



## HAVEN KNOX-JOHNSTON

11 Tower View, Kings Hill, West Malling, Kent ME19 4UY

### Marine Insurance

#### Summary of Cover

*This information sheet contains important information about your marine insurance policy and contact details for claims, complaints and compensation. We recommend that you read this document 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 Amlin 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 registered with the 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: Haven Plan Insurance

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 over 23ft/7m in length being 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 at her home marina pontoon berth no excess will apply and you will not lose your no claims bonus (Clause 7)

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*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))
- Loss of or damage to sails whilst in use, if split by wind or blown away (5f)
- 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(l) to 5(p)

*Significant and unusual limitations are in Clause 9:*

- Unless the loss or damage occurred in your home 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:
  - Protective covers and sails (9b)
  - Outboard motors (9c)
  - Where a vessel is racing (9d)
  - Loss or damage to masts, spars, sails and rigging (9e) and
- Rights to repair or replace damaged insured property rather than a payment in money (9f)

### **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.

If you cancel within the 14 days then you will be entitled to a full return of premium.

If you do not cancel your insurance within that 14 day period, you will be bound by the terms of the insurance and will only be able to cancel your insurance by exercising any rights you might have in Clause 4 of your insurance wording. You will be entitled to a pro-rata return, subject to a minimum premium of £20 being retained.

To cancel your insurance you must write to your broker or Haven Knox-Johnston at the address shown above, enclosing the original certificate of insurance when giving your written notice.

## **Premiums**

All premiums received by Haven Knox-Johnston are held by us as agent of the insurer.

If, because of a mid-term amendment, the premium should increase by less than £20 we will not charge you any additional premium nor will we return any amounts under £20 if there is a return premium due.

## **Notification of Claims**

***Please note claims at Haven Knox-Johnston 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 01732 223610 or 01732 223611; or
- Telephone C Claims, after hours ie between 17:00 and 22:00 weekdays and 08:00 and 22:00 weekends and bank holidays, on 020 8502 6999; or
- Writing to us at our address:

**Haven Knox-Johnston  
11 Tower View  
Kings Hill  
West Malling  
Kent  
ME19 4UY**

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 the General Manager at the address shown above.

If you are dissatisfied with our handling of your complaint you can at any time refer the matter to Policyholder & Market Assistance. Their 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](mailto:complaints@lloyds.com)

Or you may ask the Financial Ombudsman Service to review your case without affecting your statutory rights.

## **Financial Services Compensation Scheme (FSCS)**

Marine types of insurance are not covered by the FSCS.

## **Law**

Unless some other law is agreed in writing, your insurance wording is governed by the laws of England.

## **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 maybe circumstances where taxes may be due that are not paid via Haven Knox-Johnston and therefore if this occurs it is the responsibility of the insured to ensure that these are paid direct to the appropriate regulatory 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 Amlin Syndicate 2001 at Lloyd's, One Lime Street, London EC3M 7HA to enable them to provide 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 Amlin Underwriting Services Limited.