

# PLEASURE CRAFT INSURANCE INLAND SUMMARY OF COVER

## keyfacts®

### SUMMARY OF COVER

This section contains important information about your marine insurance policy and contact details for claims, complaints and compensation. We recommend that you read this section along with your insurance wording.

### THE ADMINISTRATOR

K. Drewe Insurance Brokers Ltd, The Post House, 14 Load Street, Bewdley, Worcestershire DY12 2AE.

### INSURANCE UNDERTAKING

This insurance is underwritten by Amlin Syndicate 2001 at Lloyd's.

### TYPE OF COVER: INLAND INSURANCE

This policy summary does not contain the full terms and conditions of your pleasure craft policy, which can be found in the insurance wording.

This is an annual, "All Risks" insurance wording for boats used for private pleasure use on inland non-tidal waters of the United Kingdom.

The main characteristics and benefits are:

- Cover for all risks of accidental, physical loss or damage to your vessel and the property described in your Certificate of Insurance (Clause 1(a))
- "Agreed Value" insurance (Certificate of Insurance)
- Salvage and removal of wreck charges (Clause 1(c))
- Third party liability for you and any person navigating or in charge of your vessel with your permission (Clause 8)
- Personal accident cover for personal injuries or death for you and people on board your insured vessel (Personal Accident Extension Wording)

The significant and unusual exclusions are in Clause 5 (although not all):

- Loss, damage, liability or expense intentionally caused by or consented to by you or arising from unseaworthiness resulting by you (5a)
- Repair cost for any defect from prior repair, alteration or maintenance work (5b)
- Design or construction fault (5c)
- Loss and damage caused by wear and tear and lack of reasonable maintenance (5d)
- Loss and damage caused by insect, vermin, damp and marine life (5d)
- Theft of insured gear and equipment unless it follows violent forcible entry into your vessel or place of storage (5e(i))
- Theft of insured personal effects unless it follows violent forcible entry into vessel or vehicle while in transit (5e(ii))
- Theft of your outboard motor unless it is secured to your vessel by an appropriate anti-theft device in addition to its normal method of attachment or violent forcible entry into the vessel or place of storage (5e(iii))
- Theft or loss of boats, such as dinghies or tenders, not permanently marked with the name of the parent vessel (5e(iv))
- Theft of trailer and vessel if the trailer is not wheelclamped when not in use (5e(v))
- Loss or damage to engines and machinery in certain circumstances as listed under (5i)
- Where your vessel's maximum designed speed exceeds 17 knots (20mph.), there are key exclusions set out in clause (5(k) to 5(m))

Significant and unusual limitations are in Clause 9:

- Unless the loss or damage occurred on a pontoon berth in a marina, or there is a total or constructive total loss, an excess will apply to each claim (Clauses 7 & 9(a))
- There are deductions for:
  - Protective covers, sails, canopies and personal effects (9b)
  - Outboard motor claims (9c)
- Rights to repair or replace damaged insured property rather than a payment in money (9d)

### CANCELLATION - YOUR RIGHT TO CANCEL

You are free to cancel this policy at any time by contacting your broker who you arranged this insurance with.

If, within 14 days of either receiving your policy documentation, or the start of the period of insurance, you find that it does not meet your requirements you may cancel your policy by contacting your broker who you arranged this insurance with. We will refund the premium paid in full provided that no claim has been submitted nor any incident likely to give rise to a claim has occurred.

You are not obliged to provide us with any reason for cancelling this policy within 14 days of receiving your policy documentation. However to enable us to gain a greater understanding of the needs of our customers we would welcome any comments you may have.

If you cancel after this time and there has been no claim or incident likely to give rise to a claim during the current period of insurance we will calculate the appropriate premium for the period you have been insured and refund any balance due.

Short-term cancellation rates will apply if you have been insured under the policy for less than one year. After the first year insured under this contract, cancellation will be calculated on a proportionate premium for the period you have been insured and any balance due will be refunded to you. A full copy of our Cancellation Notice can be found in the policy wording.

### NOTIFICATION OF CLAIMS

**Amlin Syndicate 2001 at Lloyd's have appointed Haven Knox-Johnston to administer all claims on their behalf. Haven Knox-Johnston is a trading name of Amlin Underwriting Services Limited.**

If you need to make a claim, you should immediately contact your broker or Haven Knox-Johnston by either:

- Telephoning Haven Knox-Johnston, during business hours, on their direct claims telephone line 01732 223610 or 01732 223611; or
- Write to the following address:  
Haven Knox-Johnston  
11 Tower View  
Kings Hill  
West Malling  
Kent  
ME19 4UY

When reporting your claim, please provide Haven Knox-Johnston with the following information:

- 1 Where and when the incident occurred
- 2 The details of the incident
- 3 What loss or damage has occurred, including any damage to third parties
- 4 Where your vessel is located
- 5 Whether your vessel is watertight or in need of urgent attention
- 6 Estimate of replacement (where there is a loss) and/or an estimate of repair from the repairer of your choice

Further information can be found within Claims Advice.

### OUR SERVICE COMMITMENT TO YOU

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service.

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 broker who you arranged this insurance with or;

#### The Administrators

K Drewe Insurance Brokers Ltd,  
The Post House, 14 Load Street,  
Bewdley, Worcestershire, DY12 2AE

Tel: 0845 33 03 012 Fax: 0845 408 5926

E-mail: mail@kdib.co.uk

In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to Policyholder & Market Assistance at Lloyd's. Their address is:-

#### Policyholder & Market Assistance

Lloyd's Market Services, One Lime Street,  
London EC3M 7HA

Tel: 020 7327 5693 Fax: 020 7327 5225

E-mail: Complaints@Lloyds.com

Complaints that cannot be resolved by Policyholder & Market Assistance may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaint process. Referral to the Financial Ombudsman will not affect your right to take legal action.

### FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

Marine types of insurance are not covered by the FSCS.

# PLEASURE CRAFT INSURANCE INLAND POLICY WORDING

Certificate No: B1019 MA 000158

## 1. COVER

- (a) All risks of accidental, physical, loss or damage to the Vessel and property described in the Certificate of Insurance.
- (b) Loss or damage caused by latent defect in the Vessel (but excluding the cost or expense of replacing the defective part), negligence, malicious acts and theft are also covered, unless such loss or damage results from any failure on the part of any Insured to take reasonable measures to maintain and safeguard the insured Vessel and property described in the Certificate of Insurance. **(Please note the particular limitations relating to machinery in Clause 5)**
- (c) Salvage charges incurred in preventing a loss by any risk covered by this insurance and reasonable expenses incurred in averting or minimising a loss by such risks.

The word "Vessel" means the Vessel herself, her machinery, boat(s), gear and equipment such as would normally be sold with the Vessel, being the property of the Insured named in the Certificate of Insurance. It does not include moorings.

**All cover is subject to any exclusion in this policy wording and any conditions in the Certificate of Insurance. Please note particularly the exclusions in Clause 5.**

## 2. GEOGRAPHICAL LIMITS AND USE OF THE VESSEL

- (a) The Vessel is only covered within the cruising range defined in the Certificate of Insurance. The Vessel is also covered while in transit by road within the United Kingdom but excluding any liability to third parties.

### (b) CONDITIONS

The following conditions must be complied with strictly. If they are breached the policy will become void. No claims will be paid. No refund of premium will be made.

- (i) The Vessel must not be used as a houseboat or place of residence unless agreed by Insurers in writing. Where Insurers have expressly agreed to include such use such cover is extended to the named Insured only and does not include commercial letting.
- (ii) The Vessel must be used for private pleasure purposes, and must not be let out on charter, hire or reward. Where Insurers have expressly agreed to allow any such use the Insured or an appropriately certified professional skipper employed by the Insured must be on board the Vessel and in charge at all times when it is being so used and is underway.
- (iii) While out of commission the Vessel must be laid up as stated on the Certificate of Insurance.

## 3. CHANGE OF OWNERSHIP

Should the Vessel be sold or transferred to new ownership, or where the Vessel is owned by a company, should there be a change in the controlling interest of the company, this insurance shall be cancelled from that time.

## 4. CANCELLATION - YOUR RIGHT TO CANCEL

You are free to cancel this policy at anytime by contacting your broker who you arranged this insurance with.

If, within 14 days of either receiving your policy documentation, or the start of the period of insurance, you find that it does not meet your requirements you may cancel your policy by contacting your broker who you arranged this insurance with. We will refund the premium paid in full provided that no claim has been submitted nor any incident likely to give rise to a claim has occurred.

For cancellation occurring after the first 14 days of receiving your policy documentation, if there has been no claim or incident likely to give rise to a claim during the current period of insurance we will calculate the appropriate premium for the period you have been insured and refund any balance due.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current period of insurance no premium refund will be given.

If the premium is paid under a monthly instalment plan and a claim has been settled during the current period of insurance you must continue with the instalment payments.

No refund of premium will be made under a monthly instalment plan.

We reserve the right to cancel this policy immediately in the event of non-payment of the premium or default by you under a monthly instalment plan.

We may also cancel the policy by sending 7 days notice by recorded delivery to you at your last known address.

If you cancel after the first 14 days we will calculate the appropriate premium based on the calculations below and refund any balance due.

### Cancellation Charges

**For clients that have been insured under the policy for less than one year.**

Up to 1 Month 20% Charge

Up to 3 Months 40% Charge

Up to 6 Months 60 % Charge

Up to 8 Months 80 % Charge

After 8 Months no refund due at all.

**For clients that have been insured under this policy for more than one year.**

We will calculate the appropriate premium for the period you have been insured and refund any balance due. If a claim has been submitted or there has been any incident likely to give rise to a claim during the current period of insurance no premium refund will be given.

## 5. EXCLUSIONS

**This clause is paramount and no claim shall be allowed in respect of:**

- (a) loss, damage, liability or expense intentionally caused or incurred by, or with the consent of, any Insured, or arising from unseaworthiness resulting from any act or omission of any Insured.
- (b) the cost of making good any defect resulting from any repair, alteration or maintenance work carried out on the Vessel.
- (c) any loss or expenditure incurred in remedying a fault or error in design or construction or any cost or expense incurred by reason of betterment or alteration in design or construction.
- (d) wear and tear, gradual deterioration, lack of reasonable maintenance, mechanical breakdown, corrosion, electrolysis, weathering or damage caused by insect, vermin, damp and marine life.

- (e) (i) theft of insured gear and equipment, unless following violent forcible  
(a) entry into the Vessel or place of storage, or  
(b) removal of fixed gear or equipment from the exterior of the Vessel.
- (ii) theft of insured personal effects, unless following violent forcible entry into the Vessel or vehicle while in transit.
- (iii) theft of the outboard motor unless secured to the Vessel by an appropriate anti-theft device in addition to its normal method of attachment, or following violent forcible entry into the Vessel or place of storage.
- (iv) theft or loss of boat(s) not permanently marked with the name of the parent Vessel.
- (v) theft of trailer and Vessel (when on trailer) unless the trailer is fitted with an appropriate wheel clamp when not actually being towed.
- (f) loss, damage, liability or expense directly or indirectly arising from capture, seizure, arrest, restraint or detainment, war, civil war, terrorism, revolution, rebellion, insurrection, civil conflict or commotion.
- (g) loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from  
(i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel  
(ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof  
(iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter  
(iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or similar peaceful purposes.
- (h) unrepaid damage in addition to a subsequent total loss sustained during the period covered by this insurance.
- (i) loss or damage to engine(s), gearbox(es), electrical machinery, electrical equipment, batteries and connections resulting from  
(i) negligence of any person  
(ii) latent defect  
(iii) frost, unless all reasonable precautions have been taken  
(iv) water, unless by sudden accidental incursion into the Vessel
- (j) loss, damage, liability or expense arising while such Vessel or boat(s) is underway unless the Insured or other competent person authorised by the Insured is on board and in control of such Vessel or boat.

## IN ADDITION WHERE THE MAXIMUM DESIGNED SPEED OF THE VESSEL OR HER BOAT(S) EXCEEDS 17 KNOTS (20 M.P.H.)

no claim shall be allowed in respect of:

- (k) loss, damage, liability or expense arising from such Vessel or boat(s) being left unattended off an exposed beach or shore.
- (l) loss, damage, liability or expense arising while such Vessel or boat(s) is racing or on speed tests or trials.
- (m) loss, damage, liability or expense caused by or arising through fire or explosion on such Vessel or boat if equipped with inboard machinery, unless such Vessel or boat is equipped in the galley with adequate fire extinguishing apparatus and in the engine room with an adequate fire extinguishing system automatically operated or having controls at the steering position(s), or outside and adjacent to the engine room and all properly installed and maintained in efficient working order.

## 6. PERSONAL EFFECTS

When an amount for personal effects, being the personal property of the Insured or the Insured's family, is included in the Certificate of Insurance, those personal effects are insured against physical loss or damage on the terms of this insurance while on board the Vessel, and while in transit between the Insured's place of residence and the insured Vessel.

In addition the following shall apply:

- (a) where the total value of the personal effects on board the Vessel at the time of the loss exceeds the amount insured for personal effects in the Certificate of Insurance, any claim shall be reduced proportionately.
- (b) no single item with a value in excess of £250 is insured unless declared and agreed in writing.
- (c) jewellery, currency, travellers cheques and consumable stores are not covered. Breakage of articles of a brittle nature is not covered.

Personal effects are not covered by this insurance if they are covered under any other policy of insurance, or but for the existence of this insurance would be covered under any other policy of insurance.

## 7. MARINA BENEFITS

Where the Vessel is marina based as specified in the Certificate of Insurance, in the event of a claim under this insurance for loss or damage to the Vessel while moored on a pontoon berth in a marina or ashore in a marina:

- (a) the excess specified in the Certificate of Insurance shall not be deducted.
- (b) any no claims bonus entitlement shall not be affected at renewal.

## 8. LIABILITIES TO THIRD PARTIES

- (a) The Insurers will indemnify the Insured in respect of all claims which the Insured shall by reason of interest in the insured Vessel become legally liable to pay and shall pay. The indemnity payable in respect of any one accident, or series of accidents arising out of the same event, shall be limited to the insured value of the Vessel or to the sum specified in the Certificate of Insurance for that purpose.
- (b) When the liability of the Insured has been contested with the consent in writing of the Insurers, they will also pay the legal costs which the Insured shall thereby incur or be compelled to pay.
- (c) The protection of this Clause 8 shall extend to any person navigating or in charge of the Vessel with the consent of the Insured other than a person operating, or employed by the operator of any ship yard, repair yard, slipway, marina, yacht club, sales agency, delivery contractor or similar organisation. This extension shall be subject to all terms, conditions and warranties of this insurance.

# INLAND POLICY WORDING (Cont'd)

- (d) This insurance does not cover:
- (i) any claim or liability excluded under Clause 5
  - (ii) any liability to the Insured or any owner of the Vessel
  - (iii) any liability admitted or agreed without the written consent of the Insurers
  - (iv) any claim arising directly or indirectly from any accidents to, or illness of, workmen or any person employed in any capacity whatsoever by the Insured (or any other person to whom the protection of this insurance is afforded) in, on, about or in connection with the Vessel
  - (v)
    - (a) any liability arising while the Vessel is used for, or in connection with, water-skiing, aquaplaning, or similar activity, unless expressly agreed in writing, in which case insurers liability shall be limited to the sum specified in the Certificate of Insurance for that purpose.
    - (b) any liability arising while the Vessel is being used for the towing of water toys, unless expressly agreed in writing, in which case insurers liability shall be limited to the sum specified in the Certificate of Insurance for that purpose. It is a condition precedent to liability that: Toys are of professional design and manufacture; Toys are operated exactly in accordance with the manufacturers instructions regarding passengers (including size and weight) and speed of operation.
  - (vi) any liability arising while the Vessel is used for or in connection with paragliding
  - (vii) punitive or exemplary damages, however described.

## 9. EXCESS AND DEDUCTIONS

- (a) The excess specified in the Certificate of Insurance shall be deducted from all claims arising out of each and every incident, other than total loss or constructive total loss of the Vessel, or total loss of items separately declared and valued in the Certificate of Insurance.
- (b) Prior to the deduction under 9(a) and in addition all claims for loss of or damage to protective covers, sails, canopies and (where covered) personal effects may be subject to a new for old deduction at Insurers discretion.
- (c) The maximum amount payable by Insurers for loss or damage to outboard motors shall be the actual current market value of the outboard at the time of the loss or damage, or the sum insured for the outboard as shown in the Certificate of Insurance, whichever is the smaller.
- (d) Insurers may, at their option, repair or replace with property of similar age, type and condition all or any part of the Insured Vessel or property lost, damaged or destroyed instead of paying the amount of the loss or damage in money.

## 10. CONSTRUCTIVE TOTAL LOSS

A claim for constructive total loss shall be recoverable when the cost of recovery and/or repair of the Vessel, following an insured loss, exceeds the insured value.

## 11. CLAIMS

In the event of any occurrence which might give rise to a claim under this insurance the Insured must give immediate notice to Insurers and following a sinking or partial immersion take necessary immediate appropriate first aid treatment.

A surveyor may be appointed to represent Insurers.

In the event of fire, malicious damage or theft immediate notification must be given to the local police.

The Insured must provide all reasonable assistance in pursuing any recovery from a third party.

The Insurers have the option of appointing solicitors who shall represent the Insured in the defence of any third party claim covered by Clause 8 and in any event the Insurers shall direct progress of such defence.

## 12. LAW

The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English law and jurisdiction.

## OUR SERVICE COMMITMENT TO YOU

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service.

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 broker who you arranged this insurance with or;

### The Administrators

K Drewe Insurance Brokers Ltd,  
The Post House, 14 Load Street,  
Bewdley, Worcestershire, DY12 2AE

Tel: 0845 33 03 012 Fax: 0845 408 5926

E-mail: mail@kdib.co.uk

In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to Policyholder & Market Assistance at Lloyd's. Their address is:-

### Policyholder & Market Assistance

Lloyd's Market Services, One Lime Street,  
London EC3M 7HA

Tel: 020 7327 5693 Fax: 020 7327 5225

E-mail: Complaints@Lloyds.com

Complaints that cannot be resolved by Policyholder & Market Assistance may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaint process. Referral to the Financial Ombudsman will not affect your right to take legal action.

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# PERSONAL ACCIDENT EXTENSION WORDING

**This insurance is only applicable if the insurance to which it is attached is in the name of an individual.**

## 1. COVER

This insurance will indemnify the insured person for bodily injury caused by an accident, or to the Executors or Administrators in the event of the death of the insured person during the period of this insurance while on board or embarking onto or disembarking from the Insured Vessel and subject to the definitions, terms, conditions, limits and exclusions as set out below, and in the insurance to which this clause is attached.

## 2. PERIOD OF INSURANCE

This insurance shall be for the same period as the insurance on the Vessel as set out in the Certificate of Insurance.

## 3. GEOGRAPHICAL LIMITS AND USE OF VESSEL

This insurance shall remain in force provided the Vessel to which this insurance is attached is

- (a) within the area defined in the Certificate of Insurance.
- (b) used solely for private pleasure purposes and not let out on hire or reward unless agreed by Insurers in writing.

## 4. DEFINITIONS

"Bodily Injury" means identifiable physical injury arising solely and independently of any cause (other than illness directly resulting from medical or surgical treatment rendered necessary by such injury) which occasions the death or disablement of the insured person within 12 months from the date of the accident.

"Insured Person" means any person on board the Insured Vessel other than any person employed in any capacity whatsoever by any owner of the Vessel.

"Permanent Total Disablement" means disablement which entirely prevents the insured person from attending to any business or occupation for which he is reasonably suited by training, education or experience and which lasts 12 months and at the expiry of that period is beyond hope of improvement.

"Loss of Limb" means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.

"Vessel" means the craft specified in the Certificate of Insurance to which this wording is attached.

## 5. SCHEDULE OF COMPENSATION

Compensation shall not be payable under more than one of the items of this Schedule of Compensation in respect of the consequences of one accident to any one insured person.

The total sum payable under this insurance in respect of more than one accident to any one insured person shall not exceed £10,000. No more than six claims may be made under this insurance during the period of the insurance.

Claims under A, B, C, D, E & F below shall only be considered when death or loss occurs within twelve months of the accident

- A Death £10,000
- B Total and irrecoverable loss of sight of both eyes £10,000
- C Total and irrecoverable loss of sight of one eye £10,000
- D Loss of one limb £10,000
- E Loss of two limbs £10,000
- F Total and irrecoverable loss of one limb and one eye £10,000
- G Permanent Total Disablement (other than total and irrecoverable loss of sight of one or both eyes or loss of limb(s)) £10,000

## 6. EXCLUSIONS

**This insurance does not cover death or disablement directly or indirectly arising out of or consequent upon or contributed by:-**

- (a) loss, damage, expense or liability directly or indirectly arising from capture, seizure, arrest, restraint or detention, war, terrorism, civil war, revolution, rebellion, insurrection, civil conflict or commotion.
- (b) loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from
  - (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or similar peaceful purposes.
- (c) suicide or attempted suicide or intentional self injury or the insured person being in a state of insanity.
- (d) deliberate exposure to exceptional danger (except in an attempt to save human life), or the Insured's own criminal act.
- (e) illness or disease.

## 7. MEDICAL EXPENSES

In addition to the benefits set out herein and subject at all time to any limits, conditions, exclusions this insurance shall extend to cover doctor's or surgeon's fees (subject to a limit of £500 any one accident) for the attendance upon the Insured or his family or crew incurred as a direct result of personal injuries caused by the Vessel sinking, being in collision or on fire.

# PERSONAL ACCIDENT EXTENSION WORDING (Cont'd)

## 8. CLAIMS

- (a) Notice must be given to the Insurers as soon as reasonably practicable of any accident which causes or may give rise to a claim within the meaning of this insurance.
- (b) The insured person must, as soon as possible, place himself under the care of a duly qualified medical practitioner.
- (c) It is a condition precedent to any liability hereunder to pay compensation to any insured person (or his representatives) that all medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical adviser appointed by or on behalf of Insurers and that such medical adviser shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make examination of the insured person.
- (d) Any fraud or concealment or deliberate mis-statement by an insured person if unknown to the Insured in relation to any matter affecting this insurance or in connection with the making of a claim under this insurance shall render this insurance null and void insofar as it relates to the insured person in question but any such fraud, mis-statement or concealment by or known to the Insured shall render the whole insurance null and void and all claims hereunder shall be forfeited.

## 9. LAW

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to English law and jurisdiction.

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## OTHER INFORMATION

### LAW

The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English law and jurisdiction.

### LANGUAGE

Unless otherwise agreed in writing, the language of your insurance wording and any communication throughout the duration of the contract will be in English.

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## CLAIMS ADVICE

This claims advice section has been put together by Haven Knox-Johnston and is intended to provide some guidance should you have to submit a claim under your insurance. It does not form part of any policy wording or give any indication of acceptance of liability by the underwriters.

Whilst no-one wishes to experience any loss or damage to their boat nor any liability to anyone else – these things happen. To provide you with peace of mind and a feeling of security concerning your boat, you have taken out insurance. Haven Knox-Johnston aim to give you that peace of mind and sense of security by providing an efficient and helpful claims service.

**To ensure that a claim runs smoothly Haven Knox-Johnston will need your assistance. They hope you will take the time to read this section as it contains some useful guidance and sets out some of your duties and responsibilities.**

**When loss or damage occurs act as if uninsured.** This may seem unusual advice but it is most important that, in the event of any incident involving your vessel you must take all reasonable steps to minimise the loss.

This action can only be in the best interests of all parties and may include such steps as:

- (a) **first aid treatment to engines**
- (b) **reporting theft to the police and any other authority (i.e. Marina etc.)**
- (c) **making the craft secure after a break-in**
- (d) **making a craft weatherproof and watertight after damage**

While it does not necessarily follow that the costs of any such action will be fully covered by the terms of your insurance, it is in your own interest to take such action. Should you have any doubts as to what to do you should contact Haven Knox-Johnston on 01732 223610/611 between 9am - 5pm weekdays, outside of these hours a claims message service / helpline is provided. Your local marina may also be able to provide assistance.

### THIRD PARTY CLAIMS

If the incident involves another person or another craft do NOT admit liability or give any impression of acceptance of responsibility and do NOT make any offer of payment. Please remember that, in the heat of the moment, many things are said that can, in the light of subsequent evidence, be later regretted.

It is not necessary to disclose that you are insured (as with motor insurance). If you receive a claim from another party (the third party) acknowledge the correspondence and pass it to Haven Knox-Johnston immediately.

If you feel that the Third Party is responsible for the incident, and in order to preserve your position (and that of your insurers), it is necessary for you to write to the Third Party immediately, holding them liable for all costs involved (whether insured or not) and asking them for the name of their insurers.

Copies of any such correspondence with any 'Third Party' should be kept and sent to Haven Knox-Johnston immediately.

### PROCEDURE

It is very important that Haven Knox-Johnston are immediately informed of any event that may lead to a claim under your insurance. A claim form will be forwarded to you for completion as soon as they are told of the incident. This should be returned fully completed whether or not you intend to make a formal claim. Please ensure that any claims forms or other documentation are returned as quickly as possible.

Haven Knox-Johnston may ask you:

- (a) **to obtain estimates for repairing any damage**  
and/or
- (b) **to obtain quotations for the replacement of any items lost or destroyed**

Any estimates or quotations should be sent to Haven Knox-Johnston without delay. Haven Knox-Johnston reserve the right to ask you to obtain alternative estimates.

Haven Knox-Johnston may instruct a surveyor to inspect and/or investigate. Except in an emergency or to prevent further damage, repair instructions should not be given without prior agreement. When you are satisfied with the repairs the invoice should be paid by you and the receipted invoices should then be forwarded to Haven Knox-Johnston.

### POINTS

- 1 Please remember that the repair contract is between you and the contractor. Any instructions regarding either repair or replacement must come from you – the owner. You must however, seek Haven Knox-Johnston's agreement in the first place.
- 2 Remember that your 'no claims bonus' is just that – a no *claim* bonus and not a no *blame* bonus.
- 3 The claim may be subject to deductions in addition to any policy excess and the clauses in the insurance should be read carefully so that you are fully aware of these (e.g. sails, covers and outboard motors).

If in doubt as to any particular course of action following an incident which might lead to a claim under your insurance, telephone 01732 223610/611 as soon as possible for advice and assistance.

While Haven Knox-Johnston aim to provide the highest standards of service, if you have any questions about the handling of a claim you should:

**CONTACT HAVEN KNOX-JOHNSTON  
BETWEEN 9AM - 5PM WEEKDAYS  
EXCLUDING BANK HOLIDAYS  
Tel: 01732 223610/611  
Fax: 01732 871482  
E-mail: [havenclaims@amlin.co.uk](mailto:havenclaims@amlin.co.uk)**