reasonable steps to protect your equipment from loss or damage.
- You taken out a comprehensive policy and have insured for the correct value. Under-insurance may proportionally affect any claim you make.

#### **Cancellation**

You or we can cancel this policy

- If we cancel your policy, we will send seven days written notice to your last address shown in our records. We will refund any premium that you have paid for the rest of the period of insurance.
- If you cancel the policy before the expiry date, we will not refund any portion of the premium.

#### **Change of Equipment**

In the event of you changing any of the Equipment or purchasing additional Equipment no cover will be given by this Policy until acceptance has been signified by Viking Insurance.

#### **Law applying to your policy**

You are free to choose the law that applies to your policy. Unless you and we have agreed otherwise, we will apply English law.

### Section 6 Claims

You must meet the following conditions before we make a payment. If you do not, we may cancel your policy, or refuse to deal with your claim, or reduce the amount of any claim payment.

#### **Notice of Loss**

In the event of any accident or occurrence which may result in a claim under this Policy written notice must be given as soon as possible to Viking Insurance.

#### **The Indemnity Payable by Section 1**

##### **Total Loss**

In the case of an actual or constructive total loss the market value of the Equipment.

##### **Partial Loss**

The reasonable cost of repairing or reinstating the damaged or lost part of the Insured Equipment and the necessary expenses connected therewith.

##### **Reinstatement**

The Company may at its option reinstate or replace any part of the Insured Equipment damaged or destroyed instead of paying the amount of loss or damage in money. Reinstatement effected as nearly as reasonably practicable to be deemed sufficient notwithstanding that the former appear-

ance and condition may not be precisely restored.

The maximum sum payable under this Section is the amount stated in the Schedule.

#### **Procedure**

You must give to the Company or Viking Insurance full information as to the circumstances of the accident or occurrence and of all claims made with names and addresses of claimants and all witnesses as soon as possible after the accident or occurrence or receipt of claim or notice of claim.

No liability of any sort shall be admitted nor any offer, promise or payment made by you to claimants nor legal expenses incurred without the written consent of the Company who shall be entitled if it so desires to take over and conduct in your name the defence of any action, or to prosecute any claim for indemnity or damages or otherwise against any third party.

You must also send to Viking Insurance as soon as possible all claims, letters, summonses or writs relating to any accident.

You must notify the Police immediately of the theft of any of the Insured Equipment.

Notwithstanding these provisions you must take all reasonable measures to protect your rights and remedies against third parties.

The Company shall be entitled to decide where repairs shall be carried out and may take or require to be taken tenders for the carrying out of such repairs.

#### **Other Insurances**

If any other insurance also covers a loss which is insured under this Policy we will pay only our rateable proportion of any claim.

#### **Fraudulent claims**

You must not act in a fraudulent manner.

If you or anyone acting for you

- Make a claim under the policy knowing the claim is false or fraudulently exaggerated in any respect, or
  - Make a statement in support of a claim knowing the statement is false in any respect, or
  - Submit a document in support of a claim knowing the document is forged or false in any respect, or
  - Make a claim in respect of any loss or damage caused by your wilful act or with your connivance
- Then
- We will not pay the claim
  - We will not pay any other claim that has been or will be made under the policy
  - We may, if we choose, declare the policy void
  - We will be entitled to recover from you the amount of any claim we have already paid under the policy since the last renewal date
  - We will not make any refund of premium
  - We may tell the police of the circumstances

#### **Making a Claim**

Although we hope you will not have any accidents or misfortune, if you do the following points may be helpful.

1. Remember to tell the Police immediately if property has been stolen, maliciously damaged or you lose any Equipment.
2. If someone makes a claim against you for injury to them or damage to their property send us full details in writing without delay. Any letters or other documents should be sent to us unanswered without delay. Do not become involved in any correspondence with the other person, leave us to deal with the matter on your behalf.
3. Keep all damaged Equipment which is the subject of a claim. We may wish to arrange to have it inspected.
4. Keep all receipts.
5. If you need to make a claim contact Viking Insurance to obtain a claim form.
6. If you need any help in making your claim do not hesitate to contact Viking Insurance .

### Customer Service

Towergate Marine's aim is to provide a first class standard of service at all times. However there may be times when we have not achieved this objective. If you have any query or complaint regarding this insurance, please contact the Yacht Manager at the address shown in your policy. Please make sure you quote your policy number. You can if you wish, contact Viking Insurance.

If you are not satisfied ,write to the Head of Customer Care

at Axa Insurance. Your case will be reviewed and investigated on behalf of the Chief Executive.

The address for Customer Care is:

Customer Care  
5 Old Broad Street  
London  
EC2N 1AD

You can use e-mail : [customercare@axa-insurance.co.uk](mailto:customercare@axa-insurance.co.uk) or telephone (01473)205926, or fax (01473)205101 telephone calls may be monitored or recorded to help maintain a quality service.

If Axa have given their final response and you are still not satisfied, you can refer your case to the Financial Services Ombudsman at:

Insurance Division  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR

Telephone: 0845 080 1800

Fax:(020) 7964 1001

Viking insurance is authorised and regulated by the FSA  
If you refer your case to the Ombudsman, it will not affect your right to take legal action