



**Watercraft
Third Party Liability
Policy Wording**

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1. Introduction

Welcome to your AIG Watercraft Insurance policy

Please note: Terms shown in bold in this **policy** have the meanings given to them in the general definitions section on page 7.

This policy is not complete without a schedule

This **policy** document is only valid when issued in conjunction with a Watercraft Insurance **policy schedule and should be read in conjunction with it.**

The **policy** is only valid provided the required insurance premium shown in **your schedule** has been paid.

2. General Information about this Insurance

Insurance Provider

This insurance is underwritten by AIG Europe Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (FRN 202628).

Registered in England: company number 1486260.

Registered address: The AIG Building, 58 Fenchurch Street, London EC3M 4AB.

About your Watercraft Insurance Policy

This **policy** wording along with **your schedule** and any appropriate endorsements or addenda that accompany it, form the basis of **your** contract of insurance with **us**. They should be read as one document. Together, these documents detail and explain what **you** are covered for and what **you** are not covered for.

You agree to pay the premium set out in **your schedule** and comply with **your** responsibilities described in this **policy**. Please read this **policy** wording to make sure that the cover meets **your** needs and please check the details outlined within **your schedule** and any applicable endorsements or addenda that accompany it to make sure that the information shown is correct.

We have relied on the information provided to **us** by **you** or on **your** behalf in connection with **our** agreement to provide insurance to **you** and the agreement is based upon that information. For this contract to be valid, all the information given to **us** by **you**, or on **your** behalf, must be true, complete and up to date. If there are any changes in **your** circumstances and/or the information **you** have provided is no longer true, valid or up to date, **you** must tell the intermediary who arranged this **policy** for **you**, or **us**, as soon as is reasonably possible, as this may affect **your policy** and **your** ability to claim under it.

Various provisions in this **policy** restrict or exclude cover. **You** must read the entire **policy** carefully to determine **your** rights and duties, and what is and is not covered. **We** have no duty to provide cover unless there has been full compliance with the general conditions and general exclusions contained on pages 14-19 of this **policy**.

Navigation and use

This insurance is only effective if an **occurrence** happens whilst the **vessel** is within the **navigational limits** set out in the **schedule** or at a place of storage ashore. The **vessel** is not insured whilst outside the **navigational limits** and **we** will not be liable to pay any claim following any **occurrence** which occurs whilst the **vessel** is outside the **navigational limits** set out in the **schedule**.

This insurance is not effective and no claim will be paid resulting from any event which occurs while the **vessel** is being used as a **houseboat** or is undergoing **major repair** or **alteration**.

Period of Cover

This insurance is valid for the **policy period** shown on **your schedule** unless cancelled or terminated in accordance with the terms of this **policy** or continued in accordance with the continuation of insurance clause stated in section 6 below.

Law and jurisdiction

This **policy** will be governed by English law and **you** and **we** agree to submit to the courts of England and Wales to determine any dispute arising under or in connection with it, unless **you** reside in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case the law applicable to that jurisdiction will apply and its courts will have exclusive jurisdiction, unless agreed to the contrary by **you** and **us** before the commencement date.

Unless **your schedule** provides to the contrary this **policy** is subject to the exclusive jurisdiction of the courts of England and Wales.

The terms and conditions of this **policy** will only be available in English and all communication relating to this **policy** will be in English.

Construction, severability and conformity to law

If any provision contained within this **policy** is, for any reason, held to be invalid, illegal, unenforceable in any respect, such invalid, illegal or unenforceable provision shall have no effect on any other valid, legal and enforceable provisions of this **policy**, and the valid, legal and enforceable provisions of this **policy** will continue to remain in full effect. Any invalid, illegal or unenforceable provision shall where permitted be construed by limiting it so as to be valid, legal and enforceable to the extent compatible with applicable law.

How we use Personal Information

We are committed to protecting the privacy of customers, claimants and other business contacts.

“**Personal Information**” identifies and relates to **you** or other individuals (e.g. **your** dependants). By providing **personal information you** give permission for its use as described below. If **you** provide **personal information** about another individual, **you** confirm that **you** are authorised to provide it for use as described below.

The types of personal information we may collect and why - Depending on **our** relationship with **you**, **personal information** collected may include: identification and contact information, payment card and bank account details, credit reference and scoring information, sensitive information about health or medical condition, and other **personal information** provided by **you**. **Personal information** may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Decision-making on provision of insurance cover and payment plan eligibility
- Assistance and advice on medical and travel matters
- Management and audit of **our** business operations
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance, including compliance with laws outside **your** country of residence
- Monitoring and recording of telephone calls for quality, training and security purposes
- Market research and analysis

Marketing

We will not use any **personal information** collected in relation to this insurance **policy** to send **you** any marketing communications, unless **you** expressly ask **us** to. As such, the “Marketing Preferences” section of **our** full Privacy Policy, and the other wording in **our** Privacy Policy that suggests **we** will market to **you**, do not apply to **you** unless **you** have expressly requested that **we** send **you** marketing communications. If **you** do expressly ask **us** to market to **you**, **you** may opt-out of any marketing communications that **we** may send **you**. To opt-out, contact **us** by e-mail at: opt-out@aig.com or by writing to: The AIG Building, 58

Fenchurch Street, London EC3M 4AB. **We** may still send **you** other important communications, e.g. communications relating to administration of **your** insurance **policy** or claim.

Sharing of personal information

For the above purposes, **personal information** may be shared with **our** group companies, brokers and other distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers. **Personal information** will be shared with other third parties (including government authorities) if required by law. **Personal information** (including details of injuries) may be recorded on claims registers shared with other insurers. **We** are required to register all third party claims for compensation relating to bodily injury to workers' compensation boards. **We** may search these registers to detect and prevent fraud or to validate **your** claims history or that of any other person or property likely to be involved in the **policy** or claim. **Personal Information** may be shared with purchasers and prospective purchasers, and transferred upon a sale of **our** company or transfer of business assets.

International transfer

Due to the global nature of **our** business, **personal information** may be transferred to parties located in other countries, including the United States and other countries with different data protection laws than in **your** country of residence.

Security and retention of personal information

Appropriate legal and security measures are used to protect **personal information**. **Our** service providers are also selected carefully and required to use appropriate protective measures. **Personal information** will be retained for the period necessary to fulfil the purposes described above.

Requests or questions

To request access or correct inaccurate **personal information**, or to request the deletion or suppression of **personal information**, or object to its use, please e-mail:

DataProtectionOfficer@aig.com or write to Data Protection Officer, Legal Department, AIG Europe Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB. More details about our use of **personal information** can be found in our full Privacy Policy at www.aig.co.uk/privacy-policy or **you** may request a copy using the contact details above.

Fraud prevention and detection

In order to prevent and detect fraud **we** may at any time:

- a. share information about **you** with other organisations and public bodies including the police;
- b. check and/or file **your** details with fraud prevention agencies and databases, and if **you** give us false or inaccurate information and **we** suspect fraud, **we** will record this. **We** and other organisations may also search these agencies and databases to:
 - i. help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
 - ii. trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
 - iii. check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity;
- c. undertake credit searches and additional fraud searches. **We** can supply on request further details of the databases **we** access or contribute to.

AIG Europe Limited is a member of the Insurance Fraud Bureau (IFB) www.insurancefraudbureau.org a not for profit organisation funded by the insurance industry, specifically focussed on detecting and preventing organised and cross industry insurance fraud. The IFB also maintains a Cheatline, where anyone can call 0800 328 2550 in confidence and anonymously if necessary, to report insurance fraud.

3. What is covered under this policy

Insuring agreement

This **policy** covers **you** against all **third party liability** risks of **bodily injury** or **physical loss** or **damage** incurred by third parties as a result of **your** ownership or control of the **vessel**, whilst used for **private pleasure**, that **you** or any **insured person** in control of the **vessel** is legally obligated to pay.

This cover is subject to the **navigational limits** and all **policy** terms, conditions and exclusions.

4. How much we will pay you

Subject to the conditions, exclusions and limits of liability set out in this **policy**, **we** will pay:

- (a) Damages that **you** or any other **insured person** in control of **your vessel** is legally obligated to pay for **bodily injury** or **physical loss** or **damage** incurred to third parties as a result of the ownership or control of **your vessel**.
- (b) Legal costs incurred with **our** prior written consent by **you** or any other **insured person** in bringing or defending any legal proceedings arising out of or in connection with an **occurrence** including proceedings before a coroner's court and proceedings to limit liability.
- (c) Any **pollution** related clean up costs caused as a result of the ownership or control of **your vessel**, fines or penalties resulting from a sudden identifiable, unintended and unexpected incident occurring entirely at a specific time and place.
- (d) The reasonable cost of removing the wreck of **your vessel** from any place from which **you** become legally obliged to remove the wreck of **your vessel** and the reasonable cost of disposing of the wreck.

We will be entitled to take over the conduct of any legal proceedings covered by this **policy** in the name of any **insured person**. It is a requirement for **our** liability to **you** for any loss covered under this section that all such **insured persons** co-operate fully with **us** in bringing or defending any such proceedings. If **you** or any other **insured person** fails to provide that co-operation **we** will have no liability to pay any claim under this section.

The most **we** will pay for all claims under clauses (a), (b), (c) and (d) above as a result of any one **occurrence** is the **Third Party Liability Limit** shown in **your schedule**. The **Third Party Liability Limit** applies separately to each **insured person** against whom a claim is made or a suit is brought, but **we** will not pay more than the **Third Party Liability Limit** shown in **your schedule** for any single **occurrence** regardless of the number of **insured persons**, **vessel** insured, claims made or persons injured.

5. General Definitions

Wherever the following words or phrases appear in the policy wording in **bold print** they will always have the meanings shown under them. Plural forms of the words defined have the same meaning as the singular form.

Accident/Accidental – means a sudden, unexpected and specific event occurring at a definable time and place.

Bodily Injury – means identifiable physical injury or harm to the body which is caused directly and solely by an **accident**, including sickness or disease, and is not intentionally self-inflicted.

Cancellation Date – means the first day of the next calendar month following the date **we** receive notice of cancellation from **you**.

Economic sanction – means any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America

Excess – means the amount shown on **your schedule** which will be deducted from any claims settlement **we** make.

Family Member – means **you**, or any member of **your** family who resides with **you** on a permanent basis but, for the avoidance of doubt, this excludes any person or persons employed to provide childcare, domestic services or maintenance services to **you** or **your** family.

Houseboat – means a **vessel** which is used for accommodation by any person other than a trespasser for more than four weeks in succession or for more than eight weeks in total in any period of three months unless the **vessel** is permanently cruising.

Insured Person – means **you**, any **family member**, any additional insured persons named in **your schedule** and any person operating **your vessel** with **your** permission or the permission of a **family member**, but only with respect to their legal liability arising out of its use. This does not include any person, company or other legal entity, or any of their agents or employees, operating a shipyard, boat repair yard, marina, vessel club, brokerage, sales agency, boat fueling facility or similar organisation.

Marine Environmental Damage – means the damage or loss to or alteration or destruction of any inland, coastal or marine habitat through direct or indirect contact with **your vessel**, including any **pollution** or contamination of any kind, whether arising directly or indirectly from the **vessel** or its operation.

Navigational Limits – means the geographical territory described in **your schedule** in which **your vessel** must be located at the time of any **occurrence** in order for cover under this **policy** to apply. A single temporary excursion out of the navigational limits specified in **your schedule** solely to avoid a bad weather system and/or ensure the safety of **your vessel** will not be considered by **us** to be a breach of the navigational limits.

Occurrence – means an **accident** which causes **bodily injury** or **physical loss** or **damage** to a third party for which you are legally liable. Continuous or repeated exposure to the same sudden and unexpected event or **accident**, unless excluded, is considered to be one occurrence.

Physical Loss or **Damage** – means loss of, or actual physical harm to or destruction of tangible property belonging to a third party which is insured under this **policy**.

Policy – means this Watercraft policy wording and **your schedule** together with any written changes to the **policy** by way of endorsements or addenda issued by **us**.

Pollution – means:

- i. the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **pollutants** at any time;
- ii. any cost, expense, claim or suit arising out of any request, demand or order as a result of actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **pollutants** at any time that **you** or any **insured person** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralise or in any way respond to, or assess the effects of **pollutants**.

Pollutant – means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste. Waste is deemed to include materials to be recycled, reconditioned or reclaimed.

Policy Period – means the period commencing on the effective date shown in **your schedule** and ending on the earlier of the expiry date shown in **your schedule** or the **cancellation date**. All **physical loss or damage** and **bodily injury** giving rise to any claim under this **policy** must occur during the policy period. If anyone becomes an **insured person** under **your policy** after the effective date, then in respect of that **insured person**, the policy period begins as of the date such person becomes an **insured person** and ends on the earlier of the expiry date or the **cancellation date** or when such **insured person** no longer meets the definition of an **insured person**.

Private Pleasure – means the use of **your vessel** for the personal pleasure of **you** and **your** guests. Any use of **your vessel** for which payment, whether in money or by any other means, is made, sought or received is not “Private Pleasure” use.

Seaworthy – means well maintained and in good repair and properly equipped and provisioned and in all other respects in a condition to withstand the ordinary action of wind and waves in the cruising area for which **your vessel** is insured without sustaining damage. **Your vessel** will not be seaworthy for the purpose of this **policy** if at the time of any **occurrence** either the person in command of the **vessel** or the person steering the **vessel** is under the influence of alcohol or drugs.

Schedule – means the document that forms part of **your policy** and must be read in conjunction with the **policy**. The **schedule** describes **you**, the cover that applies, the **policy period** and details of **your policy**.

Tender – means any vessel that is carried on board and used in conjunction with **your vessel** which is under 8 metres in length.

Terrorist Act – means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or the performance of an act dangerous to human life or property, against any individual or group of individuals, property or government, with the objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not.

Third Party Liability – means any claim for compensatory damages by a third party, against **you** or an **insured person**, as a result of **your** ownership or control of the **vessel**, whether settled and agreed to in writing by **us** or resolved by arbitration or other judicial proceedings.

Third Party Liability Limit – means the maximum amount **we** will pay in respect of any claim made under clause 4 as shown in **your schedule**.

United Kingdom/UK – means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man

Vessel – means the **vessel** identified in **your schedule** and the gear and equipment which would usually be sold with the **vessel**. It includes any trailer and cradle in the same ownership as the **vessel** and used exclusively for the **vessel**. It also includes the additional equipment, accessories, **tenders** and outboards stated in **your schedule**.

War – means military action, either between nations or resulting from civil war or revolution.

We/Us/Our – means AIG Europe Limited.

You/Your – means the person or any legal entity (including any individuals, shareholders, partners, members or beneficiaries of that legal entity) named in the **schedule** as the proposer, who is the owner of the **vessel**.

6. Scope of cover and general provisions

Residency

You and all **insured persons** must have **your** main home in the **United Kingdom** at the time **you** buy or renew this **policy**.

If **you** are a resident of the Channel Islands and the Isle of Man **you** must have **your** main home in the Channel Islands or Isle of Man respectively.

Age Limits

The person buying this insurance must be between 21 and 80 years of age at the date of buying or renewing this **policy**.

If **your vessel** is being sailed in tidal or coastal waters **you**, or an **insured person** who is over the age of 18, must be on board at all times.

Continuation of Insurance

If the **vessel** is at sea when this **policy** expires, it will automatically continue until the **vessel** arrives safely at the next port of call provided that **you** notify **us** as soon as reasonably possible and agree to pay an additional premium as reasonably calculated by **us**. Any additional premium will be calculated relative to **your** initial premium and based on the number of days of additional cover provided.

Economic Sanctions

We will not be liable to provide cover (including payment of a claim or provision of any other benefit) under this **policy** if **we** are prevented from doing so by any **economic sanction** which prohibits **us** or **our** parent company (or our parent company's ultimate controlling entity) from providing cover under this **policy**.

Economic sanctions change from time to time and can include prohibiting the transfer of funds to a sanctioned country, freeze the assets of a government, the corporate entities and residents of a sanctioned country, or freeze the assets of specific individuals or corporate entities.

This means that if **you**, or any third party who has suffered a loss which would otherwise be covered under the **policy**, are the subject of an **economic sanction** **we** may not be able to provide cover under the **policy**.

7. Cancellations and Refunds

Policy and premium alteration

For monthly paid policies, **we** will notify **you** of any changes to the terms and conditions, including the premium, of this **policy** by giving **you** 30 days' notice in writing to **your** last known address. For annually paid policies, **we** will notify **you** of any changes to the terms and conditions, including the premium, of this **policy** by giving **you** 30 days' notice prior to the anniversary of the effective date shown in **your schedule** in writing to **your** last known address. **We** will only make a change in order to reflect a change to **your** circumstances, in the event of any change in the law affecting this **policy**, for example a change in Insurance Premium Tax, or to reflect a change to **our** underwriting approach.

If the changes are acceptable to **you** then this **policy** will continue.

If the changes are not acceptable, **you** may cancel this **policy** in accordance with the cancellation provisions set out below. If **you** cancel, for monthly paid policies claims made from the next premium due date following the date **we** receive notice of the cancellation will not be payable except where the event giving rise to the claim arose prior to such premium due date. For annually paid policies, claims made from the first day of the next calendar month following the date **we** receive notice of the cancellation will not be payable except where the event giving rise to the claim arose prior to such premium due date. **We** will return

to **you** any premium already paid to **us** in advance for cover that is unused at the date of cancellation.

You are responsible for notifying **insured persons** of such cancellation or any changes to the terms and conditions.

Cancellation and cooling off period

Your right to cancel the policy within the cooling off period

You may cancel this **policy** within 15 days of the **policy** commencing or of **you** receiving the **policy** documentation (whichever is the later). **You** may cancel this policy by giving **your** intermediary notice in writing to:

CETA Insurance Limited
CETA House, Cromwell Business Park
Chipping Norton
Oxfordshire
OX7 5SR

We will give **you** a full refund of any premiums paid less any claim payments. Refunds will be returned to **you** within 30 days from the date **we** receive notice of cancellation, for **you** to pass on to any **insured persons** if applicable.

If within this cooling off period an **insured person** has made a claim which is covered under this **policy**, **we** will only refund the part of the premium in proportion to the period of unused cover. This will be returned to **you**.

Your right to cancel the policy after the cooling off period

You may cancel this **policy** at any time by giving **your** intermediary notice using the contact details above.

For annually paid policies, cover will stop on the first day of the next calendar month following the date **we** receive notice of the cancellation. The premium for the period up to the date when the cancellation takes effect will be calculated and any unused portion of the premium which has been paid in advance will be returned to **you** less any claim payments.

For monthly paid policies, cover will stop from the next premium due date following the date **we** receive notice of the cancellation.

Our right to cancel the policy

We have the right to cancel this **policy** by giving **you** at least 30 days notice in writing at **your** last known address where **we** have serious grounds for doing so, including any failure by **you** or any **insured person** to pay the premium in accordance with clause 7 under section 11 General Conditions or to comply with the conditions set out in this **policy** which is incapable of remedy or which **you** fail to remedy within 30 days of receiving a notice from **us** requiring **you** to remedy the breach. **You** will receive a proportionate refund of the premium paid from the date **we** cancel the policy except where there is an instance of fraud, and provided a claim has not been made during the **policy period**.

In the event that **we** are no longer able to provide cover, **we** will give **you** at least 60 days notice in writing to **your** last known address, in advance of the premium due date.

You are responsible for promptly telling other **insured persons** that this **policy** has been cancelled.

No person other than **you** and **us** has the right to cancel this **policy**.

8. How to make a Claim

We must be notified as soon as it is reasonably possible after the event which causes the potential claim. If **you** need to notify **us** of a potential claim under any section of **your policy** one of **our** dedicated claim specialists will be available 24 hours a day, 7 days a week on the telephone number below. Calls may be monitored or recorded to improve **our** service and for security or regulatory purposes. **You** will need to provide **your** name and **your policy** number at the time of reporting a potential claim.

To make a claim under this **policy** please contact **our** claims administrator:

In writing: AIG Boat Claims, 14-16 Park Place, Cardiff, CF10 3DQ

By Telephone: +44 (0)845 600 7851

By Fax: +44 (0)2920 388 529

By E-mail: aigboat@cl-mar.com

You and any **insured person** must take all reasonable steps to avert or minimise liabilities to third parties. In particular, **you** and all **insured persons** must not make any admission of liability for salvage or for any liability to a Third Party. If **you** do so, **we** may not be obliged to reimburse **you** or any **insured person** in respect of such salvage or other liability.

In addition to sums otherwise payable under this **policy** **we** will pay the **reasonable costs** of any steps which **you** properly take in accordance with **your** obligations under this condition.

In the event of an **occurrence** which is likely to give rise to a claim under this **policy**, or if **you** or any other **insured person** under this **policy** is sued in connection with an **occurrence** which may be covered under this **policy**, **you** or the **insured person** must:

- (a) as often as **we** reasonably require:
 - i. provide **us** with any records and/or documents **we** request; and
 - ii. answer truthfully any question put to **you** by **us** and provide **us** with a signed statement to that effect if reasonably required by **us** that sets out to the best of **your** knowledge:
 - the time, place and cause of the **occurrence**; and
 - details of any other insurance which may cover the **occurrence** and the full amount claimed under each **policy** for which a claim is made;
- (b) provide **us** with the names and addresses of any known persons injured and any available witnesses;
- (c) provide **us** with demand letters, legal documents and other documents in **your** possession which may help **us** defend **you** or any **insured person**;
- (d) assist and co-operate with **us** in the conduct of the defence by helping **us**:
 - i. to reach a settlement;
 - ii. to enforce any right of contribution or indemnity against any person or organisation who may be liable to **you** or an **insured person**;
 - iii. to attend hearings and trials; and
 - iv. to secure and give evidence and obtain the attendance of witnesses.

All claims, unless otherwise stated, will be reduced on payment by the amount of the **excess** set out in **your schedule** in respect of each and every loss or series of losses arising out of any one **occurrence**.

To help **us** prevent fraudulent claims, **we** will store **your** personal details on **our** systems and **we** may transfer **your** personal details to a centralised system. **We** keep this information in line with the conditions of the Data Protection Act. Please see 'how **we** use personal information' above for more details.

9. How to make a Complaint

We believe **you** deserve a courteous, fair and prompt service. If there is any occasion when **our** service does not meet **your** expectations please contact **us** using the appropriate contact details below and provide **your policy** number and where appropriate, Claim Number and **your** name to help **us** deal with **your** comments quicker.

Claims related complaints:

AIG Boat Claims Manager

14-16 Park Place, Cardiff, CF10 3DQ

Telephone: 0845 600 7851

Facsimile: +44 (0)2920 388529

Email: aigboat@cl-mar.com

All other complaints:

Personal Lines Manager

AIG Europe Limited, 58 Fenchurch Street, London, EC3M 4AB

Phone: +44 (0)20 7063 5533

E-mail: pl.referrals@aig.com

We will acknowledge the complaint within 5 business days of receiving it, keep **you** informed of progress and do **our** best to resolve matters to **your** satisfaction within 8 weeks. If **we** are unable to do this **you** may be entitled to refer the complaint to the Financial Ombudsman Service (FOS) who will review **your** case. **We** will provide full details of how to do this when **we** provide **our** final response letter addressing the issues raised.

Please note: The FOS will not consider a complaint if **you** have not provided **us** with the opportunity to resolve it previously.

The FOS address is:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

+44 (0)8000 234 567

(free for people phoning from a "fixed line", i.e. a landline at home)

Telephone:

+44 (0)300 123 9 123

(free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

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

Following this complaint procedure does not affect **your** right to take legal action.

10. Compensation

Financial Services Compensation Scheme (FSCS)

AIG Europe Limited is covered by the FSCS. If **we** are unable to meet **our** financial obligations **you** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

For insurance required by law, 100% of **your** claim is covered without any upper limit. For all other types of insurance, 90% of **your** claim is covered, without any upper limit. Further information about compensation scheme arrangements is available at **www.fscs.org.uk** and on **020 7741 4100**, or **0800 678 1100**.

11. General Conditions

The following conditions apply to all sections of this insurance. To have the full protection of this **policy you** must comply with the following conditions. Failure to comply with any condition may result in **your** claim being denied or may affect the amount **we** pay. The extent of **your** failure to comply with the conditions may determine whether **we** deny any claim made under **your policy** or the amount **we** pay to **you** in the event of a claim.

1. When completing an application for this **policy**, or to vary or renew this **policy**, reasonable care must be taken by **you** to ensure that any information given to **us** by **you** (whether directly or indirectly) is accurate and complete, including when answering questions **we** may ask and/or in providing confirmation of or amending any information previously given to **us**. If there are any changes to **your** circumstances and/or the information **you** have provided is no longer true, valid or up-to-date **you** must tell **us** as soon as is reasonably possible as this may affect **your policy** and **your** ability to claim under it.
2. This **policy** is non-transferable or assignable unless agreed by **us** in writing.
3. The benefits detailed in this **policy** in respect of **your vessel** are only payable to **you** or an **insured person** or their legal representative and any claim may only be presented by **you** or an **insured person** or their legal representative.
4. Any fraud, deliberate dishonesty or deliberate hiding of information connected with **your** application for this **policy** or in connection with a claim will make this **policy** invalid. In this event, **we** will not refund any premium and **we** will not consider for payment any claims which have not already been submitted to **us**. Where claims have been made by **insured persons** (other than **you**) under this **policy**, but remain unpaid, prior to the discovery of the fraud, deliberate dishonesty or deliberate hiding of information where the **insured person** making the claim had no involvement in it, such claims will be considered for payment in the usual way.
5. Any fraud, deliberate dishonesty or deliberate hiding of information by an **insured person** at any time will make this **policy** invalid so far as it concerns cover for that **insured person**. If this happens, the **insured person** will lose any benefit due to them and they must pay back any benefit that **we** have already paid.
6. If any claim is found to be fraudulent, or if **you** or any **insured person** gives misleading information when making a claim, the claim will be declined and **you** or the **insured person** shall forfeit all entitlements and benefits under this **policy**. No refund of premium will be allowed and **we** may inform the police, government or other regulatory bodies in these circumstances.
7. **You** must pay the premium shown in **your schedule**. No claim will be met under this **policy** if the premium has not been paid.

The premium is to be paid either monthly by direct debit or annually as shown on **your schedule**. The premium is due on the first premium due date and on each monthly or annual anniversary depending if **you** pay monthly by direct debit or annually as stated in **your schedule**. If **you** pay premiums on a monthly basis, each payment of premium **you** make is for the following month's cover.

If any premium is not paid on the date it is due **we** will notify **you** in writing and **you** will have 30 days in which to pay it. If it is not paid during that period, this **policy** will automatically be cancelled, in accordance with the provisions in section 7 Cancellations and Refunds, from the date on which the unpaid premium was originally due and no claim will be paid that occurs after the original due date. If the premium is paid during the 30 day period, then cover will operate as if it had been paid on the due date.

If **you** cancel your monthly payment before the end of the **policy period**, **we** will cancel **your policy** from the final day of the month in which the last premium was paid.

8. **Your vessel** must only be used for **private pleasure** purposes.
9. **Your vessel** must not be used for charter or for any commercial use unless **we** have specifically agreed in advance in writing that **your vessel** may be used for other purposes and **you** have agreed to pay any additional premium which **we** reasonably require.
10. If **your vessel** is being sailed in tidal or coastal waters **you**, or an **insured person** who is aged over 18 years, must be on board at all times.
11. **Your vessel** must only be sailed or otherwise navigated between the hours of sunrise and sunset local time and for no more than a cumulative total of 100 nautical miles per day unless otherwise agreed by **us** in writing in advance.
12. **Your vessel** must be maintained in a **seaworthy** condition at all times while afloat. Delegation of all or any part of the obligation to maintain **your vessel** in a **seaworthy** condition shall not relieve **you** of the consequences of any breach of this condition.
13. **You** and each **insured person** must take all lawful, reasonable precautions, to mitigate any loss payable under this **policy**.
14. **You** and all persons on board **your vessel** must comply at all times with all relevant laws and ensure that **your vessel** conforms in all respects with all applicable safety regulations. Any permits or licences required for the legal operation of **your vessel** must be obtained, observed and maintained in force.
15. If **you** or an **insured person** has the right to recover all or part of any payment made under this **policy**, those rights of recovery are transferred to **us** following, and to the extent of, **our** payment under this **policy**. **You** and any **insured person** must not do anything after the loss to impair such rights of recovery. At **our** request, **you** or an **insured person** will bring an action at **our** expense, transfer those rights to **us** and help **us** enforce them or **your** rights and cooperate with **us** in **our** attempt to recover **our** payment. No one covered under this **policy** or acting on their behalf shall waive, limit or impair **our** right to recover and/or the amount to recover against a third party before or after a loss.
16. All claims must be notified as soon as is reasonably possible after the event which causes the claim. Failure to do so may result in **our** rejection of the claim if it is made so long after the event that **we** are unable to investigate it fully, or may result in **you** not receiving the full amount claimed for if the amount claimed is increased as a result of the delay.
17. Only **you** (or **your** executor or personal representative in the event of **your** death), an **insured person** (or an **insured persons** executor or personal representative in the event of an **insured persons** death) and AIG Europe Limited may enforce the terms of this policy and the provisions of the Contract (Rights of Third Parties) Act 1999 do not apply.
18. No change or modification of this **policy** shall be effective except when made by a written endorsement issued by **us**.
19. No **insured person** shall join **us** in any action against any other person.
20. Unless **we** have agreed otherwise, when other insurance applies to a loss covered under this **policy**, **we** will pay only the rateable proportion of the loss that **our** amount of cover bears to the total amount of insurance covering the loss.
21. An **insured person's** bankruptcy or insolvency shall not relieve **us** of any of **our** obligations. However, an **insured person** must notify **us** immediately upon filing or service of legal documents initiating any such proceedings. Further, if an **insured person**

dies or becomes bankrupt or insolvent during the **policy period**, this **policy**, unless cancelled by the **insured person's** legal representative, will cover the **insured person's** legal representative for the remainder of the **policy period**.

12. Exclusions

Exclusions apply to all sections of this **policy**.

We will not cover the following:

1. Any claim where the required premium has not been paid in full or where **your** monthly premiums are not up to date.
2. Any claim that occurred outside of the **policy period**.
3. Any claim arising from **you** or an **insured person** being involved in any deliberate, malicious or reckless act.
4. Any claim where any person has paid to be on the **vessel** or is on the **vessel** in consequence of the commercial use of the **vessel**, unless **we** have agreed otherwise in writing.
5. Any claim caused by any **insured person** in control of **your vessel** for any reason other than **private pleasure** unless **we** have agreed otherwise in writing.
6. Any use of **your vessel** for any illegal purposes including but not limited to, the transport of any illegal substance.
7. Any claim for **Marine Environmental Damage**.
8. Any claim arising where **your vessel** is used in, or training for, racing competitions, trials, rallies or speed testing, unless agreed by **us** in advance and shown as covered under 'Racing Use' on **your schedule**.
9. Claims settled with a third party without **our** written consent regardless of the cause of loss, or any cost, expense or judgement for an action in the absence of **our** written consent.
10. Any claim arising from:
 - deliberately self-inflicted injury or illness;
 - the use of drugs other than in accordance with the manufacturer's instruction or as prescribed and directed by a registered doctor;
 - the use of drugs for the treatment of drug addiction;
 - the use of any illegal drugs or substances;
 - the misuse of a solvent or solvents by inhalation; or
 - deliberate or reckless exposure to danger (except in an attempt to save human life).
11. Any claim where the **occurrence** was caused by any person in control of **your vessel** who is under the influence of alcohol.
12. Any claim arising from any journey outside of the **navigational limits**.
13. Expenses reimbursed by **your** or an **insured persons'** employer's insurer.
14. Any obligation for which **you** or any **insured person** may be held liable under any employment law, disability benefits or unemployment law or any similar law.
15. Any claim assumed under any contract, unless such liability would have arisen in the absence of such contract.
16. Any fine or penalty or for any liability for multiple, exemplary or punitive damages other than those specifically set out in clause 4(c) of this **policy**.

17. The towing of any vessel or other object by **your vessel**. This exclusion shall not apply to the occasional towing of any **tender** which is under 8 metres in length or where **your vessel** tows any other vessel which is in imminent danger.
18. Any claim arising from, or in connection with, any fraudulent, dishonest or criminal act committed by **you**, any **insured person** or any person with whom they are in collusion (including loss or damage arising from, or in connection with, transporting contraband or illegal trade).
19. The use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
20. **Physical loss or damage or bodily injury** due to :
- (i) smoke, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, vermin, insects, wear and tear or act of God;
 - (ii) mechanical failure, electrical failure, software failure, or data failure including, but not limited to any electrical power interruption, surge, brownout or blackout, or telecommunications or satellite systems failure, unless such failure results in an accidental collision;
 - (iii) pressure waves from aircraft or other aerial devices travelling at supersonic speeds;
 - (iv) ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning of nuclear fuel; or
 - (v) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
21. **Physical loss or damage or bodily injury** resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss or damage;
- (i) **war**, invasion, acts of foreign enemies, hostilities, or warlike operations (whether **war** is declared or not), civil war, mutiny, riot, civil commotion assuming the proportions of or amounting to a popular uprising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition by or under the order of any Government or public or local authority;
 - (ii) any **terrorist act**, meaning an act including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or other purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
21. Any **third party liability** while **your vessel** is in transit by road, rail, sea or air journeys.
22. **Physical loss or damage or bodily injury** to any person if that person is trespassing on **your vessel**.
23. Any claim to or caused by any person engaged in any form of underwater diving from **your vessel** which involves the use of breathing apparatus.
24. Any claim by or caused by any person engaged in parascending or any similar or associated activity while under tow of **your vessel** or preparing to be under tow of **your vessel**.
25. Any claim by or caused by any person engaged in water-skiing, bare foot skiing, aquaplaning or any similar or associated activity while under the tow of **your vessel** or preparing to be under tow of **your vessel**. This exclusion will not apply if a monetary limit is shown against the description "Water-ski Liability Limit" on **your schedule**. In those circumstances **our** total liability arising in respect of these activities together with any

liability under clause (b) under section 4 shall be limited to the amount shown in **your schedule**.

26. If **your vessel** is sold, transferred to a new owner, or any interest in the owning legal entity is changed, this **policy** will be cancelled from the time of such sale, transfer or change of ownership.

If **your vessel** is at sea at the time of such sale, transfer or change, this insurance will continue until its arrival at a safe port, as per the provisions set out in section 7, Cancellations and Refunds.

Summary of important contact details

If you have any questions relating to your policy or wish to make any changes, please contact your agent directly

CLAIMS – AIG Boat Claims

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The claims department is open 24 hours a day, 7 days a week



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