



Porthcawl Insurance Consultants Limited

Specialist Marine Insurance Services

T: 01656 784866 • F: 01656 784872 • E: reception@porthcawl-insurance.co.uk



RIB & Sports Boat Keyfacts & Policy Wordings

Summary of Cover

This section contains important information about your marine insurance policy and contact details for claims and complaints. We recommend that you read this section along with your insurance wording.

Statement of Demands and Needs

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

Insurance Undertaking

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

Type of Cover: RIB & Sports Boat Plan

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

This is an annual, "All Risks" insurance wording for pleasure craft, RIB and Sports Boats used for private pleasure use. 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 and removal of wreck charges (Clause 1(c))
- Personal accident cover for personal injuries or death for you and people on board your insured vessel (Personal Accident Extension Wording)
- Third party liability for you and any person navigating or in charge of your vessel with your permission (Clause 8)
- 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 7)

The significant and unusual exclusions are in Clause 5:

- 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 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))
- Theft of trailer and vessel if the trailer is not wheelclamped when not actually being towed (5e(v))
- Loss or damage to engines and machinery and electrical items as detailed in 5(k)
- Where your vessel's maximum designed speed exceeds 17 knots (20 m.p.h.), there are key exclusions set out in clause 5(k) to 5(o)

Significant and unusual limitations are in Clause 9:

- 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 7 & 9(a))
- There are deductions for:
 - (a) Protective covers, canopies and personal effects (9b)
 - (b) Outboard motors (9d)
 - (c) Where a vessel is racing (9e)
- Rights to repair or replace damaged insured property rather than a payment in money (9g)
- The excess is increased by £150 for claims involving underwater machinery on craft with a maximum designed speed over 17 knots (9c)

Right to Cancellation

You may cancel your insurance for any reason within 14 days of the latter of the date your cover started or the day you received your insurance package. We will retain £25 in concluding the contract. If the insurance is cancelled outside of the period above, premium will be calculated as per our terms of business with a minimum of £25 being retained in concluding the contract.

If any premium to be returned is below £10 this will be retained by the Insurers.

To cancel your insurance you must write to your broker or Porthcawl Insurance Consultants (UK) Ltd, 43 Mary Street, Porthcawl, Mid Glamorgan, CF36 3YN enclosing the original Certificate of Insurance when giving your written notice.

Premiums

All premiums received by Porthcawl Insurance Consultants (UK) Ltd are held by us as agent of the insurer.

Notification of Claims

Please note claims at Porthcawl Insurance Consultants (UK) Ltd 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 01656 784866.
- Emergency Mobile telephone number: 07976 767630
- Fax us any time: (01656) 784872
- E-Mail Us at reception@porthcawl-insurance.co.uk
- Writing to us at our address:

Porthcawl Insurance Consultants (UK) Ltd
43 Mary Street
Porthcawl
Mid Glamorgan
UK, CF36 3YN

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

Complaints

If you have a complaint, please contact our Managing Director at 43 Mary Street, Porthcawl, Mid Glamorgan CF36 3YN. If you are dissatisfied with our handling of your complaint you can at any time refer the matter to the Complaints Department at Lloyd's.

Their address is:

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

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

Law

Unless specifically agreed to the contrary this insurance shall be subject to English law and jurisdiction

Language

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

Taxes

There may be circumstances where taxes may be due that are not paid via Porthcawl Insurance Consultants (UK) Ltd and therefore if this occurs it is the responsibility of the insured to ensure that these are paid direct to the appropriate authority.

Data Protection

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

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

- a) Syndicate 2001 at Lloyd's, One Lime Street, London EC3M 7HA to enable them to provide pleasure craft insurance.
- b) Amlin Underwriting Services Limited, St Helen's, 1 Undershaft, London EC3A 8ND to enable them to administer the 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 Porthcawl Insurance Consultants (UK) Limited.

Porthcawl Insurance Consultants (UK) Ltd

RIB & SPORTS BOAT POLICY 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.

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 unless agreed by Insurers in writing. Where Insurers have expressly agreed to include such use such cover is extended to the named Insured only and does not include commercial letting.
- (ii) The Vessel must be used for private pleasure purposes, and must not be let out on charter, hire or reward. Where Insurers have expressly agreed to allow any such use the Insured or an appropriately certified professional skipper employed by the Insured must be on board the Vessel and in charge at all times when it is being so used and is underway.

- (iii) While out of commission the Vessel must be laid up as stated on the Certificate of Insurance.

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 £25 incurred by concluding the contract.

If the insurance is cancelled after 14 days of inception, the £25 incurred by concluding the contract will be retained. If the premium proportional to the risk incurred is above £25 then the return will be on as per our terms of business.

Any return below £10 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
 - (a) entry into the Vessel or place of storage, or

- (b) removal of fixed gear or equipment from the exterior of the Vessel.
- (ii) theft of insured personal effects, unless following violent forcible entry into the Vessel or vehicle while in transit.
- (iii) theft of the outboard motor unless secured to the Vessel by an appropriate anti-theft device in addition to its normal method of attachment, or following violent forcible entry into the Vessel or place of storage.
- (iv) theft or loss of boat(s) not permanently marked with the name of the parent Vessel.
- (v) theft of trailer and Vessel (when on trailer) unless the trailer is fitted with an appropriate wheelclamp when not actually being towed.
- (f) loss of or damage to sails while in use, if split by the wind or blown away.
- (g) loss, damage, expense or liability directly or indirectly arising from capture, seizure, arrest, restraint or detainment, 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.

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:-

- (k) loss, damage, liability or expense arising from such Vessel or boat(s) being left unattended off an exposed beach or shore.
- (l) loss, damage, liability or expense arising while such Vessel or boat(s) is racing or on speed tests or trials.
- (m) loss, damage, liability or expense arising while such Vessel or boat(s) is underway unless the Assured or other competent person authorised by the Assured is on board and in control of such Vessel or boat.
- (n) loss or damage to rudder, outboard, strut, outdrive, propeller or shaft, caused by contact with any external substance, unless by a risk covered by this Insurance the Vessel or boat(s) sinks, strands or is in contact with another vessel, pier or slipway.
- (o) 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. PERSONAL EFFECTS

When an amount for personal effects, being the personal property of the Insured or the Insured's family, is included in the Certificate of Insurance, those personal effects are insured against physical loss or damage on the terms of this insurance while on board the Vessel, and while in transit between the Insured's place of residence and the insured Vessel.

In addition the following shall apply:-

- (a) where the total value of the personal effects on board the Vessel at the time of the loss exceeds the amount insured for personal effects in the Certificate of Insurance, any claim shall be reduced proportionately.
- (b) no single item with a value in excess of £250 is insured unless declared and agreed in writing.
- (c) jewellery, currency, travellers cheques and consumable stores are not covered. Breakage of articles of a brittle nature is not covered. Personal effects are not covered

by this insurance if they are covered under any other policy of insurance, or but for the existence of this insurance would be covered under any other policy of insurance.

7. 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.

8. 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 insured value of the Vessel or 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 8 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.
- (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 claim arising directly or indirectly from any accidents to, or illness of, workmen or any person employed in any capacity whatsoever by the Insured (or any other person to whom the protection of this insurance is afforded) in, on, about or in connection with the Vessel.
 - (v) (a) 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.

- (b) 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.
 - (vi) any liability arising while the Vessel is used for or in connection with paragliding.
 - (vii) punitive or exemplary damages, however described.

9. 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 9(a) and in addition all claims for loss of or damage to protective covers, sails, canopies and (where covered) personal effects may be subject to a new for old deduction at Insurers discretion.
- (c) The excess for Hull and Machinery specified in the Certificate of Insurance shall be increased by £150 for all claims for loss or damage to rudder, strut, shaft, propeller, outboard or outdrive caused by contact with any external substance. This additional excess is not applicable to Vessels with a maximum designed speed of 17 knots, or less.
- (d) 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 the smaller.
- (e) Any liability of the Insurers arising while the Vessel is racing shall be assessed on the basis that the amount shown in the Certificate of Insurance for mast(s), spars, sails, standing and running rigging is the full new replacement cost and if it is not then the Insurers liability shall be reduced

- proportionately.
- (f) In the event of an insured loss of or damage to mast(s), spars, sails, standing and running rigging while the Vessel is racing, and there is an amount stated in the Certificate of Insurance for that purpose, then such claims shall be reduced by one third, and the excess under Clause 9(a) shall not be deducted. This Clause 9(f) shall not apply if, through a risk covered by this insurance, the Vessel sinks, strands or is in contact with any external substance, other than water.
- (g) 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.

10. 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.

11. 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 8 and in any event the Insurers shall direct the progress of such defence.

12. NO CLAIM BONUS

In the event of no claims being paid or outstanding at the expiry of a 12 month insurance the renewal premiums will be reduced as follows:-

- By 5% after 1 year
- By 10% after 2 consecutive years
- By 15% after 3 consecutive years
- By 20% after 4 consecutive years
- By 25% after 5 consecutive years

This clause does not imply an obligation upon insurers to renew this insurance.

13. 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 Managing Director, Porthcawl Insurance Consultants (UK) Ltd, 43 Mary Street, Porthcawl, CF36 3YN, Tel: 01656 784866 Fax: 01656 784872

E-Mail: reception@porthcawl-insurance.co.uk

In the event that you are dissatisfied with our handling of your complaint you can at anytime refer the matter to the Complaints Department at Lloyd's, their address is: Complaints Department, Lloyd's, 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 the Complaints Department may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.



PERSONAL ACCIDENT EXTENSION WORDING

This insurance is only applicable if the insurance to which it is attached is in the name of an individual.

1. COVER

This insurance will indemnify the insured person for bodily injury caused by an accident, or to the Executors or Administrators in the event of the death of the insured person during the period of this insurance while on board or embarking onto or disembarking from the Insured Vessel and subject to the definitions, terms, conditions, limits and exclusions as set out below, and in the insurance to which this clause is attached.

2. PERIOD OF INSURANCE

This insurance shall be for the same period as the insurance on the Vessel as set out in the Certificate of Insurance.

3. GEOGRAPHICAL LIMITS AND USE OF VESSEL

This insurance shall remain in force provided the Vessel to which this insurance is attached is

- (a) within the area defined in the Certificate of Insurance.
- (b) used solely for private pleasure purposes and not let out on hire or reward unless agreed by Insurers in writing.

4. DEFINITIONS

"Bodily Injury" means identifiable physical injury arising solely and independently of any cause (other than illness directly resulting from medical or surgical treatment rendered necessary by such injury) which occasions the death or disablement of the insured person within 12 months from the date of the accident.

"Insured Person" means any person on board the Insured Vessel other than any person employed in any capacity whatsoever by any owner of the Vessel.

"Permanent Total Disablement" means disablement which entirely prevents the insured person from attending to any business or occupation for which he is reasonably suited by training, education or experience and which lasts 12 months and at the expiry of that period is beyond hope of improvement.

"Loss of Limb" means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.

"Vessel" means the craft specified in the Certificate of Insurance to which this wording is attached.

5. SCHEDULE OF COMPENSATION

Compensation shall not be payable under more than one of the items of this Schedule of Compensation in respect of the consequences of one accident to any one insured person.

The total sum payable under this insurance in respect of more than one accident to any one insured person shall not exceed £10,000. No more than six claims may be made under this insurance during the period of the insurance.

Claims under A, B, C, D, E & F below shall only be considered when death or loss occurs within twelve months of the accident

A. Death	£10,000
B. Total and irrecoverable loss of sight of both eyes	£10,000
C. Total and irrecoverable loss of sight of one eye	£10,000
D. Loss of one limb	£10,000
E. Loss of two limbs	£10,000
F. Total and irrecoverable loss of one limb and one eye	£10,000
G. Permanent Total Disablement (other than total and irrecoverable loss of sight of one or both eyes or loss of limb(s))	£10,000

6. EXCLUSIONS

This insurance does not cover death or disablement directly or indirectly arising out of or consequent upon or contributed by:-

- (a) 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.
- (b) 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.
- (c) suicide or attempted suicide or intentional self injury or the insured person being in a state of insanity.
- (d) deliberate exposure to exceptional danger (except in an attempt to save human life), or the Assured's own criminal act.
- (e) illness or disease.

7. MEDICAL EXPENSES

In addition to the benefits set out herein and subject at all time to any limits, conditions, exclusions this insurance shall extend to cover doctor's or surgeon's fees (subject to a limit of £500 any one accident) for the attendance upon the Assured or his family or crew incurred as a direct result of personal injuries caused by the Vessel sinking, being in collision or on fire.

8. CLAIMS

- (a) Notice must be given to the Insurers as soon as reasonably practicable of any accident which causes or may give rise to a claim within the meaning of this insurance.
- (b) The insured person must, as soon as possible, place himself under the care of a duly qualified medical practitioner.
- (c) It is a condition precedent to any liability hereunder to pay compensation to any insured person (or his representatives) that all medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical adviser appointed by or on behalf of Insurers and that such medical adviser and advisers shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make examination of the insured person.
- (d) Any fraud or concealment or deliberate mis-statement by an insured person if unknown to the Assured in relation to any matter affecting this insurance or in connection with the making of a claim under this insurance shall render this insurance null and void insofar as it relates to the insured person in question but any such fraud, mis-statement or concealment by or known to the Assured shall render the whole insurance null and void and all claims hereunder shall be forfeited.

9. 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 Managing Director, Porthcawl Insurance Consultants (UK) Ltd, 43 Mary Street, Porthcawl Mid Glamorgan, CF36 3YN, Tel: 01656 784866 Fax: 01656 784872 E-Mail: reception@porthcawl-insurance.co.uk

In the event that you are dissatisfied with our handling of your complaint you can at anytime refer the matter to the Complaints Department at Lloyd's, their address is: Complaints Department, Lloyd's, 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 the Complaints Department may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.