



OAK
PART OF THE RSA GROUP

PRIVATE CLIENT
PLEASURE CRAFT
INSURANCE

POLICY

Arranged by Noble Marine Insurance and
underwritten by Royal & Sun Alliance Insurance plc

PLEASURE CRAFT INSURANCE YOUR INSURANCE POLICY

WELCOME TO YOUR PLEASURE CRAFT INSURANCE POLICY

We are pleased to welcome you as a Pleasure Craft policyholder and thank you for choosing to insure your pleasure craft with Oak. We aim to provide the best cover and claims service for all our policyholders to give you peace of mind.

This **policy** sets out clearly what is and what is not covered and, to assist you, any words with special meanings have been defined and are in **bold**. It is essential that you read your **policy**, the **schedule** and any **endorsements** that may be applicable very carefully. All these documents must be read together and any word or phrase which has been explained in this **policy** will have that meaning wherever it appears. If your **policy**, the **schedule** and any **endorsements** are incorrect in any way, please tell us immediately so that we can make the necessary changes.

We have done everything we can to make your insurance documents as straightforward as possible. This policy booklet gives useful advice on how to make a claim and what you can do if you are unhappy with our service. If you have any questions, please call your insurance adviser who arranged this cover for you.

On behalf of everyone at Oak we wish you and your family an incident free year with Oak Pleasure Craft.

PLEASURE CRAFT INSURANCE

IMPORTANT INFORMATION

THIS **POLICY** (AND THE **SCHEDULE** WHICH FORMS AN INTEGRAL PART OF THE **POLICY**) IS A LEGAL CONTRACT. IT NEEDS TO BE EXAMINED THOROUGHLY TO ENSURE IT MEETS THE **INSURED'S** REQUIREMENTS. IF IT DOES NOT MEET THE **INSURED'S** REQUIREMENTS THE INSURANCE ADVISER NEEDS TO BE CONTACTED WITHOUT UNDUE DELAY.

THE INFORMATION WHICH THE **INSURED** HAS PROVIDED TO THE **INSURER** HAS BEEN TAKEN INTO ACCOUNT IN THE ASSESSMENT AND ACCEPTANCE OF THIS INSURANCE. ANY SUBSEQUENT CHANGES TO THIS INFORMATION NEED TO BE NOTIFIED TO THE **INSURER** AS SOON AS POSSIBLE. FAILURE TO DO SO MAY INVALIDATE THE **POLICY** OR RESULT IN CERTAIN COVERS NOT OPERATING FULLY.

Royal & Sun Alliance Insurance plc (herein called the **insurers**) and the **insured** agree that:

The **policy**, the **schedule** (including any **schedule** issued in substitution) and any **endorsements** shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears.

The **insurers** will provide the insurance described in this **policy** subject to the terms and conditions for the **period of insurance** shown in the **schedule** and any subsequent period for which the **insured** shall pay and the **insurers** shall agree to accept the premium.

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PLEASURE CRAFT INSURANCE

DEFINITIONS

Words in the masculine include the feminine and vice versa. Words in the singular include the plural and vice versa.

Actual total loss	The subject matter of insurance is completely destroyed or the insured is irretrievably deprived of it.
Appropriation/requisition	Capture, seizure, arrest, restraint, detainment, confiscation, nationalisation, requisition or pre-emption and the consequences of, or any attempt at any of these.
Bodily injury	Bodily injury means sudden and accidental physical injury, excluding any sickness, disease or degenerative medical process.
Constructive total loss	The subject matter of the insurance is damaged to such an extent that the cost of effective repair or reinstatement would exceed the sum insured.
Cruising range	The waters, as defined in the schedule , in which the vessel will be used and policy cover will apply. Use of the vessel outside the cruising range shown in the schedule is only covered if specifically agreed by the insurer .
Due diligence	The duty of care expected from, and ordinarily exercised by, a prudent insured .
Endorsement	An amendment to the policy or to a condition of the policy which supplements or modifies its terms. It may be added when the policy is issued, or subsequently.
Excess	The amount shown on the schedule against each section for which the insured is responsible in respect of each and every claim arising out of any one event, except in the case of actual or constructive total loss , where the claim will be paid in full. If an incident produces a claim under more than one section of the policy , the highest excess will apply.
Fair costs	An amount which would be paid by a prudent insured . For example this would not include overtime and accelerated costs in order to reduce the repair time.
Inherent vice	A natural characteristic of a good or property which of itself is the cause of (or contributes to) its deterioration, damage, or wastage without the intervention of any fortuitous external cause.
Insured	The person or legal entity shown in the schedule who has a financial interest in the vessel .
Insured event	The happening of an event or series of events causing loss or damage covered by this insurance.
Insurers	Royal & Sun Alliance Insurance plc.
Latent defect	A defect which cannot be discovered by a person of competent skill using ordinary care.
Loss of limb	Permanent loss by separation of a hand at or above the wrist or a foot at or above the ankle and includes total and irrecoverable loss of use of the hand, arm or leg.
Machinery	The vessel's main or auxiliary engine(s), outboard motor(s) and generators together with all associated electrical equipment, piping, fittings, cables, shafts and propellers.
Malicious act	An intentional disregard of the rights or safety of others and the deliberate act or the deliberate failure to act where there is a risk of loss, damage or personal injury.
Period of insurance	The period shown on the schedule during which this insurance is in force.
Permanent disablement	Lasting for 12 consecutive months and being without any hope of improvement after such period.
Permitted user	Any person using or in control of the vessel with the insured's permission.

Personal effects	Property of a personal nature not normally sold with the vessel but excluding the following items: <ul style="list-style-type: none"> - Jewellery - Fur - Antiques and works of art - China, glass - Consumable stores - Documents, negotiable instruments, securities - Travellers cheques and currency - Collectible items such as coins and stamps.
Policy	This document which incorporates the schedule , any endorsements , the proposal form and any other information provided by the insured .
Proposal form	A means by which the insured advises the insurer of details of the risk to be insured.
Schedule	Part of a policy in which details specific to that particular policy are inserted.
Seaworthy/ seaworthiness	Fit to encounter the ordinary perils of the seas, rivers, lakes or other navigable waters, properly crewed, equipped, fuelled, provisioned and with all equipment in proper working order: Seaworthiness applies not only to the physical conditions of the hull but to all its parts, equipment and gear:
Tenders	Other craft used in connection with the operation of the vessel and permanently marked with the vessel's name or other significant markings.
Total disablement	Disablement preventing engagement in a person's usual occupation and where there is no prospect of recovery.
The vessel	The vessel named on the schedule including her machinery, electronics, gear and equipment as would normally be sold with the vessel .
Underwater gear	Rudder, strut, shaft and propeller.
Usage	The vessel insured herein will be used for private pleasure purposes only. Any other usage must be specifically agreed by insurers and will be shown on the schedule .
Wilful act	A deliberate act or the deliberate failure to act in circumstances where there is a risk of loss or damage.

PLEASURE CRAFT INSURANCE COVER

THE COVER

SECTION I – PHYSICAL LOSS OR DAMAGE

Subject to the terms and conditions of this **policy** the **vessel** and **tenders** insured herein are covered for private pleasure purposes only, unless otherwise shown on the **schedule**, up to the sum insured and whilst being used within the **cruising range** stated in the **schedule** against physical loss or damage caused by an accidental cause.

Accidental cause includes but is not limited to theft, negligence and **malicious acts** provided that the loss occurs during the **period of insurance**.

In case of a recoverable claim for physical loss or damage following an **insured event**, the amount payable by **insurers** will be determined as follows:

Actual and constructive total loss of the vessel

- i Up to the **vessel's** value stated in the **schedule**. The **excess** will not be applied in this case
- ii Where the **vessel** is lost or damaged within three years of completion of its manufacture **insurers** will pay for:
 - a A new **vessel** of the same make, model and specification OR
 - b if the **vessel** is no longer in production a new **vessel** of a similar model and specification costing up to 120% of the value shown on the **schedule**. This provision does not apply to outboard motors.

Partial loss or damage to the vessel

The cost of repairing the **vessel** or replacing any individual item(s) lost, damaged or stolen with a similar item and limited to the values shown on the **schedule**.

Claims in respect of the **actual** or **constructive total loss** of protective covers, sails, masts, spars, standing and running rigging, the age of which exceeds three years at the time of loss, shall be recoverable only to the extent of two-thirds of their new replacement cost.

The reduction in the market value of the **vessel** at the expiry of this **policy** due to damage covered by the **policy** remaining unrepaired. The amount payable shall not exceed the cost of repair based on estimates provided by mutually acceptable parties.

The **excess** will be applied as detailed in the **schedule**.

THE EXCLUSIONS

Insurers have no liability in respect of physical loss or damage under this section, arising from:

- 1.1 the failure to maintain the **vessel** in a **seaworthy** condition
- 1.2 the **wilful act** of the **insured**, a member of his family or any **permitted user**
- 1.3 the operation of the **vessel** by the **insured** or any **permitted user** whilst under the influence of alcohol or drugs other than drugs taken for a medical condition
- 1.4 wear, tear, gradual deterioration, **inherent vice**, frost, mould, fungi, marine life, electrical and mechanical derangement
- 1.5 **latent defect** of a part of the **vessel** or **tender** however the damage caused by the latently defective part is recoverable
- 1.6 fault or error in design and construction and any expense incurred in design or construction alterations
- 1.7 theft
 - i or unauthorised removal of the **vessel** by any **permitted user**
 - ii of outboard motor(s) unless secured, by an anti-theft device or unless following forcible entry into a locked compartment or locked place of storage
 - iii of gear and equipment unless following **actual** or **constructive total loss** of the **vessel** or following violent or forcible entry into a locked compartment or place of storage
 - iv of the trailer or the **vessel** whilst on the trailer unless the trailer is immobilised or fitted with a suitable anti-theft device
- 1.8 unrepaired damage, any failed repair, alteration, modification or maintenance work carried out on the **vessel**
- 1.9 scratching, denting, bruising of the **vessel** whilst in transit by road, rail or ferry.

Insurers have no liability in respect of physical loss or damage to the following:

- 1.10 the **vessel's** mooring or any part thereof with the exception of the mooring lines/warps, anchor and anchor chain
- 1.11 loss of or damage arising through or consequent upon the ordinary action of the wind and waves or natural decay
- 1.12 loss of or damage to the **vessel's** outboard motors through dropping off or falling overboard, unless secured to the **vessel** at the time of loss by a suitable safety chain or strap.

Where a **vessel** has a maximum designed speed in excess of 17 knots **insurers** have no liability in respect of physical loss or damage to the **vessel** or liability to third parties or any salvage services for claims caused by or arising from:

- 1.13 the **vessel** racing or taking part in any speed tests or time trials
- 1.14 fire or explosion on the **vessel** or **tenders** if fitted with inboard machinery, unless the engine room or engine space is fitted with a properly maintained automatic fire fighting system or with fire fighting equipment which is properly installed and maintained in working order in accordance with manufacturers and flag safety regulations.

Furthermore where a **vessel** has a maximum design speed in excess of 17 knots **insurers** will exclude claims in respect of the following:

- 1.15 craft less than 5 metres (16 feet 5 inches) in length, being swamped, stranded, sunk, or breaking adrift whilst moored afloat and with no responsible able bodied adult on board.

SECTION 2 – PERSONAL EFFECTS

Subject to the terms and conditions of this **policy**, this insurance covers **personal effects** belonging to the **insured** and the **insured's** family against theft, loss or damage whilst onboard the **vessel** and whilst being used in connection with the **vessel**. These items are also covered whilst in transit to and from the **insured's** place of residence to the **vessel**.

The amount recoverable under the **personal effects** section shall be limited to the amount stated in the **schedule**. Any single item valued in excess of £250 must be specifically declared and agreed by **insurers**, prior to the item being covered.

If at the time of loss the value of all **personal effects** exceeds the amount shown in the **schedule** the **insured** shall only be entitled to recover such proportion of the loss as the amount shown in the **schedule** bears to the total value of **personal effects**.

The **excess** will be applied as detailed in the **schedule**.

SECTION 3 – WAR, STRIKES, TERRORISM AND ASSOCIATED RISKS

Subject to the exclusions listed, **insurers** will insure the **vessel** for the sum insured indicated in the **schedule** against physical loss or damage caused by the following:

- 3.1 war; civil war; revolution, rebellion, insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 3.2 capture, seizure, arrest, restraint or detainment and the consequences thereof or any attempt thereat
- 3.3 derelict mines, torpedoes, bombs or other derelict weapons of war
- 3.4 strikers, locked out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 3.5 any terrorist or any person acting from a political motive
- 3.6 confiscation or **appropriation**.

Detainment

In the event of the **vessel** being subject of capture, seizure, arrest, restraint, detainment, confiscation or **appropriation** and the **insured** has been deprived of the **vessel** for a continuous period of 12 months and without the likelihood of recovery **insurers** will pay the **vessel** value as indicated in the **schedule**.

Insurers herein have no liability in respect of physical loss or damage to **personal effects** caused by the following:

- 2.1 wear, tear, gradual deterioration, **inherent vice**, frost, mould, fungi, marine life, electrical and mechanical derangement
- 2.2 **wilful act** or theft by the **insured**, a member of his family or any **permitted user**
- 2.3 loss of diving equipment, water-skis or fishing gear, unless as a result of **actual** or **constructive total loss** of the **vessel** or theft following violent or forcible entry into a locked compartment aboard the **vessel**.

Insurers have no liability under this section for loss or damage arising from the following:

- 3.7 any detonation of any weapon of war employing atomic or nuclear fission or fusion or other like reaction or radioactive force or matter
- 3.8 any outbreak of war between any of the following countries: United Kingdom, United States of America, France, The Russian Federation, the People's Republic of China
- 3.9 **requisition** or pre-emption
- 3.10 capture, seizure, arrest, restraint, detainment, confiscation or expropriation by or under the authority of the government or any public authority of the country in which the **vessel** is owned or registered
- 3.11 arrest, restraint, detainment, confiscation or expropriation under quarantine regulations or by reason of infringement of any customs or trading regulations
- 3.12 the operation of any ordinary judicial process, failure to provide security or to pay any fine or penalty or any financial cause
- 3.13 any claim for any sum recoverable under any other insurance on the **vessel** or which would be recoverable under such insurance but for the existence of this **policy**
- 3.14 any claim or expense arising from delay.

PLEASURE CRAFT INSURANCE COVER (continued)

Termination

Section 3 of the cover provided herein may be cancelled by either party by giving 7 days notice of cancellation. The cancellation becomes effective on the expiry of 7 days from midnight of the day on which notice of cancellation is issued by or to the **insurers**. Notice by either party should be by registered post to the **insured's** insurance advisor. **Insurers** however agree to reinstate Section 3 subject to prior agreement being reached as to the new rate of premium to be charged and conditions or warranties to be applied.

Whether or not such notice of cancellation has been given, Section 3 will automatically terminate in the event of any of the following:

- 3.15 hostile detonation of any weapon of war by any of the countries indicated in section 3.8, anywhere in the world
- 3.16 the outbreak of war between any of the countries indicated in section 3.8
- 3.17 the **requisition** of the **vessel** either for title or use.

SECTION 4 –

INSTITUTE EXTENDED RADIOACTIVE CONTAMINATION AND CYBER ATTACK EXCLUSION CLAUSES (CL 370/380)

The 'institute extended radioactive contamination exclusion clause (cl 370)' and the 'institute chemical, biological, bio-chemical, electromagnetic weapons and cyber attack exclusion clause (cl 380)' are incorporated in this **policy** and are detailed in full below:

Institute extended radioactive contamination exclusion clause (cl 370)

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

- ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- any weapon or device employing atomic or nuclear fission or fusion or other like reaction or radioactive force or matter
- the radioactive, toxic 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 other similar peaceful purposes
- any chemical, biological, bio-chemical, or electromagnetic weapon.

Institute chemical, biological, bio-chemical, electromagnetic weapons and cyber attack exclusion clause (cl 380)

Subject only to clause below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, the above clause shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch or guidance system or firing mechanism of any weapon or missile.

SECTION 5 – THIRD PARTY LIABILITY

This cover is applicable only if indicated in the **schedule**.

Subject to the terms and conditions of this **policy** **insurers** will indemnify the **insured** or any **permitted user** against claims arising from their legal liability for:

- 5.1 death or **bodily injury** to any person
- 5.2 loss of or damage to property not belonging to the **insured**
- 5.3 any action taken by the **insured** and any **permitted user** an attempt to avoid or reduce any insured liability
- 5.4 attempted or actual raising, removal and destruction of the wreck of the **vessel** or the **tenders**.

The maximum amount recoverable under this section is shown on the **schedule** and is limited to any one accident or series of accidents arising from the same event.

In addition to any claim for which coverage is provided under this section and with prior written consent and agreement **insurers** will pay:

- 5.5 the expenses incurred by the **insured** in relation to coroners inquests and official enquiries
- 5.6 the legal costs incurred in defending or pursuing any action following an event covered under this **policy** whether or not such action results in court proceedings.

SECTION 6 – PERSONAL ACCIDENT

Subject to the terms and conditions of this **policy**, whilst the **vessel** is used for private pleasure purposes, cover is extended to include **bodily injury** or death (as detailed in the indemnity schedule below) to the **insured** or to any person on board the **vessel** with the **insured's** permission including whilst embarking or disembarking.

In the event of a claim under Section 6 **insurers** may require the claimant or the person on whose behalf the claim is being made to agree to a medical examination by **insurer's** appointed medical experts.

Indemnity schedule

The limits any one occurrence for which **insurers** will be liable under this section are as follows:

Death	£20,000
Loss of one or more limbs	£20,000
Total loss of sight in one or both eyes	£20,000
Permanent or total disablement after 52 weeks	£20,000

Insurers have no liability in respect of the following:

- 5.7 any form of personal or **bodily injury** or death in respect of persons employed in any capacity by the **insured** in connection with the **vessel** or employed by any **permitted user**
- 5.8 accidents caused to or by waterskiers, whilst being towed or preparing to be towed by the insured **vessel** or **tenders** unless the **schedule** provides for such an extension
- 5.9 accidents caused by any person engaged in any form of diving activities
- 5.10 accidents caused to or by any person engaged in water-sport activities such as towing of bananas or rings, aquaplaning, kiting or any other airborne activities including whilst preparing to be towed
- 5.11 punitive, exemplary damages, fines or penalties imposed under any statutory code or law
- 5.12 any third party loss or damage caused during land, road, rail or ferry transit.

Insurers have no liability for:

- 6.1 any pre-existing illness or injury
- 6.2 pregnancy
- 6.3 death or disablement arising after 12 months from the date of the accident
- 6.4 **bodily injury** or death to any person aged 75 years or over at the time of the accident
- 6.5 an amount exceeding £100,000 in the aggregate in any one **period of insurance**
- 6.6 **bodily injury** or death to any person under a contract of employment with the **insured**
- 6.7 any suicide or attempted suicide
- 6.8 **bodily injury** or death to any **permitted user** whilst under the influence of alcohol or drugs other than drugs taken for a medical condition.

PLEASURE CRAFT INSURANCE COVER (continued)

SECTION 7 – MEDICAL EXPENSES

This **policy** covers the cost of medical, surgical, ambulance, hospital or other professional medical services, up to a limit of £5,000 or equivalent in any other currency, any one occurrence, where such are incurred following injury occurring during the **period of insurance** to the **insured** or to any person on board the **vessel** with the **insured's** permission including whilst on board, embarking or disembarking.

The **excess** will be applied as detailed in the **schedule**.

The injured person shall as soon as practicable furnish **insurers** with all information relating to the accident.

Insurers have no liability for:

- 7.1 any pre-existing illness or injury
- 7.2 pregnancy
- 7.3 any person under a contract of employment with the **insured**
- 7.4 any person whilst the **vessel** is used for purposes other than private pleasure
- 7.5 any suicide or attempted suicide
- 7.6 the **insured** or any **permitted user** whilst under the influence of alcohol or drugs other than drugs taken for a medical condition.

SECTION 8 – ADDITIONAL BENEFITS

Bottom inspection following a grounding

Subject to prior agreement **insurers** will pay costs for the inspection of the bottom of the **vessel** following a grounding incident even if no damage is found and without application of the **policy excess**.

Duty of the insured

In circumstances which are likely to cause physical loss or damage to the **vessel**, or otherwise to result in a claim under the **policy**, it is the duty of the **insured** and any **permitted user** to take such measures as may be necessary to avert or minimise such loss. Subject to the application of the **excess insurers** will reimburse the **insured** for any expense incurred in taking such measures up to but not exceeding the sum insured of the **vessel**.

No Claims Bonus (NCB) Clause

Where the **insured** has not made a claim in an expiring **period of insurance** he/she will be entitled to a NCB which will be deducted from the premium for the following **period of insurance**. This discount will be calculated at 5% of gross premium for each claim free year up to a maximum of 25%.

If only one claim is made during any **period of insurance** the bonus allowed will be:

NCB at last renewal	NCB at next renewal
5%	Nil
10%	Nil
15%	5%
20%	10%
25%	15%

If more than one claim is made in any **period of insurance** the NCB will be reduced to nil at next renewal.

If this **policy** applies to more than one **vessel**, the NCB will apply as if a separate **policy** had been issued for each **vessel**.

NCB is not transferrable from one person to another.

Protected No Claims Bonus

NCB will be unaffected at renewal by any claims made in the current **period of insurance** if:

- i the **insured** is entitled to the maximum NCB (25%)
AND
- ii the **schedule** indicates that NCB is protected.

Salvage

This **policy** covers salvage charges incurred in averting or minimising a loss recoverable under Section 1. It is a condition of this insurance that the **insured** shall not agree to compensation relating to salvage services without **insurers** prior consent. It is, however, agreed that the **insured** is permitted to take the necessary actions to preserve the property covered under this insurance.

Transits

The cover provided under Section 1 of this insurance is extended to cover the **vessel** whilst in transit by road, rail, ferry or air and during loading and unloading. However, for **vessels** with an overall length of 9 metres (29 feet 5 inches) or over, cover is limited to transits conducted by a professional haulier not exceeding 16.1 km (10 miles).

SECTION 9 – GENERAL CONDITIONS

These conditions apply to all sections of this **policy**.

1 Duties of the insured

It is a condition of this **policy** that the **insured** will take all steps to maintain the **vessel** in a proper state of repair and **seaworthiness** and take all steps to avert or minimise a loss. Failure to comply with this condition may prejudice a claim under the **policy**.

2 Facts omitted and misrepresented

This **policy** or any subsequent renewal may be deemed invalid if the **insured** or anyone acting on the **insured's** behalf has obtained cover through the omission or inaccuracy of any response provided in the **proposal form**. In the event that **insurers** avoid the **policy** a refund of premium may not be made.

3 Continuation

If the **vessel** is at sea or in distress or at a place of refuge at the time this insurance expires, **insurers** will automatically continue cover. Upon arrival at the next port of call the **insured** must notify **insurers** and make any necessary premium payments without any undue delay.

4 Capture and seizure of persons

This **policy** excludes loss, damage, ransom, expense or any other liability whatsoever arising from or connected to the capture, seizure, arrest, restraint, detainment, hijack or kidnap of the **insured**, **permitted users**, charterers, guests or any other persons.

5 Assignment or transfer of this insurance

This insurance is a contract between the **insured** and the **insurers** and is not assignable or transferable unless agreed in writing by **insurers** prior to any assignment or transfer taking place.

6 Contracts (Rights of Third Parties) Act 1999 Exclusion Clause

Neither this **policy** nor any document issued pursuant to this **policy** shall confer any benefits on any third parties. No third party may enforce any term of this **policy** or of any provision contained in any document issued under this **policy**. The Contracts (Rights of Third Parties) Act 1999 is hereby expressly excluded from this **policy**, including the **schedule** or any other document issued pursuant thereto.

This clause shall not affect the rights of the assured (as assignee or otherwise) or the rights of any loss payee.

PLEASURE CRAFT INSURANCE COVER (continued)

7 Contracts (Rights of Third Parties) Act

A person or company who is not a party to this **policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

8 Sale or transfer of ownership

It is hereby noted that if the **vessel** is sold or transferred to new ownership, unless agreed by **insurers**, this insurance is cancelled from the time of sale or transfer.

9 Return of premium

If the **vessel** is sold or transferred to new ownership, this **policy** shall be automatically cancelled from the time of sale or transfer and a pro-rata daily return of premium will be paid, subject to **insurers** retaining any minimum premium as detailed in the **schedule**. Where an additional premium (AP) has been charged for a specific voyage, or event or to include cover for racing risks, such premium shall be non-refundable.

If a claim is paid under this **policy** no return premium will be paid in respect of the unexpired period.

In the case of an extension to this **policy** which has not taken place the return premium for the extension will not be reimbursed unless **insurers** are advised of the non-occurrence of the event within 7 days of its intended commencement.

10 Policy cancellation

If having checked the **policy** the **insured** decides not to proceed with this insurance the **insured** has a statutory right (in UK) to cancel within 14 days starting on the date **policy** documentation is received by the **insured**. If the **insured** wishes to cancel the **policy** the **insured** should write to his yacht insurance advisor. **Insurers** will refund any premium paid except when a claim has already been made under the **policy**.

Beyond this 14 day period this insurance may be cancelled by either party at any time by giving a minimum of 30 days notice in writing or by mutual agreement.

11 Governing law

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of this insurance shall be governed and construed in accordance with English law.

12 Jurisdiction

If the **insured** is domiciled in a Member State of the EU bound by the provisions of Council Regulation EC No 44/2001, namely Belgium, Greece, Spain, France, Italy, Luxembourg, The Netherlands, The Czech Republic, Germany, Estonia, Ireland, Cyprus, Latvia, Lithuania, Hungary, Malta, Austria, Poland, Portugal, Slovenia, Slovakia, Finland, Sweden or the United Kingdom or in Gibraltar then, in the event of a dispute between the **insured** and the parties the **insured** must bring proceedings against the parties:

- In the courts of England and Wales
OR
- In the courts of the Member State of the EU where the **insured** is domiciled, or in Gibraltar if the **insured** is domiciled there
OR
- In respect of liability cover under this insurance, in the courts of the place where the event giving rise to the claim against the **insured** occurred
OR
- In respect of liability cover under this insurance in the courts in which the party pursuing a claim against the **insured** has brought proceedings against the **insured**, if the law of those courts permits us to be joined in such proceedings,
AND
- Parties may bring proceedings against the **insured** only in the courts of the Member State of the EU in which the **insured** is domiciled, or in Gibraltar if the **insured** is domiciled there.

If the **insured** is domiciled in a place other than those listed above then in the event of a dispute between the **insured** and the parties the **insured** may bring proceedings against parties only in the Courts of England and Wales and parties may bring proceedings against the **insured** only in the Courts of England and Wales which shall have exclusive jurisdiction to determine any such dispute.

SECTION 10 – CLAIMS AND ACCIDENTS: GENERAL CONDITIONS AND PROCEDURES

Notification of claims

In the event of any occurrence which may give rise to a claim under this **policy**, notice must be given to **insurers** in writing as soon as practicable with brief details of the incident along with names and addresses of witnesses and any third party claimants and potential claimants to Noble Marine, Clinton House, Lombard Street, Newark, Nottinghamshire, NG24 1XB or via the appointed broker.

As soon as practicable all claims, letters, summonses, writs or documents which are received from third parties need to be given to **insurers** unanswered, and the **insured** must provide any assistance and information required.

This may include any evidence that could be required by **insurers** concerning the cause and value of any claim. The following should be provided, however, this is not an exhaustive list of information which may be required:

- **insured's** name, address, and contact details
- policy number
- the date of the incident
- the cause of the loss or damage
- repair estimates if already obtained
- details of the loss or damage together with claim value if known
- police details where applicable including crime reference numbers
- names and addresses of any other parties involved or responsible for the incident
- details of any injuries sustained by anyone covered under the **policy** or any loss of or damage to property or injury suffered by any third party
- names and addresses of any witnesses.

This information will enable **insurers** to make an initial evaluation on **policy** liability and claim value. **Insurers** may however, request additional information depending upon circumstances and value which may include the following:

- original purchase receipts, invoices, instruction booklets or photographs
- purchase dates and location of lost or damaged property.

Sometimes **insurers** may wish to appoint their representative to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

Admission to third parties

No liability of any sort may be admitted and no undertaking given, nor should any offer, promise or payment be made or legal expenses incurred by the **insured** or any person onboard the **vessel** without **insurers** prior written consent.

Repair estimates and tenders

The **insured** must obtain **insurers** written consent, prior to selecting and authorising repairs. If requested alternative repair estimates must be obtained.

Other insurances

In the event of any claim arising under this **policy** which is also recoverable under any other policy **insurers** shall not be liable for more than their rateable proportion of such claim.

PLEASURE CRAFT INSURANCE

COMPLAINTS PROCEDURE

We, at Oak Underwriting, are proud of our commitment to a first class service and will provide assistance to ensure your needs are handled as smoothly as possible. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response.

If your complaint relates to your policy or a claim being made under the policy, which your insurance intermediary has not been able to resolve for you, please contact us as shown in your policy booklet.

We aim to resolve your concerns by the close of the next business day. Experience tells us that most difficulties can be sorted out within this time.

In the event that your concerns have not been resolved within this time, your complaint will be referred to our Customer Relations Manager who will arrange for an investigation on behalf of our Managing Director. The contact details are as follows:

Post:

The Customer Relations Manager

Oak Underwriting plc
Cromwell Park
Chipping Norton
Oxfordshire
OX7 5DF

E: customerservices@oak-underwriting.com

Our promise to you:

We will:

- acknowledge all complaints promptly
- investigate quickly and thoroughly
- keep you informed of progress
- do everything possible to resolve your complaint
- use the information from your complaint to proactively improve our service in the future.

Once we have reviewed your complaint we will aim to issue our final decision, in writing, within 10 working days of the date we received your complaint. If we are unable to fully respond within this time we will update you, in writing, within 8 weeks of the date we received your complaint.

If you are still unhappy after our review, or you have not received our offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints.

They can be contacted at:

Financial Ombudsman Service

Exchange Tower
Harbour Exchange Square
London
E14 9SR

T: **0800 023 4567** – free for people phoning from a 'fixed line' (for example, a landline at home)

0300 123 9123 – free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02

E: complaint.info@financial-ombudsman.org.uk

W: www.financial-ombudsman.org.uk

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

PLEASURE CRAFT INSURANCE

HOW WE USE YOUR INFORMATION

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance. You are giving your information to Oak Underwriting plc, which is a member of the RSA Group of companies (the Group).

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties. If you contact us electronically, we may collect your electronic information identifier, e.g. Internet Protocol (IP) address or telephone number supplied by your service provider. We may use and share your information with other members of the Group to help us and them

- assess financial and insurance risks
- recover debt
- prevent and detect crime
- develop our services, systems and relationships with you
- understand our customers' requirements
- develop and test products and services.

Calls to Oak Underwriting may be recorded and monitored.

We do not disclose your information to anyone outside the Group except

- where we have your permission
- where we are required
- permitted to do so by law
- to credit reference and fraud prevention agencies and other companies that provide a service to us, our partners or you
- where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone we pass it to, provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object, you will consent to that change. We will not keep your information for longer than is necessary.

Sensitive information

Some of the information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

Fraud prevention agencies

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example when

- checking details on applications for credit and credit related or other facilities
- recovering debt
- checking details on proposals and claims for all types of insurance
- checking details of job applicants and employees.

Please contact the Compliance Officer at the address below if you want to receive details of the relevant fraud prevention agencies. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Claims history

Insurers pass information to the Claims and Underwriting Exchange Register (CUE) run by Insurance Database Services Ltd (IDS Ltd). Under the conditions of your policy, you must tell us about any incident (such as a fire, water damage, theft or an accident) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to the registers.

PLEASURE CRAFT INSURANCE

HOW WE USE YOUR INFORMATION (continued)

How to contact us

On payment of a small fee, you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to:

The Compliance Officer
Oak Underwriting plc
Cromwell Park
Chipping Norton
Oxfordshire
OX7 5DF

OAK UNDERWRITING PLC

PART OF THE RSA GROUP

Cromwell Park Chipping Norton Oxfordshire OX7 5DF
T: 01608 648100 E: customerservices@oak-underwriting.com
www.oak-underwriting.co.uk

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