

# NOBLE MARINE PERSONAL WATERCRAFT PLAIN LANGUAGE INSURANCE POLICY

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## SECTION 1 – GENERAL

### A INTRODUCTION

- 1 Thank you for entrusting us with your insurance requirements and welcome to Noble Marine (Insurance Brokers) Ltd.

Here is your Plain Language Insurance Policy and Schedule and a copy of your proposal form. The Policy is a legally binding contract between you the insured and the Watkins Syndicate at Lloyd's, whose address is St Helens, 1 Undershaft, London, EC3A 8EE, which is arranged through Noble Marine (Insurance Brokers) Ltd.

The contract is based upon the proposal form and if the proposal form contains any material untruth or fails to disclose any material circumstance you should inform us immediately since if you do not do so the validity of the Policy may be affected. A material circumstance is one which could affect our assessment of the risk and the terms and conditions and premiums we impose and whether we accept the risk.

Please read the documents carefully. We are obliged to give you certain information before you make your decision to buy this Policy or alternatively to give you a "cooling off" period of 14 days from the time you received this Policy. If the Policy and Schedule do not provide you with the protection you want and you do not want to continue with the insurance you may cancel the Policy within this period and we will return part of the premium retaining a proportionate part of the premium for that period which we have been on risk providing no claims have been made.

- 2 Any correspondence with Noble Marine (Insurance Brokers) Ltd should be sent to Clinton House, Lombard Street, Newark, Nottinghamshire. NG24 1XB. Telephone number 01636 707606, facsimile 01636 707632 or email [enquiries@noblemarine.co.uk](mailto:enquiries@noblemarine.co.uk)
- 3 Noble Marine (Insurance Brokers) Ltd is authorised and regulated by the Financial Services Authority - Firm reference number 305884.
- 4 In matter of claim Noble Marine (Insurance Brokers) Ltd act on the behalf of the Watkins Syndicate of Lloyd's.

### B OUR SERVICE

Noble Marine (Insurance Brokers) Ltd is a specialist marine insurance broker and is committed to providing Pleasure Craft Insurance. This Policy is a straightforward and easy to understand document and explains the cover offered. We constantly monitor market conditions and will amend the Policy to ensure that we satisfy your requirements and provide you with suitable cover backed by a first class service.

### C COMPLAINTS

It is our intention to provide you with the highest level of customer service at all times. However, if you should feel dissatisfied in any way, with your insurance cover or with the service we have provided, we operate a complaints procedure to assist you. Should you wish to complain, you may do so orally to any member of staff or in writing to the Customer Services Manager. We take all complaints seriously and will endeavour to respond immediately. Where this is not possible we will acknowledge your complaint within 5 business days confirming the name of the member of staff dealing with your complaint. We will provide you with a full written response within 4 weeks or explain the current position and provide a full response and final decision within 8 weeks.

If we believe that the complaint does not relate to the activities of Noble Marine (Insurance Brokers) Ltd we will inform you in writing within 5 business days of receipt and we will provide details of how the complaint should be redirected.

If the complaint is not resolved to your full satisfaction, you may refer the complaint to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR, telephone 0845 080 1800. Please note that the Ombudsman will only consider your complaint if you have already given us the opportunity to resolve it. This is in addition to any other action you may subsequently wish to take including legal action. An application to the Financial Ombudsman Service must be made within six months of being notified of our final decision about your complaint.

### D LAW APPLICABLE TO THE CONTRACT

The law applicable to this insurance contract is subject to agreement between the parties. Unless a special endorsement to the contrary has been requested by you and agreed by us, the law applying to this insurance contract will be as follows:

- (i) if you are applying for insurance protection as a private individual, the law applicable to that part of the United Kingdom, Channel Islands or Isle of Man in which you or the first named Policyholder normally resides; or
- (ii) if you are applying for insurance protection in your capacity as a sole trader or as a company the law applicable to that part of the United Kingdom, Channel Islands or Isle of Man which you have your principal place of business; or
- (iii) if the above does not apply, the law of England and Wales.

### E DATA PROTECTION ACT 1998

To enable us to provide a fast and efficient service to our clients we operate a centralised database of all information relating to your Policy including information provided to us on your Proposal Form, information contained within the Schedule of insurance, Policy periods and renewal dates, together with any correspondence that we might exchange. Under the Data Protection Act 1998 we need to obtain your consent to holding this information on our system.

If we should need to store any additional information we will of course approach you first to obtain your permission. This information is used for underwriting purposes and in the unfortunate event of a claim.

We may also share this information with Watkins Syndicate at Lloyd's and their service company Groves John & Westrup Limited. You have signified whether or not you are agreeable to this in the Proposal Form and we will of course follow your requests in that respect. We may also share this information with other insurers and/or the authorities. If you have any objections to us holding your information either in full or in part or wish to obtain details of information we are currently holding on you. Please let us know immediately or telephone our data protection manager, Jonathan Langford on 01636 707606.

Under this legislation we are only able to discuss your insurance with you unless we and you have specifically agreed to the contrary.

## **F RECORDING OF TELEPHONE CALLS**

For your protection your telephone calls may be recorded and monitored.

## **G CLAIMS AND UNDERWRITING EXCHANGE**

Insurers pass information to a claims and underwriting register. The aim is to help us check information provided and also to prevent fraudulent claims. When you tell us about an incident which may or may not give rise to a claim, we may pass information relating to it to the register.

You can ask us for more information about this.

You should show this notice to anyone who has an insured interest under this Policy.

## **H**

The Watkins Syndicate at Lloyd's in respect of their Yacht account, operate through a Lloyd's Service Company: Groves John & Westrup Limited who in matters of claim act on behalf of the Watkins Syndicate. Groves John & Westrup Limited's address is Silkhouse Court, Tithebarn Street, Liverpool, L2 2QW and any correspondence with the Watkins Syndicate should be addressed to Groves, John & Westrup Limited. Both Groves John & Westrup Limited and the Watkins Syndicate are members of the Munich Re Group.

## **I SUM INSURED**

This is an Unvalued Policy which means claims settlements are made on the basis of the open market value of the Personal Watercraft and other items we insure at their market value immediately before the loss or damage giving rise to the claim.

## **J TRAILERS**

Trailers are separately insured in this policy and the term Personal Watercraft includes the Trailer as identified in the Schedule.

## SECTION 2 - THE PERSONAL WATERCRAFT

### A COVER FOR THE PERSONAL WATERCRAFT

Subject to the warranties and the other terms of the Policy we shall cover you in respect of physical loss of or damage to the Personal Watercraft specified in the Schedule caused by:

1. fortuitous accidents or casualties of the seas, rivers, lakes or other navigable waters;
2. fire;
3. malicious acts other than theft or attempted theft;
4. theft provided that we have been advised of the serial number of the Personal Watercraft and provided the Personal Watercraft is either:
  - (i) attended; or
  - (ii) in a locked place of storage; or
  - (iii) on its Trailer, which is either:
    - (a) securely locked to a road vehicle and the road vehicle is either occupied or securely locked; or
    - (b) secured by a wheel clamp or a ball hitch lock;
5. damage in transit.

### B EXCLUSIONS TO COVER FOR THE PERSONAL WATERCRAFT

1. This Policy does not cover physical loss of or damage to the Personal Watercraft caused by:
  - (i) theft by trick or deception against you;
  - (ii) wear, tear or depreciation;
  - (iii) insects, marine borers, barnacles, marine growth, vermin, fungi or molluscs;
  - (iv) corrosion, rot, rust, mildew, dampness, weathering, electrolysis, osmosis;
  - (v) civil, criminal or administrative proceedings;
  - (vi) action by customs officers or executive action of a government or a government department unless arising out of an event which is covered by this Policy;
  - (vii) war, civil disturbance or terrorism;
  - (viii) mechanical or electrical breakdown;
  - (ix) by beaching or by any substance being drawn into the propelling machinery;
  - (x) scratching, bruising or denting during transit.
2. This Policy does not cover physical loss of or damage to the trailer tyres caused by the application of brakes or by punctures, cuts, bruises or by wear and tear.
3. We shall not pay the cost and expense of rectifying or repairing any fault in design or construction or any part which is subject to a fault in design or construction or to a latent defect or in respect of defective workmanship carried out or materials provided by an independent contractor employed to carry out maintenance, repairs or alterations to the Personal Watercraft.

### C AMOUNT PAYABLE IN THE EVENT OF LOSS OF OR DAMAGE TO THE PERSONAL WATERCRAFT

1. It is hereby agreed this Policy is not a valued policy and is an Unvalued Policy and the Sum Insured is our limit of liability.
2. We shall pay the market value of Personal Watercraft or trailer immediately prior to the loss or damage but not exceeding the Sum Insured if:

#### TOTAL LOSS

- (i) the Personal Watercraft or trailer is totally lost or destroyed;

#### CONSTRUCTIVE TOTAL LOSS

- (ii) the cost of recovering and/or repairing the Personal Watercraft or trailer would exceed the market value of the Personal Watercraft or trailer;

#### CONSTRUCTIVE TOTAL LOSS CAUSED BY LOSS OF USE

- (iii) You have been deprived of the free use and disposal of the Personal Watercraft or trailer for a period of 12 consecutive months, commencing during the period of insurance, except in cases of theft when the period shall be a reasonable period depending upon the facts of each individual case.

in each case less the Excess.

### **PARTIAL LOSS**

3. In all other cases we will pay the reasonable costs of recovering the Personal Watercraft or trailer and the reasonable cost of effecting repairs less the Excess but not exceeding the Sum Insured.

### **UNREPAIRED DAMAGE**

4. If we make a payment for partial loss and the Personal Watercraft or trailer is unrepaired at the time that the Personal Watercraft subsequently becomes a total loss or a constructive total loss, we will deduct the amount of the original payment from our payment for total loss or constructive total loss.

### **AVERAGE**

5. If at the time of any partial loss, the market value is greater than the amount shown on the Schedule, our liability will be limited to the proportion which the amount shown on the Schedule bears to the market value.

### **EXCESS**

6. The Excess applying in respect of:
  - (i) loss or damage to the Personal Watercraft is £150;
  - (ii) theft from a locked building is £250;
  - (iii) theft other than from a locked building is the greater of 15% of the Sum Insured or £350
  - (iv) drivers with less than one years experience of driving Personal Watercraft is doubled;
  - (v) drivers under the age of 25 is doubled.

## SECTION 3 - LIABILITIES

### A COVER FOR LIABILITY TO THIRD PARTIES

1. The Insured Persons as referred to in this Section are you or any other person using the Personal Watercraft with your permission.
2. Subject to the warranties and other terms of the Policy we shall cover the Insured Persons in respect of legal liability to another person (including another person insured under this Section) arising out of the Insured Person's interest in or use of the Personal Watercraft.

### B EXCLUSIONS TO COVER FOR LIABILITY OF OR TO THIRD PARTIES

1. This Policy does not cover the liability of or to or in respect of the following:
  - (i) any person employed by an Insured Person in any capacity;
  - (ii) loss of or damage to property belonging to or in the custody, care or control of an Insured Person other than the Personal Watercraft itself;
  - (iii) any person while engaged in any sport which involves being towed by the Personal Watercraft unless we have agreed in writing.
2. We do not cover liability caused or contributed to by recklessness or wilful misconduct on the part of the Insured Person.
3. We do not cover liability to third parties caused or contributed to by the trailer becoming detached from the towing vehicle or as a result of an accident occurring on a highway or public or private place whilst the trailer is attached to the towing vehicle.
4. We do not cover liability arising out of any contract.

### C AMOUNT PAYABLE IN RESPECT OF LIABILITIES TO THIRD PARTIES

We shall pay the following:

1. the amount which an Insured Person is held liable to pay a third party, up to the maximum sum noted on the Schedule in respect of any one event; and
2. the cost of an Insured Person in defending any claim brought against him, provided such costs are incurred with our prior written consent; and
3. the cost of an Insured Person at any inquest, inquiry or similar proceedings, provided such costs are incurred with our prior oral or written consent.

### D EXCLUSIONS TO THE AMOUNT PAYABLE

We shall not pay fines or punitive damages.

### E LIABILITIES TO AND OF WATERSKIERS

This section is only applicable if liability to and of waterskiers is noted on the Policy Schedule and you pay to us any additional premium required.

1. Subject to the warranties and other terms of the policy we shall cover liabilities to and of water skiers provided that no more than 2 persons are being towed or preparing to be towed by the Vessel at any one time.
2. Subject to the warranties and other terms of the Policy we cover liabilities to and of kneeboards, wakeboards, ringos, biscuits and tubes provided that no more than two persons are being towed or preparing to be towed by the Personal Watercraft at any one time.

## SECTION 4 - WARRANTIES

### A GENERAL NATURE OF A WARRANTY

1. A warranty is a promise by you that:
  - (i) some particular thing shall or shall not be done; or
  - (ii) some condition shall be fulfilled; or
  - (iii) a particular state of affairs does or does not exist.

### STRICT COMPLIANCE NECESSARY

2. A warranty must be strictly complied with and if it is not insurance cover ceases as from the date of the breach of the warranty.

### ALTERATION OR DELETION OF WARRANTIES

3. If you give us prior notice in writing that you wish to alter or delete a warranty we may, in our discretion, and upon payment of any additional premium required, agree in writing to such alteration or deletion.

### B PRIVATE PLEASURE PURPOSES

1. You warrant that the Personal Watercraft will be used for private pleasure purposes only and that it will not be let out for hire or reward or otherwise used for commercial purposes.

### USERS

2. You warrant that when the Personal Watercraft is in use on water:
  - (i) only experienced riders and helmsmen will be allowed to drive and/or helm the Personal Watercraft; and

### AGE

- (ii) Riders and Helmsmen:
  - (a) will be 16 years of age or over; or
  - (b) if under the age of 16 but over the age of 14 will be accompanied by an adult over 25 years of age who has at least one years experience of riding and/or helming such a craft and/or has the RYA training certificate for attendance and passed satisfactorily the examination for personal watercraft.

### ATTENDANCE WHILST AFLOAT

3. You warrant that the Personal Watercraft will not at any time be left unattended afloat.

### REGULATION

4. You warrant that you and all persons using the Personal Watercraft with your authority shall comply with all local bylaws and regulations relating to the use of Personal Watercraft and will comply with all navigational requirements and will not enter any excluded area.

### RACING AND SPEED TESTS

5. You warrant that the Personal Watercraft will not participate in any racing or speed tests or competitions of any type or any trials in connection therewith and will not undertake stunt riding and white water navigation.

### NUMBER OF PASSENGERS

6. You warrant that the Personal Watercraft will not carry passengers unless the Personal Watercraft is designed and certificated to carry more than one person and you warrant that the number of persons on board or being carried by the Personal Watercraft shall not exceed the manufacturer's design and specification.

### NO TOWING

7. You warrant that unless liability to and of waterskiers has been noted and agreed on the Policy Schedule, the Personal Watercraft will not tow any person or thing.

### OUT OF USE

8. You warrant that when the Personal Watercraft is not in use on the water it will be:
  - (i) attended; or
  - (ii) securely locked to a road vehicle and the road vehicle will be occupied or securely locked; or
  - (iii) secured by a hitch lock or a wheel clamp or in a locked place of storage.

### CRUISING AREA WARRANTY

9. You warrant that the Personal Watercraft will remain within the Cruising Area noted on the Schedule.

## SECTION 5 - GENERAL EXCLUSIONS

We do not cover physical loss or damage to the Personal Watercraft or liability caused directly or indirectly by or contributed to or arising from:

- (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or any nuclear assembly or nuclear component thereof;
- (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reactor or radioactive force or matter;
- (iv) the radioactive, toxic, explosive or any other hazardous or contaminating properties of any radioactive matter. The exclusion in the sub clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes have been prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
- (v) any chemical, biological, biochemical or electromagnetic weapons;
- (vi) the use or operation, as a means for inflicting harm, any computer, computer system, computer software programme, computer virus or process or other electrical system.

## SECTION 6 - GENERAL TERMS

### A SALE OR CHANGE OF INTEREST OF THE PERSONAL WATERCRAFT

1.
  - (i) Unless we agree in writing if during the period of insurance the ownership of the Personal Watercraft is sold or otherwise transferred the Policy will automatically be cancelled with effect from the date of the transfer.
  - (ii) Returns of Premium will only be given upon termination or cancellation of this Policy. If there has been a claim in the current period of insurance, no return of premium will be given.
  - (iii) If your Policy has been in force for more than one year, we will return part of the premium. If the Policy is cancelled during the first 3 months of the Policy period we will refund 50% of the premium. If the Policy is cancelled during the third and fourth months, a 25% refund will be given. If the Policy is cancelled between the fourth and twelfth month, no return of premium will be given.
2. You agree to inform us in writing of any change of ownership or interest in the Personal Watercraft within seven days of any change taking place.

### B CANCELLATION

This Policy may be cancelled by us at any time by 45 days written notice sent by prepaid post to the address shown in the Schedule or by mutual agreement, when we shall return to you a proportion of the premium paid in respect of the unexpired period of insurance as stated above.

### C RENEWAL

If you wish to renew the Policy you must, before the renewal is agreed, disclose to us any change of circumstances which is material to the risk. If you fail to do so we shall be entitled to avoid the renewed Policy with effect from the date of its commencement.

### D NO CLAIMS BONUS

1. If you renew this Policy you will be entitled to a reduction of the premium on renewal provided that:
  - (i) the net premium after deduction of any no claims bonus is not below the minimum premium charged by us; and
  - (ii) the Policy has been in force for 12 consecutive months; and
  - (iii) you renew it for a further period of 12 consecutive months; and
  - (iv) no claims have been made under this Policy.
2. The amount of the reduction is as follows:
  - (i) 5% for the first claim free year;
  - (ii) 10% for the second consecutive claim free year;
  - (iii) 15% for the third consecutive claim free year;
  - (iv) 20% for the fourth consecutive claim free year;
  - (v) 25% for the fifth consecutive claim free year.

### E ROAD TRANSIT

If the Personal Watercraft is carried on a trailer you must ensure that both the trailer and the towing vehicle are fit for the purpose and this Policy does not cover loss of or damage to the Personal Watercraft or liability to a third party attributable to a breach of this clause.

### F TRAILER

When the trailer is not being towed by a vehicle you will either protect it by a wheel clamp or ball hitch lock or place it in a locked place of storage. This Policy does not cover loss of or damage to the trailer attributable to a breach of this clause unless there is evidence of forcible and violent entry into or exit from such place of storage or forcible and violent removal of the wheel clamp or ball hitch lock.

### G ASSIGNMENT

We are not bound by any assignment of the Policy or any interest in the Policy or any money payable under the Policy unless we have agreed this in writing.

### H OTHER INSURANCES

We shall not pay for any loss or damage or provide any indemnity if at the time when the loss or damage occurs the Personal Watercraft, the trailer or the liability of the Insured Person is or would but for this insurance cover be covered by any other insurance. If, however, the insured value of the property covered by this Policy or the indemnity provided by this Policy is greater than the insured value or indemnity provided by such other insurance we shall, subject to the warranties and other terms of the Policy, pay the difference.

## SECTION 7 - CLAIMS

### NOTICE

1. In this Section "Insured Person" means any person whose property or liability is covered by this Policy.
2. The relevant Insured Person must:
  - (i) notify Noble Marine (Insurance Brokers) Limited using the contact details given at Section 1 of the Policy directly of any occurrence which might give rise to a claim under the Policy as soon as possible;

### WRITTEN REPORT

- (ii) provide Noble Marine (Insurance Brokers) Limited with a written report of the occurrence as soon as possible;

### THEFT ETC.

- (iii) notify the police as soon as possible of any theft, malicious damage or other crime involving the insured property;

### COURT PROCEDURAL RULES

- (iv) in the unlikely event of court action involving a third party:
    - (a) within seven days sign and return to us or constructively comment upon any statement of truth that they, or we representatives may require you to sign;
    - (b) search for and provide to us all documents that we, or our representative may require from you in relation to any claim under this Policy and within seven days sign and return to us any statement of disclosure that we, or our representative may request or comment constructively thereupon.

### REPAIRS

3. We shall have the absolute right in their discretion to decide where the insured property is to be repaired.

### CLAIMS CONTROL

4. We shall have the absolute right in their discretion and at their expense:
  - (i) to commence or take over and conduct the defence of any claim against or prosecution of any Insured Person arising out of an occurrence which might give rise to a claim under the Policy;
  - (ii) to commence or take over and conduct any claim brought in the name of an Insured Person to recover sums which are or which might be payable under the Policy;
  - (iii) to commence or take over and conduct the representation of an Insured Person at any inquest, inquiry or similar proceeding which might give rise to a claim under the Policy;
5. The relevant Insured Person shall give us such assistance as we may reasonably request for the purposes of exercising our rights under this Section;
6. The relevant Insured Person must pass on to us as soon as possible unanswered communications from third parties relating to any matter which might give rise to a claim under the Policy.
7. The relevant Insured Person must not without our prior written consent:-
  - (i) admit liability;
  - (ii) make any offer to settle, or compromise or pay a claim by a third party which might give rise to a claim under the Policy.