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Porthcawl Insurance Consultants (UK) Limited PIC/Allianz Yacht & Motor Boat policy

Policy Summary of Cover

Issued -01/06/2008

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 Yachts and Motor Boats, Small Craft, Ribs & Sportsboats to suit a wide variety of uses. The Policy is broken down in to 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. Including transit risks for Vessels under 9m in length overall by road, sea, rail or air conveyance moved on purpose built trailer or cradle.
6. Including cover for singlehanded use for vessels up to 10.5m in length overall during day light hours only.
7. Deductions of a 1/3rd are made on spars, sails or rigging for yachts whilst racing.
8. 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.
9. 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.)
10. There is no cover under Section 2 for Employers Liability this includes a Skipper and or crew.

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 and the fully completed 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.

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 Policy excludes loss or damage to Vessels under 6m length overall which are moored afloat (unless agreed by PIC)
 - c. the Insured shall not allow the vessel to be used as a houseboat or residence
 - d. single-handed use on Vessels over 10.5m length overall is excluded
 - e. the Vessel is moored as set out in the quotation and in the policy certificate
 - f. the Vessel is laid up as set out in the quotation and in the policy certificate
 - g. the Vessel is not to navigate outside the navigation limits set out in the quotation and certificate
 - h. where the maximum design speed of the vessel exceed 17knots the Vessel with in board motors shall have automatic fire extinguishers fitted in the engine room and tank space with controls and alarms at all helm positions
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 there 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 (see page 4 of the Policy document.)
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.

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
43 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

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.
- 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 of £30 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 £30 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.