

PLEASURE CRAFT INSURANCE

THIRD PARTY SUMMARY OF COVER

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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: THIRD PARTY 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 third party liability only insurance wording for pleasure craft.

The main characteristics and benefits are:

- Third party liability for you and any person navigating or in charge of your vessel with your permission (Clauses 1(a), (b) and (c))

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

- No claim will be allowed for any liability:
 - To you or any owner of the vessel (5a)
 - Where you have admitted or agreed to it without the written consent of Insurers (5b)
 - Whilst in transit (5c)
 - Whilst racing (5d)
 - Or expense intentionally caused by the insured (5e)
 - Whilst used for water skiing, aquaplaning or similar activity unless agreed in writing (5i)
 - Whilst used for paragliding (5j)
 - For removal of wreck expenses (5l)
 - Where your vessel has a maximum design speed of more than 17 knots (20mph) additional exclusions apply (5n) to (5p)

Significant and unusual limitations are in Clause 6:

- An excess will apply to each claim (6)

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.

PLEASURE CRAFT INSURANCE THIRD PARTY POLICY WORDING

Certificate No: B1019 MA 000158

1. COVER

- (a) This insurance will indemnify the insured in respect of all claims which the Insured shall by reason of interest in the Vessel specified in the Certificate of Insurance become legally liable to pay and shall pay, except as excluded in these clauses or by any special conditions. The indemnity payable in respect of any one accident, or series of accidents arising out of the same event, shall be limited to the sum specified in the Certificate of Insurance for that purpose.
- (b) The protection of this Clause 1 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, marina, slipway, yacht club, sales agency, delivery contractor or similar organisation. This extension shall be subject to all terms, conditions and warranties of this insurance.
- (c) 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.

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.

2. GEOGRAPHICAL LIMITS AND USE OF THE VESSEL

- (a) The Vessel is only covered within the cruising range defined in the Certificate of Insurance.
- (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 any liability

- (a) to the Insured or any owner of the Vessel.
- (b) admitted or agreed without the written consent of the Insurers.
- (c) while in transit.
- (d) arising while the Vessel is racing.
- (e) 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.
- (f) directly or indirectly arising from capture, seizure, arrest, restraint or detention, war, terrorism, civil war, revolution, rebellion, insurrection, civil conflict or commotion.
- (g) loss, damage 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) 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.
- (i) arising while the Vessel is used for, or in connection with, waterskiing, 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.
- (j) arising while the Vessel is used for or in connection with paragliding.
- (k) for punitive or exemplary damages, however described.
- (l) for any expenses incurred in the removal of the Vessel or wreck:-
- (i) from any place whatsoever, including
 - (ii) from any place owned, leased or occupied by the Insured.
- (m) 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 liability or expense:

- (n) arising from such Vessel or boat(s) being left unattended off an exposed beach or shore.
- (o) arising while such Vessel or boat(s) is racing or on speed tests or trials.
- (p) caused by or arising through fire or explosion on the 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. EXCESS AND DEDUCTIONS

The excess specified in the Certificate of Insurance shall be deducted from all claims arising out of each and every incident.

7. 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.

The Insurers have the option of appointing solicitors who shall represent the Insured in the defence of any third party claim covered by Clause 1 and in any event the Insurers shall direct the progress of such defence.

THIRD PARTY POLICY WORDING (Cont'd)

8. 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.

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.

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**