

The EIS Sailplan Policy Summary of Cover

Summary of cover

This is a summary of the insurance provided for pleasure craft by Euromarine Insurance Services Ltd. Cover is underwritten by Underwriters at Lloyds through Groves, John & Westrup Limited who are a Lloyds Service Company and in matters of claims act upon behalf of the Watkins Syndicate. It does not contain the full policy terms and conditions.

You can find full details of the cover provided, including definitions, terms and conditions in the policy booklet. It is important that you read the policy booklet carefully when you receive it.

Name of the insurance undertaking

The insurer for all sections of this policy is underwritten by Lloyds through Groves John & Westrup Ltd. Registered address: Silkhouse Court, Tithebarn Street, Liverpool, L2 2QW.

Type of insurance and cover

Your EIS Sailplan policy is a multi-section insurance policy. It protects your vessel and your liability to other people, including passengers in your vessel. Your policy is an unvalued policy so that Insurers will only pay you the market value at the time of loss, but not exceeding the sum insured shown on the policy schedule. The policy will not insure the vessel on and above the price paid or an independent Surveyor's Valuation.

Sections 2 & 4 – Loss or Damage to the vessel – see Loss or Damage to the vessel section of policy booklet for details

Significant features and benefits

You are insured for

- Accidental loss or damage to your craft (and specified items).
- Theft of permanent fixtures of your vessel (as long as there is violent forcible entry or they are forcibly removed).
- Outboard motors dropping off or falling overboard (as long as they are secured to your vessel by a suitable safety chain or strap).
- Theft of other items that are not permanent fixtures of your vessel (as long as there is forcible entry to the vessel or place of storage).
- Towing your boat behind your car within the UK or Ireland behind a suitable vehicle.
- Damage to underwater machinery on your speedboats as per the limits specified on your quotation.
- Accidental loss or damage to your trailer including fire and theft (where specified to Insurers).

Significant or unusual exclusions or limitations

You are not insured for

- Theft of outboard motors unless they are secured to your boat with an anti-theft device, or stolen from a place of storage ashore.
- Theft of trailers unless they are secured with a wheel clamp.
- Wear and tear, natural decay or loss or damage to the vessel whilst undergoing major repairs or alterations (unless agreed by us).
- Loss of or damage to masts, spars and fittings, sails and standing or running rigging while you are racing your boat (unless agreed by us).
- Theft of or loss or damage to personal belongings, navigation equipment over the value of £500 (unless they are specified in your policy schedule).
- Loss or damage to motors, electrical machinery or batteries caused by mechanical or electrical breakdown or failure.
- The excess shown in your policy schedule

Please refer to Section 2 & 4 of the policy for full details of these exclusions.

Personal Watercraft Clauses

If your vessel is a Personal Watercraft the following warranties and terms will apply:-

SECURITY WHEN NOT IN USE

You warrant to us that when the vessel is not In Use it will be kept in a locked garage adjoining or forming part of a domestic dwelling and the vessel will be locked to the trailer which will be secured by a wheel clamp.

- **DRIVERS AGE**

You warrant to us that when the vessel is In Use on the water and unless we agree in writing to the contrary all drivers will be aged 21 years or over.

- **DRIVERS EXPERIENCE**

You warrant to us that when the vessel is underway all drivers will be experienced in handling vessels of the type and power insured.

- **PROHIBITED AREAS**

You warrant to us that you will not use the vessel in areas where Personal Watercraft are prohibited.

- **NOT LEFT AFLOAT WARRANTY**

You warrant to us that you will not leave the vessel afloat unmanned at any time.

- **DEAD MANS HANDLE OPERATION**

You warrant to us that if fitted to the vessel the dead mans handle will be in operation and used at all times when underway.

Principal Exclusions that apply:-

The Policy does not cover physical loss of or damage to the vessel caused by:

1. theft when not in use unless the vessel is locked to the trailer and the trailer is secured by a wheel clamp and is in a locked garage forming part of or adjoining a domestic dwelling and there is evidence of forcible and violent entry to or exit from such garage;
2. theft of the vessel when in use unless the vessel is either;
 - a. attended; or
 - b. locked to the trailer and the trailer is fitted with a wheel clamp; or
3. as a result of the ingestion of any foreign object or substance into the mechanics of the vessel;
4. during launching and/or beaching under power;
5. during stunt, surf racing and/or white water use.

The term 'in use' means any period during which the vessel is temporarily away from your home address or garage forming part of or adjoining a domestic dwelling where you keep the vessel as specified in the Schedule, including whilst in transit between the home address or garage and any place of use.

Section 3 Liabilities – see Liabilities Section of policy booklet for details

Significant features and benefits

You are insured as owner of your vessel for

- Death or bodily injury caused to passengers in your boat, or to other people.
- Damage you cause to any other vessel or property.
- Raising or attempted raising, removing or destroying the wreck of your boat, or if you fail to remove or destroy it.
- Other people to use your craft with your permission.

Your policy excess does not apply to claims under this section.

The maximum amount we will pay is shown in your policy schedule.

Significant or unusual exclusions or limitations

You are not insured for any liability arising from

- Anyone employed by you or employed by anyone using the vessel with your permission
- The Employers' Liability Acts or any other law relating to workmen.
- Fare paying passengers (unless we agree).
- Accidents while your boat is in transit by road or attached to a road vehicle (your motor insurers will insure this).
- Accidents while your craft is in transit by rail or ferry.
- Any person employed in the marine trade who uses your boat (see your policy booklet for a full list of these people).
- Towing or preparing to tow a person or object (except to save life or property).
- Divers.

- Water skiers (unless we agree).

Please refer to Section 2 of the policy for full details of these exclusions.

Section 5 Personal Accident – see policy booklet for details

Significant features and benefits

You are insured for accidental death or injury while you are on your craft or getting on or off it

- A benefit will be paid for death or loss of limb or sight or permanent total disablement.

This cover applies to you and your spouse or nominated additional assured.

Significant or unusual exclusions or limitations

You are not insured for death or disablement

- That happens more than 12 months after the date the injury was sustained.
- To anyone who is under 16 or over 70 at the time of the accident.
- If your craft is used for anything other than private pleasure purposes.
- Resulting from attempted suicide or wilful exposure to danger.
- Resulting from the influence of intoxicating liquor or drugs.

We will not pay compensation under more than one of the categories for the same accident.

The most we will pay in any one period of insurance is £20,000.

General Terms

You are insured for

- Emergency and salvage charges necessary to save your vessel from a loss.
- Legal costs resulting from government, local authority or coroners' inquests.

All sections

Significant or unusual exclusions or limitations

You must comply with the warranties and conditions of the policy explained in Sections 7 and 8. These include your duty to take reasonable steps to protect your insured property from loss or damage and keep your boat in a seaworthy condition.

You should also refer to the General policy exclusions in Section 6 of your policy booklet for details of exclusions that apply to all sections of your policy.

Policy period

Your policy will provide insurance for 12 months from when it starts.

Cancellation

You have 14 days to change your mind about this insurance. The 14 days starts from the day after the day you received your policy booklet or the day of purchase of the contract whichever is the later.

You will find full details of the conditions for cancelling your policy in the policy booklet.

The returns of premium are based on the gross premium, and do not include any administration charges. We will not refund any administration charges.

Claims

You must report any claims to Groves, John & Westrup Ltd through Euromarine Insurance Services Ltd immediately.

The telephone number is: 01843 603345; fax number: 01843 603346. The address is: **Euromarine House, Euromarine Insurance Services Ltd, 18 St Peters Park Road, Broadstairs, Kent, CT10 2BL.**

If you telephone, please make sure you have your policy number ready to quote. The office hours are between 9.00 am to 5.30 pm Monday to Friday (excluding Bank Holidays).

Upon notification of a claim we will send to you a claim form for completion and will at the same time provide specific advice and if necessary appoint an impartial surveyor. He will ascertain nature, cause and extent of damage and our consideration of your claim will be based on the advices of the surveyor taking into account information evidence provided by you.

Complaints

We hope you will be very happy with the service we give to you. If you are not satisfied we would like to hear from you. Please refer to your policy booklet for full details of our complaints procedure.

We take all complaints we receive seriously and will handle any complaint promptly and fairly. If you make a complaint, we will acknowledge it promptly, explain how we will handle it, tell you what you need to do and tell you how your complaint is progressing.

We are members of the Financial Ombudsman Service (FOS). If you have complained to us and we have not been able to resolve your complaint, you may be able to refer it to this body.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Groves, John & Westrup Limited, Silkhouse Court, Tithebarn Street, Liverpool, L2 2QW. Registered in England No. 3277391. Authorised and regulated by the Financial Services Authority.

Law and Jurisdiction Applicable to the Contract

The law applicable to this contract is subject to agreement between us and unless we have agreed otherwise the law applying to the contract is as follows:

If you are applying for insurance protection as a private individual, the law applicable to that part of the United Kingdom, Channel Island or Isle of Man in which you or the first named policy holder normally reside; or

If you are applying for insurance protection in your capacity as a sole trader or as a Company, the law applicable to that part of the United Kingdom, Channel Islands or Isle of Man in which you have your principle place of business; or

If the above does not apply, the Law of England and Wales.

You may bring proceedings at your option either in England and Wales, or the jurisdiction of your domicile, or in respect of liability where the harmful event took place if the law of that jurisdiction allows.

Premium

We charge a document fee which is shown in the quotation letter/renewal invitation. You are responsible to us for the amount of premium we charge you for your insurance including all fees, taxes, charges and expenses as shown on the attached quotation letter/renewal invitation.

Tax

Based on our understanding of current legislation, which could alter during the term of the contract, proceeds payable on death are usually free of all United Kingdom income and capital gains tax. Other taxes may be payable. You should consult your Financial Advisor for advice.

Language

The policy terms and conditions are only supplied in the English language and we will only communicate with you, unless we agree otherwise, in the English language.