

Porthcawl Insurance Consultants (UK) Ltd



Policy Summary of Cover for Jet Ski/Personal Water Craft

This document provides a **Summary of the cover available** for the Vessel and **highlights the main exclusions warranties terms conditions and limitations** applying to the Policy contract. This should be read in conjunction with the main Policy document.

The Policy is designed to offer specialist but simple cover for Jet Ski's and Jet Bikes underwritten by a market leading marine insurer. The Policy is broken down into the following sections, Introduction and Preamble, Definitions Incorporated into this Policy, Section 1. Loss or Damage to the Vessel Insured, Sections 2. Legal Liabilities, Section 3. General Policy Conditions and Exclusions, Section 4. Claims – Conditions and Procedures and Section 5 Complaints Procedures.

Please note that the policy is offered for a period not exceeding 12 months, additionally we do not offer short period policies. Cover under Sections 1 Loss of or Damage to Vessel and 2 Third Party Cover is set out below; Policy cover:

1. The Policy under Section 1. is an 'All Risks' cover this means that cover is provided only for accidental physical loss or damage sustained to the Insured Property including salvage charges and sue & labour charges.
2. In respect of 'latent' defects insurers will pay for the resultant damage following the action of a 'latent' defect, however unless the policy is otherwise endorsed the actual 'latently' defective part is excluded.
3. Further a 'latent' defect is one that is not discoverable by usual checks or by an expert eye, however once a defect has been discovered it is considered to be a 'Patent' defect this type of damage is not covered within the terms of the policy.
4. In respect of 'engines(s), machinery, electrical or electronic equipment' the cover provided is restricted to 'named perils' basis as specified in Section B – Exclusions 4. see exclusions section below.
5. The policy under Section 2. provides cover for Third Party Liability that you might incur. It is important to remember that the cover is against the Assureds negligence that may have to be demonstrated in court.
6. Therefore it is important not to accept or agree to any Liability without the written permission of this Company doing so might prejudice any claim you have under this Section of the policy (see page 3 of the Policy document.)
7. There is no cover under Section 2 for Employers Liability this includes a Skipper and or crew.
8. This policy is a "**Market Value**" settlement in event of a total loss of the vessel.

Please note the policy cover outlined above may be extended or restricted, it is essential to read this document with the policy certificate and policy wording.

Additional Covers under Section 3;

1. Medical expenses up to £250 per person or £675 any one event.

Section 3 of the Policy sets out General Policy, Conditions and Exclusions applying to the whole Policy contract; Law applicable to the contract:

1. This policy is subject to English Law and Practice and the exclusive Jurisdiction of English Courts, under EU regulations the parties to this contract are free to agree an alternative Law and Jurisdiction, however Underwriters will not agree to any alternative other than that offered.
2. As such the policy is subject to the Marine Insurance Act 1906.
3. The contract is based upon 'utmost good faith' where there has been a lack of 'utmost good faith' Porthcawl Insurance Consultants (UK) Ltd and or Underwriters may at their option treat the policy as being void 'ab initio' that is from inception.
4. Please note that the contract is based upon the details provided by the Assured and or agent at the time of initial quotation as per the submission and/or the completed insurance proposal form, where there is a material non-disclosure or a misrepresentation Porthcawl Insurance Consultants (UK) Ltd and or Underwriters may at their option treat the policy as being void 'ab initio' that is from inception.

Porthcawl Insurance Consultants (UK) Ltd



Warranties conditions limitations and exclusions applying to the policy:

The policy is subject to the following exclusions these should be noted specifically when considering this cover

1. A warranty is a promise by the Assured that they will undertake to either do something or not to do something, a breach of a warranty will allow us or Underwriters to avoid paying a claim under the policy and all policy cover ceases from the date of the breach.
2. The following conditions/warranties apply to the policy:
 - a. the Insured shall ensure that the Vessel is kept in a seaworthy condition at all times
 - b. The vessel is kept in a locked residential garage when "Not in use".
 - c. The Vessel is moored as set out in the quotation and in the policy certificate
 - d. The Vessel is laid up as set out in the quotation and in the policy certificate
 - e. The Vessel is not to navigate outside the navigation limits set out in the quotation and certificate
3. The following conditions apply to the policy a breach of a condition or failure to comply with a condition may allow us or Underwriters to avoid paying a claim under the policy:
 - a. The Assured shall use their best endeavours to avert and minimise any loss or damage
 - b. The policy excludes all loss or damage or liability or expense attributable to the wilful misconduct of the Assured
 - c. The Assured must not fraudulently or intentionally exaggerate any claim
 - d. The Assured shall not allow the vessel to be used for hire charter reward commercial or business use
 - e. The Assured shall not tow or allow the vessel insured to be towed except in an emergency
4. War, strikes and radioactive contamination are all specifically excluded from the policy cover
5. Cover for personal effects is subject to the condition of Average
6. The Policy is subject to an excess(s) as shown in the Quotation/Certificate/Renewal Invitation which are applicable to all Sections of the Policy.
7. The following theft provisions apply to the policy;

Theft of any gear or equipment (including tenders, outboard motors, personal effects and the like) unless in consequence of forcible entry into locked and secured, place of storage, Vessel, onboard storage locker(s) or forcible and violent removal from the exterior of the Vessel or theft of a trailer unless, it is immobilised by two independent methods including a wheel clamp and hitch lock or kept in a locked and secured building.

Basis for settlement for total loss of the vessel is based upon the market value of the vessel at the time of loss or the sum insured whichever is smaller

Section 4 of the Policy sets out the Claims – Conditions and Procedures

If you suffer a loss, damage or injury and need to make a claim under your policy, then you should contact us immediately in writing or by telephoning us at:

Porthcawl Insurance Consultants (UK) Limited
47 Mary Street
Porthcawl
Mid Glamorgan
UK
CF36 3YN
Telephone: 01656 784866
Facsimile: 01656 784872
Emergency Mobile No: (07976) 767630
E-mail: reception@porthcawl-insurance.co.uk

When reporting a claim you will need to supply us with the following information:

- Your name and policy number and insurance company
- The date of the incident that is giving rise to the claim
- The details of the incident
- The details of the damage, loss or injury that has occurred
- Where the vessel is currently located or moored
- Any other information that we may reasonably request

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Section 5 of the Policy sets out the **Complaints** applying, the Complaints procedure is set out below;

In the case of a **complaint** by you the Assured the complaints procedure is clearly set out in the Certificate and Policy, in summary it is repeated below;

- a. In the first instance refer your complaint to your insurance Agent or us.
- b. If the complaint is not resolved to your satisfaction then refer in writing to the Compliance Officer at Porthcawl Insurance Consultants (UK) Ltd who will review your complaint.
- c. Following this procedure you may then involve the Underwriter in the resolution of the complaint, their procedure is attached to the quotation and insurance certificate.
- d. Nothing in the procedure above amends or changes your rights at law.

Financial Services Compensation Scheme

The Assured should be entitled to compensation under the scheme in the event that Underwriters are unable to meet their obligations under the Policy, this stands at the first £2,000 in full and then 90% of the remainder.

Further information is available on www.fscs.org.uk or you may contact the FSCS on 0207 892 7300.

Option to cancel the Policy within 14 days

There is the option to cancel the policy if the Assured decides they do not wish to accept the cover within the first 14 days, subject to the Assured notifying Porthcawl Insurance Consultants (UK) Ltd within the 14 day period and returning the original Certificate and Policy documentation directly to the office of Porthcawl Insurance Consultants (UK) Ltd. In the event of the Assured taking this option a pro rata time on risk premium will be charged subject to a minimum retained amount up to £50 being kept by the Company on behalf of Underwriters, however there will be no return of premium where a total loss is paid within the terms and conditions of the policy.

Option to cancel the Policy outside of the above notified 14 day period

The Policy may be cancelled where the 14 day time limit has been exceeded by mutual agreement or by the Company at any time subject to 30 days notice to the Assured, the return of premium shall be made calculated on a full monthly rate starting the month after cancellation on the premium charged for the in commission and or laid up period, less the administration fee as stated within the certificate, subject to a minimum retained amount of up to £50 being kept by the Company on behalf of Underwriters. However there will be no return of premium made where a claim has been made or intimated under the terms and conditions of the policy.

Important Notes

Porthcawl Insurance Consultants (UK) Ltd have made a personal recommendation in respect of this quotation / Policy, we have based our quote and Policy cover on the information supplied to us. The extent of cover is set out in this summary, the Policy document and should be read in conjunction with the quotation / Certificate / Renewal invitation.

Policy Administration

Porthcawl Insurance Consultants (UK) Limited hold the Assureds details in accordance with the Data Protection Act 1998, in order to administer the Policy we may share personal data provide to the us with other business partners including overseas companies. If we do transfer your information, we make sure that it has the same level of protection that it has with us under all relevant legislation within the UK.

Please note some of the restrictions and limitations set out above are amendable please check the attaching quote for full details of the policy cover offered.



Porthcawl Insurance Consultants Limited

Specialist Marine Insurance Services

Telephone: (01656) 784866 Facsimile: (01656) 784872 E-Mail: reception@porthcawl-insurance.co.uk

Jet Ski Policy Wording

Introduction and Preamble

This policy is based upon the details submitted to and accepted by Porthcawl Insurance Consultants (UK) Limited and is subject to the payment of the policy premium.

Definitions Incorporated into this Policy

Insured

The person(s) or corporation or society or association named in the certificate and who have an insurable interest in the Vessel insured.

Agent

The company or person acting as the Insureds insurance adviser, intermediary and or broker.

Average

In the event that the Personal Effects covered by this Insurance shall at the time of loss be of greater value than the sum insured under the heading Personal Effects, then the Insured shall only be entitled to recover in the same proportion that the limit bears to the total value of the Personal Effects due to there being under insurance.

Certificate/Schedule

The page or pages attaching to and forming part of this policy which show; the Insured, Vessel, navigation limits, mooring location and type, laid up dates (as applicable) and policy endorsements which apply to the policy contract. Such certificate to be signed by an employee of the Company.

In Commission

The period when the Vessel is prepared and ready for the Insureds immediate use.

Laid up out of Commission

The period when the Vessel is not prepared and shall not be used by the Insured, except for the purpose of storing; ashore or on marina berth or whilst undertaking customary maintenance in preparation for the next season's use (in Commission.)

The Company

Porthcawl Insurance Consultants (UK) Limited acting on behalf of the Insurers as stated in the Certificate/Schedule who provide the security for this policy.

The Insurer

This policy is 100% underwritten by Allianz Global Corporate & Speciality SE

Excess/deduction

The first amount of any claim which is payable by the Insured. Insurers pay in excess of this amount.

Personal Effects

Personal possessions belonging to the Insured and or family and or passengers including sailing gear (wet weather and leisure wear) and equipment (binoculars, navigational aids, safety equipment, telescopes, etc.) that is not permanently kept onboard the Vessel, and would not be normally sold with the Vessel. Excluding perishable or consumable items of any nature, money, credit cards, jewellery, fishing gear or moorings.

Private and pleasure use only

Where the Vessel shall only be used by the Insured for pleasure purposes and shall not be used for any charter, hire, reward, commercial or business use, unless the Company agree otherwise in writing.

Sum Insured

The Market Value of the insured property, for the purpose of fixing the maximum amount payable in the event of accidental physical loss or damage covered herein.

Insured Property

As specified in the certificate; the Vessel, dinghy and or boat and or tender, liferaft, outboard motor(s), trailer and special equipment which would normally be sold with the Vessel, plus Personal Effects.

Vessel

Includes; hull, engines, machinery and connections, equipment, spars, sails and rigging.

Section 1. Loss or Damage to the Vessel Insured

A - Risks Covered

This policy will indemnify the Insured for accidental physical loss or damage sustained to the Insured Property, occurring during the period of the policy as per Section 3.D. including, salvage charges and or sue & labour charges.

Subject always to clauses B Exclusions, clauses C Sum Insured and Maximum Limit of Indemnity and Section 3. General Policy Conditions and Exclusions and Section 4. Claims - Conditions and procedures.

B - Exclusions

This policy will not indemnify the Insured for physical loss or damage sustained to the Insured Property in respect of;

1. or caused by; wear and tear, deterioration, maintenance, the ordinary action of wind and waves, negligence or breach of contract in respect of any repair or alteration work carried out for the account of the Insured.
2. loss of use, delay or depreciation.
3. defect or error in design or construction, alteration in design or loss or expenditure incurred solely in remedying a fault in design, a latent defect (consequential damage may be recoverable, subject to all other terms conditions and limitations set out in this policy.)
4. engine(s), machinery, electrical or electronic equipment unless the loss or damage is caused by the insured Vessel being; struck by lightning, immersed as a result of heavy weather or stranded, sunk, burnt, on fire, or in collision or contact with any external substance (ice included) other than water or following an accidental incursion of water into the Vessel.
5. the failure or malfunction of any piece of working equipment or machinery, whether electrical, electronic or mechanical due to failure to recognise the change of any date whatsoever.
6. theft of any gear or equipment (including tenders, outboard motors, personal effects and the like) unless in consequence of forcible entry into locked and secured, place of storage, Vessel, onboard storage locker(s) or forcible & violent removal from the exterior of the Vessel or theft of a trailer unless, it is immobilised by two independent methods including a wheel clamp and hitch lock or kept in locked and secured building.
7. scratching, denting, bruising or marring of paint whilst Vessel is in transit other than under own power on own bottom.
8. loss or damage to the Vessel if it; exceeds 9m in length overall whilst in transit by road sea rail or air conveyance, is not conveyed upon purpose built trailer or cradle, is not adequately packed and prepared for the transit undertaken, subject not outside the limits of the policy as set out in Section 3.G.
10. loss or damage whilst the Vessel is under going major repair and or alteration.
11. the Vessel whilst ;
 - a. being towed except where in distress or in need of urgent emergency assistance or as may be necessary to enter harbour or mooring location.
 - b. towing another vessel(s) except where such vessel(s) is/are in distress or need of urgent emergency assistance.
12. Un-repaired damage in the event of a subsequent total loss.



Jet Ski Policy Wording

C - Sum Insured and Maximum Limit of Indemnity

The maximum sum payable by Insurers under this section of the policy following accidental physical loss or damage suffered by the Insured Property arising from the same event will be as follows;

1. the reasonable cost of repairing or replacing the part lost or damaged up to but not exceeding the 'Sum Insured' in the Certificate/Schedule.
2. in respect of sue and labour charges an amount being equivalent to the reasonable costs which were incurred in minimising loss or damage covered under this policy up to but not exceeding the 'Sum insured' in the Certificate/Schedule.
3. in respect of Personal Effects the limit any one item is £500 (or currency equivalent) unless specifically declared to and accepted by underwriters in writing, but not exceeding the total amount stated in the Certificate/Schedule under the heading Personal Effects, where there has been under insurance an average adjustment may be applied.

Section 2. Legal Liabilities to Third Parties Arising from Ownership of the Insured Vessel

A - Risks Covered

This policy will indemnify the Insured for amounts that the Insured becomes legally liable to pay and shall pay arising from their interest and ownership of the insured Vessel following accidental loss, damage or injury occurring during the currency of the policy as per Section 3.D, including;

- legal costs which the Insured is compelled to pay in contesting liability or taking proceedings to limit liability subject to the Company's written approval, navigation by any other person subject to the Insureds agreement and permission benefit shall only pass to the person navigating or in charge of the Vessel at the written request of the Insured,
- removal of wreck expenses following loss or damage covered by Section 1. of the policy and removal of wreck expenses incurred in removing the wrecked Vessel from property owned by or leased by the Insured following loss or damage covered by Section 1. of the policy.
- Subject always to clauses B Exclusions, clauses C Maximum limit of indemnity and Section 3. General Policy Conditions and Exclusions, Section 4. Claims - Conditions and Procedures.

B - Exclusions

- The policy will not pay for liability or expense or cost arising from;
1. directly or indirectly under Workmen's Compensation or Employer's Liability Acts and any other Statutory or Common Law liability in respect of accidents or illness of workmen or any other persons employed in any capacity whatsoever by the Insured, or by any person to whom the protection of this policy is afforded by reason of the above provisions, in on or about or in connection with the insured Vessel or materials or repairs.
 2. the navigation of the Vessel by any person who operates or is employed by the operator of a shipyard, repair yard, marina, slipway, council, yacht or sailing club, sales agency or yacht broker or any other similar organisation, which is responsible for or has a duty of care for the Vessel or arising from any contractual agreement in respect of the Vessel insured by this policy.
 3. the liability to or incurred by any person engaged in aqua planing or riding on an inflatable or rigid recreational toy or paragliding or sky kiting of any nature whatsoever.
 4. or whilst the Vessel is in transit attached to or has broken away from or becomes accidentally detached from, a motor vehicle.
 5. or whilst the Vessel is being towed or undertaking a tow, except as may be customary to enter harbour or mooring location or to tow a vessel(s) which is/are in distress or in need of urgent emergency assistance.
 6. punitive or exemplary damages or fines of whatsoever nature howsoever described.

C - Maximum Limit of Indemnity

1. The liability of Insurers under this section of the policy, in respect of any one accident or series of accidents arising from the same event, shall not exceed the limit as stated in the certificate/Schedule.
2. Where the Insured has incurred legal costs under clause C.1 and where the Company have given written approval Insurers will also pay the legal costs which the Insured incurs or is compelled to pay up to the limits as stated in the Certificate/Schedule.
3. In respect of sue and labour charges Insurers will pay a sum being the reasonable costs which were incurred in minimising amounts payable herein, up to but not exceeding the limit as stated in the Certificate/Schedule.
4. If the amount recoverable under clause A exceeds the limit under clause C.1 then any legal costs incurred will only be recoverable in the same proportion that the limit bears to the total amount of the liability the Insured is due and compelled to pay.
5. Nothing in the provisions above shall increase Insurers Liability beyond the amount shown in the Certificate/Schedule for this Section of the policy.

Section 3. General Policy Conditions and Exclusions

A - Law and Jurisdiction Applicable

This contract will be governed by English law and practice and shall be subject to the exclusive jurisdiction of English courts.

B - Duty of the Insured, General Policy Exclusions

1. The Insured shall use their best endeavours to avert and minimise any loss or damage that may be covered by this policy.
2. This policy excludes all loss or damage or liability or expense or cost directly attributable to the wilful misconduct or gross negligence or illegal act of the Insured. Further all benefit under the policy shall be forfeited if any claim be in any respect fraudulent or intentionally exaggerated.
3. The Insured shall ensure that the Vessel is kept in a seaworthy condition at all times.
4. This policy excludes all loss or damage or liability or expense in respect of Vessels under 6m length overall which are moored unmanned afloat (excepting tenders of the main Vessel).
5. The Vessel shall have adequate and customary fire protection in the galley, engine and machinery room and tanks space, however where the Vessel is capable of exceeding 17Knots or 20Mph whilst under the power of its own engine(s) / machinery or has engines or machinery **exceeding 350Hp** in total the Vessel shall be fitted with a fire extinguishing system in the engine and machinery room and tank space, such system(s) to have controls and monitors or alarms at all helm positions on board the Vessel, the Assured shall maintain all fire extinguishers or systems or fire blankets in good working order and shall ensure that they are certified and in date at all times during the currency of the policy.
6. Where the Vessel is capable of exceeding 17Knots or 20Mph whilst under the power of its own engine(s) / machinery this policy will exclude loss or damage or liability arising whilst racing, undertaking speed trials or tests or whilst the Vessel is being navigated or is in the charge of a person who has less than 1 years experience with similar types of craft.

C - Policy Excess/deduction

The Insured shall be responsible for the sum or sums as specified in the Certificate/Schedule or policy in respect of each and every claim that is recoverable under this policy.

D - Policy Period and Premium Payment

This policy is a **Time Policy** which shall run from 00.01hrs Greenwich mean time on the date of inception shown on the Certificate for a period of 12 months and is subject to an annual premium, to be paid in full in one payment.



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Specialist Marine Insurance Services

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Jet Ski Policy Wording

E - Policy Cancellation

1. The policy shall be cancelled immediately where the premium has not been paid to the Company's Agent or the Company within 30 days of either the inception date or the anniversary date.
2. The policy shall be cancelled immediately if there is, any alteration to the Vessel where the risk of loss or damage or the value is increased, any change in the facts stated in the proposal form, however for any misrepresentation or non-disclosure of any material fact the policy will be cancelled 'Ab Initio.'
3. This policy may be cancelled subject to 30 days notice in writing by either party to the contract as follows, the Insured shall send written notice of cancellation to the Company. Where the Company wishes to cancel then notice of cancellation shall be in writing sent by post to the Insured at the address shown on the certificate.
4. The policy shall become cancelled immediately where there is a change of the main Vessel insured by this policy.
5. Return of premium shall only be made upon return to the Company of the original certificate and where there have been no claims made, known or advised for the current 12 month period, where premium is to be returned this shall be calculated as per the PIC Terms of Business with a minimum retained of £50, commencing the month following the date of cancellation.
6. The policy shall become cancelled immediately upon either assignment of interest or change of ownership or if a corporate Company a change of directors or if group of people a change of shareholders.

F - Usage

The Vessel is covered for **private and pleasure use only** under this policy, unless otherwise agreed in writing by the Company.

Section 3. General Policy Conditions and Exclusions continued

G - Navigation Limitations

The Vessel shall navigate within the limits specified in the certificate, however the Vessel will be held covered subject to an additional premium being paid, in the event of an emergency situation which leads to such limits being breached.

H – NOT In use Limitations

The Vessel shall be kept in a **locked residential garage at all time** when not in use, 'In Use' means any period the vessel is temporarily away from the normal place of storage (including whilst in transit) for the purpose of being used on water.

I - War and Strikes Exclusions

This policy excludes absolutely all loss or damage or liabilities or expenses arising from or caused by;

1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or hostile act by or against a belligerent power,
2. capture seizure arrest restraint or detention (piracy excepted), and the consequences thereof or any attempt thereat,
3. derelict mines torpedoes bombs or other derelict weapons of war
4. strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions,
5. any terrorist or any person acting from political motive,
6. any chemical, biological, bio-chemical or electromagnetic weapon,
7. the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system.

J – Extended Radioactive Contamination Exclusion Clause

This policy excludes absolutely all loss or damage or liability or expense directly or indirectly caused by or contributed to by or arising from;

1. ionising radiations from or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel,
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. any weapon of war employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter,
4. the radioactive, toxic, explosive or other hazardous or contaminating properties of radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

K - Any Other Insurance Condition and Exception

It is a condition precedent to Insurers liability under this contract that no claim shall be recoverable under this insurance where there is in place at the same time another insurance under which loss or damage, liability or expense described herein would be recoverable except for the existence of this insurance.

L - No Claims Bonus

Applicable to Vessels where the 'total Sum Insured' as stated in the certificate does not exceed £ 320,000 or currency equivalent. The Company at its discretion may allow the following discounts from the gross premium, subject to the vessel being in Commission for at least 3 months in each policy period;

- 12 months claims free - 5%,
- 24 months claims free - 10%,
- 36 months claims free - 15%,
- 48 months claims free – 20%,
- 60 months claims free – 25%

At the discretion of the Company it may honour no claims bonus achieved with other insurers and allow such no claims bonus to be used as though earned as set out above.

M – Medical Expenses

This policy gives cover for Doctor's or Surgeon's fees up to £250 per person or a maximum of £675 any one event, for attendance to the Insured or the Insureds passengers or guests, as the direct result of personal injuries caused by violent accidental external and visible means, sustained as a direct result of an accident involving the vessel which would be recoverable within the terms, conditions and limitations of this policy.

JKS – Jet Ski Claim Settlement Clause

The maximum amount payable by insurers for loss/ damage or theft of the vessel shall be the actual current "MARKET Value" of the jetski/jet bike at the time of loss or the sum insured shown in the certificate of Insurance, whichever is the smaller.



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Jet Ski Policy Wording

Section 4. Claims - Conditions and Procedures

A - Notice of Accidents and Quotations for Repairs

1. In the event of an accident whereby loss or damage or liability or expense may result in a claim under this policy the Insured must give prompt notice to the Company. In the event of loss or damage the Company may require a minimum of two quotations for incident related loss or damage and reserve the right on behalf of Insurers to accept and pay only an amount equivalent to the most economical quotation.
2. If notice is not given to the Company within 12 months of the actual date of or first knowledge of an incident that could give rise to a claim under this policy, Insurers will be automatically discharged from all liability.

B - Conduct in the Case of Third Party Liability Claims

1. No liability shall be admitted or legal expense incurred without the written consent of the Company, who shall be entitled, if it so desires to take over and conduct in the name of the Insured the handling of any action, or to prosecute any claim for indemnity or damages, or otherwise, against any third party.
2. The Insured undertakes to promptly send to the Company all claims, letters, summonses, writs and the like, relating to any accident addressed to the Insured or his agents sent by authorities or by third parties.

C - Reinstatement and or Replacing

1. The Company may at its option reasonably reinstate or replace any part of the insured property damaged or destroyed instead of paying the amount of loss or damage in money, notwithstanding that the former appearance and condition of the insured property may not be precisely restored.
2. If the Company elects to reinstate or replace, the Insured shall furnish to it when required all such information as may be deemed necessary or expedient for the purpose.
3. Settlement for a total loss will be based on the "Market Value" of the Jet Ski/Bike at the time of loss or the sum insured whichever is smaller.

Section 5. Complaints Procedures

If on any occasion our service falls below the standard you would expect us to meet, you should contact the Compliance Officer at Porthcawl Insurance Consultants (UK) Limited at;

Porthcawl Insurance Consultants (UK) Limited
47 Mary Street
Porthcawl, Mid Glamorgan
UK, CF36 3YN

Tel: 01656 784866
Fax: 01656 784872
E-Mail: reception@porthcawl-insurance.co.uk

If following contact with the above, you feel that you require further assistance then please write to either the Lloyd's Complaints Department or the Company as set out in the Certificate/Schedule attaching to this policy.

If the policy is in the name of a company, society, association or any name other than a private individual(s), then any complaint would fall outside the remit of the Insurance Ombudsman.

Jet Ski Endorsement

It is noted and agreed the policy to which this endorsement attached is amended as follows;

1. It is warranted;
 - a. the Jet ski is used for private and pleasure use only
 - b. a Dead Man's handle is used and fully operational at all times whilst the Jet ski is being used
 - c. no person under the age of 21 shall be allowed to use the Jet ski (unless agreed by PIC Ltd)
 - d. the Jet ski is not modified in any way so as to increase the power or speed of the Jet ski above the manufacturers original specifications
 - e. that the Jet ski shall only tow one water skier at any one time, where cover is extended to provide cover for the towing of toys it is warranted that the Jet ski shall not tow more than one toy at any one time and not more than two persons shall be on the toy at any one time
 - f. the Jet skis to be kept in locked and secured purpose built residential brick garage owned by the proposer/assured on immobilised trailer, the standard theft excess is £250 whilst kept in a locked garage, otherwise theft excess is 15% of the total sum insured
 - g. the Jet skis to be kept locked and secured to trailers and towing vehicle whilst in transit
 - h. the Jet ski is to be fitted with a Data-Tag for the period of the policy
 - i. the Jet ski is not to be left afloat unmanned at any time
 - j. the Jet ski is to be professionally built and maintained
2. The policy excludes loss or damage or liability arising from;
 - a. the ingestion of foreign substances into the mechanics of the Jet ski
 - b. the Jet ski being launched or beached
 - c. the use of the Jet ski for stunt or white water use
 - d. the use of the Jet ski for racing absolutely
3. The policy excludes cover for;
 - a. personal effects absolutely
 - b. any ancillary equipment not originally fitted to the Jet ski at time of original sale