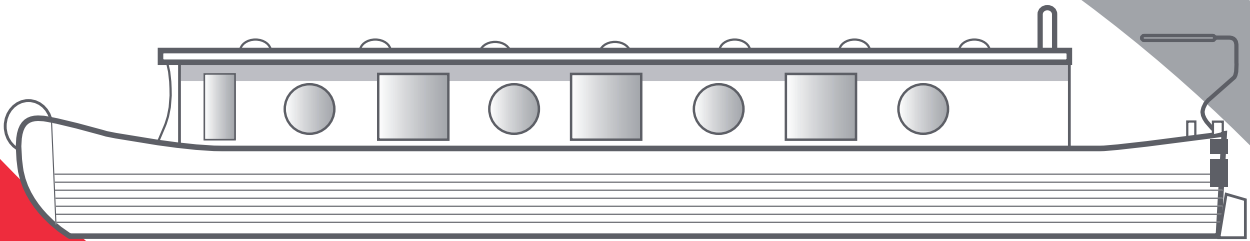


FreeTime Livaboard Policy Booklet



I N S U R A N C E F O R Y O U R L E I S U R E



Important Claims Contact Details

Below are important contact details that relate to this insurance policy.

Freetime Livaboard Insurance Claims Notification

Tel: (UK) 0345 600 7425
(From abroad) +44 2920 386 949
Email: marinecraftclaims@cl-mar.com

These contact details are for registering new claims covered under sections 1, 2 and 3 and are manned 24 hours a day, 365 days a year.

In all cases, please report claims as soon as possible so that **Your Insurers** can take any action necessary. Please see Section 6 – Claims Condition for the steps of how to make a claim.

Customer Care

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 **KGM** and **Your Insurers** are committed to providing **You** with the highest standard of service.

If **You** have any questions or concerns about **Your Policy** **You** should contact **Your Insurance Adviser**

If **Your** question or concern is regarding **Your** claim, please contact either **Your Insurance Adviser** or the Marine Claims Team at:

Address: 14-16 Park Place, Cardiff, CF10 3DQ
Tel: 0345 600 7425 Intl: +44 2920 386 949
Email: marinecraftclaims@cl-mar.com

Please have **Your Policy** number or claim reference number to hand when telephoning and please ensure that **You** quote it on all correspondence.

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Welcome and introduction

Dear Sir / Madam,

We would like to take this opportunity to welcome **You** as a **Policyholder**.

This booklet explains the terms of **Your** insurance contract between **You** and **Your Insurers**.

This booklet, **Your Schedule** and any **Endorsements** noted thereon make up **Your Policy** which is evidence of the contract of insurance. The contract of insurance is for the period stated in **Your Schedule** for which **Your Insurers** have accepted **Your Premium**.

Please read this booklet carefully, as it is important that **You** understand the cover **Your Policy** provides. This booklet is designed to be clear and concise and important words, which have been highlighted in bold, have been defined for further clarity in the 'Definitions' section on pages 8 - 11. **Your Insurers** have also provided guidance on what to do and what not to do in the event of a claim in section 6 page 26.

Your Schedule also contains important information about **Your** cover and **You** should read it with this booklet. If **You** find that the cover is not suitable for **You** or that there is anything **You** do not understand please contact **Your Insurance Adviser** as soon as possible.

Thank you for choosing us.



Tony Harris – Head of Marine & Leisure Division
KGM Underwriting Services Limited

Your Policy - Contract of insurance

Unless amended by **Endorsement** in **Your Schedule**, **Your Insurers** will insure **Your** legal liabilities and **Your Insured Property** against loss, damage or theft caused by a defined **Peril** and provide **You** and **Your** passengers with a personal accident benefit for incidents which occur within the **Cruising Limits** or **Transit Area** and at the locations noted in **Your Schedule**, during the **Period of Insurance** for which **Your Insurers** have accepted **Your Premium**.

This cover is subject always to the terms and conditions of **Your Policy** and **Your Schedule**.

Several liability clause

The subscribing insurers' obligation under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscriptions of any co-subscribing insurers who for any reason does not satisfy all or part of its obligations.

Your Policy has been arranged by **KGM** and is insured by one or more **Insurers** which are noted in **Your Schedule**.

Your Insurers are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

Your Insurers Firm Reference Number(s) and other details can be found on the Financial Services Register at www.fca.org.uk

Cooling off period

You may cancel this **Policy** within 14 days from the date **You** bought it or the date **You** received **Your Policy** documents (whichever is the later) by contacting **Your Insurance Adviser**. **Your Insurers** will give **You** a full refund of any **Premium You** have paid provided **You** have not made and are not intending to make a claim and no incident likely to give rise to a claim has occurred.

To cancel **Your Policy** outside of the cooling off period, refer to page 24.

Information Your Insurers need to know

You must take reasonable care to provide complete and accurate answers to the questions **Your Insurance Adviser** or **Your Insurers** ask when **You** take out, make changes to or renew **Your Policy**. **Your Policy** may not be valid or may not cover **You** fully if the information provided by **You** is not complete and accurate or if **You** do not tell **Your Insurance Adviser** or **Your Insurers** about changes relevant to this **Policy**. See also Section 5 General Policy Conditions page 23.

Data Protection Notice

This Data Protection Notice explains what personal information is collected and how this is used. In accepting this insurance it will be understood that **You** have read and accepted the terms of this Data Protection Notice.

All phone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

KGM will process **Your** details in accordance with the Data Protection Act 2018 and/or other applicable legislation in force.

You are entitled to know what data is held on **You** and to make what is referred to as a “Data Subject Access Request” (‘DSAR’). **You** are also entitled to request that **Your** data be corrected in order that **KGM** hold accurate records. In certain circumstances, **You** have other data protection rights such as that of requesting deletion, objecting to processing, restricting processing and in some cases requesting portability. Further information on **Your** rights is included in our Privacy Policy.

If **You** wish to make a Data Subject Access Request” (‘DSAR’) to access, correct, update or request deletion of **Your** personal information, **KGM** will ask **You** to provide us with a copy of any two of the following documents: Driver’s licence, Passport, Birth certificate, Bank statement (from the last 3 months) or Utility bill (from the last 3 months). **KGM** will respond to all requests from individuals wishing to exercise their data protection rights in accordance with applicable data protection laws. If **You** would like to exercise **Your** data protection rights or have any questions, please contact:

**The Compliance Officer
KGM Underwriting Services Ltd
2nd Floor
St James House
27-43 Eastern Road
Romford
Essex
RM1 3NH
E-Mail: DPO@KGMUS.co.uk**

For more information on the Data Protection Act **You** may also write to the Office of the Information Commissioner at:

**Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF
Tel: 0303 123 1113 or 01625 54 57 45
E- mail: mail@ico.gsi.gov.uk**

Your Policy - Contract of insurance continued.

Your Data

It is necessary to collect **Your** personal data so that Underwriters can assess/administrate the terms of **Your Policy**, claims or losses.

Personal data includes:

- Contact Data
- Profile Data - personal data used in automated processing to evaluate certain things about an individual. Profiling can be part of an automated decision-making process.
- Sensitive Personal Data - Data consisting of racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or data.
- Correspondence Data

Please be aware that only where relevant **KGM** use and may share **Your** details with approved partner service providers/professional advisers including those that operate, process or share data outside of the European Economic Area and suitable safeguards are in place to ensure data is secure for purposes including but not limited to:

- Underwriting
- Fraud Prevention
- Claims Management
- Complaints Handling
- Electronic Licensing
- Continuous Insurance Enforcement
- Law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- The provision of government services aimed at reducing the level of uninsured driving

Any organisations or bodies **KGM** share **Your** data with will only use **Your** data for the purposes set out in our Privacy Policy which can be viewed on our website at (www.kgminsurance.co.uk). A paper version is also available upon request.

Before sharing **Your** data with any third party, **KGM** will ensure that the third party has the appropriate technical and organisation measures in place to protect **Your** data.

Please see the Privacy Policy for details of **Your** rights not covered more specifically in this notice.

Definitions

Certain words shown below have a specific meaning. Whenever they are shown capitalised and in bold in **Your Policy** they will have that meaning.

- **Accident:** An unforeseen and unplanned event or circumstance including but not limited to fire, explosion, earthquake, collision, sinking, grounding and / or striking submerged objects, water ingress, impact, negligence of third parties, vermin, tidal surge, tsunami, storm, rain, snow, hail or sleet and / or lightning or freezing conditions, the formation of ice on seas, lakes or rivers or flooding of coastal areas, lakes or rivers beyond normal banks or bounds.
- **Agreed Value:** The **Sum Insured** shown in **Your Schedule** which represents the value of **Your Craft** as declared by **You** and agreed by both **You** and **Your Insurers**.
- **Ashore:** Out of the water and on land, above the highest astronomical tide mark.
- **Business Equipment:** Furniture, office machines, equipment and stationery used for business purposes which belong to, or are the legal responsibility of, **Your Family** and which **You** keep on **Your Craft**. [All of these items must be connected to a business **You** run from **Your Craft**.]
- **Coastal Waters:** Waters up to a distance of 12 nautical miles from the shore.
- **Consumable(s):** Flares, engine oil and any other item(s) which whilst being used are consumed or diminished. [This does not include food or drink]
- **Craft:** The vessel identified in **Your Schedule** comprising the hull, superstructure, fittings, **Machinery**, gear and fitted equipment that would normally be sold with the vessel.
- **Cruising Limits:** The geographical area specified in **Your Schedule** within which **Your Insurers** have agreed to insure **Your Insured Property**.
 - **Non-Tidal Waters of the United Kingdom:** Inland waters of the **United Kingdom** where there are no tides and inland tidal stretches which are necessary to navigate in order to enter or leave the non-tidal system.
 - **Coastal Waters of the United Kingdom:** Non-tidal waters of the **United Kingdom**, inland tidal waters and **Coastal Waters** of the **United Kingdom** including waters between two points in the **United Kingdom** which enables travel by the most direct route even though this route may be outside of the 12 mile limit. This does not include travel between **Great Britain** and either the Isle of Man, Northern Ireland or the Channel Islands.
 - **Inland and Coastal Waters of Europe:** Inland waters of **Europe** where there are no tides, inland tidal waters and **Coastal Waters** of **Europe**.
 - Other **Cruising Limits:** As specified in **Your Schedule**.
- **Deliberate Act(s) of Others:** Any intentional actions to deface, damage or destroy **Your Insured Property** by a person or persons other than **You** including but not limited to arson, malicious acts (including vandalism or piracy), riots and civil commotion (riot and civil commotion within the **United Kingdom** only).

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- **Endorsement:** A written record of any alteration **Your Insurers** agree to make to **Your Policy** that is shown in **Your Schedule**.
 - **Europe:** Albania, Andorra, Austria, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Eire, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Republic of Macedonia, Malta, Monaco, Montenegro, The Netherlands, Norway, Poland, Portugal (excluding Azores but including Madeira), Romania, San Marino, Serbia, Slovakia, Slovenia, Spain (including **Coastal Waters** of the Canaries and the Balearics), Sweden, Switzerland, Turkey, **United Kingdom**, Vatican City.
 - **Excess:** The amount of each claim **You** have to pay.
 - **Fault/Faulty:** A failure in or of the design or manufacture of **Your Insured Property**, or in or of the design, manufacture or installation of a component part of **Your Insured Property**, which is not the result of **Gradual Deterioration** or lack of maintenance and which **You** were not aware of and which would not have been discovered during normal maintenance of **Your Insured Property**.
 - **Gradual Deterioration:** The progressive degradation of **Your Insured Property** caused by wear and tear, rust, rot, oxidation, corrosion, electrolytic or galvanic action, wasting or weathering.
 - **Great Britain:** England, Scotland and Wales (excluding Northern Ireland, Isle of Man and the Channel Islands).
 - **In Commission:** When **Your Craft** is fitted out and ready for immediate use including whilst **Ashore** ready to be launched.
 - **Insurance Adviser:** the insurance agent, broker or adviser through whom **You** have arranged this **Policy**.
 - **Insured Property:** The property shown in **Your Schedule** and defined in **Your Policy**.
 - **Insurer(s)/ We/Us/Our :** The insurance company or insurance companies noted in **Your Schedule** shown as "Underwritten by" who provide **Your** insurance cover.
 - **KGM:** KGM Underwriting Services Limited are the administrators of **Your Policy** on behalf of **Your Insurers**. KGM Underwriting Services Limited are authorised & regulated by the Financial Conduct Authority, No: 799643. Registered in England & Wales, No: 10581020. Registered Office: 2nd Floor St James House, 27-43 Eastern Road, Romford, Essex, RM1 3NH.
 - **Laid Up:** When **Your Craft** is not fitted out and not ready for immediate use including whilst **Ashore** but not ready to be launched.
 - **Livaboard Contents:** Removable household contents including, but not limited to, clothes and other items which are worn or carried whilst in use, freezer contents, **Valuables**, aerials, satellite receiving equipment, solar panels, sports equipment and **Money** [This does not include **Property Away From Your Craft**, laptops, mobile phones, pedal cycles, **Student contents** or **Business Equipment** which are shown separately in **Your Schedule**].
 - **Loss of Limbs:** Loss by physical severance of an arm or leg at or above the wrist or ankle or the total and permanent loss of use of an entire arm, hand, leg or foot.

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- **Machinery:** Including, but not limited to, main and auxiliary engines, outboard engines, generators, air conditioning installations, electrical equipment, cables and fittings, hydraulic equipment, piping and fittings, boilers, propellers, shafts, gearboxes, exhausts and starter motors.
 - **Market Value:** The most likely sale value between willing buyer and willing seller immediately prior to the claimed loss or damage taking into account the condition and location of **Your Craft**.
 - **Money:** Cash, cash cards, credit cards, cheque cards, currency or bank notes, stamps, travel tickets, traveller's cheques, passport, bonds or securities.
 - **Peril:** The cause of the loss or damage.
 - **Period of Insurance:** The period which **You** have paid for and which **Your Insurers** have accepted the **Premium** for as stated in **Your Policy Schedule**.
 - **Permanent Total Disablement:** Disablement which has lasted for at least 104 consecutive weeks and will in all probability prevent the insured person from attending to employment, business or occupation of any and every kind for the remainder of their life as evidenced by independent medical advice provided by a medical practitioner agreed by **Your Insurers**.
 - **Policy:** This booklet, **Your Schedule** and / or the certificate of insurance make up **Your** contract with **Your Insurers** (otherwise known as **Your** insurance **Policy**). **You** should read them together as if they were one document.
 - **Premium:** The amount of money that **You** pay and **Your Insurers** accept for this insurance.
 - **Property Away From Your Craft:** Clothes and other items which are worn or carried whilst in use, **Money**, photographic equipment, jewellery, watches and sports equipment. [This does not include laptops, mobile phones, pedal cycles and **Business Equipment**].
 - **Seaworthy:** Where **Your Insured Property**, including **Your Craft**, is fit to encounter the ordinary perils of the seas, rivers, lakes and any other navigable waterways and is suitably moored, crewed, equipped, fuelled and provisioned with all equipment in proper working order.
 - **Schedule:** The document that makes the **Policy** personal to **You**. It includes:
 - 1) the **Period of Insurance**;
 - 2) details of **Your Craft**;
 - 3) **Sums Insured**;
 - 4) the **Cruising Limits** and **Transit Area**;
 - 5) where **Your Craft** is moored or stored;
 - 6) who **Your Insurers** are;
 - 7) the periods for which **Your Craft** is allowed to be **In Commission** or should be **Laid Up**;
 - 8) any **Endorsements** applying;
 - 9) the **Excess**; and
 - 10) the statement of price [This list is not exhaustive]
 - **Specified Equipment:** Items of equipment that are specifically noted in **Your Schedule**.

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- **Student Contents:** Removable household contents including, but not limited to, clothes and other items which are worn or carried whilst in use, freezer contents, **Valuables**, aerials, satellite receiving equipment, sports equipment and **Money** which are contained within **Your Family** member's student accommodation whilst they are temporarily living away from **Your Craft** whilst studying at school, university or college with the **United Kingdom**. [This does not include **Property Away From Your Craft**, laptops, mobile phones, pedal cycles, **Livaboard contents** or **Business Equipment** which are shown separately in **Your Schedule**].
 - **Sum(s) Insured:** The values shown in **Your Schedule** for **Your Craft** and other **Insured Property**.
 - **Terrorism:** An act or acts of any person or group(s) of persons committed for political, religious, ideological or similar purposes with the intention to influence any government and / or to put the public or any section of the public in fear. **Terrorism** can include but not be limited to the actual use of force or violence and / or the threat of such use. Furthermore the perpetrators of **Terrorism** can either be acting alone or on behalf of or in connection with any organisation(s) or government(s).
 - **Third Party (Parties):** A person who makes a claim against anyone insured by this **Policy**.
 - **Total Loss:** When **Your Craft** or other **Insured Property** is completely lost, destroyed or damaged so that it can no longer be used as intended or if the cost of recovery and / or repairs is more than the value of **Your Insured Property**.
 - **Transit Area:** The geographical area specified in **Your Schedule** within which **Your Insurers** have agreed to insure **Your Insured Property** in transit.
 - **Unoccupied:** when **Your Craft** is not being, used, stayed on or visited.
 - **United Kingdom:** England, Scotland, Wales, Northern Ireland, Isle of Man and the Channel Islands.
 - **Valuables:** Jewellery, watches, clocks, articles of precious metal, medals, antiques and works of art.
 - **Wilful/Deliberate:** A deliberate or planned action that **You** actively undertake that causes loss or damage.
 - **You, Your, Policyholder:** The person whose name is shown in **Your Schedule** or any other person who is navigating or in charge of **Your Craft** with **Your** permission for whom **Your Insurers** provide cover.
 - **Your Family:** The person named in the **Schedule** together with their husband, wife, life partner, civil partner, children, parents and other relatives that normally live on **Your Craft**.

Section 1 – Your Insured Property

This section only applies to **Your Insured Property** which is shown in **Your Schedule** with a **Sum Insured**. Subject to the terms and conditions contained within **Your Policy** and any **Endorsements** noted in **Your Schedule**, **Your Insurers** will insure **Your Insured Property** within the **Cruising Limits** and / or **Transit Area** for loss or damage caused by one or more of the following defined **Perils**:

Your Insurers will cover **You** for:

- 1.1 **Accident** and / or **Deliberate Act(s) of Others**

Your Insurers will not pay for:

► loss or damage caused by:

- 1.1.1 **Gradual Deterioration** [this is a separate **Peril** under cover 1.3];
- 1.1.2 **Faults** [this is a separate **Peril** under cover 1.2];
- 1.1.3 theft or attempted theft [this is a separate **Peril** under cover 1.4];
- 1.1.4 moths, mildew, mould or dampness;
- 1.1.5 osmosis;
- 1.1.6 insects, marine borers, barnacles, marine growth, fungi or molluscs;
- 1.1.7 discolouration and / or fading not caused by a sudden and unforeseen event;
- 1.1.8 freezing to **Machinery** that has not been maintained in accordance with the manufacturers' recommendations and / or has not been protected by the appropriate anti-freeze mixed and inserted in accordance with manufacturers' specification;
- 1.1.9 freezing to and / or bursting of any fixed water tank and / or pipe between 1st November and 31st March inclusive where **Your Craft** is left **Unoccupied** for more than 14 days and the tank and / or pipe has not been fully drained;
- 1.1.10 riot, or civil commotion outside the **United Kingdom**
- 1.1.11 or failure of electronic equipment caused solely by the breakdown, failure or derangement of a component part;
- 1.1.12 **Your Insured Property** whilst being transported outside the **Transit Area**;

► loss of or damage to:

- 1.1.13 or failure of **Machinery** arising from an **Accident** if **Your Craft's Machinery** is over three years old except if caused by:
- i) accidental incursion of water into the hull, but not the engine alone; or
 - ii) **Your Craft** being stranded, sunk, burnt or on fire; or
 - iii) impact between **Your Craft** and any external substance including ice (but not water); or
 - iv) the water intake being accidentally obstructed by an external substance including ice (but not water);
 - v) an **Accident** whilst removed from **Your Craft** and in a place of storage; or
 - vi) an **Accident** occurring whilst the **Machinery** is being removed from or placed in **Your Craft** or from or into a place of storage;
- 1.1.14 **Machinery** solely as a result of water ingress through its exhaust system;
- 1.1.15 or failure of **Machinery** caused solely by the breakdown, failure or derangement of a component part if:
- i) **Your Craft** is a motor powered **Craft** that has a manufacturers' stated maximum speed of more than 17 knots;
 - ii) **Your Craft's Machinery** is over 3 years old and /or an outboard motor;
 - iii) **You** cannot provide written records in confirmation that **Your Machinery** has been serviced and maintained in accordance with the manufacturers' recommended schedule;
- 1.1.16 open and / or semi open **Craft** and / or any other **Insured Property** on or in the **Craft** caused by the gradual accumulation of rainwater or snow;

1.2 Faults

- 1.2.1 the cost of repairing or replacing any part that is lost or damaged because it was **Faulty**;
- 1.2.2 the cost of putting right any defects or defective work caused by somebody else's mistake or if they do not finish any repair work or alterations;
- 1.2.3 loss or damage caused by **Faults** which **You** were aware of and / or which would have been discovered during normal maintenance of **Your Insured Property**;

1.3 **Gradual Deterioration**

1.3.1 loss or damage caused by **Gradual Deterioration** which could have been identified by routine inspection and / or prevented by servicing or maintenance or recommended replacement intervals, in accordance with engineers', surveyors' or manufacturers advice;

1.3.2 gradual discolouration and / or fading;

1.4 theft or attempted theft:

1.4.1 the theft or attempted theft of gear, equipment, **Specified Equipment, Livaboard Contents, Business Equipment**, laptops, mobile phones, pedal cycles or **Machinery** from **Your Craft** or from a locked storage place **Ashore** where:

- i) there are no visible signs of forcible and violent entry to or exit from **Your Craft**, a locked cabin or locker or locked storage place; or
- ii) the item was not securely fastened to **Your Craft** and the removal of this has not caused visible damage to **Your Craft**; or
- iii) the item has not been physically unscrewed from **Your Craft**, leaving its fixings, or evidence of its fixings, visibly in place; or
- iv) violence is not threatened or used against **You** or any other person associated with **Your Craft** or other **Insured Property**;

1.4.2 the theft of **Student Contents**, laptops, mobile phones or pedal cycles from **Your Family** member's student accommodation where:

- i) there are no visible signs of forcible and violent entry to or exit from the accommodation; or
- ii) violence is not threatened or used against **Your Family** member or any other person associated with the **Student Contents**;

1.4.3 the theft of **Property Away From Your Craft**, laptops, mobile phones or pedal cycles from a building where:

- i) there are no visible signs of forcible and violent entry into or exit from the building; or
- ii) violence is not threatened or used against **You** or any other person associated with the **Property Away From Your Craft**;

- 1.4.4 the theft or attempted theft of **Your Insured Property** whilst being transported within a road vehicle and left unattended unless:
 - i) the road vehicle is fully enclosed and left fully closed and locked; and
 - ii) **Your Insured Property** is concealed out of sight and / or contained in the boot of the road vehicle; and
 - iii) there are visible signs of forcible and violent entry to or exit from the road vehicle;
- 1.4.5 the theft of pedal cycles whilst away from **Your Craft** or whilst stored or carried on the outside of **Your Craft** where the pedal cycle is not attached by a security device to either **Your Craft** or a permanent structure.

1.5 **You can also claim for:**

1.5.1 Salvage, towage and assistance charges.

Your Insurers will pay the cost of saving **Your Craft** from a loss which **You** would be insured for under **Your Policy**.

1.5.2 Sighting costs.

Your Insurers will pay the cost of inspecting the underwater part of the hull of **Your Craft** after a stranding even if there is no damage, providing **Your Insurers** have agreed the costs in writing beforehand.

1.5.3 Livaboard additions.

Providing **Livaboard Contents** are shown as insured in **Your Schedule**, **Your Insurers** will pay for:

i) Replacement locks and keys.

Your Insurers will pay up to £500 for repair to, or replacement of, locks and keys to the inside and outside doors of **Your Craft**, if the keys are lost or stolen or if there is damage to the locks which is covered under this **Policy**.

ii) Professional removal of **Livaboard Contents**.

Your Insurers will cover loss or damage to **Your Livaboard Contents** whilst **You** are in the process of changing **Your Craft** and **Your Livaboard Contents** are being moved by a professional removal firm from **Your Craft** to **Your new Craft**.

iii) Short Term accommodation costs.

Your Insurers will pay up to £2,500 for short term accommodation costs for **Your Family** if **Your Craft** cannot be lived in because of damage to **Your Craft** which is covered under this **Policy**.

1.5.4 **Property Away From Your Craft.**

1.5.4.1 Providing **Property Away From Your Craft** is noted as insured in **Your Schedule**, **Your Insurers** will insure **You** and **Your Family's** property as listed in the definition whilst it is in **You** or **Your Family's** custody and control on-board or away from **Your Craft**. The exclusions noted in the covers above apply.

1.5.4.2 Providing Endorsement 13 – Tenders, dinghies and other small craft – is noted in **Your Schedule**, the definition of **Property Away From Your Craft** in this **Policy** shall include water skis, wakeboards, kneeboards and similar equipment.

Section 1 – Your Insured Property continued.

1.5.5 Additional property away from **Your Craft**.

If **Business Equipment, Student Contents**, laptops, mobile phones or pedal cycles are specified in **Your Schedule** with a **Sum Insured** against each item, the cover for these is extended to include cover whilst they are in **Your** or **Your Family's** custody and control on-board or away from **Your Craft**. The exclusions noted in the covers above apply.

EXCLUSIONS

The following exclusions apply to the whole of Section 1 – Your Insured Property

Your Insurers will not pay for:

- 1.6 loss of value of **Your Insured Property** because of age and use;
- 1.7 loss of value of **Your Insured Property** after it has been repaired;
- 1.8 any previous damage that is not repaired or any unsettled theft claim, in the event of a **Total Loss**;
- 1.9 any personal expenses **You** pay because of loss of or damage to **Your Insured Property**. This includes but is not limited to:
 - i) travel and / or accommodation costs;
 - ii) payment for overseeing repairs;
 - iii) lost or unused fees for mooring and / or storage;
- 1.10 loss or damage to **Your Insured Property** caused by a **Wilful or Deliberate** act by **You** or anyone living with **You** to destroy, damage or dispose of **Your Insured Property**;
- 1.11 loss or damage from any **Peril to Property Away From Your Craft, Student Contents, Business Equipment**, laptops, mobile phones, pedal cycles, deeds, documents, **Consumables**, moorings, diving equipment, plants and animals unless these items are noted separately by **Endorsement** or specified in **Your Schedule** with a **Sum Insured** shown against each item;
- 1.12 loss or damage from any **Peril** to wetsuits, dry suits, buoyancy aids, tow ropes, fishing equipment or sports equipment of any kind whilst being used;
- 1.13 loss or damage from any **Peril to Livaboard Contents** unless they are:
 - i) on board **Your Craft**;
 - ii) being taken to or from **Your Craft** to or within a bank or safe deposit;
 - iii) being taken to or from **Your Craft** to or at a repairer;
- 1.14 loss or damage from any **Peril to Student Contents** unless they are in **Your Family** member's student accommodation;
- 1.15 loss or damage from any **Peril to Livaboard Contents** or **Student Contents** where the loss or damage occurs outside of the **United Kingdom**;
- 1.16 loss or damage from any **Peril to Livaboard Contents** where **Your Craft** has been **Unoccupied** for more than 45 consecutive days;
- 1.17 loss or damage to **Livaboard Contents** or **Property Away From Your Craft** as a result of mechanical or electrical breakdown or failure, electronic or computer breakdown or failure;
- 1.18 loss or damage from any **Peril to Property Away From Your Craft**, laptops, mobile phones, **Business Equipment** or pedal cycles where the loss or damage occurs outside of **Europe**;
- 1.19 brittle articles that are broken unless they are broken by thieves, burglars, fire, stranding, sinking or as a result of a collision involving **Your Craft** and another **Craft** but not **Your Craft** and an immovable object.

Section 1 – Your Insured Property continued.

The amount **Your Insurers** will pay under Section 1.

- 1.20 If **Your Craft**, is a **Total Loss** the most **Your Insurers** will pay is the **Market Value** of this item up to the **Sum Insured** shown in **Your Schedule** unless **Endorsement 10 – Agreed Value** is shown in **Your Schedule**.
- 1.21 For a partial loss of **Your Insured Property** **Your Insurers** may elect to:
- i) pay for the cost of repairs; or
 - ii) pay for a replacement part and the costs connected with the replacement; or
 - iii) make a cash payment based on the cost of an equivalent replacement.
- 1.22 For salvage, towage and assistance charges **Your Insurers** will pay expenses necessarily incurred.
- 1.23 For sighting costs **Your Insurers** will pay the costs incurred provided **Your Insurers** have agreed them in writing beforehand.
- 1.24 If **Your Insurers** replace any items shown below with new ones **Your Insurers** will reduce the amount they will pay to **You** in respect of **Your** claim because of the age and condition of the item concerned:
- i) protective covers;
 - ii) batteries;
 - iii) **Specified Equipment**;
 - iv) clothing;
 - v) household lined;
 - vi) pedal cycles;
 - vii) sports equipment.
- 1.25 **Your Insurers** may deduct up to 50% of the cost in respect of:
- i) repainting, altering or replacing parts of **Your Insured Property** that are undamaged but that are repainted, altered or replaced in order to match parts that are stolen, lost or damaged as a result of an insured **Peril** covered under **Your Policy** where the theft, loss or damage is restricted to a clearly identifiable area or specific part of **Your Insured Property**; and
 - ii) any item that is replaced after being rendered obsolete or no longer legally compliant by theft, loss and / or damage to another item as a result of an incident that is covered under **Your Policy**;
- 1.26 **Your Insurers** will not pay more than the limits shown below unless noted as amended in **Your Schedule** with an individual **Sum Insured** shown;
- i) £1500 per article, pair or set of articles covered under Livaboard Contents;
 - ii) £500 per article, pair or set of articles covered under Business Equipment;
 - iii) £500 per laptop;
 - iv) £300 per mobile phone;
 - v) £500 per pedal cycle;
 - vi) £250 in respect of **Money**;
 - vii) £350 in respect of freezer contents;
 - viii) £500 per article, pair or set of articles covered under **Property Away From Your Craft**.
- 1.27 **Your Insurers** will not pay more than the **Sum Insured** shown in **Your Schedule** against each item unless the payment is for salvage towage and assistance charges or sighting costs.

Section 2 - Your Liability

This section only applies if noted in **Your Schedule**.

Subject to the terms and conditions contained within **Your Policy** and any **Endorsements** noted in **Your Schedule** **Your Insurers** will insure **You** within the **Cruising Limits** and / or **Transit Area**.

Your Insurers will cover **You** for:

- 2.1 Liability to **Third Parties** and passengers: all sums (not exceeding the sums stated in **Your Schedule**) that **You** legally have to pay as a result of owning or having an insurable interest in **Your Craft** noted in **Your Schedule**, including any legal liability arising when **Your Craft** is being used, navigated or in the custody or control of anyone else with **Your** permission, resulting in:
 - i) the death of, or injury to, any other person, or any other person insured by this **Policy**, including anyone getting on or off or travelling on **Your Craft**;
 - ii) damage to any other property;
 - iii) the raising or attempted raising, removing or destroying of the wreck of **Your Craft**;
 - iv) pollution caused by **Your Craft** as a result of loss or damage that **Your Insurers** insure;
- 2.2 Occupier's liability:
 - i) All sums (not exceeding the sums stated in **Your Schedule**) that **You** or **Your Family** legally have to pay as occupiers (but not owners) of **Your Craft**; and
 - ii) All sums (not exceeding the sums stated in **Your Schedule**) that **You** or **Your Family** legally have to pay solely in a personal capacity: for:
 - iii) the death of or injury to any other person; and
 - iv) damage to any other property

Your Insurers will not pay claims for:

- 2.1.1 anyone **You** employ in connection with the operation of **Your Craft**;
- 2.1.2 fare-paying passengers;
- 2.1.3 divers operating from **Your Craft**;
- 2.1.4 any liability occurring whilst **Your Craft** or any other **Insured Property** is in transit by rail, air, ferry or sea;
- 2.1.5 any liability incurred whilst **Your Craft** is being used by or is in the custody or control of:
 - i) shipyard operators or their employees;
 - ii) repair yard operators or their employees;
 - iii) slipway operators or their employees;
 - iv) yacht club operators or their employees;
 - v) marina operators or their employees;
 - vi) delivery skippers or their employees or crew;
 - vii) sales agencies or their employees; or
 - viii) any other similar organisations
- 2.2.1 damage to property belonging to or held in trust by or in the custody or control of **You** or **Your Family**;
- 2.2.2 injury or damage arising out of the business, trade, employment or profession of **You** or **Your Family**;
- 2.2.3 injury or damage arising out of ownership, possession or use by or on behalf of **You** or **Your Family** of motor vehicles, children's motor vehicles, go- karts, mechanically propelled or assisted vehicles, caravans, trailers, aircraft, hovercraft or other boats (other than hand propelled boats);
- 2.2.4 liability assumed by agreement unless the liability would have existed without the agreement;
- 2.2.5 liability resulting directly or indirectly from the transmission of any communicable disease or virus by **You** or **Your Family**;

- 2.2.6 injury, including death, disease or illness, and damage arising out of ownership, custody or control by or on behalf of **You** or **Your Family**, of a dog of a type described in section 1 of the Dangerous Dogs Act 1991, the 1997 Dangerous Dogs (Amendment) Act or Article 3 of The Dangerous Dogs (Northern Ireland) Order 1991;
- 2.2.7 **You** or **Your Family** owning any species of animal that is not domesticated in the **United Kingdom**;
- 2.2.8 any action brought against **You** or **Your Family** in a court outside the **United Kingdom**;
- 2.2.9 any action brought against **You** or **Your Family** by **You**, **Your Family** or anyone else residing with **You**.

- 2.3 As long as **Your Insurers** have agreed in writing beforehand **Your Insurer** will also pay for:
- i) **Your** legal costs in settling or defending a claim under cover 2.1;
 - ii) **You** or **Your Family's** legal costs in settling or defending a claim under cover 2.2;
 - iii) solicitor's fees and other expenses relating to official enquiries or coroner's inquests.

EXCLUSIONS

The following exclusions apply to the whole of Section 2 – Your Liability

Your Insurers will not pay for:

- 2.4 any liability occurring whilst **Your Craft** or any other **Insured Property** is in transit by or attached to a mechanically propelled road vehicle or any liability relating to any trailer which **Your Insurers** insure except when it is deliberately uncoupled from the towing vehicle;
- 2.5 liability of any sort which comes under the Employers Liability Act 1969 or any other law relating to workmen with the exception of domestic employees under cover 2.2;
- 2.6 any liability caused or contributed to by **You** or **Your Family's Wilful** misconduct.

The amount **Your Insurers** will pay under Section 2.

- 2.7 The most **Your Insurers** will pay under this section is the amount shown in **Your Schedule** under the Third Party and Passenger cover limit or the Occupier's Liability cover limit, whichever is applicable. This applies to each incident or series of incidents that are caused by the same event.

Section 3 – Personal Accident

Subject to the terms and conditions contained within **Your Policy** and any **Endorsements** noted in **Your Schedule Your Insurers** will insure **You** within the **Cruising Limits** and / or **Transit Area**.

Your Insurers will pay:

- 3.1 i) a benefit as shown in 3.2 below for **You** and **Your** passengers and guests for accidental death or accidental injury while **You** or they are on **Your Craft** or getting on or off it; and
- ii) doctors' or surgeons' fees for emergency treatment if **You**, **Your** passengers or guests are injured on **Your Craft** or getting on or off it.

Your Insurers will not pay:

- 3.1.1 for anybody aged over 75 at the time of the incident;
- 3.1.2 if death, **Loss of Limb**, total loss of sight or **Permanent Total Disablement** happens more than 52 weeks from the date of the incident which caused the injury;
- 3.1.3 **You** or **Your** passengers compensation under more than one of the categories shown in 3.2 below for the same incident;
- 3.1.4 **You** or **Your** passengers benefit if **You** or **Your** passengers are paid compensation under Section 2 – Liability to Third Parties and Passengers of **Your Policy** in relation to the same incident;
- 3.1.5 any benefit or medical expense for death, disablement or injury resulting from:
- i) incidents occurring while **Your Craft** is used for any purpose other than private pleasure;
- ii) suicide or attempted suicide or **Wilful** exposure to danger (except in an attempt to save human life);
- iii) the influence of intoxicating liquor or drugs (other than drugs taken under medical supervision but not for the treatment of drug addiction);
- iv) any deliberate act by **You** in an attempt to self-harm;
- 3.1.6 for any cover under this section unless the helmsman is wearing a personal flotation device whilst **Your Craft** is being used single handed;

The amount **Your Insurers** will pay under Section 3

3.2 The benefits payable for the cover applicable to 3.1 i) above are:

- i) £20,000 for death;
- ii) £20,000 for the loss of one or more limbs;
- iii) £20,000 for the total loss of sight (complete and irrecoverable) in one or both eyes;
- iv) £20,000 for **Permanent Total Disablement**;

3.3 **Your Insurers** will not pay more than £60,000 in any one **Period of Insurance**.

3.4 **Your Insurers** will pay up to £1000 for any one incident for any doctors' or surgeons' fees for emergency treatment as per the cover applicable to 3.1 ii) above.

Section 4 – General Policy Exclusions

The following exclusions apply to the whole of **Your Policy**. **You** are not covered for:

4.1 Terrorism

any loss, damage, liability, cost or expenses of whatsoever nature directly or indirectly caused or caused by or happening through or in connection with any act of **Terrorism**;

4.2 Radioactive contamination

any loss of or damage to **Your Insured Property** or additional expense following on from the event for which **You** are claiming or any legal liability directly or indirectly caused by or contributed to or arising from:

4.2.1 ionising radiations or contamination by radioactivity from any irradiated fuel or from any nuclear waste from the combustion of nuclear fuel; or

4.2.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component;

4.3 Sonic bangs

loss or damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;

4.4 War risks

any theft, loss, damage or liability caused by or happening through war, invasion, acts of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;

4.5 Riots and civil commotion

any loss, damage or liability caused by or happening through riot or civil commotion outside the **United Kingdom**, the Isle of Man or the Channel Islands;

4.6 any punitive or exemplary damages and criminal prosecution or defence costs. In addition:

4.7 Non-standard use of **Your Craft**

Unless it is noted in **Your Schedule** or amended by **Endorsement** **You** are not insured if **You** use **Your Craft**:

4.7.1 for hire or charter;

4.7.2 for anything except **Your** own private pleasure;

4.7.3 as a **Houseboat**;

4.7.4 outside the **Cruising Limits** shown in **Your Schedule** (however **You** may travel outside of **Your Cruising Limits** if **You** are forced to by the weather, any form of danger or an order of Government or legal authority);

4.7.5 single handed for more than 18 hours in any 24 hour period unless **Endorsement** 6 is shown in **Your Schedule**;

4.7.6 single handed if **Your Craft** is more than 10 meters in length unless **Endorsement** 9 is shown in **Your Schedule**;

4.7.7 for **In Commission** use during the **Laid Up** period shown in **Your Schedule**;

4.8 Cyber Attack

- 4.8.1 Subject only to clause 4.8.2 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to, by, or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- 4.8.2 Where this **Policy** covers risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or **Terrorism** or any person acting from a political motive, clause 4.8.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and / or guidance system and / or firing mechanism of any weapon or missile.

4.9 Sanction Limitation and Exclusion

Your Insurers shall not be deemed to provide any cover and shall not be liable to pay any claim or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Your Insurers** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

Section 5 – General Policy Conditions

You must comply with the following conditions to have the full protection of **Your Policy**. If **You** do not comply with them **Your Insurers** may cancel **Your Policy** or refuse to handle **Your** claim or reduce the amount of any claim payment.

5.1 Your duty of care

5.1.1 Information **Your Insurers** need to know.

You must take reasonable care to provide complete and accurate answers to the questions **Your Insurance Adviser** or **Your Insurers** ask when **You** take out, make changes to or renew **Your Policy**. **Your Policy** may not be valid or may not cover **You** fully if the information provided by **You** is not complete and accurate or if **You** do not tell **Your Insurance Adviser** about any changes.

You must let **Your Insurance Adviser** know if there are any changes to the information set out in **Your Schedule**. **You** must also tell **Your Insurance Adviser** within 14 days in the event of any of the following:

- i) Any additional people to be insured or any insured person to be taken off the **Policy**;
- ii) Any criminal convictions for any of the people insured or to be insured;
- iii) Any change in **Your Craft's** mooring or storage location;
- iv) Any change to **Your Craft's** original specification;
- v) Any modifications to **Your Craft**;
- vi) Any change affecting ownership of **Your Craft**;
- vii) Any change in the way that **Your Craft** is used (to include any change from private and pleasure use to charter use).
- viii) **You** have received a professional valuation of **Your Craft** which differs from the **Sum Insured** shown in **Your Schedule**;
- ix) **You** have offered or advertised **Your Craft** for sale at a different value to the **Sum Insured** shown in **Your Schedule**.

Items viii) and ix) only apply if **Endorsement 10 Agreed Value** is shown in **Your Schedule**.

When **Your Insurers** are notified of a change they will tell **Your Insurance Adviser** how this affects **Your Policy** for example whether **Your Insurers** are able to accept the change and if so whether the change will result in revised terms and / or **Premium** being applied to **Your Policy**. If **Your Insurers** are unable to accept the change they will follow the cancellation procedure set out in **Your Policy**.

You should keep a written record including copies of letters of any information **You** give to **Your Insurance Adviser**.

If **You** do not take reasonable care at inception and during the **Period of Insurance** to provide accurate information, including written records and / or copies of any letters, reports and / or valuations, **Your Insurers** may:

- a) cancel **Your Policy** and refuse to pay any claim; or
- b) pay only part of **Your** claim; or
- c) charge **You** a revised **Premium**; or
- d) change the **Policy Excess**; or
- e) change the extent of the cover provided by **Your Policy**

- 5.1.2 **Your Insurers** will only provide the insurance described in **Your Policy** if anyone claiming under **Your Policy** has met all the relevant conditions. These are:
- i) **You** must take all necessary steps to maintain and keep **Your Craft** and all its gear and equipment **Seaworthy** and in a proper state of repair;
 - ii) **You** must take all necessary steps to protect **Your Insured Property** from theft, loss or damage;
 - iii) following the immersion or partial immersion of **Your Craft's Machinery** immediate action must be taken to flush out and wash off the **Machinery** with an appropriate material or treatment to prevent further damage occurring;
 - iv) in the event of an incident likely to give rise to a claim under **Your Policy** **You** must take all necessary actions to minimise and prevent further theft, loss or damage;

5.2 Fraudulent claims

You must not act in a fraudulent manner. If **You** or anyone acting for **You**:

- 5.2.1 make a claim under the **Policy** knowing the claim to be false or fraudulently exaggerated in any respect; or
- 5.2.2 make a statement in support of a claim knowing the statement to be false in any respect; or
- 5.2.3 submit a document in support of a claim knowing the document to be forged or false in any respect; or
- 5.2.4 make a claim in any respect of any theft, loss or damage caused by **Your Wilful** act or with **Your** connivance;
Then:
 - 5.2.5 **Your Insurers** shall not pay the claim;
 - 5.2.6 **Your insurers** may declare the **Policy** void and retain the **Premium**;
 - 5.2.7 **Your insurers** may inform the police.

5.3 Cancellation

- 5.3.1 Statutory cancellation rights / Cooling off period.
You may cancel this **Policy** within 14 days from the date **You** bought it or the date **You** received **Your Policy** documents (whichever is the later) by contacting **Your Insurance Adviser** during this period. **Your Insurers** will give **You** a full refund of any **Premium** **You** have paid provided **You** have not made and are not intending to make a claim and no incident likely to give rise to a claim has occurred.

Cancellation outside the statutory period.

- 5.3.2 **You** may cancel this **Policy** at any time by providing prior notice to **Your Insurance Adviser**. Providing **You** have not incurred eligible claims during the period **You** have been on cover **Your Insurers** will retain an amount of the **Premium** in proportion to the time **You** have been on cover and return the balance to **You**. This refund is calculated on a daily pro-rata basis.
- 5.3.3 **Your Insurers** reserve the right to cancel **Your Policy** where there is a valid reason for doing so by providing 14 days' notice by registered post to **You** last known address. The reason for cancellation will be set out in **Your Insurers** letter to **You**. Valid reasons may include but are not limited to:
- 5.3.3.1 where **You** sell **Your Craft** or transfer it to new ownership or if a company owns **Your Craft** and there is a change in the controlling interest of the company. **Your Insurers** will not recognise any interest or transfer of interest or assignment of this **Policy**;
 - 5.3.3.2 where **Your Insurers** or **Your Insurance Adviser** have been unable to collect a **Premium** payment. In this case **Your Insurers** or **Your Insurance Adviser** will contact **You** in writing requesting payment by a specific date. If **Your Insurers** or **Your Insurance Adviser** do not receive the payment by this date a cancellation letter will be issued. **Your Policy** will be cancelled if payment is not received by the end of the cancellation notice period;

- 5.3.3.3 non-receipt of requested documentation / information such as claim documentation / information. In this case **Your Insurers** or **Your Insurance Adviser** will ask **You** to provide the documentation by a specified date. If **Your Insurers** or **Your Insurance Adviser** do not receive the information by this date **Your Insurers** or **Your Insurance Adviser** will issue a cancellation letter. **Your Policy** will be cancelled if the requested documentation is not received by the end of the cancellation notice period;
- 5.3.3.4 where there is a failure by **You** to take care of **Your Insured Property** and keep it in a **Seaworthy** condition as per the General Policy Conditions of **Your Policy**;
- 5.3.3.5 where **You** have deliberately or recklessly misrepresented any information **You** have supplied or withheld any information which **Your Insurers** or **Your Insurance Adviser** have asked for;
- 5.3.3.6 where **Your Insurers** reasonably suspect or have evidence of criminal or fraudulent activity;
- 5.3.3.7 **Your** use of threatening or abusive behaviour or language or the intimidation or bullying of **Your Insurers'** or **Your Insurance Advisers'** staff or service providers.

5.3.4 Providing **You** have not incurred eligible claims during the period **You** have been on cover **Your Insurers** will retain an amount of the **Premium** in proportion to the time **You** have been on cover and return the balance to **You**. This refund is calculated on a daily pro rata basis.

5.4 Other insurance

If **You** make any claim under this **Policy** and there is another insurance policy that insures the same loss **Your Insurers** will only pay their share of the claim. This condition does not apply to the Personal Accident section.

5.5 Choice of Law

The parties are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance shall be governed by the laws of England and subject to the exclusive jurisdiction of the courts of England and Wales.

Section 6 – Claims Condition

If You have an Accident or loss You might want to claim for under Your Policy You must contact the Marine Claims Team for instructions at:

Address: 14-16 Park Place, Cardiff, CF10 3DQ

Tel: 0345 600 7425

(From abroad) +44 2920 386 949

Email: marinecraftclaims@cl-mar.com

What You should or should not do:

- 6.1 If **You** are asked for **Your** insurance details in respect of injury to another person **You** must advise that **You** are insured with Tokio Marine HCC
- 6.2 In the event of an accident, loss or occurrence that **You** believe shall give rise to a claim under **Your Policy** **You** must:
 - 6.2.1 advise the Marine Claims Team immediately or as soon as practically possible. Failure to advise a claim or incident promptly may prejudice **Your** cover.
 - 6.2.2 upon receipt, send all third party claims letters, summonses or legal documents to the marine claims team as soon as practically possible. **You** must not reply to any of these documents;
 - 6.2.3 tell the Marine Claims Team about any claim or potential claim arising from riot or civil commotion within the **United Kingdom** within 48 hours of occurrence;
 - 6.2.4 tell the police about any theft, attempted theft, vandalism, malicious damage or loss of **Your Insured Property**;

In addition:

- 6.3 **You** must not admit responsibility for any incident or pay or negotiate any claim unless **Your Insurers** have given **You** written permission;
- 6.4 **You** must allow **Your Insurers** to take over the defence or settlement of any claim if **Your Insurers** so instruct **You**;
- 6.5 **Your Insurers** may wish to take legal action to recover any payments made under **Your Policy**. **Your Insurers** shall request that any such action shall be made in **Your** name.
- 6.6 In order to support **Your claim**, **Your Insurers** may ask you to supply estimates for any planned repairs. **Your Insurers** reserve the right to decide where repairs may be undertaken, however the Marine Claims Team will discuss this with you prior to commencement of any work(s).

Section 7 – General Policy Terms

The following terms apply to the whole of **Your Policy**.

7.1 No claims bonus.

Your Insurers will reduce the **Premium You** pay to renew **Your Policy** by the amount shown below but only if:

- 7.1.1 the gross **Premium** after deduction of any no claims discount is not less than the minimum **Premium** charged by **Your Insurers** (contact **Your Insurance Adviser** for full details of this); and
- 7.1.2 **Your Policy** has been in force for 12 consecutive months; and
- 7.1.3 **You** renew **Your Policy**; and
- 7.1.4 **Your Policy** is not on a **Laid Up** basis; and
- 7.1.5 no claim has been made under **Your Policy**; and
- 7.1.6 **Endorsement 4 - No claims bonus deleted** does not appear in **Your Schedule**

Number of claim free years	Percentage Your Premium will be reduced by
One year	5
Two years	10
Three years	15
Four years	20
Five years	25

7.2 Reduction of No claims Bonus.

If **You** have a claim under **Your Policy** and:

- 7.2.1 **Your** no claims bonus is not protected **Your** no claims bonus will be reduced by a maximum of two years for each claim during the **Period of Insurance**; or
- 7.2.2 **Your** no claims bonus is protected and **You** have two or more claims in any three year period **Your** no claims bonus will be reduced by 2 years following the second claim and by a further two years for each subsequent claim.

If **Your** no claims bonus is protected this will be shown by **Endorsement 7 - Protected no claims bonus** in **Your Schedule**.

If **Endorsement 7 - Protected no claims bonus** is shown in **Your Schedule** it does not protect the overall price of **Your Policy**. The price of **Your Policy** could increase or decrease following an annual review at renewal or a claim even if **You** were not at fault.

7.3 In Commission Period Extension

If **Your Craft** is not **Laid Up** out of commission at the start of the **Laid Up** period shown in **Your Schedule** **Your Insurers** will automatically extend **Your In Commission** period for up to 15 days without **You** telling **Your Insurers**.

7.4 If **Endorsement 3 - Marina benefits** is shown in **Your Schedule** it does not protect the overall price of **Your Policy**. The price of **Your Policy** could increase or decrease following an annual review at renewal or a claim even if **You** were not at fault.

Section 8 – Complaints Procedure

Customer Service and Complaints

Our aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times **KGM** are committed to providing **You** with the highest standard of service.

If **You** do wish to make a complaint about the services provided to **You** please refer to the below.

If Your complaint refers to the handling of a claim You have submitted under Your Policy , please contact:	Marine Craft Claims 14-16 Park Place Cardiff CF10 3DQ Tel: 0345 600 7425 Intl: +44 2920 386 949 Email marinecraftclaims@cl-mar.com
For all other complaints, including about the way this Policy was sold to You or the way the Policy is administered, please contact:	Your Insurance Advisor who sold You this Policy or KGM 2 Birch Court Blackpole East Blackpole Road Worcester WR3 8SG Tel: 0345 456 5758 Email: Leisure@kgmus.co.uk

If **KGM** cannot resolve **Your** complaint immediately **KGM** will write to **You** within three days. **KGM** will let **You** know the name and contact details of the person or team dealing with **Your** complaint. **We** will try to resolve the problem and give **You** an answer within four weeks. If it will take longer than four weeks **KGM** will tell **You** when **You** can expect a response.

If **KGM** have not resolved the situation within eight weeks or **You** remain dissatisfied after **KGM** have investigated **Your** complaint, **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service (FOS).

The Financial Ombudsman Service

The FOS is an independent service in the UK which offers a free, independent complaint resolution service between consumers and businesses providing financial services. Details of who is eligible to refer a complaint to the FOS can be found on their website using the details below.

If **You** have the right to refer **Your** complaint to the Financial Ombudsman, **You** must do so within six months of the date of the final response letter. If **You** do not refer **Your** complaint in time, the Ombudsman will not have our permission to consider **Your** complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

Section 8 – Complaints Procedure continued.

The contact details for the FOS are:

The Financial Ombudsman Service Exchange Tower London E14 9SR	Website: www.financial-ombudsman.org.uk Telephone: 0800 0234567 or 0300 1239123 Email: complaint.info@financial-ombudsman.org.uk
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Using our complaints procedure or contacting the FOS does not affect **Your** legal rights.

If **You** purchased **Your Policy** online, please note that **You** can submit **Your** complaint via the Online Dispute Resolution (ODR) Platform set up by the European Commission. This service has been set up to help residents in the European Union (EU) who have bought goods or services online. **You** can access the ODR Platform by visiting <https://ec.europa.eu/consumers/odr/>. **Your** complaint will then be redirected to the FOS.

Section 9 – Endorsements

These **Endorsements** only apply when they are shown in **Your Policy Schedule**

Endorsement 1 – Excess

- 1.1 **You** must pay the first part of each claim under Section 1 – Your Insured Property up to the amount shown in **Your Schedule**.
- 1.2 If **Your Craft** is a **Total Loss You** do not have to pay the **Excess**.
- 1.3 If **Your** claim is for **Livaboard Contents** or **Property Away From Your Craft** only, the **Excess** shall be either £100 or the **Excess** shown in **Your Schedule** whichever is the lower. [This does not apply to solar panels or satellite receiving equipment on the outside of **Your Craft**]

Endorsement 2 – Third Party only insurance

Your Insurers insure legal liability to **Third Parties** and passengers only as shown in Section 2 – Liability to Third Parties and Passengers. The most **Your insurers** will pay under Section 2 – Liability to Third Parties and Passengers 2.1 iii) is £15,000 any one claim.

Endorsement 3 – Marina benefits

If **Your Craft** is on a marina berth or **Ashore** at its permanent marina **Your Insurers** will not:

- 3.1 deduct **Your Policy Excess** from any claim under Section 1 –Your Insured Property; or
- 3.2 reduce **Your** no claim bonus for any claim under Section 1 –Your Insured Property

Endorsement 4 – No claim bonus deleted

The no claims bonus allowance contained within **Your Policy** is deleted and does not apply.

Endorsement 5 – Bilge pump condition

You must install and maintain in working order an automatic bilge pump with a float switch within the engine compartment of **Your Craft**. **You** must ensure that there is a means of maintaining power to the battery when **Your Craft** is left unattended for any period of time eg. shore power or a solar panel

Endorsement 6 – Time restriction on single handed sailing

General Exclusion 4.7.5 of **Your Policy** is deleted.

Endorsement 7 - Protected no claims bonus

Your Insurers will not reduce **Your** no claims bonus unless **You** have two or more claims in any three year period.

Endorsement 8 – Houseboat

It is agreed that **Your Craft** is used as a **Houseboat** and that General Policy Exclusion 4.7.3 is deleted.

Endorsement 9 – Length restriction on single handed sailing

General Policy Exclusion 4.7.6 is deleted.

Endorsement 10 – Agreed Value

Section 1 – Your Insured Property clause 1.21 is deleted and replaced by the following:

- 1.21 If **Your Craft** is a **Total Loss**:
- 1.21.1 **Your Insurers** will pay the lower of:
- i. the **Sum Insured** noted in **Your Schedule**; or
 - ii. the most recent value of **Your Craft** contained in professional valuation from an independent qualified Marine Surveyor or qualified Yacht Broker; or
 - iii. the advertised price or agreed sale price if **Your Craft** has been offered or advertised for sale, publically or privately, or has been or is subject to a purchase agreement, within the twelve months prior to being declared a **Total Loss**; or
- 1.21.2 **Your Insurers** will provide **You** with a replacement craft, trailer, tender or dinghy as similar in age, type and condition as possible to the item which is the subject of the claim.

Endorsement 11 – War

11.1 General Policy Exclusion 4.4 of **Your Policy** is deleted.

11.2 **You** are insured for loss, damage or liability caused by or happening through:

11.2.1 war, invasion, acts of foreign enemy hostilities (whether war is declared not), civil war, conflict, commotion, rebellion, revolution, insurrection or military or usurped power;

11.2.2 **Terrorism**;

11.2.3 capture, seizure, arrest, restraint, detainment, confiscation or expropriation where **You** have been deprived of **Your Craft** for a continuous period of 12 months and are without the likelihood of recovery;

11.2.4 derelict mines, torpedoes, bombs or other derelict weapons of war.

11.3 **You** are not insured for loss, damage or liability arising:

11.3.1 whilst **Your Craft** is sailing in waters or visiting ports listed under the London Market Exclusions as may be updated from time to time. [These are noted in the most recent JWLA circular under Bulletins and Circulars on http://www.lmalloyds.com/Web/market_places/marine/JWC/Joint_War.asp]

11.3.2 from the outbreak of war between any of the following:

i) United States of America;

ii) United Kingdom;

iii) France;

iv) The Russian Federation;

v) The People's Republic of China;

11.3.3 from any detonation of any weapon of war employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter;

11.3.4 from the capture, seizure, arrest, restraint, detainment, confiscation or expropriation by or under the authority of the government or any public authority of the country in which **Your Craft** is owned or registered;

11.3.5 from the arrest, restraint, detainment, confiscation or expropriation under quarantine regulations or by reason of infringement of any customs or trading regulations;

11.3.6 from the operation of any ordinary judicial process, failure to provide security or to pay any fine or penalty or any financial cause.

11.4 Conditions applicable to this cover

11.4.1 Before sailing in territorial waters of any foreign country **You** must visit the website http://www.lmalloyds.com/Web/market_places/marine/JWC/Joint_War.aspx and scroll down to Bulletins and Circulars and read the most recent JWLA circular. If **You** travel to the named countries sail within their waters as defined or visit the named ports as defined then all cover under **Your** Policy in respect of war risks will be inoperative.

11.4.2 The cover provided under this **Endorsement** may be cancelled by either **You** or **Your Insurers** by giving 7 days' notice of cancellation. The cancellation becomes effective on the expiry of 7 days from midnight of the day on which notice of cancellation is issued by or to **Your Insurers**. Notice by **Your Insurers** shall be by registered post to **Your** last known address and notice by **You** should be by registered post to **Your Insurance Adviser**.

- i) Whether or not such notice of cancellation has been given this cover will automatically terminate in the event of any of the following: hostile detonation of any weapon of war between any of the countries noted in the exclusion above, anywhere in the world;
- ii) the outbreak of war between any of the countries noted in the exclusion above;
- iii) the requisition of **Your Craft** either for title or use.

Endorsement 12 – Uninsured owner or operator

12.1 **Your Insurers** will pay any damages which **You**, **Your passengers** and / or guests are legally entitled to recover as a consequence of any death or bodily injury suffered by **You** or them aboard **Your Craft** from the uninsured or unidentified owner or operator of another craft.

12.2 **Your Insurers** do not provide cover:

12.2.1 for claims settled without **Your Insurers** written consent;

12.2.2 if the uninsured craft is owned by a governmental agency department or unit;

12.2.3 if the uninsured craft is owned or regularly used by **You**, a member of **Your** immediate family or any person insured by this **Policy**;

12.2.4 for **You** using a craft without permission;

12.2.5 when **Your Craft** is being chartered;

12.2.6 where no evidence of physical contact exists between **Your Craft** and an unidentified or uninsured craft.

12.3 Credit must be given for any payment made under this **Endorsement** to or for an insured person whom is also entitled to claim under Section 2 – Your Liability of this **Policy**.

12.4 The most **Your Insurers** will pay under this **Endorsement** is the amount shown in **Your Schedule** under the Uninsured Owner or Operator Cover Limit. This applies to each incident or series of incidents that are caused by the same event.

Endorsement 13 – Tenders, dinghies and other small craft.

13.1 For the purpose of this **Endorsement**, the following definitions as shown on pages 8-11 are re-defined as shown below. The additional defined words will have the meaning as below whenever they are shown capitalised and in bold in **Your Policy**.

Craft: The vessel identified in **Your Schedule** comprising the hull, superstructure, standing and running rigging, fittings, **Machinery**, gear and fitted equipment that would normally be sold with the vessel, trailers, tenders, dinghies or other vessels noted in **Your Schedule**.

Engine Cut Out Device: A device specifically designed, marketed and sold to stop the engine(s) automatically if it is detached from **Your Craft**.

Section 9 – Endorsements continued.

Fire Extinguisher / Fire Extinguishing Systems: A pressurised device or devices specifically designed, marketed and sold to emit a fire extinguishing medium appropriate to its use.

Hitchlock: A device specifically designed, marketed and sold to prevent a trailer being unhitched from a towing vehicle, which covers the bolts securing the tow hitch to the trailer chassis.

Speedboat: Any motor powered Craft that has a manufacturers' stated maximum speed of more than 17 knots.

Wheel Clamp: A device that is specifically designed, marketed and sold to prevent a wheel being turned or removed.

13.2 The cover applicable under Section 1 – Your Insured Property, is extended to cover the tender(s), dinghy(s), other small craft and trailers as shown in **Your Schedule** with a **Sum Insured**.

Cover is subject to the terms and conditions contained within **Your Policy** and any other **Endorsements** noted in **Your Schedule**. **Your Insurers** will insure **Your** tender(s), dinghy(s) and other small craft within the **Cruising Limits** and / or **Transit Area** for loss or damage caused by one or more of the **Perils** listed in Section 1 – Your Insured Property.

13.3 **Your Insurers** will not pay for

13.3.1 loss of or damage:

- i) caused by scratching, denting or bruising whilst **Your** tender, dinghy or other small craft is being transported;
- ii) to sails split by the wind or blown away while hoisted or unfurled, unless the spars that they are attached to are damaged at the same time;
- iii) to **Your** tender, dinghy or other small craft whilst being transported if more than 9 metres long, unless **Endorsement 19 -Transit Risks** is noted in **Your Schedule**;
- iv) to **Your** tender, dinghy or other small craft whilst in transit that is not:
 - i. carried on a trailer fit for the purpose and towed by a suitable vehicle; or
 - ii. fitted in a purpose built cradle and carried by a professional haulier; or
 - iii. secured or fastened to a vehicle roof rack, provided this is a suitable method of transit for **Your** tender, dinghy or other small craft;
 - iv. to **Your** trailer, tender, dinghy or other small craft whilst in transit or being towed if **You** have not complied with all applicable laws and regulations relating to the form of towing / transit used;
 - v. to or theft of tenders, dinghies or ships boats that do not have the name of **Your Craft** or **Your** name or **Your** current post code or **Your** sail number permanently shown in them;

13.3.2 the theft or attempted theft of **Your** trailer and / or any **Insured Property** on **Your** trailer or any other trailer:

- i) when the trailer is unhitched from a towing vehicle; and
 - ii) when the trailer is parked attached to a towing vehicle and left unattended or out of **Your** direct line of sight;
- except if the trailer is secured by:
- iii) a **Wheel Clamp** if **Your** tender, dinghy or other small craft is a **Speedboat**; or
 - iv) a **Hitchlock** for all other types of craft;

13.3.3 loss, damage, liability or any salvage services whilst **Your Speedboat** is racing or taking part in speed tests or trials;

Section 9 – Endorsements continued.

- 13.3.4 loss or damage to turbojet **Speedboats** unless they are taken out of the water in the normal way and not run ashore under their own power;
 - 13.3.5 loss or damage by fire or explosion if **Your Speedboat** is fitted with inboard **Machinery** unless **Your Speedboat** is fitted with;
 - i) a remote controlled (the controls must be operated from the steering position) or automatic **Fire Extinguishing System** in the engine compartment and if possible the tank space; and
 - ii) manually operated **Fire Extinguishers** and a fire blanket in the galley area;
 - 13.3.6 loss of, damage to or failure of **Machinery** arising from an **Accident** if **Your Craft's Machinery** is over three years old and / or **Your Craft** is a **Speedboat** except if caused by:
 - i) accidental incursion of water into the hull, but not the engine alone; or
 - ii) **Your Craft** being stranded, sunk, burnt or on fire; or
 - iii) impact between **Your Craft** and any external substance including ice (but not water); or
 - iv) the water intake being accidentally obstructed by an external substance including ice (but not water); or
 - v) an **Accident** whilst removed from **Your Craft** and in a place of storage; or
 - vi) an **Accident** occurring whilst the **Machinery** is being removed from or placed in **Your Craft** or from or into a place of storage;
 - 13.3.7 water skiers or persons engaged in any similar activity being towed by **Your Craft**, until they are safely back on board **Your Craft** unless **Endorsement 17 - Water Skiers' Liability** is shown in **Your Schedule**;
 - 13.3.8 parascenders or participants in any other activity which takes place in the air operating with **Your Craft** until they are safely back on board **Your Craft**;
 - 13.3.9 divers operating from **Your Craft** until they are safely back on board **Your Craft**;
 - 13.3.10 loss or damage from any **Peril** to water skis, wakeboards, kneeboards or similar equipment, unless these items are noted separately by **Endorsement** or noted in **Your Schedule** or **Livaboard Contents** are noted as insured in **Your Schedule**;
 - 13.3.11 loss or damage from any **Peril** to water skis, wakeboards, kneeboards or similar equipment whilst being used.
- 13.4 The amount **Your Insurers** will pay under this **Endorsement**.
- 13.4.1 If **Your Insurers** replace items shown below with new ones **Your Insurers** will reduce the amount **Your Insurers** will pay to **You** in respect of **Your** claim because of the age and condition of the item concerned:
 - i. sails;
 - ii. standing and running rigging.
- 13.5 Condition applicable to this **Endorsement**.
You must comply with the following condition to have the full protection of **Your Policy**. If **You** do not comply with this condition **Your Insurers** may cancel **Your Policy** or refuse to handle **Your** claim or reduce the amount of any claim payment.
- 13.5.1 **You** must maintain in an efficient working order any **Engine Cut Out Device** fitted to **Your Craft** and use it correctly at all times whilst **Your Craft** is underway.

Endorsement 14 – Taken Ashore condition

- 14.1 **You** must take **Your** tender, dinghy or other small craft **Ashore** at all times:
 - 14.1.1 when it has nobody on board; and
 - 14.1.2 between sunset and sunrise;

Section 9 – Endorsements continued.

14.2 **You** may leave **Your** tender, dinghy or other small craft moored whilst unattended between sunrise and sunset providing this is for a maximum of three hours at any one time and **Your** tender, dinghy or other small craft is on a suitable mooring.

This does not apply if **Your** tender, dinghy or other small craft is a:

- i. personal water craft;
- ii. windsurfer;
- iii. canoe;
- iv. rowing scull / skiff;
- v. stand up paddleboard;
- vi. kayak;
- vii. surfboard;
- viii. kite surf board; or
- ix. similar type of craft.

Endorsement 15 – Small craft mooring permission

15.1 **You** can leave **Your** tender, dinghy or other small craft afloat at the mooring shown in **Your Schedule** between 1st May and 30th September, inclusive, each year. At all other times **You** must take **Your** tender, dinghy or other small craft **Ashore**:

15.1.1 when it has nobody on board; and

15.1.2 between sunset and sunrise

15.2 **You** may leave **Your** tender, dinghy or other small craft moored whilst unattended between sunrise and sunset providing this is for a maximum of three hours at any one time and **Your** tender, dinghy or other small craft is on a suitable mooring.

This does not apply if **Your** tender, dinghy or other small craft is a:

- i. personal water craft;
- ii. windsurfer;
- iii. canoe;
- iv. rowing scull / skiff;
- v. stand up paddleboard;
- vi. kayak;
- vii. surfboard;
- viii. kite surf board; or
- ix. similar type of craft.

Endorsement 16 - Outboard Motors

16.1 For the purpose of this **Endorsement**, the following definitions as shown on pages 8-11 are re-defined as shown below. The additional defined words will have the meaning as below whenever they are shown capitalised and in bold in **Your Policy**.

Craft: The vessel identified in **Your Schedule** including its **Machinery**, tenders, dinghies or other vessels noted in **Your Schedule**.

Machinery: Including, but not limited to, main and auxiliary engines, outboard engines, generators, air conditioning installations, electrical equipment, cables and fittings, hydraulic equipment, piping and fittings, boilers, propellers, shafts, gearboxes, exhausts and starter motors.

Outboard Motor Lock: A device specifically designed, marketed and sold as a secure method to prevent theft of **Your** outboard motor(s).

Section 9 – Endorsements continued.

Endorsement 17 – Water Skiers’ Liability

17.1 For the purpose of this **Endorsement**, the following definitions as shown on pages 8-11 are re-defined as shown below. The additional defined words will have the meaning as below whenever they are shown capitalised and in bold in **Your Policy**.

Craft	The vessel identified in Your Schedule including any tenders, dinghies and other vessels noted in Your Schedule .
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17.2 **Your Insurers** insure the cost of **Your** legal liabilities to and of anyone being towed on water skis, mono-skis, kneeboards or similar equipment behind **Your Craft**.

17.3 The most **Your Insurers** will pay is the amount shown in **Your Schedule** under the water skiers liability limit.

17.4 Cover is excluded for any liability, costs or expenses arising from a claim where more than two people are being towed at any one time and / or from the use of air chairs, air beds, any hydrofoil type devices, bananas or similar multi person devices.

Endorsement 18 – Charter and Passengers

You must comply with the following conditions to have the full protection of Your Policy. If You do not comply with them We may cancel Your Policy or refuse to handle Your claim or reduce the amount of any claim payment.

18.1 **Your Insurers** will only provide the insurance described in **Your Policy** if anyone claiming under **Your Policy** has met all the relevant conditions. These are:

- i. **You** must ensure that **Your Craft** is compliant with applicable Maritime and Coastguard Agency regulations and any other local regulation and licencing conditions when on charter;
- ii. **You** must ensure that the number of passengers on board **Your Craft** is restricted to the Maritime and Coastguard Agency coding and other local regulation and licencing conditions but never exceeding 12;
- iii. **You** must ensure that the skipper of **Your Craft** is suitably qualified in accordance with all applicable regulations;

Endorsement 19 – Transit Risk

Your Insurers will pay for loss or damage to **Your Craft**, tender, dinghy or other small craft in transit provided that the transit is conducted within the **Transit Area** noted in **Your Schedule** and whilst being transported by the method of transit noted in **Your Schedule**.

Endorsement 20 – Builders Risks

Subject to the terms and conditions contained within **Your Policy** and any other **Endorsements** noted in **Your Schedule**, this **Policy** is extended to cover **Your Craft** whilst it is under construction, being modified or fitted out.

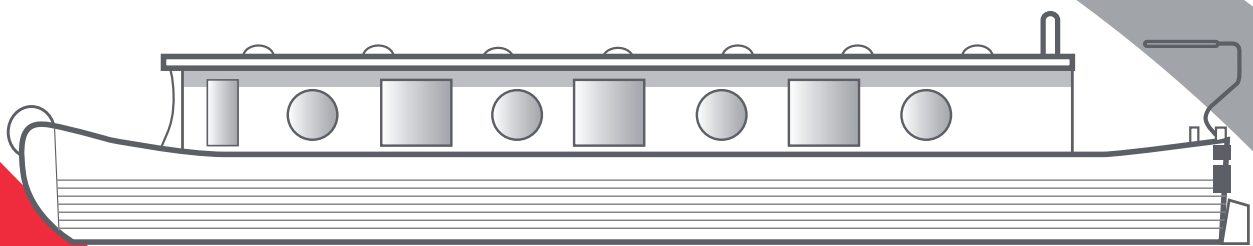
Your Insurers will also cover component items and parts purchased for the construction, modification or fitting out of **Your Craft** before they are fitted, whether at the site of **Your Craft** or whilst in storage elsewhere within the **United Kingdom** or whilst being transported between the two sites.

The exclusions applying to Section 1 – Your Insured Property, of this **Policy** apply to these component items and parts and they are classed as **Your Craft’s** gear and equipment for this purpose.

Section 9 – Endorsements continued.

Cover for **Your Craft** is provided on a **Laid Up** basis only. Cover for **Your Craft** whilst **In Commission**, afloat or whilst undergoing in water trials, will only be provided upon prior notification to, and agreement by, **Your Insurers**. This may be subject, at **Your Insurers** discretion, to a full out of water survey and valuation by an independent, qualified Marine Surveyor.

The **Sum Insured** shown in **Your Schedule** is the full, completed value of **Your Craft**, after all works have been carried out. In the event of a claim under **Your Policy** before this time, **You** must provide full details of all works carried out to, and / or all component items and parts purchased for **Your Craft**, together with substantiating documentation. Any claim for a **Total Loss** will be paid based upon the value of **Your Craft** at the time (providing this does not exceed the **Sum Insured** noted in **Your Schedule**).



Administered by:

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