

Introduction

*This is your Sailplan Home Contents Insurance Policy.
It explains your insurance protection in detail.
Please read it carefully and keep it in a safe place.*

Your premium has been based upon the information shown in the policy schedule.

Please check your policy schedule to ensure the details we hold are correct.

If after reading your policy you have any questions please contact:

**EIS Ltd
Euromarine House
18 St Peters Park Road
Broadstairs
Kent
England
CT10 2BL**

If the protection provided by this policy does not meet your requirements you may return the policy to EIS Ltd within 14 days of receiving this policy. A refund of any premium paid will be made to you, provided you have not made a claim or are intending to make a claim.

Sailplan Home Contents Insurance – *simple and flexible*

Insuring your Home Contents can be complicated. It needn't be.

Sailplan Home Contents Insurance makes it simple.

The policy provides a high level of standard cover.

The Contents cover can be extended to include Wider Cover for Personal Possessions.

With the Sailplan Home Contents Insurance you only pay for the cover you need.

What's more – you can earn a discount of up to 10% off your Contents premium with our Popular No Claims Discount.

As an AVIVA Insurance Ltd Policyholder you will have the benefit of free use of our 24 hour Helpline providing emergency assistance, legal advice and immediate access to a large number of trades and services.

If you suffer loss or damage, please contact EIS Ltd as soon as possible.

If you need help outside normal office hours, call Helpline on 0800 555 333.

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The Contract of Insurance

Your Sailplan Home Contents Insurance policy document is made up of this booklet, the policy schedule, and any endorsements shown on your schedule (or on enclosed documentation referred to on your schedule).

Your Sailplan Home Contents Insurance policy is a contract between Aviva Insurance Ltd and you, the Policyholder. It is formed by your application form and this policy document.

We will insure you against loss, damage or legal liability for events which may happen during any period of insurance which you are covered for. This is based on the information you give us and the declaration you made in the application form. It also depends on the terms of the policy.

The policy document describes the property insured and sets out all the circumstances when you can make a claim. It tells you how we settle claims and the maximum amounts we will pay.

Insurance policies do not cover you against every loss. For example, you cannot claim if the only damage is wear and tear caused by normal everyday use. The policy document also explains the 'exclusions' – the things you are not covered for.

There are also certain conditions which you must meet. For example, you and members of your household must keep your property in a good state of repair and take all reasonable steps to prevent injury, loss or damage.

You must tell us about any changes which affect your policy and which have occurred either since the policy started or since the last renewal date. If you are not sure whether certain facts are relevant please contact EIS Ltd at the address given at the front of this booklet. If you don't tell us about relevant changes, your policy may not be valid or the policy may not cover you fully.

You should keep a written record (including copies of letters) of any information you give to us, or EIS Ltd, when you renew this policy.

**Underwritten by: Aviva Insurance Ltd
Registered Office: Pitheavlis, Perth, Scotland, PH2 0NH**

Authorised and Regulated by the Financial Services Authority

Definitions

Each time we use one of the words or phrases listed below, it will have the same meaning wherever it appears in *italics* in your policy.

Amount insured

The *amount insured* is shown on the *schedule*. Together with any necessary adjustments for index-linking, it is the maximum amount we will pay (depending on any special conditions shown in the policy booklet) for all claims which happen because of any one incident. This maximum amount is not reduced if *we* pay any claim.

The *amount insured* under your policy must be enough to replace the insured items according to the Claims Settlement Condition shown on page 11.

Business Property

Office furniture, furnishings and equipment (including computer equipment).

This does not include the following:

- 1 Mobile telephones (unless specified on your latest *schedule*)
- 2 Computer software.

Contents

All household goods and *personal possessions*, situated in your *home* including *high risk items* belonging to *your household* or which *your household* is legally responsible for.

This does not include the following:

- 1 *Motor vehicles*, caravans, trailers, boats, canoes, surfboards, sailboards, personal watercraft, hovercraft, aircraft, gliders and any parts and accessories whilst attached to or in any of these.
- 2 Living creatures.
- 3 Trees, bushes or plants of any kind (but not houseplants which *you* usually keep in *your home*).
- 4 Interior decorations.
- 5 Plans, drawings, securities, certificates or documents of any kind except those defined as *money*.
- 6 Any domestic appliance which is part of fitted units.
- 7 Data, information or computer programs which have been created by, or specifically for members of *your household*.
- 8 Property owned or used totally or partly for business purposes or connected with any employment (but not property defined as *business property*).
- 9 Property more specifically insured by this or any other policy.

Endorsement

A change to the terms of the policy.

If *you* have any *endorsements*, there will be reference numbers for them on your latest *schedule*.

Definitions continued

Excess – Paying part of a claim

An excess is an amount taken off your claim payment. This can be any of the following:

- 1 Policy Excess
Under the terms of your policy, *you* pay the first part of any claim for loss or damage to property insured under the policy. The amount of the *excess* will be shown on your latest *schedule*.
- 2 Voluntary Excess
This is the amount of each claim for loss or damage to property insured under your policy, which *you* have chosen to pay in return for a reduction in your premium. The amount *you* have chosen to pay will be shown on your latest *schedule*. This amount is on top of any other amount *you* may have to pay under the terms of your policy.

Exclusions

Something your policy does not cover *you* for.

High Risk Items

Personal effects you normally carry with you (but not clothing)

Televisions

Audio and video equipment

Computer equipment

Jewellery

Watches

Articles of gold, silver or other precious metals

Works of art

Stamp coin and medal collections

Money

Credit Cards

Photographic equipment

Portable musical instruments

Camping equipment

Portable sports equipment

Toys

Pedal cycles

Furs

Funs and firearms

Home

Your *vessel* which is situated at the address shown on the schedule and which is used only for private domestic purposes.

Index-linked

The *amounts insured* will be *index-linked*. This means that the *amounts insured* for *Contents* are linked to the Retail Price Index. We will automatically adjust the *amounts insured* each month in line with increases in this index. However, if the index falls we will not reduce the *amounts insured* in line with the fall. The annual rate of increase in this index will be shown on your latest *schedule*.

Note: Specific limits included in the policy booklet will not be *index-linked*.

Definitions *continued*

Money

Personal *money you* have for private reasons in the following forms:

- 1 Current coin or banknotes, bankers' drafts, cheques and travellers' cheques.
- 2 Postal or money orders and current postage stamps.
- 3 National Savings stamps or certificates and Premium Bonds.
- 4 Luncheon vouchers, current travel tickets or other tickets with a fixed value, and gift tokens.
- 5 Trading stamps.
- 6 Stamps for paying your TV licence, gas, electricity or other bills.

Motor vehicle

Any electrical or mechanical power-driven or power-assisted vehicle (including toys or models).
However, this does not include –

- a) any electrical or mechanical power-driven or power-assisted wheelchairs
- b) any electrical or mechanical power-driven or power-assisted toys, models, golf trolleys or garden machinery which are controlled by someone on foot.
- c) Any battery-operated toys or models which are designed for use by children under ten years of age.

Period of insurance

Any effective period which *we* have accepted your premium for, as shown on your latest *schedule*.

Personal Possessions

Clothing and personal effects; jewellery; watches; money; credit cards; photographic equipment; binoculars; cellular phones; musical instruments; sports equipment; camping equipment; luggage; toys; radios, televisions and computer equipment designed to be portable; pedal cycles.

Specified Item

Any item listed on your latest *schedule*

The Schedule

The *schedule* is part of this policy. Whenever there is a change in the terms of your insurance contract, *you* will be given a fresh *schedule*. The *schedule* gives details of the *policyholder*, the *period of insurance*, the property insured, the *amounts insured*, any *endorsements*, the insured address and the amount of any *excesses* which *you* will have to pay.

Unfurnished

This is when the *vessel* is not furnished well enough for anyone to live in. It must be in this condition for more than 30 consecutive days.

Definitions *continued*

United Kingdom

Great Britain (England, Scotland, Wales, the Isle of Man, the Channel Islands) and Northern Ireland.

Unoccupied

This is when the *vessel* is not lived in by *you* or any member of *your household* for more than 30 consecutive days.

Value

The amount of money *you* would have received by selling the article or the Property immediately prior to the loss or damage occurring. This amount would be based on the second hand value of the item at the time; and not the replacement cost as new.

Vessel

The private *vessel* as detailed and named on the schedule for the separate Sailplan policy held with Aviva. This includes the hull and machinery, gear, sails, masts, spares and rigging and items which would normally be sold with the *vessel* if it changed hands; and any items of permanent mooring including gangplanks used solely in connection with the *vessel*.

We/Us/Our/Aviva Insurance Aviva Insurance Ltd

You – the policyholder

The person or people shown on the *schedule* under 'Name of Policyholder'

Your Household

- (a) *You*,
- (b) Any member of your family living permanently with *you*

Contents Insurance

Important

You are covered by the insurance provided under the policy during the *period of insurance*. However, this depends on the limits and Special *Exclusions* shown, the General *Exclusions* (see page 26) and the General Conditions (see page 27).

Claims Settlement Basis – Full New For Old Cover

Your Claims Settlement Basis is Full New for Old Cover and we will settle your claims as follows:

If your *contents* are lost or damaged in any of the circumstances explained in the appropriate section of your policy, *we* can choose to:

- 1 pay the cost of repairs; or
- 2 arrange for repairs; or
- 3 pay the cost, to *us*, of an equivalent replacement; or
- 4 give *you* an equivalent replacement; or
- 5 pay *you* cash based on the cost of repairs; or
- 6 pay *you* cash based on the cost, to *us*, of an equivalent replacement, with an amount taken off for wear and tear if *you* are claiming for clothing and linen; or if *you* choose not to replace any item which is totally lost or damaged, *we* can choose to
- 7 pay *you* the *value* of the item at the time of loss or damage.

If at the time of loss or damage, the *amount insured* for *contents* is less than the cost of replacing them as new, *we* will only pay the following fraction of any claim that *we* accept.

Amount insured

Total replacement cost

For example, if the *amount insured* is only three quarters of the total replacement cost, *we* will only pay three quarters of the claim.

We will not pay for the cost of altering or replacing any items or parts of items which are not lost or damaged and which form part of a set, suite or other article of the same type, colour or design.

Contents Insurance *continued*

No Claims Discount

If *you* do not make a claim under Section 1 of this policy, *you* will be entitled to a discount of the premium for the following *period of insurance*, as set out in the scale shown below.

After 1 year claim free	- 5%
After 2 or more years claim free	- 10%

If you do make a claim under Section 1 of this policy, your No Claims Discount will be amended as follows:

From 10% to 5%. From 5% to Nil.

If you make more than one claim under Section 1 of this policy during any one period of insurance, you will lose any No Claims Discount you may have been entitled to. However, after a further claim free year, you will be entitled to a discount as set out in the scale shown above.

Section 1

Insurance for Contents

We will settle your claim as explained in the Claims Settlement described on Page 11 if your *contents* are lost or damaged whilst in your home. *You* are insured if this loss or damage is caused by any of the following:

Special Exclusions

(See also *General Exclusions* on Page 26)

- 1 Fire
 - (a) The combined amount of any *excesses* which apply.
 - (b) Loss or damage if your *home* is *unfurnished* and unoccupied.

- 2 Explosion
 - (a) The combined amount of any *excesses* which apply.
 - (b) Loss or damage if your *home* is *unfurnished* and *unoccupied*. See page 23.

- 3 Smoke
 - (a) The combined amount of any *excesses* which apply.
 - (b) Loss or damage if your *home* is *unfurnished* and *unoccupied*. See 23.
 - (c) Loss or damage caused by agricultural or industrial work.
 - (d) Loss or damage caused by any gradually operating cause.

- 4 Lightning and thunderbolt

The combined amount of any *excesses* which apply.

- 5 Earthquake

The combined amount of any *excesses* which apply.

- 6 Theft or attempted theft
 - (a) The combined amount of any *excesses* which apply.
 - (b) Loss or damage if your *home* is *unfurnished* or *unoccupied*. See page 23.
 - (c) Loss or damage which happens whilst your *home*, or any part of it, is lent, let or sublet. However, *you* are covered if there is forcible and violent entry into your *home*.
 - (d) Loss or damage caused by deception unless this was only used to gain access to your *home*.
 - (e) Loss or damage deliberately caused by *you*, *your household*, paying guests or tenants.

- 7 Riot, civil commotion, labour and political disturbances, vandalism and acts of malicious people.
 - (a) The combined amount of any *excesses* which apply.
 - (b) Loss or damage if your *home* is *unfurnished* or *unoccupied*. See page 23.
 - (c) Loss or damage deliberately caused by *your household*, paying guests or tenants.

Contents Insurance *continued*

- | | | |
|----|---|--|
| 8 | Water escaping from any fixed water or heating installation, washing machine, refrigerator, freezer, water bed or fish tank | (a) The combined amount of any <i>excesses</i> which apply.
(b) Loss or damage if your <i>home</i> is <i>unfurnished</i> or <i>unoccupied</i> . See page 23.
(c) Loss or damage caused by any gradually operating cause. |
| 9 | Heating fuel leaking from any fixed heating installation, pipes or equipment | (a) The combined amount of any <i>excesses</i> which apply.
(b) Loss or damage if your <i>home</i> is <i>unfurnished</i> or <i>unoccupied</i> . See page 23.
(c) Loss or damage caused by any gradually operating cause. |
| 10 | Storm or flood, sinking or stranding | (a) The combined amount of any <i>excesses</i> which apply.
(b) Loss or damage caused by frost.
(c) <ul style="list-style-type: none">• any gradually operating cause• any changes in the water table level |
| 11 | Falling trees | The combined amount of any <i>excesses</i> which apply. |
| 12 | Subsidence, heave or landslip | (a) The combined amount of any <i>excesses</i> which apply.
(b) Loss or damage caused by any changes in the water table level. |
| 13 | Impact by any vehicle, train, vessel, watercraft or animal | (a) The combined amount of any <i>excesses</i> which apply.
(b) Loss or damage caused by insects, birds or domestic pets. |
| 14 | Aircraft and other airborne devices or articles dropped from them | The combined amount of any <i>excesses</i> which apply. |
| 15 | Breakage or collapse of television, radio and satellite dish aerials, aerial fittings and masts | The combined amount of any <i>excesses</i> which apply. |

Contents Insurance *continued*

The most we will pay under this Section

- 1 For *contents* –we will pay up to the *amount insured* as shown on your latest *schedule* for *contents*, depending on the specific limits explained below.
- 2 For *high risk items* – we will pay up to the limit as shown on your latest schedule for *high risk items*. For any single item not specified on your latest schedule – we will pay up to £1,000.
- 3 For *business property* – we will pay up to £7,500. Included in this figure is an amount up to £5,000 for computer equipment used in connection with your business.
- 4 For any single item of *personal possessions* excluding pedal cycles and *money*) – we will pay up to the limit as shown on your latest *schedule* for *personal possessions*. For any single item (excluding pedal cycles and *money*) not specified on your latest *schedule* we will pay up to £1,000.
- 5 For any one pedal cycle – we will pay up to £200 (unless a different amount is specified on your *schedule*).
- 6 For *money* we will pay up to £300.

Note

The most we will pay under this section in respect of *contents* and *high risk items* as explained in paragraphs 1 and 2 above is increased by 10% for the period 1st December to 31st December each year and for one month before and one month after the wedding day of you or any member of your family living permanently with you.

Contents Insurance *continued*

Section 2

Insurance for contents which are on deck or outside but still within the boundaries of your home

We will settle your claim, as explained in the Claims Settlement described on page 11 if your *contents* are lost or damaged whilst on deck or outside but still within the boundaries of your *home*. This loss or damage must be caused by any of the circumstances listed in Section 1 and be accompanied by theft of the entire *vessel*.

Special Exclusions

(See also General *Exclusions* on Page 26.)

- 1 Loss of or damage to *money*.
- 2 Loss or damage during removals.
- 3 Loss or damage which is not accompanied by theft of the entire *vessel*.
- 4 Any Special *Exclusion* listed in Section 1.

The most we will pay under this Section

This is £300.

Section 3

Insurance for contents temporarily away from home

We will settle your claim, as explained in the Claims Settlement described on page 11 if your *contents* are lost or damaged whilst temporarily away from your *home*. They must still be in the *United Kingdom*, the Republic of Ireland or Europe and the loss or damage must be caused by any of the circumstances listed in Section 1.

Special Exclusions

(See also General *Exclusions* on Page 26).

Loss or damage.

- 1 caused by storm or flood to any item not in a building or vessel;
- 2 caused by theft or attempted theft. However *you* are insured for loss or damage caused by theft or attempted theft from any building or vessel if this involved forcible and violent entry;
- 3 caused by incidents resulting from riot, civil commotion, labour and political disturbances, vandalism and acts of malicious people (if these happen outside the *United Kingdom*);
- 4 to *money*;
- 5 during removals;
- 6 whilst in a furniture store, salesroom or exhibition;
- 7 any Special *Exclusion* listed in Section 1.

The most we will pay under this Section.

- (a) in total we will pay up to 15% of the *amount insured* as shown on your latest *schedule for contents*.
- (b) for any single item, we will pay up to the amount stated for any single item under Section 1.
- (c) for items which are in the possession of any member of your family who normally lives permanently with you whilst that person is attending any university or college (anywhere in the United Kingdom, Republic of Ireland or Europe) – we will pay up to £1,000.

Contents Insurance *continued*

Section 4

Insurance for home entertainment equipment (television, video, audio and home computer equipment).

We will settle your claim, as explained in the Claims Settlement described on page 11 if your home entertainment equipment is accidentally damaged whilst it is in your *home*.

Special Exclusions

(See also General *Exclusions* on Page 26).

- 1 The combined amount of any *excesses* which apply.
- 2 The cost of replacing or repairing electrical or mechanical equipment that has broken down or been misused.
- 3 Damage caused by:
 - (a) vermin, insects, mildew;
 - (b) any process of cleaning, repair or alteration;
 - (c) any gradually operating cause.
- 4 Damage which is insured elsewhere in this policy.
- 5 Damage whilst your *home* or any part of it is lent, let or sublet.
- 6 Damage if your *home* is *unfurnished* or *unoccupied*.
- 7 Damage to:
 - (a) any item designed to be portable (this does not include home computers and televisions);
 - (b) tapes, cassettes, disks or record discs of any kind to do with home entertainment equipment (this does not include any data, information or computer programmes which have been created by, or specifically for members of *your household*);
 - (c) any items which do not belong to *your household* and which *your household* is not legally responsible for;
 - (d) any item owned or used either totally or partly for business purposes or connected with any employment (except property defined as *business property*).
 - (e) any fragile item which is damaged whilst the *vessel* is not securely moored.

The most we will pay under this section.

We will pay up to 50% of the limit as shown on your latest *schedule* for *high risk items*.

Section 5

Insurance for locks and keys

We will pay the cost of replacing locks and keys for outside doors in your *home* if the keys of these locks have been stolen.

No Special Exclusions

(But see General *Exclusions* on Page 26).

The most we will pay under this section

This is £500.

Contents Insurance *continued*

Section 6

Insurance for freezer and refrigerator contents

We will settle your claim as explained in the Claims Settlement described on page 11 if the contents of your freezer or refrigerator are spoiled by:

- 1 the accidental failure of the freezing unit.
- 2 fumes from your freezer or refrigerator;
- 3 accidental failure of the electricity or gas supply not caused by the deliberate act of the supply authority.

Special Exclusions

(See also General *Exclusions* on page 26).

- 1 The combined amount of any *excesses* which apply.
- 2 Loss or damage caused by:
 - (a) vermin, insects (unless they cause failure of the freezing unit or the electricity or gas supply), or mildew;
 - (b) any process of cleaning, repair or alteration.
- 3 Loss or damage to:
 - (a) the contents of freezers or refrigerators not situated in your *home*;
 - (b) any item held totally or partly for business purposes or in connection with any employment.

The most we will pay under this section

This is £200.

Section 7

Insurance for mirrors and glass

We will settle your claim as explained in the Claims Settlement described on page 11 if your mirrors, glass tops, ceramic hobs and fixed glass in furniture are accidentally broken

Special Exclusions

(See also General *Exclusions* on page 26).

- 1 The combined amount of any *excesses* which apply.
- 2 Loss or damage which occurs whilst the *vessel* is not securely moored.

The most we will pay under this section

We will pay up to the *amount insured* as shown on your latest schedule for *contents*.

Contents Insurance *continued*

Section 8

Insurance for Domestic heating oil

We will pay the cost of replacing any oil from any domestic heating installation if it is lost as a direct result of accidental damage to any part of the heating installation itself.

Special Exclusions

(See also General *Exclusions* on page 26).

- 1 The combined amount of any *excesses* which apply.
- 2 Loss or damage happening if your home is *unfurnished* or *unoccupied*.
- 3 Loss or damage which is insured elsewhere in this policy.

The most we will pay under this section

This is £1,000 during any one *period of insurance*.

Section 9

Insurance for contents during household removal

We will settle your claim as explained in the Claims Settlement described on page 11 if your *contents* are accidentally lost or damaged whilst being permanently removed from your home by professional contractors to a new home anywhere in the *United Kingdom*.

Special Exclusions

(See also General *Exclusions* on page 26).

- 1 The combined amount of any *excesses* which apply.
- 2 Loss or damage from a furniture store or salesroom.
- 3 Any loss or damage excluded elsewhere in this policy.

The most we will pay under this section

- 1 In total – we will pay up to the *amount insured* as shown on your latest *schedule for contents*.
- 2 for any single item – we will pay up to the amount stated for any single item under Section 1 of this policy.

Contents Insurance *continued*

Section 10

Insurance for fatal accidents

We will pay if *you* or your husband or wife suffers injury which results in their death within 60 days. This must be caused by any of the following:

- 1 An accident, assault or fire in your *home*.
- 2 An accident whilst travelling as a fare-paying passenger by train, bus or licensed taxi.
- 3 An assault in the street.

Special Exclusions

(See also General *Exclusions* on page 26).

- 1 Injury to your husband or wife if he or she does not normally live at the same address as *you*.
- 2 Any incident happening outside the *United Kingdom*.
- 3 Injury to any person who is 70 years of age or more at the time of the incident.

The most we will pay under this section

We will pay up to £5,000 for all incidents which happen within each *period of insurance*.

Section 11

Insurance for alternative accommodation

If your *home* cannot be lived in as a result of loss or damage which is insured by **Section 1 (Loss or Damage to the vessel)** of your separate 'Sailplan' policy, we will pay the following:

- 1 The cost of reasonable alternative accommodation if this is necessary.

No Special Exclusions

(But see General *Exclusions* on page 26).

The most we will pay under this section

We will pay up to the *amount insured* as shown on your latest *schedule* for *Contents*.

Contents Insurance *continued*

Section 12

Insurance for personal liability and liability as occupier of your *home*

A Personal Liability

We will insure *you* for all sums which *you* become personally legally liable to pay for accidents that are not connected with *you* owning or occupying your *home*. These accidents must result in:

- 1 Bodily injury to or illness of any person (but not any member of *your household* or your employees); or
- 2 Loss of or damage to property.

In the same way as *you* are insured, we will also insure each member of your family who permanently lives with *you*. Each will be insured for all sums which they become legally liable to pay for accidents happening in, around, and away from your *home*.

B Your Liability as occupier of your home

We will insure *you* as the occupier (but not as the owner) of your *home*, for all sums which *you* become legally liable to pay for accidents happening in and around your *home*. These accidents must result in:

- 1 Bodily injury to or illness of any person (but not any member of *your household* or your employees); or
- 2 Loss of/or damage to property.

Special Exclusions which apply to A and B above

(See also General Exclusions on page 26).

- 1 Loss of/or damage to property which belongs to or is in the care of:
 - (a) *your household*;
 - (b) any other person who permanently lives with *you*; or
 - (c) any person employed by members of *your household*.
- 2 Liability which happens because *you* occupy any land, building or vessel which is not one of the following:
 - (a) your *home*.

- (b) any private home which *you*, or a member of your family living permanently with *you* is temporarily living in;
- (c) any previous home which *you* occupied immediately before it was disposed of or sold and which *you* may be liable for under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975.

- 3 Liability which happens because of your trade, profession, or employment or that of any member of *your household*.
- 4 Liability which happens because *you* own, possess or use the following:
 - (a) Animals – however, *you* are insured for domestic dogs, except those named in Section 1 (1) of the Dangerous Dogs Act 1991 or any amending legislation), Domestic cats, and horses used for private hunting.
 - (b) Firearms – however, *you* are insured for shotguns or airguns which *you* can legally own without possessing a firearms certificate.
 - (c) *Motor vehicles*.
 - (d) Mechanically propelled aircraft or watercraft. However, *you* are insured for toys or models.
- 5 Liability if *you* or any member of *your Household* passes on any disease or virus.
- 6 Liability as a result of any agreement or contract unless *you* were liable before you made the agreement or contract.

The most we will pay under this section

The most we will pay is £1,000,000. This is the total amount we will pay under section 11 of your policy together. This is for all claims made against *you* or any member of *your household* with our written permission.

Contents Insurance *continued*

Section 13

Credit, debit, charge or cash cards

We will insure *your household* for all sums which they must pay under the terms of any credit, debit, charge, cheque or cash card which is only used for domestic purposes and which is lost and then used by an unauthorised person.

Special Exclusions

(See also General *Exclusions* on page 26).

- 1 Liability resulting from a lost card which *you* did not report to the police and the organisation which gave *you* the card within 24 hours of discovering *you* had lost it.
- 2 Liability which happens if *you* break the terms and conditions of the organisation which gave *you* the card.
- 3 Liability if anyone related to *you* uses your card fraudulently.
- 4 Liability more specifically insured under any other policy.

The most we will pay under this section

We will pay up to £500 for all claims made against *your household* under the terms of any credit, debit, charge, cheque or cash card.

Important Notice

When your *home is unoccupied*, you are not insured for the following:

- 1 Breakage of or damage to fixed glass and sanitary fittings.
- 2 Loss or damage caused by theft or attempted theft, vandalism or acts of malicious people (but *you* are insured for loss or damage caused by fire, explosion or smoke).
- 3 Damage caused by water escaping from any fixed water or heating installation, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank.
- 4 Damage caused by heating fuel leaking from any fixed heating installation, pipes or equipment.

When your *home is unfurnished and unoccupied*, you are not insured for the following:

- 1 Breakage of or damage to fixed glass and sanitary fittings.
- 2 Loss or damage caused by theft or attempted theft, vandalism or acts of malicious people - this includes loss or damage caused by fire, explosion or smoke.
- 3 Damage caused by water escaping from any fixed water or heating installation, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank.
- 4 Damage caused by heating fuel leaking from any fixed heating installation, pipes or equipment.

Section 14 – Wider Cover for personal possessions

This section only applies if you have chosen to insure your personal possessions for wider cover and 'Wider Cover for Personal Possessions' is shown on your latest schedule.

This section applies only to those items shown on your latest schedule.

We will settle your claim, as explained in the Claims Settlement described on page 11, if your *personal possessions* are accidentally lost, damaged or stolen whilst they are:

- 1 in your *home* or within the boundaries of your *home*.
- 2 temporarily moved to anywhere in the *United Kingdom*, the Republic of Ireland or Europe.
- 3 temporarily moved to anywhere in the rest of the world for up to 60 consecutive days.

Special Exclusions

(See also General *Exclusions* on page 26).

- 1 The combined amount of any *excesses* which apply.
- 2 The cost of replacing or repairing electrical or mechanical equipment that has broken down or been misused.
- 3 Loss or damage caused by:
 - (a) vermin, insects, mildew;
 - (b) any process of cleaning, repair or alteration;
 - (c) any gradually operating cause.
- 4 Loss or damage during removals or whilst in a furniture store, salesroom or exhibition.
- 5 Loss or damage to the following:
 - (a) *motor vehicles*, caravans, trailers, boats, canoes, surfboats, sailboards, hovercraft, personal watercraft, aircraft, gliders, and any parts and accessories whilst attached to or in any of these;
 - (b) living creatures;
 - (c) items which do not belong to *your household* and which they are not legally responsible for;
 - (d) any item owned or used totally or partly for business purposes or connected with any employment;
 - (e) any item more specifically insured by this or any other policy;
 - (f) contact lenses, unless specified on your latest *schedule*; or
 - (g) parachutes or sub-aqua equipment whilst it is being used.
- 6 Loss of or damage to any pedal cycle which is left unattended away from *home* unless:
 - (a) in a locked building; or
 - (b) the frame of the cycle is secured by a locking device to a permanently fixed structure.
- 7 Loss or damage caused by theft or attempted theft from road vehicles which are not within the boundaries of your *home*, unless such loss or damage is caused by theft or attempted theft from any locked luggage boot, locked luggage or locked glove compartment if this involved forcible and violent entry to a securely locked vehicle.
- 8 Loss or damage caused by theft or attempted theft from any building where a member of your family who normally lives permanently with *you* is temporarily resident whilst that person is attending any university or college. However, they are insured for loss or damage caused by theft or attempted theft from that building if this involved forcible and violent entry.
- 9 Loss or damage to china, glass and similar fragile items which occurs when the *vesse/* is not securely moored.

Section 14 – Wider Cover for personal possessions *continued*

- 10 Loss of or damage to *money*:
 - (a) held for business reasons;
 - (b) which does not belong to *your household* and which they are not legally responsible for;
 - (c) more specifically insured by this or any other policy.
- 11 Shortage of *money* because of a mistake.
- 12 Any loss or damage specifically not covered elsewhere in this policy.

The most we will pay under this section

- 1 For *personal possessions* – we will pay up to the *amount insured* as shown on your latest *schedule for personal possessions*, depending on the specific limits explained below.
- 2 For any single item (excluding pedal cycles and *money*) not specified on your latest schedule - £1,000.
- 3 For any item specified on your latest *schedule* – the *amount insured* for that item.
- 4 For any one pedal cycle – we will pay up to £300 (unless a different amount is specified on your latest *schedule*).
- 5 For *money* – we will pay up to £300.
- 6 For all claims for loss or damage caused by theft or attempted theft from road vehicles - we will pay up to £1,000.
- 7 For items which are in the possession of any member of your family who normally lives permanently with *you* whilst that person is attending any university or college – we will pay up to £1,000.

General Exclusions

The following *exclusions* apply to your policy.
This policy does not insure:

1(A) War Risks

any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event war, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power

1(B) Terrorism

Harm or damage to life or to property (or the threat of such harm or damage) by nuclear and/or chemical and/or biological and/or radiological means resulting directly or indirectly from or in connection with Terrorism regardless of any other contributing cause or event.

Terrorism is defined as any act or acts including but not limited to

- (a) the use or threat of force and/or violence and/or
- (b) harm or damage to life or to property (or the threat of such harm or damage including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes any action taken in controlling preventing suppressing or in any way relating to 1(A) or 1(B) above.

2 Sonic Booms

damage caused by pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.

3 Radioactive contamination

loss of or damage to any property, and resulting loss or expense or any legal liability that is caused by or contributed to, or that arises from:

- * ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel: or
- * the radioactive, toxic, explosive or

other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly.

4 Riot or Civil Commotion

Loss or damage caused by, or contributed to, or that arises from riot or civil commotion outside the *United Kingdom*.

5 Seizure or Confiscation

Loss of or damage to any property caused during seizure of or confiscation or attempts at either of these by Customs or other authorities.

6 Consequential loss

Consequential loss of any kind incurred by *your household*.

7 Pollution or contamination

Loss, damage or liability arising from pollution or contamination unless caused by:

- (a) a sudden and unforeseen and unidentifiable accident
- (b) leakage of oil from any fixed heating installation, pipes or equipment at your *home*.

8 Other Exclusions

Loss of or damage to any property by; or consisting of, the following:

- (a) wear and tear or loss of value over time
- (b) faulty workmanship, design or materials
- (c) reduced value after it has been repaired or replaced
- (d) the failure of any equipment or any computer program to recognise or correctly interpret or process any date as the true date, or to continue to function correctly beyond that date. This shall not exclude any resulting loss or damage which is otherwise insured by this policy.

9 Computer Software and Data

Loss or corruption of computer software or data caused by computer viruses or where no adequate back-up copies have been kept.

General Conditions

The following conditions apply to your policy.

1 Making a claim

- (a) *You* must tell *us* as soon as possible after any loss, damage or accident. *You* must also tell *us* if you know of any writ, summons or prosecution against *you*. *You* must send every letter or document about a claim to *us* immediately.
- (b) Do not negotiate
You, or any other person insured under this policy, or anyone else acting on their behalf, must not negotiate any claim or admit or deny liability without our written permission.
- (c) Tell the police
You must tell the police about all incidents of accidental loss, theft, attempted theft or vandalism, loss, damage or injury caused by malicious people.

2 We can do the following

- (a) Defend or settle any legal action in your name, or in the name of any other person insured by this policy.
- (b) Recover any payment *we* make under the policy to anyone else at our own expense and for our own benefit and *we* can do it in your name, or in the name of any other person by this policy.
- (c) Ask *you* and any other person insured by this policy for all the information and help *we* need.

3 Your 'duty of care'

You and *your household* must keep your property in a good state of repair and take all reasonable steps to prevent injury, loss or damage.

4 Salvage

We can enter any building where there has been loss or damage and deal with any salvage in a reasonable manner. However, *you* cannot just abandon property for *us* to deal with.

5 Other insurances

If *you* make a claim under this policy and *you* were covered for the same loss, damage, or liability by any other insurance, *we* will only pay our share of the claim.

6 Disagreement over amount of claim

If *we* have accepted a claim but there is disagreement over the amount to be paid, an arbitrator will decide. This arbitrator will be appointed in line with current law. When this happens, the arbitrator must decide on an award before proceedings are started against *us*.

7 Telling us about a change

You must tell *us* as soon as possible about any change in the information *you* give *us* if it will affect this policy. If *you* do not, your policy may not be valid or *you* may not be properly covered. *We* can change the terms of your policy at any time if *we* find out about any fact which may affect the cover provided by your policy.

8 Insuring items properly

Make sure that the amounts *you* insure for will always give *you* enough cover. The *amount insured* should be enough to replace all of the insured items according to the claims settlement basis. Please see the 'Claims Settlement' Conditions on page 11.

9 Dishonest claims

We will not pay any claim made under this policy if *you* or anyone acting for *you* knows it is dishonest or exaggerated in any way. If this happens, *we* will also cancel all cover immediately and are entitled to tell the police of any such dishonest claim.

10 Cancellation

You can cancel the policy by writing to *us*. *You* may be entitled to a refund of your premium as long as no claim has been made during the current *period of insurance*.

We can cancel the policy by giving 14 days' notice. *We* will send a recorded delivery letter about this to the address shown on your latest *schedule*. If *we* cancel the policy, *you* may be entitled to a refund for any *period of insurance* which *you* have not used.

We can also cancel the policy immediately if *you* do not pay the premium or do not make a payment under any instalment scheme or linked credit transaction. *You* will not get a refund for any instalment *you* have already paid.

Customer Care

Complaints Procedure

Our goal is to give excellent service to all of our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all of our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

What will happen if you complain?

We aim to resolve complaints following assessment and investigation as quickly as possible within 10 working days of receipt and give you an expected date of response.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update.

If you remain unhappy with the decision you receive from the local branch you may write to the Chief Executive. If you are dissatisfied with our final decision, you can refer the matter to the Financial Ombudsman Service (FOS).

The FOS will only consider your complaint if you have given us the opportunity to resolve it and you are a private policyholder, a business with a group turnover of less than £1million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million. Please follow the steps below. If however, we do not resolve your complaint within 40 working days, the FOS will accept a direct referral.

Whilst we are bound by the decision of the FOS, you are not. Following the complaints procedure does not affect your right to take legal action.

What should I do?

The steps to take if dissatisfied

Step 1 Seek resolution by your insurance adviser

If you are disappointed with any aspect of the handling of your insurance we would encourage you to contact:

The Managing Director
Euromarine Insurance Services Ltd
18 St Peters Park Road
Broadstairs
Kent
CT10 2BL

or

Telephone 01843 603345

You can write or telephone, whichever suits you, and ask your contact to review this problem.

Step 2 Refer your complaint to our Chief Executive

If you remain unhappy with the decision you receive, please write with full details including policy number and/or claim number to:

The Chief Executive
Aviva Insurance
Surrey Street
Norwich
NR1 3NS

An independent review of the matter will be carried out at a senior level and a final decision given.

Customer Care *continued*

Step 3 Refer your complaint to the Financial Ombudsman Service

If, after making a complaint to us you are still unhappy and you feel the matter has not been resolved to your satisfaction, please contact the FOS at:

Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall

London E14 9SR

Choice of Law

The law of England and Wales will apply to the insurance contract unless:

1. You and the Insurer agree otherwise; or
2. At the date of the contract you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

Helpline

Your Sailplan policy entitles you to all the benefits of our 24 hour a day Helpline Service.

Helpline provides a range of services designed to help you when you need it most – day or night.

Whatever the problem, friendly help is only a phone call away.

24 Hour Claims Assistance

Our staff are available around the clock to help you, whether you need a claim form, advice on claims procedures or assistance to resolve a problem.

Call us free – as often as you like

Helpline 0800 555 333

24 Hour Legal Advice

A team of qualified legal staff is available night and day to advise you, or any member of your immediate family living with you, on any personal legal problem.

You will be advised of your legal rights and what courses of action are open to you. All the advice is confidential and there are no consultation fees – all you pay for is the phone call.

Legal Advice 0845 300 1899

Telephone Call Recording

For our joint protection telephone calls may be recorded and/or monitored