

POLICY SUMMARY

MARINE INSURANCE

SUMMARY OF COVER

This information sheet 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.

ABOUT YOUR HAVEN COMMERCIAL PLAN WORDING

This is a 12 month policy for commercial craft which is underwritten by MS Amlin Syndicate 2001 at Lloyd's.

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

This is an "All Risks" insurance wording. 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))

The significant and unusual exclusions 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))

HOW DO YOU CANCEL YOUR POLICY WITHIN THE "COOLING OFF" PERIOD?

You may cancel the policy within 14 days of purchase, or within 14 days of receiving the policy documents, whichever is the later by contacting us or your broker. We will refund the full premium that you have paid providing that you have not made a claim on this policy.

HOW DO YOU CANCEL YOUR POLICY THROUGHOUT THE TERM OF THE POLICY?

You may cancel the policy at any time by contacting us or your broker. Providing that you have not made a claim on the policy, we will refund the premium less the proportionate amount for the time you were on cover (the minimum premium we will charge will be £30 plus Insurance Premium Tax). Where a refund of premium is due, no payment for any amount under £10 will be made.

CAN WE CANCEL YOUR POLICY?

We may cancel your policy at any time where there is a valid reason, subject to giving you or your broker 15 days' notice in writing. Valid reasons for cancelling your policy include:

- non-payment of premium;
- non-cooperation / failure to provide information; and
- reasonable suspicion of fraud

We will refund the premium less the proportionate amount for the time you were on cover (the minimum premium we will charge will be £30 plus Insurance Premium Tax). Where a refund is due no payment for any amount under £10 will be made.

HOW DO YOU MAKE A CLAIM ON YOUR POLICY?

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

- Phone: 01732 223610 from the UK or +44 1732 223610 from abroad (claims messaging service/helpline available outside office hours 9-5pm excluding bank holidays).
- E-mail: havenclaims@amlin.com
- Writing to us at: Haven Knox-Johnston, 11 Tower View, Kings Hill, West Malling, Kent ME19 4UY.
- Fax: 01732 871482.
- Submitting a claim via our website at www.boatinsure.co.uk/claims.

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. Estimate of replacement (where there is a loss) and/or an estimate of repair from the repairer of your choice.

HOW DO YOU COMPLAIN?

We take pride in the service provided to you, however, if you are unhappy with any aspect of the handling of your insurance or claim, please contact the Complaints Representative at Haven Knox-Johnston, 11 Tower View, Kings Hill, West Malling, Kent ME19 4UY, Tel 01732 223600, Fax 01732 223601, E-mail haven@amlin.com.

If for any reason we are unable to resolve your complaint immediately it will be referred to the Amlin Underwriting Limited's Complaints Department and if necessary Lloyd's and subsequently the UK Financial Ombudsman Service, full details will be provided at each stage of the process. Further information can be found in Section 12 of the policy wording.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)?

Marine types of insurance are not covered by the FSCS.

IMPORTANT INFORMATION

TAKING CARE OF YOUR VESSEL

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

IMPORTANT NOTICE

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

The terms of your policy and premium are based on the information you have provided to us. You must ensure that all facts given are correct and you must contact us immediately if there are any changes to the information you have provided or at any time you discover that the information is incorrect. Examples include, but are not limited to:

- changes in conditions, market value or use of the vessel;
- criminal charges or convictions of any person having an interest in the vessel; and
- change in the mooring location or type of mooring for the vessel.

A failure to provide full and accurate information may invalidate your policy and may result in all or part of a claim not being paid. If you are in any doubt please contact us.

WHAT IF YOU SELL OR TRANSFER YOUR VESSEL TO A NEW OWNER?

Should the vessel be sold or transferred to a new owner, or where the vessel is owned by a company or other organisation should there be a change in the controlling interest of that organisation, this policy will cease automatically from the time of that sale, transfer or change.

TAXES

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

LANGUAGE

Unless otherwise agreed in writing the language of your policy and any communication throughout the duration of the policy will be in English.

LAW AND JURISDICTION

Your policy shall be governed by and construed in accordance with English law and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with your policy, or its subject matter or formation (including non-contractual disputes or claims) unless specifically agreed to the contrary.

DATA PROTECTION NOTICE

To consider your request for insurance cover or administer subsequent dealings in respect of your policy 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. We may check and/or pass some or all of the personal information we obtain in connection with your policy or claim to our appointed service providers in order to administer the policy or for underwriting and claims handling purposes. We may also pass some or all of the personal information to regulatory or other organisations, so that we can comply with our obligations; and to databases and fraud prevention agencies.

In particular, in order to provide and maintain your insurance cover, we will pass your information to the insurer MS Amlin Syndicate 2001 at Lloyd's, One Lime Street, London EC3M 7HA managed by Amlin Underwriting Limited.

The Data Controller is MS Amlin Underwriting Services Limited.

TELEPHONE RECORDING

Please note that all calls are recorded for training and monitoring purposes.

PREMIUMS AND CLAIMS

All premiums and claims are handled by us on behalf of MS Amlin Syndicate 2001 at Lloyd's.

MARKETING

Your details may be used by us to provide marketing information which we feel may be relevant and of interest to you. Please contact us if you do not wish to receive such communications. Your details will not be shared with any third party for marketing purposes.

CONTACTING US

We are only able to discuss your policy with the person(s) shown in the Certificate of Insurance. If you require someone else to deal with your policy on your behalf please contact us on 01732 223600 or in writing to our address shown in the next section.

COMMENTS ABOUT OUR SERVICE

If you have any comments about our service please contact the Operations Manager at Haven Knox-Johnston, 11 Tower View, Kings Hill, West Malling, Kent ME19 4UY, Tel 01732 223600, Fax 01732 223601, E-mail haven@amlin.com.

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