

## HAVEN COMMERCIAL PLAN WORDING

### 1. COVER

- (a) All risks of accidental, physical, loss or damage to the Vessel and property described in the certificate of insurance.
- (b) Loss or damage caused by latent defect in the Vessel (but excluding the cost or expense of replacing the defective part), negligence, malicious acts and theft are also covered, unless such loss or damage results from any failure on the part of any insured to take reasonable measures to maintain and safeguard the insured Vessel and property described in the certificate of insurance. **(Please note the particular limitations relating to machinery in clause 5)**
- (c) Salvage charges incurred in preventing a loss by any risk covered by this insurance and reasonable expenses incurred in averting or minimising a loss by such risks.

The word "Vessel" means the Vessel herself, her machinery, boat(s), gear and equipment such as would normally be sold with the Vessel, being the property of the insured named in the certificate of insurance. It does not include moorings, licence, consumable stores or personal effects.

**All cover is subject to any exclusion in this policy wording and any conditions in the certificate of insurance. Please note particularly the exclusions in Clause 5.**

### 2. GEOGRAPHICAL LIMITS AND USE OF THE VESSEL

- (a) The Vessel is only covered within the cruising range defined in the certificate of insurance. The Vessel is also covered while in transit by road within the United Kingdom but excluding any liability to third parties.

#### (b) CONDITIONS

The following conditions must be complied with strictly. If they are breached the policy will become void. No claims will be paid. No refund of premium will be made.

- (i) The Vessel must not be used as a houseboat or place of residence.
- (ii) The Vessel must fully comply with all law and regulations, including without limitation, any applicable Department of Transport MCA Code of Practice and SOLAS requirements for the insured Vessel(s), any MCA licence, any local regulation and any other licencing conditions applicable during the period of this insurance.
- (iii) The Vessel must not be used for trawling.

### 3. CHANGE OF OWNERSHIP

Should the Vessel be sold or transferred to new ownership, or where the Vessel is owned by a company, should there be a change in the controlling interest of the company, this insurance shall be cancelled from that time.

### 4. CANCELLATION

You may cancel your insurance for any reason within 14 days of inception. We will retain £50 incurred by concluding the contract.

If the insurance is cancelled after 14 days of inception, the £50 incurred by concluding the contract will be retained. If the premium proportional to the risk incurred is above £50 then the return of premium will be on a pro-rata basis.

Any return below £50 will be retained by the insurers.

In addition to the above, this insurance may be cancelled by either party, but if by insurers it will be subject to 15 days written notice to the insured or his agent. This insurance may also be cancelled by mutual agreement.

### 5. EXCLUSIONS

**This clause is paramount and no claim shall be allowed in respect of:**

- (a) loss, damage, liability or expense intentionally caused or incurred by, or with the consent of, any insured, or arising from unseaworthiness resulting from any act or omission of any insured.
- (b) the cost of making good any defect resulting from any repair, alteration or maintenance work carried out on the Vessel.
- (c) any loss or expenditure incurred in remedying a fault or error in design or construction or any cost or expense incurred by reason of betterment or alteration in design or construction.
- (d) wear and tear, gradual deterioration, lack of reasonable maintenance, mechanical breakdown, corrosion, electrolysis, weathering or damage caused by insect, vermin, damp and marine life.
- (e) (i) theft of insured gear and equipment, unless following violent forcible
  - entry into the Vessel or place of storage, or
  - removal of fixed gear or equipment from the exterior of the Vessel.
- (ii) theft of the outboard motor unless secured to the Vessel by an anti-theft device in addition to its normal method of attachment, or following violent forcible entry into the Vessel or place of storage.
- (iii) theft or loss of boat(s) not permanently marked with the name of the parent Vessel.

- (iv) theft of trailer and Vessel (when on trailer) unless the trailer is fitted with an appropriate wheel clamp when not actually being towed.
- (f) loss or damage to fishing, and diving gear and equipment unless an amount is specified in the certificate of insurance and:
  - (i) such loss or damage is caused by fire or lightning; or
  - (ii) forcible and violent entry into the Vessel or place of storage; or
  - (iii) such gear or equipment is totally lost following total loss of the Vessel insured in circumstances covered by this insurance.
- (g) loss, damage, expense or liability directly or indirectly arising from capture, seizure, arrest, restraint or detention, war, terrorism, civil war, revolution, rebellion, insurrection, civil conflict or commotion.
- (h) loss, damage, liability or expense directly or indirectly caused by or contributed to, by, or arising from:
  - (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
  - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
  - (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
  - (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or similar peaceful purposes.
- (i) unrepaired damage in addition to a subsequent total loss sustained during the period covered by this insurance.
- (j) loss or damage to engine(s), gearbox(es), electrical machinery, electrical equipment, batteries and connections resulting from:
  - (i) negligence of any person
  - (ii) latent defect
  - (iii) frost, unless all reasonable precautions have been taken
  - (iv) water, unless by sudden accidental incursion into the Vessel.
- (k) loss, damage, liability or expense arising while such Vessel or boat(s) is underway unless the insured or other competent person authorised by the insured is on board and in control of such Vessel or boat.
- (l) theft or loss of outboard motor or trailer unless the serial number is submitted prior to claim settlement.

**IN ADDITION WHERE THE MAXIMUM DESIGNED SPEED OF THE VESSEL OR HER BOAT(S) EXCEEDS 17 KNOTS (20 M.P.H.)**

**no claim shall be allowed in respect of:**

- (m) loss, damage, liability or expense arising whilst such Vessel or boat(s) is racing or on speed tests or trials.
- (n) loss, damage, liability or expense caused by or arising through fire or explosion on such Vessel or boat if equipped with inboard machinery, unless such Vessel or boat is equipped in the galley with adequate fire extinguishing apparatus and in the engine room with an adequate fire extinguishing system automatically operated or having controls at the steering position(s), or outside and adjacent to the engine room and all properly installed and maintained in efficient working order.

### 6. MARINA BENEFITS

Where the Vessel is marina based as specified in the certificate of insurance, in the event of a claim under this insurance for loss or damage to the Vessel while moored on a pontoon berth in a marina or ashore in a marina:

- (a) the excess specified in the certificate of insurance shall not be deducted.
- (b) any no claims bonus entitlement shall not be affected at renewal.

### 7. LIABILITIES TO THIRD PARTIES

- (a) The insurers will indemnify the insured in respect of all claims which the insured shall by reason of interest in the insured Vessel become legally liable to pay and shall pay. The indemnity payable in respect of any one accident, or series of accidents arising out of the same event, shall be limited to the sum specified in the certificate of insurance for that purpose.
- (b) When the liability of the insured has been contested with the consent in writing of the insurers, they will also pay the legal costs which the insured shall thereby incur or be compelled to pay.
- (c) The protection of this Clause 7 shall extend to any person navigating or in charge of the Vessel with the consent of the insured other than a person operating, or employed by the operator of any ship yard, repair yard, slipway, marina, yacht club, sales agency, delivery contractor or similar organisation. This extension shall be subject to all terms, conditions and warranties of this insurance.

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- (d) **This insurance does not cover -**
- (i) any claim or liability excluded under Clause 5.
  - (ii) any liability to the insured or any owner of the Vessel.
  - (iii) any liability admitted or agreed without the written consent of the insurers.
  - (iv)
    - any liability arising while the Vessel is used for, or in connection with, water-skiing, aquaplaning, or similar activity, unless expressly agreed in writing, in which case insurers liability shall be limited to the sum specified in the certificate of insurance for that purpose.
    - any liability arising while the Vessel is being used for the towing of water toys, unless expressly agreed in writing, in which case insurers liability shall be limited to the sum specified in the certificate of insurance for that purpose. It is a condition precedent to liability that: Toys are of professional design and manufacture; Toys are operated exactly in accordance with the manufacturers instructions regarding passengers (including size and weight) and speed of operation.
  - (v) any liability arising while the Vessel is used for or in connection with paragliding.
  - (vi) punitive or exemplary damages, or any multiplication of compensatory damages, however described.
  - (vii) any liability to any crew while the Vessel is being used for commercial purposes. In addition and without restricting that exclusion, this policy does not cover any liability of the insured, or anyone else entitled to the protection of this policy, arising under any employers liability legislation or any other statutory or common law, general maritime law or any other law or regulation in respect of accidents to or illness of workmen or any other persons employed in any capacity whatsoever by the insured or others in, on, about, or in connection with the Vessel, or her catch, materials or repairs.
  - (viii) any liability arising out of the sale, supply or provision of any food and/or beverage.
  - (ix) any liability incurred by the insured during the course of performing specialist operations including but not limited to dredging, dumping of spoil, cable or pipe laying, construction, installation or maintenance work, piling, core sampling, professional oil spillage, response training (but not excluding fire fighting) to the extent that such loss, damage, liability or expense arises as a consequence of:
    - claims brought by any party for whose benefit the work has been performed, or by the third party for whom the work has been performed (or not) in respect of the specialist nature of the operations; or
    - the failure to perform such operations by the insured, or the fitness for purpose or quality of the insured's work products or services, including any defect in the insured's work products or services; or
    - any loss or damage to the contract works.
  - (x) any liability in respect of any claim for medical costs, fees or related expense or any other liability whatsoever arising out of illness or injury or in any way related or caused by exposure to sun's rays either suddenly or cumulatively.
  - (xi) any liability arising out of the insured Vessel entering prohibited waters or engaging in unlawful fishing.
  - (xii) any liability arising from waste dumping or incineration carried from, or on the insured Vessel.
  - (xiii) any liability in respect of all fines and penalties resulting from the failure, neglect or default of any insured (or any representative of the insured).
  - (xiv) any liability arising out of any failure to work within the safe working load of any piece of gear or equipment.
  - (xv) any liability to or of divers working from any insured Vessel(s).
  - (xvi) any liability arising from the use of compressors or high pressure air or gas equipment.
  - (xvii) any liability arising out of towage except for the purpose of saving life unless with the insurers prior written agreement.
  - (xviii) any liability arising out of seepage, pollution or contamination unless the insured establishes that such seepage pollution, or contamination was:
    - caused by an accident involving the insured Vessel(s) and,
    - it was discovered by the insured within 24 hours of the accident, and,
    - the accident was reported to the insurers as soon as reasonably practical.
  - (xix) any liability to any guest or passengers, fare paying or otherwise, whilst the Vessel is being used for commercial purposes.

- (xx) any liability arising from or caused by the nets and gear of the Vessel or nets and gear of any other vessel howsoever arising; and any claim for loss of or damage to or liability arising from the cargo and/or catch whether or not on board the Vessel and howsoever arising.
- (e) Liability to crew is excluded under Clause (d) (vii). However, where the certificate of insurance contains the words "Cover is extended to include crew liability" then notwithstanding the provisions of Clause (d) (vii) the cover provided under Section 7 of this policy is extended to include claims by crew members but:
- (i) There is no cover in respect of any claim by any crew member who is an employee of the insured or others in any capacity at all, in or about or in connection with the Vessel or her catch, materials or repairs.
  - (ii) There is no cover if when the circumstances giving rise to the claim occurred there was more crew on board than the number stated in the certificate of insurance. This extension is subject to all other terms of the policy including all limits and exclusions.

## 8. EXCESS AND DEDUCTIONS

- (a) The excess specified in the certificate of insurance shall be deducted from all claims arising out of each and every incident, other than for total loss or constructive total loss of the Vessel, or total loss of items separately declared and valued in the certificate of insurance.
- (b) **Prior to the deduction under 8(a) and in addition** all claims for loss of or damage to protective covers, sails, canopies & outdrives may be subject to a new for old deduction at insurers discretion.
- (c) The maximum amount payable by insurers for loss or damage to outboard motors shall be the actual current market value of the outboard at the time of the loss or damage, or the sum insured for the outboard as shown in the certificate of insurance, whichever is less.
- (d) Insurers may, at their option, repair or replace with property of similar age, type and condition all or any part of the insured Vessel or property lost, damaged or destroyed instead of paying the amount of the loss or damage in money.

## 9. CONSTRUCTIVE TOTAL LOSS

A claim for constructive total loss shall be recoverable when the cost of recovery and/or repair of the Vessel, following an insured loss, exceeds the insured value.

## 10. CLAIMS

In the event of any occurrence which might give rise to a claim under this insurance the insured must give immediate notice to insurers and following a sinking or partial immersion take necessary immediate appropriate first aid treatment.

A surveyor may be appointed to represent insurers.

In the event of fire, malicious damage or theft immediate notification must be given to the local police.

The insured must provide all reasonable assistance in pursuing any recovery from a third party.

The insurers have the option of appointing solicitors who shall represent the insured in the defence of any third party claim covered by Clause 7 and in any event the insurers shall direct the progress of such defence.

## 11. LAW

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to English law and jurisdiction.

## COMPLAINTS

Any complaint relating to the handling of your insurance/claim should be forwarded to: The General Manager, Haven Knox-Johnston, 11 Tower View, Kings Hill, West Malling, Kent ME19 4UY Tel: 01732 223600 Fax: 01732 223601 E-Mail: haven@amlin.co.uk.

In the event that you are dissatisfied with our handling of your complaint you can at anytime refer the matter to Policyholder & Market Assistance, their address is: Lloyd's Market Service, One Lime Street, London EC3M 7HA Tel: 020 7327 5693 Fax: 020 7327 5225 E-Mail: Complaints@lloyds.com.

Complaints that cannot be resolved by Policyholder & Market Assistance may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.