

## Policy Summary

# Westfield Pleasure Craft Policy

**Underwritten by Lloyd’s Syndicate 4444 managed by Canopus Managing Agents Limited** who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

**Administered by Westfield (Sub Aqua & Marine) Insurance Services Limited** who are authorised and regulated by the Financial Conduct Authority.

This policy summary does not contain full details and conditions of this insurance; these are located in your policy document. Please refer to your policy schedule to confirm the endorsements that apply to your policy. If you have any questions regarding your policy or the cover it provides or are unsure of the endorsements that apply please contact the insurance adviser who arranged this policy for you.

### Type of Insurance and Cover

Your policy is a multi-section insurance policy. Unless amended by endorsement in your schedule, it protects your craft and your liability to other people, including passengers on your craft. The insurance protection applies whilst your craft is in commission or whilst it is laid up, provided it is within the cruising limits you have chosen.

### Duration

This is an annually renewable policy. The period of insurance will be shown in your schedule of insurance. You may need to review and update your cover periodically during the term of your policy to ensure that it remains adequate.

Features and benefits	Significant Exclusions or Limitations	Policy section information can be found in
<ul style="list-style-type: none"> <li>• Loss or damage to your insured property within the cruising limits and / or transit area specified in your schedule by one or more of the following defined perils:                             <ul style="list-style-type: none"> <li>○ Accidental and /or deliberate act(s) of others including but not limited to fire, explosion, collision, sinking, grounding and /or striking submerged objects, water ingress, negligence of third parties, storm, rain, snow, hail or sleet and /or lightning or freezing conditions, the formation of ice on lakes or rivers or</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Loss of or damage to or failure of machinery caused solely by the breakdown, failure or derangement of a component part if:                             <ul style="list-style-type: none"> <li>i) your craft is a speedboat;</li> <li>ii) your craft’s machinery is over 3 years old and /or an outboard motor;</li> <li>iii) you cannot provide written records in confirmation that your machinery has been serviced and maintained in accordance with the manufacturers’ recommended schedule.</li> </ul> </li> <li>• Automatic transit cover only applies if your craft is 9 metres long or less and you comply with all applicable laws and regulations relating to the form of towing / transit used.</li> <li>• Civil commotion within the United Kingdom only.</li> </ul>	<p><b>Section 1 – Your Insured Property</b></p>

<p>flooding of coastal areas, lakes or rivers beyond normal banks or bounds. Any intentional actions to deface, damage or destroy your insured property by a person or persons other than you including but not limited to arson, malicious acts (including vandalism or piracy), riots and civil commotion. Automatic cover for loss or damage occurring while your craft is being transported by road, rail, air or ferry.</p> <ul style="list-style-type: none"> <li>○ Faults which you were not aware of and which would not have been discovered during normal maintenance of your insured property.</li> <li>○ Gradual deterioration</li> <li>○ Theft or attempted theft</li> </ul>	<ul style="list-style-type: none"> <li>• The cost of repairing or replacing any part that is lost or damaged because it was faulty.</li> <li>• Loss or damage caused by faults that you were aware of and / or which would have been discovered during normal maintenance of your insured property.</li> <li>• Loss of or damage caused by gradual deterioration which could have been identified by routine inspection and / or prevented by servicing or maintenance or recommended replacement intervals, in accordance with engineers', surveyors' or manufacturers' advice.</li> <li>• Your outboard motors if they are stolen from your craft, and the resultant damage to your craft caused by the theft or attempted theft, unless the outboard motors are securely fastened by an outboard motor lock as well as their normal fitting device. An outboard motor lock is a device specifically designed, marketed and sold as a secure method to prevent theft of your outboard motors. A padlock and chain is not sufficient.</li> <li>• In the event of theft, loss or damage to outboard motors, we will pay the current new replacement price less a deduction of 10% per year for age, wear and tear up to a maximum deduction of 50% providing that this figure is not more than the sum insured shown in your schedule against the outboard motor.</li> <li>• Theft or attempted theft of gear, equipment, personal belongings, specified equipment, removable household contents or machinery from your craft or from a locked storage place</li> </ul>	<p><b>Section 1 – Your Insured Property - cont</b></p>
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<ul style="list-style-type: none"> <li>• Loss or damage caused by your craft hitting an object that is underwater or partly underwater. You only pay your standard policy excess unless shown in your schedule.</li> <li>• Salvage, towage and assistance charges.</li> <li>• Sighting costs: the cost of inspecting the underwater part of the hull of your craft after a stranding, even if there is no damage.</li> <li>• Marina Benefits (Endorsement 10): If your craft is on a marina berth or ashore at its permanent marina, we will not take your policy excess off any claim or reduce your no claim bonus for any claim.</li> <li>• Loss or damage from any peril to personal belongings. Endorsement 5 will show in your schedule if selected.</li> </ul>	<p>ashore unless there are visible signs of forcible and violent entry to or exit from your craft, a locked cabin or locked storage place, or if the item was securely fastened to your craft and the removal of this has caused visible damage to your craft, or where the item has been physically unscrewed from your craft, leaving its fixings, or evidence of its fixings, visibly in place.</p> <ul style="list-style-type: none"> <li>• Theft or attempted theft of your trailer and / or any insured property on your trailer or any other trailer when the trailer is unhitched from the towing vehicle and when the trailer is parked attached to a towing vehicle and left unattended or out of your direct line of sight, unless the trailer is secured by a wheel clamp if your craft is a speedboat or personal watercraft or a wheel clamp or hitchlock for all other types of craft.</li> <li>• Providing we have agreed the costs in writing beforehand.</li> <li>• Loss or damage from any peril to deeds, documents, stores, consumables, moorings, fishing gear, diving equipment, wet suits, dry suits, tow ropes, water skis, wakeboards, kneeboards or similar equipment, plants, animals, sports equipment, pedal cycles, laptops, mobile phones, business equipment,</li> </ul>	<p><b>Section 1 – Your Insured Property –cont</b></p>
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	<p>valuables or money, unless they are noted separately by endorsement or noted in your schedule.</p> <ul style="list-style-type: none"> <li>• Loss or damage caused by moths, mildew, mould or dampness, osmosis, insects, marine borers, barnacles, marine growth, fungi or molluscs.</li> <li>• If your craft is a total loss the most we will pay is the market value of this item up to the sum insured shown in your schedule unless Endorsement 16 (Agreed Value) is shown in your schedule.</li> <li>• The excess shown in your schedule (except if your craft is a total loss).</li> <li>• We will not pay more than the values shown in your schedule.</li> </ul>	<p><b>Section 1 – Your Insured Property - cont</b></p>
<ul style="list-style-type: none"> <li>• All sums (not exceeding the sums stated in your schedule) that you legally have to pay as a result of owning or having an insurable interest in your craft noted in your schedule, including any legal liability arising when your craft is being used, navigated or in custody or control of anyone else with your permission.</li> <li>• The death of, or injury to, any other person or any other person insured by this policy including anyone getting on or off or travelling on your craft.</li> <li>• Damage to any other property.</li> <li>• The raising or attempted raising, removing or destroying the wreck of your craft.</li> <li>• Pollution caused by your craft as a result of loss or damage that we insure.</li> <li>• Your legal costs in settling or defending a claim, solicitor's fees and other expenses relating to official enquiries or coroner's inquests.</li> </ul>	<ul style="list-style-type: none"> <li>• Anyone you employ in connection with the operation of your craft.</li> <li>• Fare-paying passengers, unless noted by Endorsement 23 (Fare paying passenger liability) in your schedule</li> <li>• Water skiers or persons engaged in any similar activity being towed by your craft, until they are safely back on board your craft, unless Endorsement 8 (Water skiers' liability) is shown in your schedule.</li> <li>• Any liability occurring whilst your craft or any other insured property is in transit by rail, air, ferry or sea.</li> <li>• Any liability occurring whilst your craft or any other insured property is in transit by or attached to a mechanically propelled road vehicle or any liability relating to any trailer which we insure except when it is deliberately uncoupled from the towing vehicle.</li> <li>• Liability of any sort which comes under the Employers Liability Act 1969 or any other law relating to workmen.</li> <li>• Any liabilities incurred whilst your craft is being used by, or is in the custody or control of any person employed in the marine trade.</li> <li>• Providing we have agreed the costs in writing beforehand.</li> </ul>	<p><b>Section 2 - Liability to Third Parties and Passengers</b></p>

<ul style="list-style-type: none"> <li>• This section of your policy insures you and your passengers for accidental death or accidental injury while you or they are on your craft or getting on or off it.</li> <li>• The benefits payable are: £10 000 for death, £10 000 for the loss of one or more limbs, £10 000 for the total loss of sight in one or both eyes, £10 000 for permanent total disablement and up to £500 for any one incident for any doctors' or surgeons' fees for emergency treatment.</li> </ul>	<ul style="list-style-type: none"> <li>• For anybody over 75 at the time of the incident.</li> <li>• If death, loss of limb, total loss of sight or permanent total disablement happens more than 52 weeks from the date of the incident which caused the injury.</li> <li>• You or your passengers benefit if you or your passengers are paid compensation under Section 2 – Liability to Third Parties and Passengers of your policy.</li> <li>• You or your passengers compensation under more than one of the categories shown above for the same incident.</li> <li>• More than £60,000 in any one period of insurance.</li> </ul>	<p><b>Section 3 – Personal Accident</b></p>
<p>Dive Boat Extension (this is automatically included if you have advised us that your craft is used as a dive boat)</p> <p>Significant Exclusions or Limitations</p> <p>Policy section information can be found in</p>		
<ul style="list-style-type: none"> <li>• Dive Boat extension: The insurance provided by Section 2 – Liability to Third Parties and Passengers, of your policy is extended to include the liability of the person helming your craft to divers in the water.</li> <li>• The insurance provided by</li> </ul>	<ul style="list-style-type: none"> <li>• This cover is only operative if the person helming your craft holds a valid Boat Handling Certificate authorised by your Diving Association or the R.Y.A. or has at least 50 hours proven experience of handling a craft equal to that insured within the terms and conditions of this insurance together with proven proficiency with regard to first aid e.g. A certificate or signed log book showing completion of a first aid course.</li> <li>• We will not pay any claims for liability that</li> </ul>	<p>Endorsement 26</p>

<p>Section 2 – Liability to third Parties and Passengers, of your policy is extended to include liability arising from the carrying and use of therapeutic oxygen resuscitation equipment that you own, while it is on your craft.</p> <ul style="list-style-type: none"> <li>• The insurance provided by Section 2 – Liability to Third Parties and Passengers, of your policy covers each member of the club and / or association as if separate cover had been provided to each individual member.</li> <li>• The insurance provided by Section 2 – Liability to Third Parties and Passengers of Your Policy is extended to include liability arising from the negligent instruction or tuition of a pupil on a boat handling course.</li> </ul>	<p>arise from:</p> <ol style="list-style-type: none"> <li>failure to administer therapeutic oxygen; or</li> <li>the person administering therapeutic oxygen not holding a valid certificate proving he or she is fully qualified to administer therapeutic oxygen; or</li> <li>therapeutic oxygen resuscitation equipment not being certified as tested and maintained in good working order, and/or as required by statute.</li> </ol> <ul style="list-style-type: none"> <li>• Our liability will not be more than the amount shown in your policy schedule under the Third Party Indemnity Limit.</li> <li>• This extension only applies if the instruction or tuition is given voluntarily</li> <li>• All the recommendations of your Diving Association or the R.Y.A. for the manning of craft must be complied with.</li> </ul>	
Optional Cover	Significant Exclusions or Limitations	Policy section information can be found in
Third party only cover.	<ul style="list-style-type: none"> <li>• If you choose this type of cover, Section 1 – Your Insured Property &amp; Section 3 – Personal Accident, of the policy will not apply.</li> </ul>	
Water skiers liability: You can extend your policy to include the legal liability to and of water skiers being towed behind your craft. You can also extend your policy to include your legal liability for the towing of toys	<ul style="list-style-type: none"> <li>• Only toys that can carry two people or less. Excludes bananas.</li> </ul>	
Laid up cover	<ul style="list-style-type: none"> <li>• Loss of or damage from any defined peril to any portable items including personal belongings and specified equipment whilst on board your craft during the laid up period shown in your schedule.</li> <li>• No claims bonus will not apply.</li> </ul>	
Racing risks: You can extend your policy to include cover for masts, spars, sails and rigging whilst you are racing.	<ul style="list-style-type: none"> <li>• Limitations apply if endorsement 6 (racing cover), endorsement 11 (racing cover small craft) or endorsement 13 (one third deduction) is shown in your schedule.</li> </ul>	

### General Policy Exclusions

- Any specific exclusions or limitations shown in your schedule.
- Unless it is noted by endorsement in your schedule, you are not insured if you use your craft for hire or charter/dive charter or diving club activities and/or boat handling courses recognised by your Diving Association or the R.Y.A., for anything except your own private pleasure, as a houseboat or outside the cruising limit shown in your schedule. However, you may travel outside of your cruising limits if you are forced to by the weather, any form of danger or an order of Government or legal authority.
- Unless it is noted by endorsement 19 (Time restriction on single handed sailing) in your schedule you are not insured to use your craft single handed for more than 18 hours in any 24 hour period.
- Unless it is noted by endorsement 25 (Length restriction on single handed sailing) in your schedule you are not insured to use your craft single handed if your craft is more than 10 meters in length.
- Terrorism, radioactive contamination, sonic bangs, war risks (unless endorsement 21 (War) is shown in your schedule), riots and civil commotion.
- Where Endorsement 26 applies - General Policy Exclusion 4.7.2 is deleted and replaced by the following:  
4.7.2 for anything except Your own private pleasure and/or diving club activities and/or boat handling courses recognised by Your Diving Association or the R.Y.A.
- You should refer to Section 4 – General Policy Exclusions of your policy wording for the full details of all the exclusions that apply to all sections of your policy.

### **General Policy Conditions**

- You must comply with the following conditions to have the full protection of your policy. If you do not comply with them we may cancel your policy or refuse to handle your claim or reduce the amount of any claim payment.
  - You must maintain in an efficient working order any engine cut out device fitted to your craft and use it correctly at all times whilst your craft is underway.
  - You must take reasonable care to provide complete and accurate answers to the questions we or your Insurance adviser ask when you take out, make changes to or renew your policy. Your policy may not be valid or may not cover you fully if the information provided by you is not complete and accurate or if you do not tell us about any changes.
  - You must let your insurance adviser know if there are any changes to the information set out in your schedule. You must also tell your insurance adviser within 14 days of the change taking place about the following:
    - i) Any additional people to be insured or any insured person to be taken off the policy;
    - ii) Any criminal convictions for any of the people insured or to be insured;
    - iii) Any change in your craft's mooring or storage location;
    - iv) Any change to your craft's original specification;
    - v) Any modifications to your craft;
    - vi) Any change affecting ownership of your craft;
    - vii) Any change in the way that your craft is used for example from private and pleasure use to charter use.
    - viii) You have received a professional valuation of your craft which differs from the sum insured shown in your schedule
    - ix) you have offered or advertised your craft for sale at a different value to the sum insured shown in your schedule

Items viii and xi only apply if endorsement 16 ( Agreed Value) is shown in your schedule.

- Please refer to Section 5 – General Policy Conditions for full details.

- You must advise your insurance adviser immediately you are aware of any event, occurrence, prosecution, inquest or inquiry that may give rise to a claim under your policy. **We may not pay your claim if you fail to do this.** Please refer to Section 6 – Claims Condition.
- You must send all claims, letters, summonses or legal documents to your insurance adviser within 48 hours of receipt. You must not reply to any of these documents. **We may not pay your claim if you fail to do this.** Please refer to Section 6 – Claims Condition.

### **Your Right to Cancel**

You may cancel this policy within 14 days from the date you bought it or the date you received your policy documents (whichever is the later) by contacting your insurance adviser during this period. We will give you a full refund of any premium you have paid provided you have not made and are not intending to make a claim and no incident likely to give rise to a claim has occurred.

You may cancel this policy at any time by providing prior notice to your insurance adviser. Providing you have not incurred eligible claims during the period we have been on cover we will retain an amount of the premium in proportion to the time we have been on cover and return the balance to you. This refund is calculated on a daily pro – rata basis.

If you cancel your policy and have made a claim during the current policy period of insurance we will not refund any premium.

We reserve the right to cancel your policy where there is a valid reason for doing so, by providing 14 days' notice by registered post to your last known address. The reason for cancellation will be set out in our letter to you and a non-exhaustive list of valid reasons is provided in your policy wording.

You will find full details of the conditions of how to cancel your policy in your policy wording.

### **Claim Notification**

If you have an accident or loss you might want to claim for under your policy you must contact your insurance adviser for instructions.

Alternatively, you may contact the Sompo Canopus Marine Claims Team at:

14-16 Park Place,  
Cardiff,  
CF10 3DQ

Tel: (UK) 0345 600 7425

(From abroad) +44 2920 386 949 Email: [SompoCanopusMarineClaims@CL-Mar.com](mailto:SompoCanopusMarineClaims@CL-Mar.com)

You will find full details of how to make a claim in your policy wording.

### **Our Service Commitment to You**

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact either your insurance adviser or The administrators:

Westfield (Sub Aqua & Marine) Insurance  
Services Limited



Clasford Lodge  
Clasford Farm  
Aldershot Road  
Guildford, Surrey, GU3 3HQ

Tel: 01483 237827  
Fax: 01483 234856  
e-mail: [nick@divinginsuranceuk.com](mailto:nick@divinginsuranceuk.com)

### Complaints Procedure

Our aim is to provide you with a high quality service at all times, although we do appreciate that there may be instances where you feel it is necessary to lodge a complaint.

If you do wish to complain, please note the 3 steps below, along with the relevant contact details for each step.

Please take special note however that should you wish to direct your complaint directly to Lloyd's in the first instance, you may do so by using the contact information referenced in Step 2 below.

#### Step 1:

In the first instance, please direct your complaint to the relevant party referenced in Table 1 below.

If your complaint refers to the handling of a <u>claim</u> you have submitted under your policy, please contact:	Sompo Canopus Marine Claims, 14-16 Park Place, Cardiff, CF10 3DQ  Tel: 0345 600 7425 Intl: +44 2920 386 949 Email: <a href="mailto:SompoCanopusMarineClaims@CL-Mar.com">SompoCanopusMarineClaims@CL-Mar.com</a>
For <u>all other complaints</u> , please contact:	Westfield (Sub Aqua & Marine) Insurance Services Limited Clasford Lodge Clasford Farm Aldershot Road Guildford, Surrey, GU3 3HQ  Tel: 01483 237827 Fax: 01483 234856 e-mail: <a href="mailto:nick@divinginsuranceuk.com">nick@divinginsuranceuk.com</a>

Table 1

#### Step 2:

Should you remain dissatisfied with the outcome of your complaint from either Sompo Canopus Marine Claims or your insurance adviser your legal rights are not affected, and you may refer your complaint to Lloyd's. Contact information is in Table 2 below.

Complaints Department, Lloyd's, Fidentia House,	Email: <a href="mailto:complaints@lloyds.com">complaints@lloyds.com</a>  Telephone: +44 (0)20 7327 5693
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Walter Burke Way, Chatham Maritime Kent, ME4 4RN	
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Table 2

Details of Lloyd's complaints procedure are set out in a leaflet "Your Complaint - How We Can Help", which is available at <http://www.lloyds.com/complaints> Alternatively, you may ask Lloyd's for a hard copy.

**Step 3:**

If you still remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service. Contact information is in Table 3 below.

Financial Ombudsman Service Exchange Tower London E14 9SR	<p>Telephone: 0800 0234 567 (normally free from a fixed line, but charges may apply from mobiles).</p> <p>Telephone: 0300 1239 123 (normally charged at the same rate as 01 / 02 on mobile phone tariffs).</p> <p>Email: <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a></p>
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Table 3

Alternatively, if you purchased your insurance online please note that you can, if you wish, also submit your complaint via the Online Dispute Resolution (ODR) Platform set up by the European Commission. This service has been set up to help residents in the European Union (EU), who have bought goods or services online, get their complaint resolved. You can access the ODR Platform by clicking on the following link: <http://ec.europa.eu/consumers/odr/>

This does not affect your right to submit your complaint following the process above. Please note that under current rules the European Commission will ultimately redirect your complaint to the Financial Ombudsman Service detailed above.

**Law Applicable to Contract**

The parties are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance shall be governed by the laws of England and subject to the exclusive jurisdiction of the courts of England and Wales.

Administered by Westfield (Sub Aqua & Marine) Insurance Services Limited who are authorised and regulated by the Financial Conduct Authority. Sompo Canopus is a brand name for Canopus Managing Agents Limited, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register number 204847.) This insurance is Underwritten by: Lloyd's Syndicates 4444 managed by Canopus Managing Agents Limited, who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Canopus Managing Agents Limited, Gallery 9, One Lime Street, London, EC3M 7HA.

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