



HAVEN KNOX-JOHNSTON

11 Tower View, Kings Hill, West Malling, Kent ME19 4UY

MARINE INSURANCE

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.

Statement of Demands and Needs

This product meets the demands and needs of a commercial craft owner.

Insurance Undertaking

This insurance is underwritten by Syndicate 2001 at Lloyd's, which is wholly owned and managed by Amlin Underwriting Ltd whose registered address is St Helen's, 1 Undershaft, London EC3A 8ND. Amlin Underwriting Limited is authorised and regulated by the UK Financial Services Authority and its registration number is 204918. It is also registered with the Society of Lloyd's and its number is 01901D.

Type of Cover: Haven Commercial Plan Insurance

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

This is an annual, "All Risks" insurance wording for commercial craft. It excludes personal watercraft, jet bikes and similar craft.

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 charges (Clause 1(c))
- If a claim arises while your vessel is moored on a pontoon berth in a marina no excess will apply and you will not lose your no claims bonus (Clause 6)
- Third party liability for you and any person navigating or in charge of your vessel with your permission (Clause 7(c))

The significant and unusual exclusions are mainly in Clauses 5 and 7:

- Loss or damage whilst trawling (Clause 2(b)(iii))
- Loss, damage, liability or expense intentionally caused by or consented to by you or arising from unseaworthiness resulting from your act or omission (Clause 5(a))
- Repair cost for any defect from prior repair, alteration or maintenance work (Clause 5(b))
- Design or construction fault (Clause 5(c))
- Loss and damage caused by wear and tear and lack of reasonable maintenance (Clause 5(d))
- Loss and damage caused by insect, vermin, damp and marine life (Clause 5(d))
- Theft of insured gear and equipment unless it follows violent forcible entry into your vessel or place of storage (Clause 5(e)(i))
- Theft of your outboard motor unless it is secured to your vessel by an anti-theft device in addition to its normal method of attachment or violent forcible entry into vessel or place of storage (Clause 5(e)(ii))
- Theft or loss of boats, such as dinghies or tenders, not permanently marked with the name of the parent vessel (Clause 5(e)(iii))

- Theft of trailer and vessel if the trailer is not wheel clamped when not in use (Clause 5(e)(iv))
- Loss of or damage to fishing & diving gear & equipment unless caused by fire, lightning, forcible entry into the vessel or place of storage, or where vessel is a total loss (Clause 5(f))
- Loss or damage to engines and machinery and electrical items (Clause 5(j))
- Where your vessel's maximum designed speed exceeds 17 knots (20 m.p.h.) (Clauses 5(m) & 5(n))
- Any loss, liability or expense:
 - to you or any owner of the Vessel (Clause 7(d)(ii))
 - for punitive or exemplary damages (Clause 7(d)(vi))
 - arising from employers liability and of crew liability (Clause 7(d)(vii))
 - arising out of the sale, supply or provision of any food or beverage (Clause 7(d)(viii))
 - incurred by you whilst performing any specialist operations (Clause 7(d)(ix))
 - in respect of any medical costs, fees or related expense or any other liability arising out of illness or injury due to sun exposure (Clause 7(d)(x))
 - where if the vessel is a fishing boat, it enters prohibited waters or engages in unlawful fishing (Clause 7(d)(xi))
 - from waste dumping or incineration on or from the vessel (Clause 7(d)(xii))
 - for any fines or penalties (Clause 7(d)(xiii))
 - any failure to work within the safe working load of any equipment (Clause 7(d)(xiv))
 - to or of divers working from the vessel (7(d)(xv))
 - from towage, unless to save lives (Clause 7(d)(xvii))
 - arising from seepage, pollution or contamination (Clause 7(d)(xviii))
 - to any guest or passenger (Clause 7(d)(xix))
 - arising from or caused by nets and gear or any cargo (Clause 7(d)(xx))

Significant and unusual limitations are in Clause 8:

- 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 6 and 8(a))
- There are deductions for:
 - Protective covers, sails, canopies & outdrives (Clause 8(b))
 - Outboard motors (Clause 8(c))
 - Rights to repair or replace damaged insured property rather than a payment in money (Clause 8(d))

Right to Cancellation

You may cancel your insurance for any reason within 14 days of the latter of the date your cover started or the day you received your insurance package. We will retain £50 in concluding the contract.

If the insurance is cancelled outside of the period above, premium will be calculated on a pro-rata basis proportional to the risk incurred with a minimum of £50 being retained in concluding the contract.

If any premium to be returned is below £50 this will be retained by the Insurers.

To cancel your insurance you must write to your broker or Haven Knox-Johnston at 11 Tower View, Kings Hill, West Malling, Kent, ME19 4UY enclosing the original certificate of insurance when giving your written notice.

Premiums

All premiums received by Haven Knox-Johnston are held by us as agent of the insurer.

Notification of Claims

Please note claims at Haven Knox-Johnston are handled on behalf of the insurer.

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

- Telephoning us, during business hours, on our direct claims telephone line 01732 223610 or 01732 223611; or
- Telephone C Claims, after hours ie between 17:00 and 22:00 weekdays and 08:00 and 22:00 weekends and bank holidays, on 020 8502 6999; or

- Writing to us at our address:
Haven Knox-Johnston
11 Tower View
Kings Hill
West Malling
Kent
ME19 4UY

When reporting your claim, please provide us 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.

Complaints

If you have a complaint, please contact the General Manager at 11 Tower View, Kings Hill, West Malling, Kent, ME19 4UY.

If you are dissatisfied with our handling of your complaint you can at any time refer the matter to the Complaints Department at Lloyd's. Their address is:

Complaints Department
Lloyd's
One Lime Street
London EC3M 7HA
Telephone 020 7327 5693
Fax 020 7327 5225
e-mail Complaints@lloyds.com

Complaints that cannot be resolved by the Complaints Department at Lloyd's may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

Financial Services Compensation Scheme FSCS

Marine types of insurance are not covered by the FSCS.

Law

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.

Taxes

There may be circumstances where taxes may be due that are not paid via Haven Knox-Johnston and therefore if this occurs it is the responsibility of the insured to ensure that these are paid direct to the appropriate authority.

Data Protection

To consider your request for insurance cover or administer subsequent dealings of your insurance we must process your personal data and where appropriate your 'Sensitive' personal data and in doing this we will comply with the provisions of the Data Protection Act 1998.

In order to provide and maintain your insurance cover, we need to pass your information to Syndicate 2001 at Lloyd's, One Lime Street, London EC3M 7HA to enable them to provide pleasure craft insurance.

Unless required by law or as necessary to effect or administer your insurance none of your personal data (even if not 'sensitive') will be disclosed without your consent to any person or organisation, or used for any purpose.

We have entered into contract terms with all of the companies to whom we pass your data, requiring them to comply with the provisions of the Data Protection Act 1998.

The Data Controller is Amlin Underwriting Services Limited.