



Endorsements



Main Agents: Edward William SL

Centro Nordico,
Crtra. De. Mijas,
Km 4,5 local 12-13,
29651 Spain

Phone International: +34 951 250 931
Phone UK +44 (0)1692 630 530
E-mail: info@edwardwilliam.com

Northernreef Endorsements

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.

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. It is also warranted that the insured and/or the insureds qualified skipper be on board and in control of the vessel at all times when so used.

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. It is also warranted that the insured and/or the insureds qualified skipper be on board and in control of the vessel at all times when so used.

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 us within the cruising limits authorised on the schedule. Subject to the terms and conditions of the Northernreef Yacht Clauses.

Builders Risks – Builders risks to apply including sea trials within one-mile radius of either the boat yard or home port.

Houseboat/ Live-aboard – Cover is extended to allow residential occupation by the insured and/or the insureds family or as otherwise advised and accepted by us.

Racing Risk – Permission is given for this vessel to be used for racing as per the terms and conditions of the Northernreef Yacht Clauses and section 5 on page 16 of the aforementioned Northernreef Yacht Clauses.

Night Navigation – Cover is extended to include navigation between the hours of sunset and sunrise any policy excess applicable to all sections of the policy will be increased by fifty percent (50%) whilst the vessel is being navigated during these hours.

Marine Legal Protection (UK Only)

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 defence.

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 behaviour

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 defence, 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.