

The EIS Sailplan Third Party Only Policy Summary of Cover

Demands and Needs

We have not provided you with a personal recommendation as to whether this policy is suitable for your specific needs. You require Insurance to cover your Liability Only arising out of your vessel and this policy fulfils your needs.

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 at Lloyd's. 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 Watkins Syndicate at Lloyds and whose address is St Helens, 1 Undershaft, London EC3A 8EE through Groves John & Westrup Ltd. where address is Silkhouse Court, Tithebarn Street, Liverpool, L2 2QW and both are members of the Munich Re Group.

Both EIS Ltd and Groves John & Westrup Limited are supervised by the United Kingdom Financial Services Authority their respective F.S.A. numbers being 310496 and

Type of insurance and cover

Your EIS Sailplan policy protects your liability in respect of property belonging to others and to other people, including passengers in your vessel.

Limit

Our maximum liability is £3,000,000

Section 2 Liabilities – see Liabilities Section of policy booklet for details

Significant features and benefits

You are insured as owner of your vessel for

- S2A Death or bodily injury caused to passengers in your boat and/or to other people;
- S2A Damage you cause to any other vessel or property;
- S2A Other people may use your craft with your permission;

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 in respect of:

- S2.2 B and C Anyone employed by you or employed by anyone using the vessel with your permission except of a paid Captain or Crew employed by you;
- S4.2 Fare paying passengers (unless we agree);
- S2.C.3 Accidents caused by a trailer becoming unintentionally detached from the towing vehicle on the highway or other public place; (your motor insurers will insure this).
- S2B.1.4 Employees of or operator of a railway or ferry;
- S2B and C 1.4 Any person employed in the marine trade who uses your boat (see your policy booklet for a full list of these people);
- S2B and C 1.2 Towing or preparing to tow a person or object (except to save life or property);
- S2B and C 1.3 Divers;
- S2B and C 1.2 Water skiers (unless we agree);
- S2C4 Salvage, wreck removal or pollution;

TC Personal Watercraft (PW) Jetskis Only (not applicable to any other craft)

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

- **Drivers Age**
You warrant to us that when the PW/Jetski 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 PW/Jetski is underway all drivers will be experienced in handling PWs/Jetski of the type and power insured.
- **Prohibited Areas**
You warrant to us that you will not use the PW/Jetski in areas where Personal Watercraft are prohibited.
- **Not left afloat warranty**
You warrant to us that you will not leave the PW/Jetski afloat unmanned at any time.
- **Dead Mans Handle Operation**
You warrant to us that if fitted to the PW/Jetski the dead mans handle will be in operation and used at all times when underway.

All sections

Significant or unusual exclusions or limitations

You must comply with the warranties and conditions of the policy explained in Sections 4 and 5. 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.

A warranty by you is a promise that a particular state of affairs exists or will exist and if you fail to comply with a warranty we are discharged from the policy

You should also refer to the General Terms in Section 5 of your policy booklet for details as to specific terms that apply to your policy.

Policy period

Your policy will provide insurance against your liability 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 receive your policy booklet or the day of purchase of the contract whichever is the later. Otherwise you may cancel the policy when no premium refund will be made. We may cancel the policy on 30 days notice when we will return to you the premium for the unexpired period.

Claims

You must report any claims to Groves, John & Westrup Ltd through Euromarine Insurance Services Ltd immediately. Telephone No: 01843 603345; Fax No: 01843 603346.

Postal Address: **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 8.30 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 and evidence provided by you.

Complaints

Our policy represents our philosophy of fairness and integrity with our customers and we will provide you with a high level of service at all times. If at any time you are not satisfied with our service or any other aspect of your insurance, you should contact us by telephone to see if we can resolve the matter. In the unlikely event that this does not resolve the matter you may state your complaint in writing, marking the letter "for the attention of the Managing Director". We aim to resolve your complaint within five working days but if we are unable to do so we will acknowledge receipt of your complaint within that period. If the complaint still cannot be resolved amicably you have the right to refer your complaint to the Complaints and Advisory Department at Lloyd's whose address is 1 Lime Street, London EC3M 7HA and if they are not able to resolve your complaint and if you are a private policy holder or a business with a turnover of less than £1,000,000 or a charity with an annual income of less than £1,000,000 or a trustee of a trust with a net asset value of less than £1,000,000 you may then approach the Financial Services Ombudsman, South Quay Plaza, 183 Marsh Wall, London E14 9SR, telephone number 0845 080 1800, facsimile 0207 964 1001, email complaint.info@financial-ombudsman.org.uk who will advise whether he is able to deal with your complaint. Under the terms of the Financial Services ombudsman Scheme we must:

- 1). Acknowledge your complaint within five days
- 2). Reply to you within four weeks
- 3). Resolve your complaint within eight weeks

This is in addition to any other action you may subsequently wish to take including legal action. An application to the Financial Services Ombudsman must be made within six months of being notified of our final decision about your complaint.

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.

Insurance advising and arranging is covered for 100% of the first £2000 on 90% of the remainder of the claim without any upper

Choice of Law

The law of England and Wales will apply to this 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 the Isle of Man, in which case (in the absence of agreement, to the contrary) the law of that country will apply.

Data Protection Act – Information Uses

For the purposes of the Data Protection Act 1998, the Data Controllers in relation to any personal data you supply are Euromarine Insurance Services Limited and Groves, John & Westrup Limited.

Jurisdiction

Under Regulations unless we have agreed in writing and you have let out the vessel for hire or reward or for commercial purposes (when you can only bring proceedings England) you may at your option bring proceedings in England or where you are domiciled or, if the Court procedure allows where the harmful event occurs

Insurance Administration

Information you supply may be used for the purposes of insurance administration by the insurer, its associated companies and agents, by reinsurers and your intermediary. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurer's compliance with any regulatory rules/codes. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. In assessing any claims made, the insurer or its agents may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy orders or repossessions). Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators).

In the case of personal data, with limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you.

Sensitive Data

In order to assess the terms of the insurance contract or administer claims that arise, the insurer may need to collect data that the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this application you will signify your consent to such information being processed by the insurer or its agents.

Fraud Prevention and Detection

In order to prevent and detect fraud we may, at any time, share information about you with other organisations and public bodies including the Police.

You should show these notices to anyone who has an interest in the insurance under the policy.

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.

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.

Our Service to you

You have identified a need for which we may ask some questions to ensure our product is suitable for your requirements. You will then need to make your own choice as to the suitability of our product.

Groves John and Westrup Limited and EIS are regulated by the Financial Services Authority and our respective FSA Regulation Numbers are 310496 and

The Financial Services Authority (FSA)

The Financial Services Authority is the independent watch dog that regulates financial services. It requires us to give you this document. Use this information to decide if our services are right for you.