

# keyfacts

## HAVEN KNOX-JOHNSTON

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

### 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 document along with your insurance wording.*

#### Statement of Demands and Needs

This product meets the demands and needs of a boat owner on the inland waterways.

#### Insurance Undertaking

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

#### Type of Cover: Inland Plus Plan Insurance

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

This is an annual, "All Risks" insurance wording for boats used for private pleasure use on inland non-tidal waters of the United Kingdom.

*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 and removal of wreck charges (Clause 1(c))
- Third party liability for you and any person navigating or in charge of your vessel with your permission (Clause 8)
- Personal accident cover for personal injuries or death for you and people on board your insured vessel (Personal Accident Wording)

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Registered Office: St Helen's, 1 Undershaft, London EC3A 8ND  
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*The significant and unusual exclusions are in Clause 5 (although not all):*

- Loss, damage, liability or expense intentionally caused by or consented to by you or arising from unseaworthiness resulting by you (5a)
- Repair cost for any defect from prior repair, alteration or maintenance work (5b)
- Design or construction fault (5c)
- Loss and damage caused by wear and tear and lack of reasonable maintenance (5d)
- Loss and damage caused by insect, vermin, damp and marine life (5d)
- Theft of insured gear and equipment *unless* it follows violent forcible entry into your vessel or place of storage (5e(i))
- Theft of insured personal effects *unless* it follows violent forcible entry into vessel or vehicle while in transit (5e(ii))
- Theft of your outboard motor *unless* it is secured to your vessel by an appropriate anti-theft device in addition to its normal method of attachment or violent forcible entry into the vessel or place of storage (5e(iii))
- Theft or loss of boats, such as dinghies or tenders, not permanently marked with the name of the parent vessel (5e(iv))
- Loss of or damage to protective covers more than 5 years old split by wind or blown away (5f)
- Loss or damage to engines and machinery in certain circumstances as listed under (5j)
- Where your vessel's maximum designed speed exceeds 17 knots (20mph.), there are key exclusions set out in clause (5(k) to 5(n))

*Significant and unusual limitations are in Clause 9:*

- Unless the loss or damage occurred in your home marina, or there is a total or constructive total loss, an excess will apply to each claim (Clauses 7 & 9(a))
- There are deductions for:
  - Protective covers and sails (9b)
  - Outboard motor claims (9c)
- Rights to repair or replace damaged insured property rather than a payment in money (9d)

### **Right to Cancellation**

You may cancel your insurance for any reason within 14 days of the latter of the date your cover started or the day you received your insurance package.

If you do cancel your policy from inception date during the 14 day period, you will be entitled to a return of premium. However, we will retain a £27.50 administration fee incurred by concluding the contract.

If you cancel within the 14 days but not at inception, then you will be entitled to a return of premium, less a proportion equal to the risk already incurred. We will also retain a minimum of £27.50 administration fees incurred in concluding the contract.

If you do not cancel your insurance within that 14 day period, you will be bound by the terms of the insurance and will only be able to cancel your insurance wording by exercising any rights you might have in Clause 4 of your insurance wording.

To cancel your insurance you must write to your broker or Haven Knox-Johnston at the address shown above, enclosing the original certificate of insurance when giving your written notice.

### **Premiums**

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

### **Notification of Claims**

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

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

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

**Haven Knox Johnston  
11 Tower View  
Kings Hill  
West Malling  
Kent  
ME19 4UY**

When reporting your claim, please provide us with the following information:

1. Where and when the incident occurred
2. The details of the incident
3. What loss or damage has occurred, including any damage to third parties
4. Where your vessel is located
5. Whether your vessel is watertight or in need of urgent attention
6. Estimate of replacement (where there is a loss) and/or an estimate of repair from the repairer of your choice

Further information can be found within our Claims Advice Leaflet.

### **Complaints**

If you have a complaint, please contact the Divisional Manager at the address shown above.

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

Complaints Department  
Lloyd's  
One Lime Street  
London EC3M 7HA  
Telephone 020 7327 5693  
Fax 020 7327 5225  
e-mail [Lloyds-Regulatory-Complaints@lloyds.com](mailto:Lloyds-Regulatory-Complaints@lloyds.com)

Or you may ask the Financial Ombudsman Service to review your case without affecting your statutory rights.

### **Compensation**

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstance of the claim.

Lloyd's insurers are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to you under this contract. If you were entitled to compensation under this Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from the Financial Services Compensation Scheme (7<sup>th</sup> Floor, Lloyd's Chambers, Portsoken Street, London E1 8BN) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk).

Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit.

### **Law**

Unless some other law is agreed in writing, your insurance wording is governed by the laws of England.

### **Language**

Unless otherwise agreed in writing, the language of your insurance wording and any communication throughout the duration of the contract will be in English.

### **Taxes**

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

### **Data Protection**

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

In order to provide and maintain your insurance cover, we need to pass your information to:

- a) Syndicate 2001 at Lloyd's, One Lime Street, London EC3M 7HA to enable them to provide pleasure craft insurance.

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

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

The Data Controller is Amlin Underwriting Services Limited.