

## The AVIVA Sailplan Policy Summary

### Summary of cover

This is a summary of the insurance provided for pleasure craft by Euromarine Insurance Services Ltd. Cover is underwritten by Aviva Insurance Ltd for their Sailplan policy. It does not contain the full policy terms and conditions.

You can find full details of the cover provided, including definitions, terms and conditions in the policy booklet. It is important that you read the policy booklet carefully when you receive it.

### Name of the insurance undertaking

The insurer for all sections of this policy is Aviva Insurance Limited.  
Registered Office: Pitheavlis, Perth, Scotland PH2 0NH

### Type of insurance and cover

Your Sailplan policy is a multi-section insurance policy. It protects your craft and your liability to other people, including passengers in your craft. Your policy is an agreed value policy, which bases the sum insured on either price paid or an independent Surveyor's written valuation.

**Section 1 Loss or Damage to the vessel** – see Loss or Damage to the vessel section of policy booklet for details

### Significant features and benefits

You are insured for

- Accidental loss or damage to your craft (and specified items).
- Theft of permanent fixtures of your vessel (as long as there is forcible entry or they are forcibly removed).
- Outboard motors dropping off or falling overboard (as long as they are secured to your vessel by a suitable safety chain or strap).
- Theft of other items that are not permanent fixtures of your vessel (as long as there is forcible entry to the vessel or place of storage).
- Towing your craft behind your car within the UK or Ireland behind a suitable vehicle or while carried by professional haulier.
- Damage to underwater machinery on your speedboats as per the limits specified on your quotation and policy documentation.

### Significant or unusual exclusions or limitations (not applicable to Personal Watercraft/Jetskis – see over)

You are not insured for

- Theft of outboard motors unless they are secured to your boat with an anti-theft device, or stolen from a place of storage ashore.
- Theft of trailers unless they are secured with a wheel clamp.
- Wear and tear, natural decay or loss or damage to the vessel whilst undergoing major repairs or alterations (unless agreed by us).
- Loss of or damage to masts, spars and fittings, sails and standing or running rigging while you are racing your boat (unless agreed by us).
- Theft of or loss or damage to personal belongings, or navigation equipment over the value of £500 (unless they are specified in your policy schedule).
- Loss or damage to motors, electrical machinery or batteries caused by mechanical or electrical breakdown or failure.
- The excess shown in your policy schedule.

Please refer to Section 1 of the policy for full details of these exclusions.

### **Personal Watercraft / Jetskis only (not applicable to any other craft)**

If your vessel is a personal watercraft the following warranties and terms will apply:-

This policy covers the specified vessel subject to the following additional warranties and terms:

1. It is warranted that:
  - a) the PW/Jetski is used for private pleasure purposes only.
  - b) the PW/Jetski is kept in a lock-fast and secure RESIDENTIAL garage at all times when not in use.
  - c) all drivers are aged 21 years and over unless notified to and agreed by EIS/AVIVA.
  - d) all drivers are experienced in handling vessels of this type and power.
  - e) the PW/Jetski is not used in areas where personal watercraft are prohibited.
  - f) the PW/Jetski is not left afloat unmanned at any time.
  - g) where fitted to the PW/Jetski the 'dead man's handle' is in operation at all times.
2. This policy excludes loss or damage caused by:
  - a) theft of the PW/Jetski and/or equipment when not in use, unless occurring as a result of violent and forcible entry to a lock-fast and secure RESIDENTIAL garage. The PW/Jetski must be locked to the trailer and the trailer must be fitted with a wheel clamp.
  - b) theft of the PW/Jetski and/or equipment when in use and left unattended (including whilst in transit) unless the vessel is locked to the trailer and the trailer is fitted with a wheel clamp.
  - c) ingestion of any foreign object or substance into the mechanics of the PW/Jetski.
  - d) launching and/or beaching under power.
3. There is no cover under this policy for stunt, surf racing and/or white water use.

**Section 2 Liabilities** – see Liabilities Section of policy booklet for details

#### **Significant features and benefits**

You are insured as owner of your vessel for

- Death or bodily injury caused to passengers in your craft, or to other people.
- Damage you cause to any other vessels or property.
- Raising or attempted raising, removing or destroying the wreck of your boat, or if you fail to remove or destroy it.
- Other people to use your craft.

Your policy excess does not apply to claims under this section.

The maximum amount we will pay is shown in your policy schedule.

#### **Significant or unusual exclusions or limitations**

You are not insured for any liability arising from

- Anyone employed by you or employed by anyone using the vessel with your permission.
- The Employers' Liability Acts or any other law relating to workmen.
- Fare paying passengers (unless we agree).
- Accidents while your boat is in transit by road or attached to a road vehicle (your motor insurers will insure this).
- Accidents while your craft is in transit by rail or ferry.
- Any person employed in the marine trade who uses your boat (see your policy booklet for a full list of these people).
- Towing or preparing to tow a person or object (except to save life or property)
- Divers
- Water skiers (unless we agree).

We will not pay for any punitive or exemplary damages.

Please refer to Section 2 of the policy for full details of these exclusions.

**Section 3 Personal Accident** – see Personal Accident section of policy booklet for details

### **Significant features and benefits**

You are insured for accidental death or injury while you are on your craft or getting on or off it.

- A benefit will be paid for death or loss of limb or sight or permanent total disablement.

This cover applies to you and your spouse or nominated additional assured.

### **Significant or unusual exclusions or limitations**

You are not insured for death or disablement

- That happens more than 12 months after the date the injury was sustained.
- To anyone who is under 16 or over 70 at the time of the accident.
- If your craft is used for anything other than private pleasure purposes.
- Resulting from attempted suicide or wilful exposure to danger.
- Resulting from the influence of intoxicating liquor or drugs.

We will not pay compensation under more than one of the categories for the same accident.

The most we will pay in any one period of insurance is £20,000.

### **General Terms**

You are insured for

- Emergency and salvage charges necessary to save your vessel from a loss.
- Legal costs resulting from government, local authority or coroners' inquests.

### **All sections**

#### **Significant or unusual exclusions or limitations**

You must comply with the General policy conditions for the insurance cover to apply. These include your duty to take reasonable steps to protect your insured property from loss or damage and keep your craft in a seaworthy condition.

You should also refer to the General policy exclusions in your policy booklet for details of exclusions that apply to all sections of your policy.

All Special Endorsements specified on your policy schedule (as outlined in your quotation) override all other terms and conditions of your policy.

### **Policy period**

Your policy will provide insurance for 12 months from when it starts or as otherwise shown in your policy schedule.

### **Cancellation**

You have 14 days to change your mind about this insurance. The 14 days starts from the day after the day you received your policy booklet or the day of purchase of the contract whichever is the later.

You will find full details of the conditions for cancelling your policy in the policy booklet.

### **Claims**

You must report any claims to Euromarine Insurance Services immediately.

Telephone No: 01843 603345; Fax No: 01843 603346.

Postal Address: **Euromarine House, 18 St Peters Park Road, Broadstairs, Kent, CT10 2BL.**

When you telephone, please make sure you have your policy number ready to quote.

The office hours are between 8.30 am to 5.30 pm Monday to Friday (excluding Bank Holidays).

Upon notification of a claim we will send to you a claim form for completion and will at the same time provide specific advice and if necessary appoint an impartial surveyor. He will ascertain nature; cause and extent of damage and our consideration of your claim will be based on the advices of the surveyor taking into account information evidence provided by you.

## **Complaints**

We hope you will be very happy with the service we give to you. If you are not satisfied we would like to hear from you. Please refer to your policy booklet for full details of our complaints procedure.

We take all complaints we receive seriously and will handle any complaint promptly and fairly. If you make a complaint, we will acknowledge it promptly, explain how we will handle it, tell you what you need to do and tell you how your complaint is progressing.

We are members of the Financial Ombudsman Service (FOS). If you have complained to us and we have not been able to resolve your complaint, you may be able to refer it to this independent body.

## **Financial Services Compensation Scheme**

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

AVIVA Insurance UK Ltd, Registered in Scotland no. 2116  
Registered office: Pitheavlis, Perth, Scotland PH2 0NH.  
Authorised and regulated by the Financial Services Authority.

## **Law and Jurisdiction Applicable to the Contract**

The law applicable to this contract is subject to agreement between us and unless we have agreed otherwise the law applying to the contract is as follows:

If you are applying for insurance protection as a private individual, the law applicable to that part of the United Kingdom, Channel Island or Isle of Man in which you or the first named policy holder normally reside; or

If you are applying for insurance protection in your capacity as a sole trader or as a Company, the law applicable to that part of the United Kingdom, Channel Islands or Isle of Man in which you have your principle place of business; or

If the above does not apply, the Law of England and Wales.

You may bring proceedings at your option either in England and Wales, or the jurisdiction of your domicile, or in respect of liability where the harmful event took place if the law of that jurisdiction allows.

## **Premium**

We charge a document fee which is shown in the quotation letter/renewal invitation. You are responsible to us for the amount of premium we charge you for your insurance including all fees, taxes, charges and expenses as shown on the attached quotation letter/renewal invitation.

## **Tax**

Based on our understanding of current legislation, which could alter during the term of the contract, proceeds payable on death are usually free of all United Kingdom income and capital gains tax. Other taxes may be payable. You should consult your Financial Advisor for advice.

## **Language**

The policy terms and conditions are only supplied in the English language and we will only communicate with you, unless we agree otherwise, in the English language.

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