



Part of the Amlin Group

Haven Third Party Liability Policy

**The boat
insurance
people who
share your
passion**

WELCOME TO HAVEN KNOX-JOHNSTON

Thank you for choosing to insure with Haven Knox-Johnston.

We have prepared this booklet to provide you with all the information relating to the cover you have purchased under the Haven Third Party Liability Policy. Please read the enclosed carefully and if you have any questions contact us.

With regard to claims, our intention is to settle them as quickly as possible and therefore we have included a 'Guide to making a claim'. Also there is a 'Know your boat section' which we would recommend that you complete which will help speed up the processing of any claim that you may need to make.

Once again thank you for insuring with Haven Knox-Johnston and we wish you an enjoyable year boating.

A handwritten signature in black ink that reads "J. P. Macaulay" followed by a long, wavy horizontal line.

John Macaulay
Director

Haven Third Party Liability Policy

CONTENTS

Keyfacts	2
Important Information	4
Haven Third Party Liability Policy Wording	6
Guide to making a claim	14
Know your boat	16
Notepad	18

POLICY SUMMARY

The following summary contains some important information about the Haven Third Party Liability Policy. It does not contain the full terms and conditions of your policy which can be found within the wording. You should review your insurance documentation regularly to ensure that the cover given is adequate.

About your Haven Third Party Liability Policy

This is a 12 month policy or as shown on your Certificate of Insurance which is underwritten by Amlin Syndicate 2001 at Lloyd's.

Important features and benefits

- Third party cover for personal injury and property damage which the insured is legally liable for (see clauses 1.1 to 1.1.3)
- Cover extends to include loss or injury the insured or owner suffers whilst the vessel is in charge by another person (see clause 3.8)
- Medical Costs and Personal Accident cover (see clause 4)

Important and unusual exclusions or limitations

- Wear and tear and mechanical breakdown excluded (see clauses 3.2.2 and 3.2.3)
- No liability cover whilst the vessel is racing or the vessel is in transit (see clauses 3.3 and 3.7)
- Swinging moorings must be inspected at least once every 12 months (see clause 2.5)
- Restrictions apply to vessels or boats where the maximum designed speed exceeds 17 knots (20 M.P.H) (see clause 3.6)

How do you make a claim on this policy?

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

- **by phone:** 01732 223610 (claims messaging service/helpline available outside office hours 9-5pm)
- **by fax:** 01732 871482
- **in writing** to us at: Haven Knox-Johnston, 11 Tower View, Kings Hill, West Malling, Kent ME19 4UY
- **by e-mail:** havenclaims@amlin.co.uk

Further information can be found in the 'Guide to making a claim' section of this booklet.

POLICY SUMMARY (CONT.)

How do you cancel this policy?

You may cancel your insurance by phoning or writing to us. Please see the cancellation section of the policy wording for full details of how to cancel your policy. This will also explain any deductions that maybe applicable.

You have the right to cancel your policy within 14 days of the inception date or the day policy documents were received and receive a full premium refund less any applicable deductions.

How do you complain to us?

We take great pride in the service we provide to you, however, if you are unhappy with the handling of your insurance please contact the General 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.co.uk.

If for any reason we are unable to resolve your complaint then you can refer it to Lloyd's and subsequently the UK Financial Ombudsman Service.

Are we covered by the Financial Services Compensation Scheme (FSCS)?

Marine types of insurance are not covered by the FSCS.

IMPORTANT INFORMATION

General

If you store the vessel for any period consider keeping the yacht in a purpose built cradle removing all sails, booms covers and dodgers so as to reduce the effects of wind resistance.

Please note it is up to you to ensure that all reasonable measures are taken to maintain your vessel and machinery.

Important Notice

Don't forget that you must advise us of any matter arising which may affect our assessment of your insurance. Examples include changes in condition, or use of the insured property, criminal charges or convictions of any person having an interest in the property, change in the mooring location or type of mooring for your vessel. If in doubt ask, failure to disclose fully and truthfully all relevant information may lead to the insurance being void.

Taxes

There maybe circumstances where taxes may be due that are not paid via Haven Knox-Johnston. 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 insurance wording and any communication throughout the duration of the contract will be in English.

Law and Jurisdiction

Unless specifically agreed to the contrary your insurance shall be subject to English law and the English courts shall have exclusive jurisdiction.

Data Protection Act

To consider your request for insurance cover or to administer subsequent dealings of your insurance we must process your personal data and where appropriate your 'sensitive' personal data and in doing so we will comply with the provisions of the Data Protection Act 1998. For these purposes the Data Controller is Amlin Underwriting Services Limited.

IMPORTANT INFORMATION (CONT.)

Insurance Administration

It may be necessary by law or to effect or administer your insurance to pass your information to a third party whereby we will ensure that anyone we pass your information to will treat it with the same level of protection as if it was dealt with ourselves.

If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us and for us to process their personal data and that you have told them.

Telephone Recording

For our joint protection telephone calls may be recorded and/or monitored.

Premiums and Claims

All premiums received and claims are handled on behalf of the insurer.

HAVEN THIRD PARTY LIABILITY POLICY WORDING

DEFINITIONS

The following words in bold text shall be deemed to have the meanings as given:

Insured means the individual(s), company or other entity named in the Certificate of Insurance or, a person in accordance with clause 1.1.4.

Insurer means Amlin Syndicate 2001 at Lloyd's.

Vessel means the insured vessel as specified in the Certificate of Insurance and is comprised of the hull, machinery, 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 in any circumstances.

Unseaworthiness means the Vessel is not reasonably fit in all respects to encounter the conditions that may reasonably be anticipated in respect of any use to which it is put on any navigable waterway.

Boats means any tender or other boat used in conjunction with the Vessel.

All other words shall be given their ordinary meaning.

1 COVER

THE COVER PROVIDED BY THIS INSURANCE IS SUBJECT TO ALL CONDITIONS AND EXCLUSIONS IN THIS POLICY WORDING AND THE CERTIFICATE OF INSURANCE.

- 1.1 The Insured is covered for their liability to third parties as shown. The Insurer shall indemnify the Insured only:
 - 1.1.1 in respect of all claims for personal injury and property damage which the Insured shall by reason of their interest in the Vessel become legally liable to pay and shall pay to any third party. The indemnity payable shall be limited to the amount specified in the Certificate of Insurance in respect of any one accident, or series of accidents arising out of the same event;
 - 1.1.2 in respect of the costs that the Insured is responsible for paying for removal of the wreck of the Vessel, provided that the cause of the loss of the Vessel is not an excluded cause;

HAVEN THIRD PARTY LIABILITY POLICY WORDING (CONT.)

- 1.1.3 in addition, when the liability of the Insured has been contested with the consent in writing of the Insurer, the Insurer will pay the legal costs which the Insured shall thereby incur or be compelled to pay; and
- 1.1.4 cover shall extend to any person navigating or in charge of the Vessel with the consent of the Insured. However, such cover shall not include any person operating, or employed by the operator of any ship yard, repair yard, slipway, marina, yacht club, sales agency, delivery contractor or similar organisation.

2 GEOGRAPHICAL LIMITS AND USE OF THE VESSEL THE FOLLOWING ARE CONDITIONS PRECEDENT TO INSURER'S LIABILITY. IN THE EVENT OF A BREACH NO CLAIMS WILL BE PAID AND NO REFUND OF PREMIUM WILL BE MADE.

- 2.1 The Insured is only covered whilst the Vessel is within the cruising range specified in the Certificate of Insurance.
- 2.2 The Insured is covered for single-handed sailing, but for a passage which might last 18 hours or more, the Insured is only covered for loss, damage, liability or expense while underway, provided they are accompanied by another person on-board throughout and each person is qualified or has experience appropriate for them to take charge of the Vessel.
- 2.3 The Vessel must not be used as a place of residence by anyone other than the Insured named in the Certificate of Insurance, their domestic partner or their children who otherwise permanently live with them, unless agreed by the Insurer in writing. In no event shall cover extend to any person resident under a commercial letting.
- 2.4 The Vessel must be used for private pleasure purposes only, and must not be let out on charter, hire or reward unless expressly agreed to by the Insurer and specified in the Certificate of Insurance.
- 2.5 If the Vessel is to be moored on a swinging mooring specified in the Certificate of Insurance, the swinging mooring must be suitable for the Vessel and inspected at least once every 12 months.

3 EXCLUSIONS

THIS CLAUSE IS PARAMOUNT AND APPLIES TO ALL THE AGREED USES OF THE VESSEL.

The Insured is not covered for any liability or expense:

- 3.1 caused by any act or omission of the person in charge of the Vessel if they were impaired following the consumption of alcohol or drugs;
- 3.2 arising from the Unseaworthiness of the Vessel, including where directly or indirectly arising from:
 - 3.2.1 lack of reasonable maintenance;
 - 3.2.2 wear and tear or gradual deterioration including corrosion or electrolysis; or
 - 3.2.3 mechanical breakdown.
- 3.3 while the Vessel is racing except where expressly agreed in writing by the Insurer and as specified in the Certificate of Insurance;
- 3.4 directly or indirectly caused by or contributed to or arising from:
 - 3.4.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - 3.4.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - 3.4.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
 - 3.4.4 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.
- 3.5 while the Vessel is underway unless the Insured or another person who is qualified or has experience appropriate for them to take charge of the Vessel is on-board and in charge of the Vessel;

HAVEN THIRD PARTY LIABILITY POLICY WORDING (CONT.)

- 3.6 In addition where the maximum designed speed of the vessel or other boats exceeds 17 knots (20 M.P.H.) no claim shall be allowed in respect of liability or expense:
- 3.6.1 arising from the Vessel or other Boat being left unattended off an exposed beach or shore, unless the Insured can see the Vessel at all times and can return to the Vessel within 15 minutes; or
 - 3.6.2 caused by or arising through fire or explosion on the Vessel or other Boat if equipped with inboard machinery, unless the Vessel or other 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.
- 3.7 while the Vessel is in transit;
- 3.8 to the Insured, any owner of the Vessel or any party with any other rights in the Vessel, except when any Insured or owner of the Vessel suffers loss or injury whilst the Vessel is in the charge of another person in accordance with clause 1.1.4;
- 3.9 to third parties admitted, accepted or agreed without the written consent of the Insurer;
- 3.10 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;
- 3.11 to any person if they or anyone else has paid for them to be on-board the Vessel, unless cover has been extended in accordance with clause 2.4;
- 3.12 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 the Insurer's liability shall be limited to the sum specified in the Certificate of Insurance for that purpose;
- 3.13 arising while the Vessel is being used for the towing of water toys, unless expressly agreed in writing, in which case the Insurer's liability shall be limited to the sum specified in the Certificate of Insurance for that purpose. It is a condition precedent to liability that:

HAVEN THIRD PARTY LIABILITY POLICY WORDING (CONT.)

- 3.13.1 water toys are of professional design and manufacture; and
- 3.13.2 water toys are operated exactly in accordance with the manufacturer's instructions regarding passengers (including size and weight) and speed of operation.
- 3.14 arising while the Vessel is used for or in connection with parascending;
- 3.15 for punitive or exemplary damages, however described or any costs resulting from criminal proceedings.

4 MEDICAL COSTS AND PERSONAL ACCIDENT

- 4.1 The Insurer will pay doctor's or surgeon's fees up to a maximum of £500 as a direct result of the Insured or the Insured's guests accidentally suffering an injury while on the Vessel.
- 4.2 The Insurer will pay compensation of £10,000 to anyone who has an accident on the Vessel, or while they are getting on or off the Vessel, which leads to:
 - 4.2.1 their death (in which case, the Insurer will make the payment to their estate);
 - 4.2.2 the loss of sight in one or both of their eyes;
 - 4.2.3 the loss of one or more of their arms or legs (including any part above the wrist or ankle);
 - 4.2.4 the permanent loss of the use of one or more of their hands, arms or legs; or
 - 4.2.5 them suffering an injury that makes them unable to work for a year, and after which time medical experts that the Insurer appoints advise them that the condition will not improve.
- 4.3 This insurance does not cover the injured person if:
 - 4.3.1 they did not have the Insured's permission to be on the Vessel;
 - 4.3.2 they are employed by the Insured or are being paid to be on the Vessel; or
 - 4.3.3 they or anyone else paid for them to be on the Vessel, unless cover has been extended in accordance with clause 2.4.
- 4.4. All other conditions and exclusions included elsewhere in this policy wording are also applicable to this section.

HAVEN THIRD PARTY LIABILITY POLICY WORDING (CONT.)

5 EXCESS AND DEDUCTIONS

The excess specified in the Certificate of Insurance shall be deducted from all claims.

6 CHANGE OF OWNERSHIP

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

7 CANCELLATION

7.1 The Insured may cancel this insurance for any reason at any time with immediate effect by telephone or in writing:

7.1.1 if the Insured cancels this insurance within 14 days of the inception date, or the day policy documents were received, any premium paid shall be returned, less £30 and in addition Insurance Premium Tax (or other equivalent tax) and any document fees as specified in the Certificate of Insurance which shall be retained as a reasonable estimation of the costs incurred by Haven Knox-Johnston in concluding the contract; or

7.1.2 if the insurance is cancelled after 14 days of inception, the Insurer shall return the premium paid less:

7.1.2.1 a proportionate amount for the period that the Insurer was on risk; and

7.1.2.2 the £30 and in addition Insurance Premium Tax (or other equivalent tax) and any document fees as specified in the Certificate of Insurance incurred by Haven Knox-Johnston in concluding the contract.

However, no return shall be made for any sum less than £10.

7.2 The Insurer may cancel this insurance at any time subject to 15 days written notice to the Insured or their broker. In which case the Insurer shall return the premium paid less a proportionate amount for the period that the Insurer was on risk.

7.3 This insurance may also be cancelled at any time by mutual agreement.

HAVEN THIRD PARTY LIABILITY POLICY WORDING (CONT.)

8 CLAIMS

- 8.1 The Insured must give notice to the Insurer of any occurrence which might give rise to a claim under this insurance as soon as reasonably practicable. In the event that notification is delayed and the Insurer's interests are prejudiced, the Insurer shall be entitled to decline the claim.
- 8.2 The Insured must ensure that all information provided to the Insurer when making a claim is true. If, by mistake, the Insured provides any information that is false it must be corrected immediately the error is identified. Should the Insured mislead the Insurer in any respect the claim will not be paid, the policy shall be void and no refund of premium will be made.
- 8.3 The Insurer may appoint a surveyor or any other person to assist in the investigation and handling of the claim who shall report to the Insurer. The Insured shall provide all reasonable assistance to such person including, but not limited to, access to the Vessel for inspection. In addition, the Insured shall provide all reasonable assistance to the Insurer and its representatives when investigating any matter giving rise to a claim or likely to give rise to a claim.
- 8.4 The Insurer has the option of appointing solicitors who shall represent the Insured in the defence of any Third Party claim covered by the terms of this insurance and in any event the Insurer shall direct the progress of such defence.
- 8.5 The Insurer shall have the right to settle any claim made against the Insured.
- 8.6 The Insurer shall have the right, but is under no obligation, to bring a claim or legal proceedings in the name of the Insured in order to recover any sums paid to the Insured, or other claimants. The Insured must provide all reasonable assistance in pursuing any such recovery from a third party.

9 LAW

The parties are free to choose the law applicable to this insurance contract prior to commencement of this policy. Unless specifically agreed to the contrary this insurance shall be subject to English law and the English courts shall have exclusive jurisdiction.

10 COMPLAINTS

Any complaint relating to the handling of this insurance or any 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 the Insured is dissatisfied with the handling of the complaint the Insured can at anytime refer the matter to Policyholder & Market Assistance. The address is: Lloyd's Market Services, 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 UK Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

GUIDE TO MAKING A CLAIM

Whilst no-one wishes to experience any loss or damage to their boat nor any liability to anyone else, accidents do happen. To provide you with peace of mind and a feeling of security concerning your boat, you have taken out insurance. At Haven Knox-Johnston we aim to give you that peace of mind and sense of security by providing an efficient and helpful claims service.

To ensure a claim runs smoothly we will need your assistance. We hope you will take the time to read this section as it contains some useful guidance and sets out some of your duties and responsibilities. It is important that you tell us everything you know about an incident that might give rise to a claim whether you think it is relevant or not, it might become important later.

HOW TO CONTACT US

Tel: 01732 223610 from the UK or +44 1732 223610 from abroad

Fax: 01732 871482

E-mail: havenclaims@amlin.co.uk

Our core office hours are 9 - 5 pm. Outside of these hours we provide a claims message service/helpline.

When loss or damage occurs act as if uninsured. This may seem unusual advice but it is most important that, in the event of any incident involving your vessel you must take all reasonable steps to minimize the loss:

- Enlist help (professional if necessary) if immediately required to safeguard/protect craft and equipment. Try to agree a realistic charge or fee if a tow is required before acceptance;
- If racing, protest the Third Party if they did not accept a penalty. Obtain witness statements;
- Obtain details of boat type/class/number/name/club and any witnesses details in addition to name and address, of helm and boat owner;
- Road Accidents - Obtain details of driver and insurer and any witnesses, or call the Police to the scene;
- If possible write down all the details and make a sketch of the site;
- If a Third Party wishes to hold you liable for damage (alleged to be your fault) provide them with your insurers details, your name, policy number, boat type/class and boat name/number;

GUIDE TO MAKING A CLAIM (CONT.)

- Do not make any admission of liability and do not make any offer of payment; and
- It is not necessary to disclose that you are insured (as with motor insurance). If you receive a claim from another party (the Third Party), acknowledge the correspondence and pass to us immediately.

While it does not necessarily follow that the costs of any such action will be fully covered by the terms of your insurance, it is in your own interest to take such action. Should you have any doubts as to what to do you should contact us immediately for advice and assistance. Your local marina may also be able to provide assistance.

PROCEDURE

It is very important that we are immediately informed of any event that may lead to a claim under your insurance. We will forward a claim form to you for completion as soon as we are told of the incident. This should be returned to us, fully completed, as soon as possible whether or not you intend to make a formal claim.

We may instruct a surveyor to inspect and/or investigate. Except in an emergency or to prevent further damage, repair instructions should not be given without prior agreement.

This claims information section is intended to provide some guidance should you have to submit a claim under your insurance. It does not form part of any policy wording or give any indication of acceptance of liability by the underwriters.

KNOW YOUR BOAT

We do not insist you give us a record of this information when you take out a policy, however, should you need to make a claim, we may ask for some or all of these details. We hope it will be helpful to you to keep a record of this information in one place.

HULL

Hull or Craft Identification Number: _____

Registration number: _____

Colour of hull: _____

Colour of deck: _____

Colour of superstructure: _____

Colour of antifouling (underwater): _____

Colour of trim: _____

Note: You should find the hull identification number on the transom (usually starboard side) otherwise search the interior, for example, on the dashboard or helm position.

ENGINE

Make of engine: _____

Model: _____

Serial number: _____

Gearbox or outdrive: _____

Make: _____

Serial No: _____

Transom shield serial number (if this applies): _____

Note: You should find your engine serial number on a plate on the swivel clamp of an outboard or on top of the engine on a sticker if it is inboard. Gearbox serial numbers are usually on a plate on the gearbox, while outdrive and transom shield numbers are marked on stickers, usually on the casing.

KNOW YOUR BOAT

TRAILER

Make of trailer: _____

Model: _____

2/4 wheel: _____

Colour of chassis: _____

Colour of mudguards: _____

Braked/unbraked: _____

EQUIPMENT

Make: _____

Model: _____

Serial No: _____

Make: _____

Model: _____

Serial No: _____

Make: _____

Model: _____

Serial No: _____

Make: _____

Model: _____

Serial No: _____

Make: _____

Model: _____

Serial No: _____

Please remember to keep this information up to date if anything changes.



Part of the Amlin Group

“We strive to be the very best at what we do to maintain our long standing reputation as a trusted authority in boat insurance. With the commitment of our people we aim to continually provide unprecedented levels of service to help keep our policyholders safe on the water”.

John Macaulay
Director

Haven Knox-Johnston

A trading name of Amlin Underwriting Services Limited
Authorised and regulated by the Financial Services Authority



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