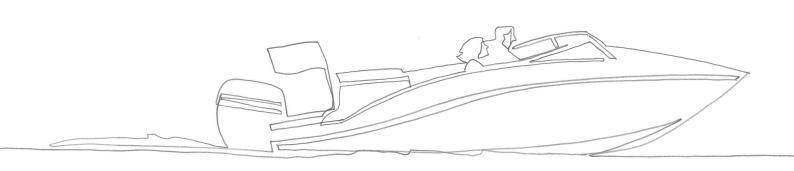
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# **Policy Contents**

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# contacts

#### Claim helpline

Direct Dial: +44 (0)300 202 0405 Email: yacht.claims@beazley.com

#### **Out of Hours Claims Assistance**

+44 (0)208 502 6999

This number will be available between the hours of 5pm and 10pm on weekdays and between 8am and 10pm on weekends. Out of these hours there is a voicemail facility which is monitored regularly.

#### **Office Address**

Lloyd's Insurance Company S.A. Bastion Tower Marsveldplein 5 1050 Brussels Belgium

#### How to make a Claim

In the event of any happening or event likely to give rise to a claim under this **Policy** immediate notice must be given, in writing, with full particulars to the broker named in the **Schedule**, or to:

#### **Beazley Marine Claims Contact Details**

Address: Beazley Group, 22 Bishopsgate, London, EC2N 4BQ .

Main Switchboard Tel: +44 (0)20 7674 7000 / Fax: +44 (0)20 7674 7103

#### Claims Payments

All claims are payable by **Insurers** from London to **Your** bank account.

#### Claims Procedure

**We** shall not be liable to pay any claim under this **Policy** unless **You** comply with the following conditions:

The **Assured** must act prudently and as if uninsured, at all times, to minimise loss and/or damage to the insured **Vessel or Craft** and to protect any recovery rights that are available. Failure by the **Assured** to act in accordance with these conditions may prejudice the claim being made under the **Policy**.

The **Assured** must then take the following steps:

 ensure that **Insurers** are informed about the event as soon as reasonably possible from discovery including the submission of all written particulars, supporting documentation and correspondence regarding the event including invoices,



statements or other documents evidencing the amount being claimed and that the **Assured** does not admit any liability, or offer or promise payment without written consent of **Insurers** 

- take reasonable measures to safeguard or recover the insured Vessel or Craft, avoid or minimise any loss, damage or expense to the insured Vessel or Craft. Insurers will pay the costs of such measures provided that they are both reasonable and necessary
- 3) properly preserve and exercise all rights against third parties, specifically
  - a) do not release those parties from liability
  - b) inform the police as soon as possible after a theft has occurred
  - c) in the event of a **Salvage** payment arising under this **Policy**, consult **Insurers** or **Insurers**′ nominated settling agent before signing any **Salvage** agreement.

#### Fraudulent Claims

If any claim is fraudulent or false or intentionally exaggerated (whether ultimately material or not) in any respect, **Insurers** may refuse to pay the whole or part of the claim to the extent permitted by law, and also may be entitled to invalidate or cancel the **Policy**.

#### Recovery Rights

When **Insurers** settle a claim, they may pursue recovery rights against a third party who caused the loss or damage. The **Assured** agree that:

- a) Insurers may act in the Assured's name in such recovery action;
- b) the **Assured** will give **Insurers** reasonable and prompt assistance with such actions;
   and
- Insurers retain full discretion in the conduct of any legal proceedings or in settlement of any claim.

#### Waiver

Measures taken by the **Assured** or **Insurers** with the object of saving, protecting or recovering the insured **Vessel** or **Craft** shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

#### Waiver of Rights

Where another person(s) is liable to compensate the **Assured** for any loss or damage covered by this **Policy** but the **Assured** have previously agreed not to seek recovery from that person(s), then **Insurers** will reduce their liability under the **Policy** contract.

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# Policy wording

# Introduction

This **Policy** has been specially arranged between the **Assured** and the **Insurers** whose name and address appears elsewhere within this **Policy**.

The  ${f Policy}$  is a legally binding contract between the  ${f Assured}$  and the  ${f Insurers}$  and comprises in its entirety;

- a. this **Policy** wording
- b. the Schedule to this Policy
- any Endorsement and or other written amendment to the Policy wording or to the Schedule, issued by or on behalf of the Insurers

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#### **Definitions**

In this **Policy** words shown in **bold** have special meanings. They have the same meanings wherever they appear. These words are:

Actual Total Loss Means a loss where the insured Vessel or Craft is completely

destroyed or irretrievably lost.

Agreed Value This is the total sum insured shown in the Schedule, which

represents the value of the insured **Vessel or Craft** as

declared by  $\boldsymbol{You}$  and agreed by  $\boldsymbol{Us}.$ 

All Risks An All Risks policy covers damage due to some fortuitous

circumstance or casualty, that is to say, an event occurring by accident or chance. These words should not be understood to cover all damage howsoever caused. Such damage as is inevitable from ordinary wear and tear and inevitable

depreciation is not covered within the Policy.

**Assured/You/Your** Means the individual (s) or company (ies) named in the

**Schedule**, whose liability and property are covered by this

Policy.

**Bodily Injury** Sudden and accidental physical injury, excluding any

sickness, disease or degenerative medical process

**Constructive Total** 

Loss

A claim for **Constructive Total Loss** shall be recoverable when the cost of recovery and/or repair of the insured **Vessel** or **Craft** exceeds the insured value following an insured loss

under the **Policy.** 

**Consumable Stores** Items such as food, drink, lubricants, fuel, paint and boiler

water that are used up in the operation of the insured Vessel

or **Craft** 

**Cruising Area** Means the area permitted for navigation of the insured

Vessel or Craft whilst In Commission as stated in the

Schedule.

**Deductible or Excess** Means the sum shown in the **Schedule**, this **Policy**, or an

**Endorsement** to this **Policy** (if any) which any loss or claim must exceed before **Insurers** will be liable under this **Policy** and which **Insurers** will not be liable to pay in respect of each loss. The amount of the **Deductible** or **Excess** will be deducted from each and every loss, where applicable.

Where a **Deductible** or **Excess** is expressed as:

- A specified sum it means the amount specified
- A percentage it means the monetary equivalent of such percentage of each loss,

provided that, where a claim is made in respect of more than one occurrence, the **Deductible** or **Excess** will apply as though a claim was made for each individual occurrence.

Electronic Navigational Equipment Means a device used on the insured **Vessel or Craft** that integrates GPS data with an electronic navigational chart to assist **You** to plot and follow a course, and / or electronic self steering gear that maintains a chosen course without constant human action.



**Endorsement** A change to the **Policy** agreed by **Us** in writing.

Fishing Gear Supplies and equipment used for and/or in relation to fishing

**Hot Works** Means work activities that involve the application or

generation of heat during their execution. Such activities include: burning-off with gas torches, abrasive grinding and cutting, gas cutting, electric welding and tar boilers

**Houseboat Use** Means the permanent occupation of the insured **Vessel** or

> Craft as a dwelling place for a period in excess of thirty consecutive days during the **Period of Insurance**, unless the

insured Vessel or Craft is cruising.

Means Lloyd's Insurance Company S.A. Insurers/We/Us/Our

In Commission Means the period when the insured **Vessel** or **Craft** is

prepared and ready for the Assured's immediate use.

Laid up Out of Means the agreed period stated in the Schedule when the Commission

insured **Vessel** or **Craft** is not prepared for immediate use by

the **Assured**.

**Latent Defect** A defect which is not discoverable by the exercise of

reasonable care.

Limits This is the maximum extent of **Insurers'** liability for any one

accident or loss.

Loss of Limbs Loss by physical separation at or above the wrist or ankle or

the total and permanent loss of use of one, or more than one

entire hand, arm, leg or foot.

**Malicious Code** A virus, Trojan horse, worm or any other similar software

> program, code or script intentionally designed to insert itself into computer memory or onto a computer disk and spread

itself from one computer to another.

Machinery Includes, but is not limited to, engines, generators, air-

> conditioning units, electrical and mechanical equipment, tanks, gear-boxes, exhaust systems, shafts, thrusters, propellers, stability and or steering equipment, drive trains,

and their connectors

Period of Insurance As stated in the **Schedule**. Cover will not attach prior to the

beginning of the period stated and will cease at the end of the

period.

Permanent Total Disablement

Disablement lasting for 52 consecutive weeks and will in all probability prevent a person from engaging in their usual occupation and where there is no prospect of recovery.

Personal Effects Includes items of clothing and articles of a personal nature

> which are kept or used on board the insured **Vessel or Craft** that are not normally sold with the insured Vessel or Craft.

**Policy** Means this **Policy** wording, the current **Schedule** and any

Endorsement, all of which are to be read together and any word or expression to which a specific meaning has been attached in any part of the **Policy** or the **Schedule** shall bear the same meaning wherever it may appear. In the event of any ambiguity between the **Policy** and the **Schedule**, the

**Schedule** shall take precedence.

**Premium** Means the **Premium** specified in the **Schedule** or, any

**Endorsement Premium.** 

**Protective Covers** Biminis, sprayhoods, sail covers, cockpit covers, awnings or

any cover that offers some form of protection to You or the

insured Vessel or Craft.



#### Racing

Means any organised yacht Racing event held under the auspices of a sailing club, a class association, the Royal Yachting Association or similar body. The insured Vessel or Craft is said to be Racing from the moment of the preparatory signal and continues until such time as the insured **Vessel** or **Craft** crosses the finishing line or signals retirement from the race.

#### **Renewal Premium**

The **Premium** paid when renewing this **Policy** to cover a

subsequent Period of Insurance.

Salvage

A Salvage is an act or activity undertaken to assist a Vessel or Craft or property in danger, where that Vessel or Craft or property is in water.

Schedule

The document showing Your name, Your, address, and Your insurance details that **We** sent to **You** when **We** accepted this insurance, or following any subsequent amendment to Your cover, whichever is more recent.

Unattended

Means with no one authorised by the **Assured** keeping the insured **Vessel** or **Craft**, or any trailer onto which it has been loaded, under observation and able to observe any attempt to interfere with it with a reasonable prospect of preventing any authorised interference.

**Unauthorised Access** or Use

The gaining of access to or use of **Electronic Navigational Equipment** by an unauthorised person or persons or the use of Electronic Navigational Equipment in an unauthorised manner.

**Vessel or Craft** 

Means the hull, machinery, furniture, fittings, Protective Covers, gear and equipment such as would normally be sold with the insured **Vessel** or **Craft** if it were to change hands. This includes any dinghies or tenders, permanently marked with the name or number of the insured Vessel or Craft, and any outboard motors for tenders or dinghies, up to a value of EUR 4,000.00 unless specified separately in the Schedule. It also includes additional equipment or trailer(s) whose sum insured is specified separately in the **Schedule**. For the purposes of this definition, the insured Vessel or Craft shall be deemed to include any part or parts of the insured Vessel or Craft...

War

Means international war; civil war, revolution or rebellion; and any act of hostility by a Nation State or State against another.

**Water Toys** 

Means hydroslides, ringoes, biscuit tubes and bananas. Maximum of one **Water Toy** and one rider at any one time.



### Your obligations

If **You** do not comply with Your obligations, **We** may not be liable under this **Policy** for any losses occurring during, or resulting from something happening during, the non-compliance. This means that **You** may not be covered for any loss. **Your** obligations are as follows:

- a) The insured **Vessel** or **Craft** must be used for lawful purposes only.
- b) The insured **Vessel or Craft** must be used for private and pleasure purposes only and not let out for hire and reward or used for any other commercial purposes
- Permanent moorings must be professionally installed and maintained and inspected on a regular basis (at least once a year) and professionally maintained in good order.
- d) Unless agreed by Us and noted in the Policy Schedule, an insured Vessel or Craft under 17 feet length overall shall be hauled ashore at all times when not in use.
- e) The outboard Motor(s) shall be fitted with a recognised anti-theft device in addition to the normal method of attachment to the vessel its dinghies and or tenders, and a record of the outboard motor's serial number shall be kept.
- f) You must exercise due care and diligence in safeguarding the insured Vessel or Craft at all times.
- g) If bottled gas is used the insured **Vessel** or **Craft** shall be fitted with copper or flexible tubing to B.S.3212
- Whilst the insured Vessel or Craft is underway the Assured or other competent person must be on board and in charge of the insured Vessel or Craft at all times.
- Any road trailer must be maintained and kept in a roadworthy condition and all mandatory safety requirements and manufacturer's recommended practices shall be complied with.
- j) The insured Vessel or Craft must be prepared for winter storage in accordance with the manufacturers' recommendations. In the absence of manufacturers' recommendations for any items of Machinery, You will need to demonstrate that you acted on the advice of a qualified marine engineer including the correct use of anti-freeze.
- k) The insured Vessel or Craft must be maintained and kept in a seaworthy condition and all mandatory safety requirements and manufacturer's recommended practices as stated in the Owner's Manual, shall be complied with.

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# A) The Cover provided for the Vessel

#### "All Risks" Clauses

This **Policy** covers **All Risks** of physical and accidental damage, **Actual Total Loss** or **Constructive Total Loss** to the insured **Vessel** or **Craft** described in the **Schedule**, while **In Commission** and **or Laid Up Out of Commission**. The basis of cover is **Agreed Value**.

The insured **Vessel** or **Craft** is covered subject to the provisions of this **Policy**:

- a) whilst In Commission at sea or on inland navigable waters or in port, docks, marinas, on ways, gridirons, pontoons or on the hard or mud or at place of storage ashore, including lifting or hauling out and launching, with permission to sail or navigate with or without pilots, to go on trial trips and to assist and to tow vessels or craft in distress, or as is customary, but it is a condition that any insured Vessel or Craft specified in the Schedule shall not be towed, except as is customary or when in need of assistance, or undertake towage or Salvage services under a contract.
- b) while Laid up Out of Commission, including lifting or hauling out and launching, while being moved in a shipyard or marina, dismantling, fitting out, overhauling, normal maintenance, while undergoing temporary repairs, or while under survey, (also to include docking or undocking and periods Laid up Out of Commission afloat incidental to laying up or fitting out and with leave to shift in tow or otherwise to or from the lay-up berth but not outside the limits of the port or place in which the insured Vessel or Craft is Laid up Out of Commission) but excluding, unless notice be given to Insurers and any additional Premium required by them agreed, any period for which the insured Vessel or Craft is undergoing Hot Works, major repair or alteration

#### Cover for items away from the insured Vessel or Craft

Gear, **Protective Covers** and equipment, including outboard motors, shall remain covered subject to the provisions of this **Policy** while in a place of storage or repair ashore.

#### Towing

Whilst **In Commission** the insured **Vessel** or **Craft** is covered while towing water skiers, wake-boarders, knee-boarders or **Water Toys** as is customary subject to the conditions herein

#### **Expense of Checking the Hull After a Stranding or Grounding**

**We** will, under this section, pay for the expense of checking the hull below the waterline after a stranding or grounding, if reasonably incurred and specifically for that purpose, even if no damage is found.

#### **Exclusions**

Insurers shall not be liable to pay any claims made in respect of -

- a) loss or damage arising through or consequent upon loss of use, wear and tear and natural decay
- b) loss of or damage to any Consumable Stores, Fishing Gear or moorings



- repairing or replacing any defective part or parts condemned solely in consequence of a Latent Defect or error in design or construction
- d) sails split by the wind or blown away while set, unless in consequence of damage to the spars to which sails are bent, or occasioned by the insured **Vessel** or **Craft** being stranded or in collision or contact with any external substance (ice included) other than water
- e) theft of any gear, equipment, and machinery unless:-
  - such items are permanent fixtures to the craft and are forcibly removed, or
  - all loose items are stored below decks in locked cabins or in secure lockers on board the insured **Vessel** or **Craft** or in a locked place of storage ashore, or
  - iii) stolen with the insured Vessel or Craft
- f) electrical or mechanical breakdown, failure or lack of performance unless caused by fire or explosion or the insured **Vessel** or **Craft** being sunk, stranded or coming into contact with any external substance (other than water) or being immersed as a result of heavy weather
- g) the amount of any Excess or Deductible stated in the Schedule
- h) unrepaired damage in the event of a subsequent Actual Total Loss or Constructive Total Loss sustained during the Period of Insurance

# B) The Cover provided for Liability to Third Parties including Passengers carried aboard the insured Vessel

#### This **Policy** covers:

- a) Any sum or sums in respect of any liability, claim, demand or damages and/or expenses which by reason of their interest in the insured **Vessel** or **Craft** the **Assured** shall become liable to pay and shall pay in respect of:
  - i) accidental **Bodily Injury** (fatal or otherwise) to any person
  - accidental damage to any other vessel or property (other than that being carried by the insured **Vessel** or **Craft** and the personal effects of the skipper and the crew)
- b) Liability of the **Assured** for the cost of any attempted or actual raising of the insured **Vessel** or **Craft** or removing the wreck of the insured **Vessel** or **Craft** or cargo thereon by virtue of the powers enjoyed by the port or harbour or like authority exercising jurisdiction over such raising or removal, or any neglect or failure to remove or destroy same.
- c) All expenses, after deduction of the proceeds of Salvage, incurred in removing the wreck of the insured Vessel or Craft from any place owned, leased, or occupied by the Assured.
- d) Legal costs incurred by the **Assured** or which the **Assured** is compelled to pay, and shall pay, provided **Insurers** prior written consent is obtained, in respect of:
  - i) contesting or limiting liability



ii) representation at any Coroner's inquest or fatal accident enquiry or at any Court of Summary Jurisdiction.

Provided that the liability of **Insurers** under this section for all compensation payable to any claimant or any number of claimants in respect of or arising out of any one occurrence or in respect of or arising out of all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the **Limits** specified in the **Schedule**.

#### **Exclusions**

Insurers shall not be liable to pay any claims made in respect of -

- a) liability to any person employed in any capacity whatsoever by the Assured in connection with the Vessel or Craft
- b) liability assumed by the **Assured** by agreement unless such liability would have attached to the **Assured** in the absence of such agreement
- liability assumed by the **Assured** by agreement unless such agreement is a towage contract normal in the port or at the place for the type of towage involved
- d) fines or punitive damages
- e) liability to or incurred by any person engaged in a sport or activity, other than water skiing, knee-boarding, wakeboarding or using **Water Toys**, while being towed by the vessel or preparing to be towed or after being towed until safely on board or ashore

# Other Persons Navigating the insured Vessel with the permission of the **Assured**

The expression "the **Assured**" shall include any person(s) navigating or in charge of the insured **Vessel** or **Craft** (or any person(s) water-skiing in tow of the insured **Vessel** or **Craft**) with the **Assured's** permission provided that such authorised person is using the insured **Vessel** or **Craft** in compliance with **Policy** conditions. Cover <u>will not</u> be provided:

- a) where any compensation is claimed from such person(s) by the **Assured** named in the **Policy**
- b) where any compensation is claimed by such persons if **Insurers** shall discharge their liability to the **Assured** named in the **Policy**
- c) where any compensation is claimed by such person if operating as (or employed by the operator) a shipyard, repair yard, slipway, yacht club, marina sales agency or the like

#### Uninsured Owner or Operator

**We** will, under this section, pay any damages or compensation for **Bodily Injury** to **You** or to any person on board the insured **Vessel or Craft** with **Your** permission, which **You** or such person is legally entitled to recover, but cannot obtain payment of, from an uninsured or unidentified owner or operator of another vessel, and which arises from a collision between the insured **Vessel or Craft** and that vessel.

The cover under this section is subject to the applicable **Limits, Deductibles** and **Excesses** (which gives the maximum amount(s) recoverable under this section) set out in the **Schedule**.



In addition to the General Exclusions applicable to all Parts this **Policy** is also subject to the following Additional Exclusions:

#### Additional Exclusions

- a) We shall not be liable under this section to pay any such damages or compensation where:
- b) the other vessel is owned or operated by a government department, agency or entity;
- the person sustaining the **Bodily Injury** was using or operating the insured **Vessel** or **Craft** without **Your** permission or consent;
- You own, or are directly or indirectly financially or legally interested in the other vessel;
- e) other insurance or statutory, governmental or any other compensation or benefits schemes exist for **Your** benefit, to the extent that such insurance or schemes are available to pay them.

# C) The Cover provided for Legal Fees

#### Legal Fees

**Insurers** will pay all legal fees, charges and expenses incurred by or recoverable from the **Assured** arising from or in and about the defence of a claim under this **Policy** when such charges and expenses have been agreed with the prior consent of the **Insurers** in writing.

### D) Personal Effects

**Insurers** automatically cover EUR 2,000.00 of **Personal Effects** belonging to **You** and **Your** immediate family against **All Risks** of physical loss or damage while:

- a. on board the insured Vessel or Craft
- while the **Personal Effects** are being used in conjunction with the insured **Vessel** or **Craft**
- c. while in transit between Your place of residence and the insured Vessel or Craft

**We** will cover an item that has a replacement value in excess of EUR 750.00 or equivalent if specifically agreed by Us in writing and listed, together with the sum for which it is insured, in the **Schedule. We** will, at **Our** option, either replace the loss or damaged item or pay to **You** the cost of restoring or repairing damaged item to its condition immediately before the incident causing the loss or damage.

#### **Exclusions**

Insurers shall not be liable to pay any claims made in respect of -

Jewellery, specie, antiques, works of art, china, glass, **Consumable Stores**, documents, valuable securities, negotiable instruments, watches, furs, gold, platinum, silver, ornaments, spectacles, contact lenses, cameras, pedal cycles, sports equipment, travellers' cheques, currency, cash, debit/credit cards, or any other single item with a replacement value in excess of EUR 750.00 or equivalent unless itemised and agreed with **Insurers**.



**Insurers** shall not be liable under this section to pay any claims made in respect of loss of or damage to **Personal Effects** where the loss results from:-

- a. damp, mould, mildew, vermin or moth
- b. humidity, condensation, "sweating" or moisture
- c. wear, tear, depreciation or gradual deterioration
- sunlight, light, heat, ultra-violet, infra-red or any other electro-magnetic radiation of any sort
- e. theft unless:-
  - there is clear evidence of forced entry to or exit from the insured Vessel or Craft
  - ii) stolen with the insured Vessel or Craft

# E) Personal Accident & Medical Expenses

This **Policy** covers **Bodily Injury** or death to the **Assured** or to any person on board the insured **Vessel or Craft** with the **Assured's** permission including while getting on or off it.

We will pay the following benefits:

- a. Death EUR 20,000
- b. Loss of Limbs (one or more) EUR 20,000
- c. Total Loss of Sight in one or both eyes EUR 20,000
- d. Permanent Total Disablement EUR 20,000

In the event of a claim the **Insurers** may require the claimant or the person on whose behalf the claim is being made to agree to a medical examination by **Insurer's** appointed medical experts.

**We** will pay no more than a total of EUR 150,000.00 of such benefits for the whole of the **Period of Insurance**.

#### **Exclusions**

This section does not cover **Bodily Injury**, death or **Disablement** that arises :-

- a. 12 months or more from the date of the accident
- b. from any pre-existing illness or injury
- c. from pregnancy
- from accidents occurring while the insured Vessel or Craft is used for any purpose other than private pleasure
- e. from suicide or attempted suicide or wilful exposure to danger (except in an attempt to save human life)
- f. while under the influence of alcohol or drugs other than drugs taken for a medical condition



- g. Bodily Injury or death to any person aged 75 years or over at the time of the accident
- h. while water skiing, knee-boarding, wake-boarding or using Water Toys.

#### Medical Expenses

The **Insurer** will pay necessary medical expenses incurred, for treatment of **Bodily Injury** following an accident when boarding, on board, or leaving the insured **Vessel or Craft**. The maximum amount payable for any one incident is EUR 1,000.00 provided the medical expenses are incurred within 12 months of the date of the occurrence.

In the event of a claim the **Insurers** may require the claimant or the person on whose behalf the claim is being made to agree to a medical examination by **Insurer's** appointed medical experts.

## F) Additional Clauses

#### Constructive Total Loss Caused by Loss of Use

In the event that the insured **Vessel** or **Craft** shall have been the subject of capture seizure arrest restraint detainment confiscation or expropriation, and the **Assured** shall thereby have lost the free use and disposal of the **Vessel** or **Craft** for a continuous period of 12 months then for the purpose of ascertaining whether the **Vessel** or **Craft** is a **Constructive Total Loss** the **Assured** shall be deemed to have been deprived of the possession of the **Vessel** or **Craft** without any likelihood of recovery.

#### Crisis Assistance

Where the insured **Vessel or Craft** is not in imminent danger of physical loss or damage but help is needed and not available, and commercial services and/or assistance must be obtained, **We** will, under this section, pay reasonable and necessary costs of:

- a. towing to the nearest place where necessary repairs can be made;
- b. delivery of fuel, oil, gas, parts, or loaned battery (excluding the costs of the items themselves);
- c. emergency parts and labour for emergency repairs to the insured **Vessel or Craft** at the location of a breakdown, away from safe harbour.

**We** will, under this section, pay no more than EUR 5,000.00 for any one incident. The cover under this section is not subject to the applicable **Deductibles** and **Excesses** set out in the **Schedule**.

#### Cyber

**We** will, under this section, cover physical loss, damage or expense directly caused by **Malicious Code** within, or **Unauthorised Access or Use** of, the insured **Vessel or Craft**'s **Electronic Navigational Equipment**. **We** will, under this section, pay no more than EUR 5,000.00 for the whole of the **Period of Insurance**.

The cover under this section is subject to the applicable **Deductibles** and **Excesses** set out in the **Schedule**.



#### **Emergency Accommodation and Travel Expenses**

**We** will pay up to EUR 1,500.00 towards all reasonable accommodation and travel costs **You** incur following an event covered under this **Policy** if:

- a. the insured Vessel or Craft is deemed uninhabitable or unsafe and
- b. You are outside the country of domicile noted in the Policy Schedule and
- the insured Vessel or Craft is outside the country within which the primary mooring location noted in the Policy Schedule is located.

**We** will, under this section, pay no more than EUR 1,500.00 for the whole of the **Period of Insurance**. The cover under this section is not subject to the applicable **Deductibles** and **Excesses** set out in the **Schedule**.

#### Expense of checking the hull after a stranding

**Insurers** will pay for the expense of checking the hull below the waterline after a stranding, if reasonably incurred specifically for that purpose, even if no damage be found.

#### Machinery Breakdown

Where the insured **Vessel or Craft** is more than 25 feet in length and fitted with an inboard engine, or engines, **We** will cover physical loss or damage resulting from unforeseen and sudden partial or total failure in the working mechanism of any **Machinery** installed on and/or fixed to the insured **Vessel or Craft**, including where such failure results from **Latent Defect**, provided that the **Machinery**:

- a. is less than three years old;
- was professionally installed and/or fixed to the insured Vessel or Craft at the time of the insured Vessel or Craft first entering in-commission use
- can be shown, in the form of documentary evidence, to have been properly
  maintained and/or serviced in accordance with the manufacturer's instructions or
  recommendations.

#### Marina Benefits

If at the time of the loss or damage to the insured **Vessel or Craft**, the insured **Vessel or Craft** was berthed on a pontoon in the marina specified in the **Schedule** or stored ashore in the marina specified in the **Schedule**, then:

- a. the excess specified in the **Schedule** shall not be deducted
- b. any no claims bonus shall not be affected at renewal

The benefits of this clause are withdrawn if any further claims occur during the **Period of Insurance.** 

#### No Claims Discount

In the event of no claims arising under this **Policy**, the same having been in force for 12 consecutive months the **Renewal Premium** will be discounted as follows:-

If no claim arising in respect of	1 year	5%
	2 consecutive years	10%
	3 consecutive years	15%
	4 consecutive years	20%
	5 or more consecutive years	25%



Provided always that the discount is only payable if the insurance is renewed and remains in force for a further period of 12 months and on the understanding that this privilege shall not imply any obligation on the **Insurers** or the **Assured** to renew.

#### **Outboard Motors**

In the event of loss or damage to outboard motors, their controls and connectors, **We** will pay the current replacement price less a 10% deduction per annum for each full year of age that has elapsed for that property, up to a maximum deduction of 50%.

#### Pollution Liability

This **Policy** covers **Bodily Injury** and or death and or damage to any property through seepage and pollution from the insured **Vessel** or **Craft** provided that the Assured establishes:

- a) The occurrence was accidental and was neither expected nor intended by the Assured. An accident shall not be considered unintended or unexpected unless caused by some intervening event neither expected nor intended by the Assured
- The occurrence can be identified as commencing at a specific time and date during the term of this **Policy**
- c) The occurrence became known to the **Assured** within 72 hours after its commencement and was reported within 90 days thereafter
- The occurrence did not result from the **Assured's** intentional and wilful violation of any government statute, rule or regulation

#### **Exclusions**

a) Fines, penalties, punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of compensatory damages.

#### Protected No Claims Discount

In the event of **You** making a claim against this **Policy**, if **You** have had no claim for 5 or more consecutive years prior to this and are benefitting from the maximum no claims discount of 25%, **You** will continue to benefit from that same discount at the next renewal provided:

- a. You agree to renew this Policy for a further period of 12 months
- No more than one claim has been made by You during the current Period of Insurance

If a further claim is made during the subsequent **Period of Insurance** then this protection shall cease and all protected no claims discount no longer apply.

This privilege shall not imply any obligation on the **Insurers** to renew.

#### Racing Risks (Sailing Vessels)

We are to be made aware of the insured Vessel or Craft being engaged in Racing. Subject always to the conditions and exclusions contained elsewhere in this Policy, it is agreed that when the insured Vessel or Craft is engaged in organised Racing the maximum sum recoverable for loss of or damage to mast(s), spars, sails whilst set and all standing and running rigging shall not exceed 50% of the Agreed Value of the Hull, Machinery & Equipment as declared and stated in the Schedule, subject only to the deduction of a fair



and reasonable allowance in respect of new material(s) replacing old and the excess stated in the **Schedule**.

This is unless such loss of or damage is caused by the insured Vessel or Craft being stranded, sunk, burnt, on fire, in collision or contact with any external substance (ice included) other than water. In such circumstances the cost of repair or replacement shall be paid in full subject only to the deduction of a fair and reasonable allowance in respect of new material(s) replacing old and the excess stated in the Schedule.

In the event of loss of or damage to the insured **Vessel or Craft** whilst engaged in **Racing** and **We** have not been made aware, **Our** liability to **You** in respect of loss of or damage to the insured **Vessel or Craft** and the cover under Section B of the **Policy** will be reduced to NIL.

#### Replacement Locks and Keys

**We** will cover replacement locks and keys up to a total of GBP 500.00 in any one period of insurance for repair to, or replacement of, locks and keys to the insured **Vessel or Craft** if the keys are lost or stolen or if there is damage to the locks.

The cover under this section is not subject to the applicable **Deductibles** and **Excesses** set out in the **Schedule**.

#### Sufficient Replacement or Repair

Replacement or repair of any damaged insured property will be considered to be sufficient to satisfy your claim under this **Policy**, even if the appearance and condition of that property is not the same as prior to the incident.

# Reduction due to improvement in the condition of insured property

Once the insured **Vessel or Craft** is more than three years' old from the time of the initial commissioning of the insured **Vessel or Craft**, **We** will reduce the amount **We** will pay by 30% if repairing or replacing would restore the following items to a better condition than prior to the loss or damage:

- a) Protective Covers and canopies;
- b) Machinery, electrics and batteries
- c) Tenders, Personal Watercraft and Water Toys;
- d) paintwork or other surface finish;
- e) upholstery and soft furnishings; or
- f) mast, spars, sails, standing and running rigging.

This reduction is prior to applying the Policy excess. In the case of **Actual Total Loss** or **Constructive Total Loss**, this Additional Clause will not apply.

#### Replacement of the Insured Vessel or Craft

In the event of an **Actual Total Loss**, **We** will either pay the **Agreed Value** of the insured **Vessel or Craft** or, where the sum insured is greater than 125% of the current market price for the insured **Vessel or Craft**, **We** shall have the right to replace the insured **Vessel or Craft**. Replacement is considered adequate if it is of a similar age, size, quality and type even if its appearance and condition is not the same as the insured **Vessel or Craft's** prior to the incident.

#### Speedboat Clauses

Where the actual maximum design speed of the insured **Vessel** or **Craft** under engine power is greater than 17 knots then;



- the insured Vessel or Craft shall not be used for hi-kiting, Racing, speed tests or trials in connection therewith nor used in connection with a water-ski club
- the **Assured** or other competent person shall be on board and in control when under way
- c. if the insured **Vessel** or **Craft** has inboard machinery then it is a further condition that such **Vessel** or **Craft** be fitted in the engine space tank space with a fire extinguishing system automatically operated or having remotely operated controls at the steering position and that the system is properly installed and maintained in sound working order. Notwithstanding the foregoing, non-compliance with this condition shall not prejudice claims hereunder other than claims in respect of fire, explosion or smoke originating from an onboard source
- d. where the insured **Vessel or Craft** is fitted with a kill cord device specifically designed to stop the engine(s) automatically when the helmsman moves away from the controls, **We** will not pay any loss, damage or liabilities arising from the kill cord device being inoperative, unused, or used incorrectly.
- e. rudder strut shaft or propeller loss or damage is covered by this Policy when caused by contact with an underwater or floating object, another vessel, pier or jetty

#### **Exclusions**

 a. loss or damage to a jet drive or jet propulsion unit, as a result of ingestion of an underwater or floating object

#### Transit Clause

This **Policy** is extended to cover the transit of an insured **Vessel** or **Craft** up to 30 feet in length by road, rail, car-ferry or air, including loading and unloading from the conveyance.

#### **Exclusions**

No claim shall be allowed in respect of:-

a. liability to third parties arising from any accident while the insured **Vessel** or **Craft** is being towed by or is attached to a motor vehicle or has broken away or become accidentally detached from a motor vehicle

We are able to provide cover for vessels greater than 30 feet by way of a separate policy.

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## General Exclusions applicable to all Sections

#### Rights of Third Parties Exclusion

This **Policy** is effected solely between the **Assured** and **Us**. This **Policy** shall not confer any benefits on any third parties, including shareholders, and no such third party may enforce any term of this **Policy**. This Exclusion shall not affect the rights of the **Assured**.

#### **Divers Clause**

Any liability to or incurred by any person engaged in diving and or any loss of or damage to diving equipment during and/or as a result of diving operations from the moment of going overboard and until such time as the diver is safely back on board the insured **Vessel** or **Craft** is **Excluded**.

#### Fishing Gear

Loss of or damage to  ${\bf Fishing\ Gear}$  and equipment during and as a result of any fishing operations is  ${\bf Excluded}$ 

#### Food and Drink

All liability arising out of the sale or provision of any food and/or drink is **Excluded** 

#### Houseboat Use

Loss or damage sustained by the insured **Vessel or Craft** while it is used for **Houseboat Use** unless with **Our** prior agreement and in accordance with the Laid up Out of Commission provisions contained in this Policy

#### Outboard Motor Theft Exclusion Clause

Theft of any outboard motor is **Excluded** unless at the time of the theft it is either

- a. securely fastened to the insured Vessel or Craft and locked by an anti-theft device in addition to its normal method of attachment, OR
- locked in a secure compartment onboard the insured Vessel or Craft or in a locked building ashore and there is evidence of forcible and violent entry or exit.

# Radioactive Contamination, Chemical, Biological, Biochemical, Electromagnetic Weapons Clause

#### Exclusions

Loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

- ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being



prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes

e. any chemical, biological, bio-chemical, or electromagnetic weapon

# Single Handed Operation of Sailing Vessels over 30 Feet in Length

Single handed operation of sailing **Vessels** or **Craft** over 30 feet in length is covered so long as it is for no more than 18 hours in any 24 hour period.

#### Trailers

Theft of any trailer and/or insured **Vessel** or **Craft** on any trailer is **Excluded** unless the trailer is immobilised or securely locked by an anti-theft device whilst left **Unattended**.

#### War Exclusions

#### **Exclusions**

Loss damage liability or expense arising from

- a. any detonation of any weapon of War employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, hereinafter called a nuclear weapon of war
- the outbreak of **War** (whether there be a declaration of **War** or not) between any of the following countries:
  - a. United Kingdom, United States of America, France, The Russian Federation and the People's Republic of China
- c. requisition or pre-emption
- d. capture seizure arrest restraint detainment confiscation or expropriation by or under the order of the government or any public or local authority of the country in which the vessel is owned or registered
- e. arrest restraint detainment confiscation or expropriation under quarantine regulations or by reason of infringement of any customs or trading regulations
- f. the operation of ordinary judicial process, failure to provide security or to pay any fine or penalty or any financial cause
- g. piracy

#### Cyber & Data

- a. Loss, damage, liability, cost or expense caused deliberately or accidentally by:
  - i. the use or inability to use any application, software or programme;
  - ii. any computer virus;
  - iii. any computer related hoax relating to i. and/or ii. above.
- b. Loss of or damage to any electronic data (for example files or images) wherever it is stored.

However, exclusions a. and b. above shall not apply to the cover specifically provided under Part F "Cyber".



#### **General Conditions**

#### Information you must tell us

In deciding to accept this insurance and in setting the terms and **Premium**, **We** have relied on the information **You** have given us. **You** must take reasonable care to provide complete and accurate answers to the questions we ask when you take out and make changes to your **Policy**.

#### Careless misrepresentation in the context of a claim

If, on presentation of a claim, **We** obtain evidence which suggests that **You** failed to take reasonable care to verify the information **You** have provided and **We** have relied upon in accepting this insurance and setting the terms and **Premium** of this insurance **We** may:

- a. treat this insurance as if it never existed and refuse to pay all claims and return the
   Premiums paid, if Your carelessness causes Us to provide You with insurance cover which We would not otherwise have offered;
- b. treat **Your** insurance as if it had be entered into on different terms from those agreed; or
- reduce proportionately the amount paid on a claim if **We** would have charged more for **Your** insurance.

#### Careless misrepresentation generally

If **W**e obtain evidence unrelated to any outstanding claim which suggests that **You** failed to take reasonable care to verify the information provided to **Us** and **We** have relied upon in accepting this insurance and setting the terms and premium of this insurance **We** may:

- a. give **You** notice in writing that **You** must pay more for your insurance;
- b. give You notice in writing that the terms of Your insurance have changed; or
- cancel this contract of insurance by giving **You** thirty days' notice in writing and return any **Premium** paid for the balance of the contract term.

If **We** give **You** notice that the terms of your insurance have changed or that **You** must pay more for **Your** insurance then **You** may give **Us** thirty days' notice in writing that **You** wish to terminate the contract.

Any return **Premium** due to **You** will depend on how long this contract of insurance has been in force and whether **You** have made a claim.

If  $\mathbf{We}$  establish that  $\mathbf{You}$  deliberately or recklessly provided  $\mathbf{Us}$  with false information  $\mathbf{We}$  may:

- a. treat this insurance as if it never existed;
- b. decline all claims; and
- c. retain the **Premium** (unless it would be unfair to do so).



#### Change in circumstance

You must tell Us as soon as possible about any changes in the information You have provided to Us which happens before or during any period of insurance. We will tell You if such change affects Your insurance and if so, whether the change will result in revised terms and/or Premium being applied to Your Policy. If You do not inform Us about a change it may affect any claim You make or could result in Your insurance being invalid.

#### Cooling Off Period

You are entitled to cancel this insurance by contacting Your broker within 14 days of either;

- a. the date You receive Your Policy documentation; or
- b. the start of the period of insurance

whichever is the later. On receipt of **Your** notice, **We** will refund to you the **Premium** that has already been paid, except where a claim has been made under the **Policy**.

#### Your Right to Cancel

**You** may cancel this **Policy** by providing **Beazley Marine UK** with at least 14 days' notice in writing to the following address: Beazley, 22 Bishopsgate, London, EC2N 4BQ.

If **You** cancel the **Policy**, **We** will refund that part of any **Premium** that **You** have already paid for the period from the date of cancellation to the expiry of the **Period of Insurance**.

**We** may deduct a sum of EUR 25.00 for **Our** reasonable administrative costs incurred in establishing the **Policy** and providing **You** with the **Policy** documentation.

If **You** cancel the **Policy** after a claim is made that is covered under the **Policy**, **We** have the right not to refund any part of **Your Premium**.

#### Our Right to Cancel

**We** have the right to cancel **Your** Policy at any time by giving **You** thirty (30) days' notice in writing where there is a valid reason for doing so. **We** will send **Our** cancellation letter to the latest address **We** have for **You** and will set out the reason for cancellation in **Our** letter. Valid reasons may include but are not limited to:

- a. where **We** have been unable to collect a premium payment. In this case **We** will contact **You** in writing requesting payment by a specific date. If **We** do not receive payment by this date **We** will write to **You** again notifying **You** that payment has not been received and giving **You** seven days' notice of a final date for payment. This letter will also notify **You** that if payment is not received by this date **Your Policy** will be cancelled. If payment is not received by that date **We** will cancel **Your Policy** with immediate effect and notify **You** in writing that such cancellation has taken place;
- b. where You are required in accordance with the terms of this Policy to co-operate with Us, or send Us information or documentation and You fail to do so in a way that materially affects Our ability to process a claim, or Our ability to defend Our interests. In this case We may issue a cancellation letter and We will cancel Your Policy if You fail to co-operate with Us or provide the required information or documentation by the end of the seven day cancellation notice period;
- where there is a material failure by You to exercise the duty of care regarding Your property as required by the paragraph headed 'Your duty of care' in the General Conditions section applying to Parts A to D of this Policy document;



- d. where **We** reasonably suspect fraud; or
- use of threatening or abusive behaviour or language, or intimidation or bullying of Our staff or suppliers.

#### Acquired Companies Clause

The **Assured** named in the **Schedule** includes any company, subsidiary company or firm, formed, purchased or otherwise acquired by the **Assured** during the **Period of Insurance**, provided that the **Assured**:

- a) advise **Insurers** of their interest in the company or firm within thirty (30) days from the date of signing the purchase contract or date of formation
- b) hold a controlling interest in the company or firm or have agreed to accept responsibility for insurance

#### Co-Assured and/or Third Party Interests Clause

The interests of any Co-**Assured** and/or third party (e.g. financier or lessor) are only protected under this **Policy** where the **Assured** have informed **Insurers** and Co-**Assured** and/or third party are noted in the **Schedule**.

# Data Protection Short Form Information Notice (LBS 0046 – Amended)

#### Your personal information notice

#### Who we are

We are Lloyd's Insurance Company S.A. identified in the contract of insurance and/or in the certificate of insurance.

#### The basics

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we will need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time by sending an e-mail to data.protection@lloyds.com (without however affecting the lawfulness of processing based on consent prior to its withdrawal). However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

#### Other people's details you provide to us

Where you provide us or your insurance agent or insurance broker with details about other people, you must provide this notice to them.

#### Want more details?



For more information about how we use your personal information please see our full privacy notice, which is available in the Privacy section of our website www.lloyds.com/news-and-risk-insight/lloyds-subsidiary-in-brussels or in other formats on request.

#### Contacting us and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us. Alternatively, you may contact the insurance agent or insurance broker that arranged your insurance.

You also have the right to lodge a complaint with your competent data protection authority, but we encourage you to contact us before.

LBS0046

1 January 2019

#### Insurers' Agreement

**Insurers** agree to provide the **Assured** with the insurance as described in this **Policy** for the period stated in the **Schedule** and for any subsequent period where renewal may be agreed, and in return the **Assured** agree to pay **Insurers** the **Premium** by the dates advised to them.

#### Law and Practice

The **Assured** and the **Insurers** are free to agree the law that shall apply to this **Policy**. **You** can contact **Us** at Beazley, 22 Bishopsgate, London, EC2N 4BQ to inform **Us** of the law **You** would like to apply to this **Policy**. Unless the **Assured** and the **Insurers** specifically agree otherwise, the law that shall apply to this **Policy** shall be Belgian law and any disputes between **You** and **Us** or the Beneficiary in respect of the **Policy** shall be heard before the exclusive jurisdiction of the High Courts of England & Wales.

#### Non Contribution Clause

This **Policy** does not cover any loss or damage which at the time of happening of such loss or damage is insured by or would but for the existence of this **Policy**, be insured by any other existing **Policy** or **Policies**, except in respect of any excess beyond the amount which would have been payable under such other **Policy** or **Policies** had this insurance not been effected.

#### Policy Availability

If, at any stage, the **Assured**, would like to receive a further copy of the **Policy**, please contact **Us**.

#### Premium Payment Clause

The **Assured** undertakes that **Premium** will be paid in full to **Insurers** within 30 days of inception of this **Policy** (or in respect of **Premium** instalments, when due). If the **Premium** due under this **Policy** has not been paid to **Insurers** by the thirtieth day from inception of this **Policy** (and in respect of instalment **Premiums**, by the date they are due) **Insurers** shall have the right to cancel this **Policy** by notifying the **Assured** via the broker in writing. In the event of cancellation, **Premium** is due to **Insurers** on a pro rata basis for the period that **Insurers** are on risk but the full **Policy Premium** shall be payable to **Insurers** in the event of loss or occurrence prior to the date of termination which gives rise to a valid claim under the **Policy**.

It is agreed that **Insurers** shall give not less than 30 days prior notice of cancellation to the **Assured** via the broker. If the **Premium** due is paid in full to **Insurers** before the notice period expires, notice of cancellation shall automatically be revoked. If not, the **Policy** shall automatically terminate at the end of the notice period.

#### Sanctions and Limitations



Subject always to the conditions and exclusions contained elsewhere in the **Policy**, this **Endorsement** covers Sanctions and Limitations.

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to 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.



# Beazley Solutions International Limited - Regulatory & Complaints Notice

Beazley Solutions International Limited is authorised by the Central Bank of Ireland and is subject to limited regulation by the Financial Conduct Authority. Details about the extent of our authorisation and regulation by the Financial Conduct Authority are available from us on request. Beazley Solutions International Limited is a wholly owned insurance intermediary of the Beazley Group and is registered in Ireland, number 635942. Beazley Solutions International Limited is also a service company that is part of the Beazley group of companies.

Beazley Solutions International Limited has authority to enter into contracts of insurance on behalf of Lloyd's Insurance Company S.A. Lloyd's Insurance Company S.A. is a Belgian limited liability company (société anonyme / naamloze vennootschap) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium. Its Firm Reference Number(s) and other details can be found on <a href="https://www.nbb.be">www.nbb.be</a>.

Website address: www.lloyds.com/brussels

E-mail: enquiries.lloydsbrussels@lloyds.com

Bank details: Citibank Europe plc ,Belgium Branch, Boulevard General Jacques 263G, Brussels 1050, Belgium - BE46570135225536.



Service Manager Operations Team Lloyd's Insurance Company S.A. Bastion Tower Marsveldplein 5 1050 Brussels Belgium

Tel: +32 (0)2 227 39 39

E-mail: enquiries.lloydsbrussels@lloyds.com

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made. You will also be informed of the name of one or more individuals that will be your point of contact regarding your complaint until the complaint is resolved or cannot be progressed any further. You will be provided with an update on the progress of the investigation of your complaint, in writing, within twenty business days of the complaint being made.

A decision on your complaint will be provided to you, in writing, within 40 (forty) business days of the complaint being made.

Should you remain dissatisfied with the final response or if you have not received a final response within 40 (forty) business days of the complaint being made, you may be eligible to refer your complaint to the Financial Services and Pensions Ombudsman (FSPO). The contact details are as follows:

Financial Services and Pensions Ombudsman Lincoln House Lincoln Place Dublin 2 D02 VH29 Republic of Ireland

Tel: +353 1 567 7000 E-mail: <u>info@fspo.ie</u> Website: <u>www.fspo.ie</u>

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is <a href="https://www.ec.europa.eu/odr">www.ec.europa.eu/odr</a>.

The complaints handling arrangements above are without prejudice to your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.



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If you have any questions or would like more information, please contact your Broker or Agent.

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