



Haven Pleasurecraft Policy

**The boat
insurance
people who
share your
passion**

WELCOME TO HAVEN KNOX-JOHNSTON

Thank you for choosing to insure with Haven Knox-Johnston.

We have prepared this booklet to provide you with all the information relating to the cover you have purchased under the Haven Pleasurecraft Policy. Please read the enclosed carefully and if you have any questions contact us.

With regard to claims, our intention is to settle them as quickly as possible and therefore we have included a 'Guide to making a claim'. Also there is a 'Know your boat section' which we would recommend that you complete which will help speed up the processing of any claim that you may need to make.

Once again thank you for insuring with Haven Knox-Johnston and we wish you an enjoyable year boating.

A handwritten signature in black ink that reads "J. P. Macaulay" followed by a long, horizontal, wavy flourish.

John Macaulay
Director



Haven Pleasurecraft Policy

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POLICY SUMMARY

The following summary contains some important information about the Haven Pleasurecraft Policy. It does not contain the full terms and conditions of your policy which can be found within the wording. You should review your insurance documentation regularly to ensure that the cover given is adequate.

About your Haven Pleasurecraft Policy

This is a 12 month policy or as shown on your Certificate of Insurance which is underwritten by Amlin Syndicate 2001 at Lloyd's on an "all risks" basis.

Important features and benefits

- All risks cover for loss, damage, theft and third party liability (see clauses 1.1 and 1.5)
- Cover extends to include loss or injury the insured or owner suffers whilst the vessel is in charge by another person (see clause 3.20)
- No excess or loss of no claims bonus for loss or damage to the vessel when berthed on a pontoon or ashore in a marina (see clause 5.6)
- Automatic cover for Personal Belongings to the value of £1,000 (see clause 1.6), (increased value available on request)
- Automatic cover for outboard and tender up to a combined value of £250 (see definition of vessel), (increased cover available on request)
- Medical Costs and Personal Accident cover (see clause 4)

Important and unusual exclusions or limitations

- Wear and tear and mechanical breakdown excluded (see clauses 3.5.2 and 3.5.6)
- Restrictions for machinery cover apply (see clause 3.15)
- Single handed sailing restricted to passages up to 18 hours (see clause 2.3)
- Swinging moorings must be inspected at least once every 12 months (see clause 2.9)
- Restrictions apply to vessels or boats where the maximum designed speed exceeds 17 knots (20 M.P.H) (see clause 3.18)

POLICY SUMMARY (CONT.)

How do you make a claim on this policy?

If you need to make a claim, you should immediately contact your broker or us:

- **by phone:** 01732 223610 (claims messaging service/helpline available outside office hours 9-5pm)
- **by fax:** 01732 871482
- **in writing** to us at: Haven Knox-Johnston, 11 Tower View, Kings Hill, West Malling, Kent ME19 4UY
- **by e-mail:** havenclaims@amlin.co.uk

Further information can be found in the 'Guide to making a claim' section of this booklet.

How do you cancel this policy?

You may cancel your insurance by phoning or writing to us. Please see the cancellation section of the policy wording for full details of how to cancel your policy. This will also explain any deductions that may be applicable.

You have the right to cancel your policy within 14 days of the inception date or the day policy documents were received and receive a full premium refund less any applicable deductions.

How do you complain to us?

We take great pride in the service we provide to you, however, if you are unhappy with the handling of your insurance please contact the General Manager at Haven Knox-Johnston, 11 Tower View, Kings Hill, West Malling, Kent ME19 4UY, Tel 01732 223600, Fax 01732 223601, E-mail haven@amlin.co.uk.

If for any reason we are unable to resolve your complaint then you can refer it to Lloyd's and subsequently the UK Financial Ombudsman Service.

Are we covered by the Financial Services Compensation Scheme (FSCS)?

Marine types of insurance are not covered by the FSCS.

IMPORTANT INFORMATION

General

The amount we have insured your vessel for is the agreed value of the vessel. If the information you have provided about the value of the vessel (including the price you bought it for) is false your insurance cover may not be valid and we may refuse to pay your claim.

If you store the vessel for any period consider keeping the yacht in a purpose built cradle removing all sails, booms covers and dodgers so as to reduce the effects of wind resistance.

Remember that your insurance policy is not a maintenance contract. It is up to you to ensure that all reasonable measures are taken to maintain your vessel and machinery.

Important Notice

Don't forget that you must advise us of any matter arising which may affect our assessment of your insurance. Examples include changes in conditions, market value or use of the insured property, attempts to sell the insured property, criminal charges or convictions of any person having an interest in the property, change in the mooring location or type of mooring for your vessel. If in doubt ask, failure to disclose fully and truthfully all relevant information may lead to the insurance being void.

Taxes

There maybe circumstances where taxes may be due that are not paid via Haven Knox-Johnston. If this occurs then it is your responsibility to ensure that these are paid direct to the appropriate authority.

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.

Law and Jurisdiction

Unless specifically agreed to the contrary your insurance shall be subject to English law and the English courts shall have exclusive jurisdiction.

Data Protection Act

To consider your request for insurance cover or to administer subsequent dealings of your insurance we must process your personal data and where appropriate your 'sensitive' personal data and in doing so we will comply with the provisions of the Data Protection Act 1998. For these purposes the Data Controller is Amlin Underwriting Services Limited.

IMPORTANT INFORMATION (CONT.)

Insurance Administration

It may be necessary by law or to effect or administer your insurance to pass your information to a third party whereby we will ensure that anyone we pass your information to will treat it with the same level of protection as if it was dealt with ourselves.

If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us and for us to process their personal data and that you have told them.

Telephone Recording

For our joint protection telephone calls may be recorded and/or monitored.

Premiums and Claims

All premiums received and claims are handled on behalf of the insurer.

HAVEN PLEASURECRAFT POLICY WORDING

DEFINITIONS

The following words in bold text shall be deemed to have the meanings as given:

Insured means the individual(s), company or other entity named in the Certificate of Insurance or in respect of liabilities to third parties a person in accordance with clause 1.5.4.

Insurer means Amlin Syndicate 2001 at Lloyd's.

Vessel means the insured vessel as specified in the Certificate of Insurance and is comprised of the hull, machinery, gear and equipment (such as would normally be sold with the Vessel) and the tender and the tender's outboard (not exceeding 10 h.p), being the property of the Insured named in the Certificate of Insurance. However, any tender and outboard motor shall only be included up to a maximum combined value of £250 (combined values in excess of £250 to be separately declared). It does not include moorings in any circumstances. Trailers are only covered if originally purchased with the Vessel or if specified in the Certificate of Insurance.

Sum Insured means the agreed value of the Vessel or other insured property as specified in the Certificate of Insurance.

Total Loss means when the Vessel is, following an insured loss, destroyed or the Insured is irretrievably deprived of the Vessel.

Constructive Total Loss means when the cost of recovery and/or repair of the Vessel, following an insured loss, exceeds the Sum Insured.

Unseaworthiness means the Vessel is not reasonably fit in all respects to encounter the conditions that may reasonably be anticipated in respect of any use to which it is put on any navigable waterway.

MCA means Maritime and Coastguard Agency.

Latent Defect means any hidden flaw, weakness or imperfection that cannot be identified by reasonable inspection. It does not include any item that is damaged or less effective due to use, wear and tear or similar.

Personal Belongings means the personal property of the Insured and, if appropriate, the Insured's domestic partner and their children who permanently live with them.

Boats means any boat, other than the Vessel, specified in the Certificate of Insurance.

All other words shall be given their ordinary meaning.

HAVEN PLEASURECRAFT POLICY WORDING (CONT.)

1 COVER

THE COVER PROVIDED BY THIS INSURANCE IS SUBJECT TO ALL CONDITIONS AND EXCLUSIONS IN THIS POLICY WORDING AND THE CERTIFICATE OF INSURANCE.

PLEASE NOTE THE PARTICULAR LIMITATIONS RELATING TO MACHINERY SPECIFICALLY IN CLAUSE 3.15.

- 1.1 The Insured is covered for:
 - 1.1.1 all risks of accidental physical loss or damage to the Vessel and/or other insured property specified in the Certificate of Insurance;
 - 1.1.2 loss or damage caused by Latent Defect in the Vessel (but excluding the cost or expense of repairing or replacing the defective part);
 - 1.1.3 negligence, deliberate damage (not caused by the Insured, except in an attempt to save human life), theft and piracy (for which cover is provided solely in relation to the Vessel) provided the Insured has taken all reasonable measures to maintain, protect and secure the Vessel and/or other insured property specified in the Certificate of Insurance; and
 - 1.1.4 all reasonable charges, including salvage charges, incurred to prevent or minimise a loss by any risk covered by this insurance. The cost of temporary repairs is only covered to the extent required to prevent or minimise a loss.
- 1.2 The Insured shall recover from the Insurer no more than the Sum Insured less any applicable excess or other deductions in accordance with clause 5.
- 1.3 If the Certificate of Insurance specifies a separate Sum Insured for any items other than the Vessel, the Insured shall recover from the Insurer no more than that Sum Insured less any applicable excess or other deductions in accordance with clause 5.
- 1.4 If the Insured provides information about the value of the Vessel (including the purchase price of the Vessel) which is false, this insurance may not be valid and Insurers may decline to pay any claim.

HAVEN PLEASURECRAFT POLICY WORDING (CONT.)

1.5 In respect of liabilities to third parties:

- 1.5.1 the Insurer shall indemnify the Insured in respect of all claims for personal injury and property damage which the Insured shall by reason of their interest in the insured Vessel become legally liable to pay and shall pay to any third party. 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 Insured for the Vessel unless there is a sum specified in the Certificate of Insurance;
- 1.5.2 the Insurer will indemnify the insured in respect of the costs that the Insured is responsible for paying for removal of the wreck of the Vessel, provided that the Insurer has agreed to pay for the damage to the Vessel;
- 1.5.3 in addition, when the liability of the Insured has been contested with the consent in writing of the Insurer, the Insurer will pay the legal costs which the Insured shall thereby incur or be compelled to pay; and
- 1.5.4 cover shall extend to any person navigating or in charge of the Vessel with the consent of the Insured. However, such cover shall not include any person operating, or employed by the operator of any ship yard, repair yard, slipway, marina, yacht club, sales agency, delivery contractor or similar organisation.

Such cover provided by this clause shall be subject to all other terms and conditions of this insurance.

- 1.6 Personal Belongings to the value of £1,000 are covered against physical loss or damage in accordance with the terms of this insurance whilst on-board the Vessel and whilst in transit between the Insured's place of residence and the Vessel. Should another sum for Personal Belongings be specified in the Certificate of Insurance, this shall be the total for Personal Belongings, the amount shall not be cumulative.

1.6.1 In addition to the other limits and exclusions in this policy:

- 1.6.1.1 no single item with a value in excess of £250 is insured unless declared and agreed in writing;

HAVEN PLEASURECRAFT POLICY WORDING (CONT.)

- 1.6.1.2 jewellery, cash, travellers cheques, debit cards, credit cards, charge cards, other financial securities (including but not limited to share, premium or bond certificates), fine art and consumable stores are not covered; and
- 1.6.1.3 breakage of articles of a brittle nature is not covered.
- 1.7 Personal Belongings 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.
- 1.8 In the event that a sum for Personal Belongings is specified in the Certificate of Insurance this shall be the most that can be recovered for Personal Belongings. If the total value of the Personal Belongings on-board the Vessel at the time of the loss exceeds the amount specified for Personal Belongings in the Certificate of Insurance, the amount that may be claimed shall be reduced proportionately.

2 GEOGRAPHICAL LIMITS AND USE OF THE VESSEL

THE FOLLOWING ARE CONDITIONS PRECEDENT TO INSURER'S LIABILITY. IN THE EVENT OF A BREACH NO CLAIMS WILL BE PAID AND NO REFUND OF PREMIUM WILL BE MADE.

- 2.1 The Vessel is only covered within the cruising range specified in the Certificate of Insurance.
- 2.2 The Vessel is also covered whilst in transit by road and, where incidental to such transit, by passenger or vehicle ferry or train, provided the Vessel is carried on a suitable and roadworthy trailer and in accordance with all applicable laws and regulations. The Vessel is also covered for transit performed by a professional road haulier under a contract of carriage provided that the Insured does not waive any rights to recover from the haulier in the event of loss or damage to the Vessel.
- 2.3 The Vessel is covered for single-handed sailing by the Insured named in the Certificate of Insurance, but for a passage which might last 18 hours or more, the Vessel is only covered for loss, damage, liability or expense while underway, provided at least two people are on-board throughout and each person is qualified or has experience appropriate for them to take charge of the Vessel.

HAVEN PLEASURECRAFT POLICY WORDING (CONT.)

- 2.4 The Vessel must not be used as a place of residence by anyone other than the Insured, the Insured's domestic partner and/or their children who otherwise permanently live with them, unless agreed by the Insurer in writing. In no event shall cover extend to include any commercial letting.
- 2.5 The Vessel must be used for private pleasure purposes only, and must not be let out on charter, hire or reward unless expressly agreed to by the Insurer and specified in the Certificate of Insurance. Should the Insurer provide agreement to allow such use the Insured must ensure that:
- 2.5.1 the Vessel is compliant with applicable MCA regulations or any other local regulation or licensing conditions when on charter;
 - 2.5.2 the number of passengers is restricted to the MCA coding or any other local regulation or licensing conditions, but never exceeding 12; and
 - 2.5.3 the Insured or the Insured's experienced, employed skipper is on-board and in charge whilst the Vessel is underway and that the Insured or their employed skipper, as applicable, is suitably qualified in accordance with all applicable regulations.
- 2.6 Whilst racing the Vessel is covered for loss or damage, other than to mast(s), spars, sails, standing and running rigging. Liability to third parties is also covered. Loss or damage to mast(s), spars, sails, standing and running rigging whilst the Vessel is racing is covered if the Vessel:
- 2.6.1 accidentally sinks, strands or runs aground;
 - 2.6.2 collides with any object other than water; or
 - 2.6.3 catches fire.
- 2.7 Where the Insured specifically requests extended cover for racing and the Insurer agrees, provided that it is in accordance with the type of racing specified in the Certificate of Insurance:
- 2.7.1 the Insurer agrees to cover loss or damage to mast(s), spars, sails, standing and running rigging but any claim will be reduced by one third;

HAVEN PLEASURECRAFT POLICY WORDING (CONT.)

- 2.7.2 the Insurer's total liability for mast(s), spars, sails, standing and running rigging will be limited to a maximum of 50% of the Sum Insured for the Vessel;
 - 2.7.3 sails split by the wind or blown away are not covered; and
 - 2.7.4 the excess specified in Clause 5.1 will not be deducted.
- 2.8 Vessels other than sailing yachts are never covered for racing.
- 2.9 If the Vessel is to be moored on a swinging mooring specified in the Certificate of Insurance, the swinging mooring must be suitable for the Vessel and inspected at least once every 12 months.

3 EXCLUSIONS

THIS CLAUSE IS PARAMOUNT AND APPLIES TO ALL THE AGREED USES OF THE VESSEL.

The Insured is not covered for:

- 3.1 any claims for loss of use of the Vessel or any loss of profits, travel expenses or other indirect losses of any description;
- 3.2 any reduction in the value of the Vessel whether due to damage and repair or otherwise;
- 3.3 any claims caused by any act or omission of the person in charge of the Vessel if they were impaired following the consumption of alcohol or drugs;
- 3.4 any loss, damage, liability or expense arising from the Unseaworthiness of the Vessel;
- 3.5 any loss, damage, liability or expense directly or indirectly arising from:
 - 3.5.1 lack of reasonable maintenance;
 - 3.5.2 wear and tear;
 - 3.5.3 gradual deterioration, weathering or damp;
 - 3.5.4 corrosion or electrolysis;
 - 3.5.5 damage caused by insects or marine life of any description whatsoever;
 - 3.5.6 mechanical breakdown;

HAVEN PLEASURECRAFT POLICY WORDING (CONT.)

- 3.5.7 the cost of replacing any obsolete item or item rendered obsolete by damage to any other item. However, the Insured shall recover from the Insurer the lower of the amount that the damaged or lost item was worth when it was last available or the cost of a similar item; or
- 3.5.8 accumulation of rainwater or snow in or on the Vessel unless resulting from rare and extreme weather conditions.
- 3.6 the cost of making good any defect resulting from any repair, alteration or maintenance work carried out on the Vessel whether or not resulting from a claim under this insurance;
- 3.7 any loss, damage, liability or expense incurred:
 - 3.7.1 to remedy a fault or error in design or construction; or
 - 3.7.2 by reason of efforts to improve or alter the design or construction.
- 3.8 the cost of altering or replacing parts of the Vessel that are undamaged in order to match parts that have been repaired or replaced;
- 3.9 theft of any insured gear and equipment or Personal Belongings:
 - 3.9.1 from inside the Vessel or a locked vehicle unless following violent forcible entry into the Vessel, place of storage or locked vehicle;
 - 3.9.2 from the exterior of the Vessel unless securely fixed to the Vessel and violence and force was required to remove the insured gear and equipment or Personal Belongings;
 - 3.9.3 theft of the outboard motor unless secured to the Vessel or tender or Boat by an anti-theft device specifically designed and marketed for the purpose in addition to its normal method of attachment, or following violent forcible entry into the Vessel or place of storage; or
 - 3.9.4 theft or loss of a tender not permanently marked with the name of the parent Vessel or other identifiable mark.
- 3.10 theft of a trailer or the Vessel (when on a trailer) unless either:
 - 3.10.1 stored in a locked and permanent building and following violent forcible entry into that building;

HAVEN PLEASURECRAFT POLICY WORDING (CONT.)

- 3.10.2 the trailer is locked with a wheel clamp specifically designed and marketed for the purpose, regardless of the amount of time the trailer is left;
- 3.10.3 the Vessel is secured to the trailer which is locked with a wheel clamp specifically designed and marketed for the purpose, regardless of the length of time the trailer and Vessel are so left or secured to the outside of a vehicle; or
- 3.10.4 the Vessel is in sight at all times and the trailer is attached to the towing vehicle which is locked and secured or otherwise securely immobilised.
- 3.11 loss of or damage to sails while in use, if split by the wind or blown away;
- 3.12 loss, damage, liability or expense directly or indirectly arising from:
 - 3.12.1 capture, seizure, arrest, restraint, detainment or custody including, but not limited to, costs or expense incurred to prevent such a possibility;
 - 3.12.2 war, civil war, revolution, rebellion, insurrection, civil conflict or similar;
 - 3.12.3 riot or similar disturbance; or
 - 3.12.4 terrorism (unless cover is obligatory under the relevant law).
- 3.13 loss, damage, liability or expense directly or indirectly caused by or contributed to or arising from:
 - 3.13.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - 3.13.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - 3.13.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
 - 3.13.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

HAVEN PLEASURECRAFT POLICY WORDING (CONT.)

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.

- 3.14 unrepaired damage as well as any subsequent Total Loss of the Vessel sustained during the period covered by this insurance or any earlier period covered by the Insurer;
- 3.15 loss or damage to engine(s), gearbox(es), electrical machinery, electrical equipment, batteries and connections resulting from:
 - 3.15.1 negligence of any person including, but not limited to, the failure to reasonably maintain the Vessel;
 - 3.15.2 Latent Defect in the Vessel;
 - 3.15.3 frost, unless all reasonable precautions have been taken;
 - 3.15.4 water, unless resulting from accidental damage to the hull or rare and extreme weather conditions; or
 - 3.15.5 failure by any Insured to take reasonable precautions to prevent further deterioration.
- 3.16 any loss, damage, liability or expense directly or indirectly arising from the release of the Vessel or other insured property to a third party purporting to purchase the Vessel or insured property specified in the Certificate of Insurance before payment for the Vessel or other insured property has cleared in the Insured's account;
- 3.17 loss, damage, liability or expense arising while the Vessel is underway unless the Insured or another person who is qualified or has experience appropriate for them to take charge of the Vessel is on-board and in charge of the Vessel;
- 3.18 In addition where the maximum designed speed of the vessel or other boats exceeds 17 knots (20 M.P.H.) no claim shall be allowed in respect of:
 - 3.18.1 loss, damage, liability or expense arising from the Vessel or other Boat being left unattended off an exposed beach or shore, unless the Insured can see the Vessel at all times and can return to the Vessel within 15 minutes; or

HAVEN PLEASURECRAFT POLICY WORDING (CONT.)

- 3.18.2 loss, damage, liability or expense caused by or arising from fire or explosion on the Vessel or other Boat if equipped with inboard machinery, unless the Vessel or other 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.
- 3.19 any liability to third parties while the Vessel is in transit including, but not limited to, liability:
- 3.19.1 contributed to or caused by the trailer becoming detached from the towing vehicle; or
- 3.19.2 as a result of an accident occurring on a highway or public or private place whilst the trailer is attached to the towing vehicle or whilst being carried by a professional road haulier.
- 3.20 any liability to the Insured, any owner of the Vessel or any party with any other rights in the Vessel, except when any Insured or owner of the Vessel suffers loss or injury whilst the Vessel is in the charge of another person in accordance with clause 1.5.4;
- 3.21 any liability to third parties admitted, accepted or agreed without the written consent of the Insurer;
- 3.22 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;
- 3.23 any liability to any person if they or anyone else has paid for them to be on-board the Vessel, unless cover has been extended in accordance with clause 2.5;
- 3.24 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 the Insurer's liability shall be limited to the sum specified in the Certificate of Insurance for that purpose;

HAVEN PLEASURECRAFT POLICY WORDING (CONT.)

- 3.25 any liability arising while the Vessel is being used for the towing of water toys, unless expressly agreed in writing, in which case the Insurer's liability shall be limited to the sum specified in the Certificate of Insurance for that purpose. It is a condition precedent to liability that:
- 3.25.1 water toys are of professional design and manufacture; and
 - 3.25.2 water toys are operated exactly in accordance with the manufacturers' instructions regarding passengers (including size and weight) and speed of operation.
- 3.26 any liability arising while the Vessel is used for or in connection with parasailing;
- 3.27 any liability for punitive or exemplary damages, however described or any costs resulting from criminal proceedings.

4 MEDICAL COSTS AND PERSONAL ACCIDENT

- 4.1 The Insurer will pay doctor's or surgeon's fees up to a maximum of £500 as a direct result of the Insured or the Insured's guests accidentally suffering an injury while on the Vessel.
- 4.2 The Insurer will pay compensation of £10,000 to anyone who has an accident on the Vessel, or while they are getting on or off the Vessel, which leads to:
- 4.2.1 their death (in which case, the Insurer will make the payment to their estate);
 - 4.2.2 the loss of sight in one or both of their eyes;
 - 4.2.3 the loss of one or more of their arms or legs (including any part above the wrist or ankle);
 - 4.2.4 the permanent loss of the use of one or more of their hands, arms or legs; or
 - 4.2.5 them suffering an injury that makes them unable to work for a year, and after which time medical experts that the Insurer appoints advise them that the condition will not improve.

HAVEN PLEASURECRAFT POLICY WORDING (CONT.)

- 4.3 This insurance does not cover the injured person if :
- 4.3.1 they did not have the Insured's permission to be on the Vessel;
 - 4.3.2 they are employed by the Insured or are being paid to be on the Vessel; or
 - 4.3.3 they or anyone else paid for them to be on the Vessel, unless cover has been extended in accordance with clause 2.5.
- 4.4. All other conditions and exclusions included elsewhere in this policy wording are also applicable to this section.

5 EXCESS AND DEDUCTIONS

- 5.1 The excess specified in the Certificate of Insurance shall be deducted from all claims arising out of each and every loss, other than for:
- 5.1.1 Total Loss or Constructive Total Loss of the Vessel or Total Loss of items separately declared and valued in the Certificate of Insurance;
 - 5.1.2 costs incurred solely to prevent or minimise a loss in accordance with clause 1.1.4;
 - 5.1.3 loss or damage caused by an uninsured third party; or
 - 5.1.4 claims for Medical Costs or Personal Accident in accordance with clause 4.
- 5.2 **OTHER DEDUCTIONS** - Prior to the deduction under clause 5.1, and in addition, in the event of any claim for loss of or damage to:
- protective covers and canopies;
 - machinery, batteries and tenders;
 - paintwork or other surface finish;
 - upholstery and soft furnishings; or
 - masts, spars, sails, standing and running rigging
- the Insurer may reduce the amount of the claim proportionately if repairing or replacing would restore the Vessel to a better condition than it was prior to the loss or damage.

HAVEN PLEASURECRAFT POLICY WORDING (CONT.)

- 5.3 **REPAIR OR REPLACEMENT** - The Insurer may, at its option, repair or replace with property of similar age, type and condition all or any part of the Vessel or insured property lost, damaged or destroyed instead of paying the amount of the loss or damage in money.
- 5.4 **OUTBOARD MOTORS ONLY** - The maximum amount payable by the Insurer for loss or damage to outboard motors shall be the lower of the actual current market value of the outboard at the time of the loss or damage, or the Sum Insured for the outboard as specified in the Certificate of Insurance.
- 5.5 **VESSELS WITH A MAXIMUM DESIGNED SPEED OF 30 KNOTS (35 M.P.H.) OR MORE ONLY** - The excess for Hull and Machinery specified in the Certificate of Insurance shall be doubled for all claims for loss or damage to rudder, strut, shaft, propeller, outboard or outdrive caused by contact with any external substance, including, but not limited to, water.
- 5.6 **MARINA BENEFITS** - If at the time of the loss or damage the Vessel was berthed on a pontoon in a marina or stored ashore in a marina, then:
- 5.6.1 the excess specified in the Certificate of Insurance shall not be deducted; and
- 5.6.2 any no claims bonus entitlement shall not be affected at renewal.

6 CHANGE OF OWNERSHIP

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

7 CANCELLATION

- 7.1 The Insured may cancel this insurance for any reason at any time with immediate effect by telephone or in writing:
- 7.1.1 if the Insured cancels this insurance within 14 days of the inception date, or the day policy documents were received, any premium paid shall be returned, less £30 and in addition

HAVEN PLEASURECRAFT POLICY WORDING (CONT.)

Insurance Premium Tax (or equivalent tax) and any document fees as specified in the Certificate of Insurance which shall be retained as a reasonable estimation of the costs incurred by Haven Knox-Johnston in concluding the contract; or

7.1.2 if the insurance is cancelled after 14 days of inception, the Insurer shall return the premium paid less:

7.1.2.1 a proportionate amount for the period that the Insurer was on risk; and

7.1.2.2 the £30 and in addition Insurance Premium Tax (or other equivalent tax) and any document fees as specified in the Certificate of Insurance incurred by Haven Knox-Johnston in concluding the contract.

However, no return shall be made for any sum less than £10.

7.2 The Insurer may cancel this insurance at any time subject to 15 days written notice to the Insured or their broker, in which case the Insurer shall return the premium paid less a proportionate amount for the period that the Insurer was on risk.

7.3 This insurance may also be cancelled at any time by mutual agreement.

8 CLAIMS

8.1 The Insured must give notice to the Insurer of any occurrence which might give rise to a claim under this insurance as soon as reasonably practicable. In the event that notification is delayed and the Insurer's interests are prejudiced, the Insurer shall be entitled to decline the claim.

8.2 When first notifying the Insurer of any occurrence that might give rise to a claim caused by theft the Insured must provide the hull identification number of the Vessel or the serial number of any outboard motor which was stolen. In the event that the numbers are not provided and the Insurer's interests are prejudiced, the Insurer shall be entitled to decline the claim.

8.3 In the event of any loss or damage which may give rise to a claim, including but not limited to a sinking or partial immersion, the Insured must immediately take all reasonable steps to mitigate against further loss or damage. Failure to do so shall entitle the Insurer to decline the claim.

HAVEN PLEASURECRAFT POLICY WORDING (CONT.)

- 8.4 In the event of fire, malicious damage or theft the Insured must report the matter to the local Police immediately. In the event that the report to the Police is unduly delayed and the Insurer's interests are prejudiced, the Insurer shall be entitled to decline the claim.
- 8.5 The Insured must ensure that all information provided to the Insurer when making a claim is true. If, by mistake, the Insured provides any information that is false it must be corrected immediately the error is identified. Should the Insured mislead the Insurer in any respect the claim will not be paid, the policy shall be void and no refund of premium will be made.
- 8.6 The Insurer may appoint a surveyor or any other person to assist in the investigation and handling of the claim who shall report to the Insurer. The Insured shall provide all reasonable assistance to such person including, but not limited to, access to the Vessel for inspection. In addition, the Insured shall provide all reasonable assistance to the Insurer and its representatives when investigating any matter giving rise to a claim or likely to give rise to a claim.
- 8.7 The Insurer has the option of appointing solicitors who shall represent the Insured in the defence of any third party claim covered by the terms of this insurance and in any event the Insurer shall direct the progress of such defence.
- 8.8 The Insurer shall have the right to settle any claim made against the Insured.
- 8.9 The Insurer shall have the right, but is under no obligation, to bring a claim or legal proceedings in the name of the Insured in order to recover any sums paid to the Insured, or other claimants. The Insured must provide all reasonable assistance in pursuing any such recovery from a third party.

9 LAW

The parties are free to choose the law applicable to this Insurance contract prior to commencement of this policy. Unless specifically agreed to the contrary this insurance shall be subject to English law and the English courts shall have exclusive jurisdiction.

10 COMPLAINTS

Any complaint relating to the handling of this insurance or any claim should be forwarded to: The General Manager, Haven Knox-Johnston, 11 Tower View, Kings Hill, West Malling, Kent ME19 4UY

Tel: 01732 223600 Fax: 01732 223601 E-Mail: haven@amlin.co.uk.

In the event that the Insured is dissatisfied with the handling of the complaint the Insured can at anytime refer the matter to Policyholder & Market Assistance. The address is: 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 UK Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

GUIDE TO MAKING A CLAIM

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

To ensure a claim runs smoothly we will need your assistance. We 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. It is important that you tell us everything you know about an incident that might give rise to a claim whether you think it is relevant or not, it might become important later.

HOW TO CONTACT US

Tel: 01732 223610 from the UK or +44 1732 223610 from abroad

Fax: 01732 871482

E-mail: havenclaims@amlin.co.uk

Our core office hours are 9 - 5 pm. Outside of these hours we provide a claims message service/helpline.

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 minimize the loss.

Own Damage

- Take immediate action to safeguard and protect property from further damage or deterioration (this would certainly include taking first aid action in respect of any machinery or electrical items).
- Enlist help (professional if necessary) if immediately required to safeguard/protect craft and equipment. Try to agree a realistic charge or fee if a tow is required before acceptance.
- Retain and look after all broken/torn/damaged items for inspection.

Damaged by Third Party

- If racing, protest the Third Party if they did not accept a penalty. Obtain witness statements.
- Obtain details of boat type/class/number/name/club and any witnesses details in addition to name and address, of helm and boat owner.

GUIDE TO MAKING A CLAIM (CONT.)

- Road Accidents - Obtain details of driver and insurer and any witnesses, or call the Police to the scene.
- If possible write down all the details and make a sketch of the site.

Damage to Third Parties

- If a Third Party wishes to hold you liable for damage (alleged to be your fault) provide them with your insurers details, your name, policy number, boat type/class and boat name/number.
- Do not make any admission of liability and do not make any offer of payment.
- 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 to us immediately.

Theft/Vandalism

- Any theft or malicious damage should be reported to the Police promptly.
- Keep a note of the Police Crime Reference Number.
- We will also need the serial numbers of any engines, tenders etc.
- Notify your club, local harbour master, etc with full details of the theft/vandalism.

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 us immediately for advice and assistance. Your local marina may also be able to provide assistance.

PROCEDURE

It is very important that we are immediately informed of any event that may lead to a claim under your insurance. We will forward a claim form to you for completion as soon as we are told of the incident. This should be returned to us, fully completed, as soon as possible whether or not you intend to make a formal claim.

GUIDE TO MAKING A CLAIM (CONT.)

We 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 us without delay. We reserve the right to ask you to obtain alternative estimates.

We 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 us.

Useful Information

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 our agreement in the first place.
2. The claim may be subject to deductions in addition to any policy excess and the clauses in the policy wording should be read carefully so that you are fully aware of these (e.g. sails, covers and outboard motors).

This claims information 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.

KNOW YOUR BOAT

We do not insist you give us a record of this information when you take out a policy, however, should you need to make a claim, we may ask for some or all of these details. We hope it will be helpful to you to keep a record of this information in one place.

HULL

Hull or Craft Identification Number: _____

Registration number: _____

Colour of hull: _____

Colour of deck: _____

Colour of superstructure: _____

Colour of antifouling (underwater): _____

Colour of trim: _____

Note: You should find the hull identification number on the transom (usually starboard side) otherwise search the interior, for example, on the dashboard or helm position.

ENGINE

Make of engine: _____

Model: _____

Serial number: _____

Gearbox or outdrive: _____

Make: _____

Serial No: _____

Transom shield serial number (if this applies): _____

Note: You should find your engine serial number on a plate on the swivel clamp of an outboard or on top of the engine on a sticker if it is inboard. Gearbox serial numbers are usually on a plate on the gearbox, while outdrive and transom shield numbers are marked on stickers, usually on the casing.

KNOW YOUR BOAT (CONT.)

TRAILER

Make of trailer: _____

Model: _____

2/4 wheel: _____

Colour of chassis: _____

Colour of mudguards: _____

Braked/unbraked: _____

EQUIPMENT

Make: _____

Model: _____

Serial No: _____

Make: _____

Model: _____

Serial No: _____

Make: _____

Model: _____

Serial No: _____

Make: _____

Model: _____

Serial No: _____

Make: _____

Model: _____

Serial No: _____

Please remember to keep this information up to date if anything changes.



Haven Knox-Johnston

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Kings Hill

West Malling

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