

Your Insurance Policy

Base Layer Insurance



Haven
Knox~
Johnston

HavenKJ.eu

Welcome to Haven Knox-Johnston



Thanks so much for choosing us to look after your boat insurance. Our other customers would say you've made a great choice – just go to [HavenKJ.eu](https://www.havenkj.eu) to read their kind words about our service and the way we handle their claims.

Inside this booklet you'll find everything you need to know about your Base Layer Insurance policy and how to make a claim. If you have any questions, just get in touch. You'll find our details on the back.

Thanks again for choosing us. Have a successful boating year.

The HK-J Crew

Meet your very own crew.
It's our job to make boat ownership
plain sailing for you, so whatever
you need, we're on board.



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Help in making a claim



At Haven Knox-Johnston our aim is to give you peace of mind by providing an efficient and helpful claims service.

To make sure a claim runs smoothly, we'll need your help. Please do take the time to read this section, as it contains useful guidance and sets out some of your duties and responsibilities.

It's important you tell us everything you know about an incident that might lead to a claim, whether you think it's relevant or not - it might become important later.



Rocked the boat? We've got your back (and stern). We'll navigate your claim smoothly and efficiently, always keeping you in the loop.

How to get in touch

Post: Haven Knox-Johnston,
Lismard Court,
Portlaoise, Co Laois,
Ireland

Tel: +44 (0) 1732 223 610

E-mail: claims@HavenKJ.eu

Our office hours are 09.00 to 17.00 (GMT/BST), Monday to Friday (except for bank holidays). If you're calling our claims team outside of these hours, you'll automatically be transferred to our messaging service, where you can give details of your loss or damage. We'll aim to call you back the next working day.

You can download a claim form from our website www.HavenKJ.eu/make-a-claim.

If you need urgent assistance outside of our office hours, we've arranged for a specialist marine loss adjusting company, C Claims, to provide an emergency claims helpline. The C Claims helpline is available during the hours 17:00 to 22:00 weekdays and 08:00 to 22:00 weekends and bank holidays.

The C Claims helpline will provide help and guidance concerning the availability of repairers, surveyors, engineers or other specialists in order to assist you at the initial stage of any problem. After the initial stage, you should come to us (and anyone else we appoint to help you) for advice and consultation.

Emergency Out of Hours Helpline (Provided by C Claims)

Tel: 020 8502 6999 from the UK
or +44 20 8502 6999 from abroad

E-mail: cclaimsuk@aol.com

Procedure

It is very important that we are immediately informed of any event that may lead to a claim under your policy. Therefore, when you contact us please also quote your policy number if you have it to hand.

We'll send you a claim form as soon as we're told of the incident. Remember, you can also download a claim form from our website www.HavenKJ.eu/make-a-claim

This should be returned to us, fully completed, as soon as possible whether or not you intend to make a formal claim.

Helpful Advice

When loss or damage occurs you should act as if uninsured. This may seem unusual advice but it is most important that in the event of any incident involving your vessel, you must take all reasonable steps to minimise the loss.

Damaged by a Third Party

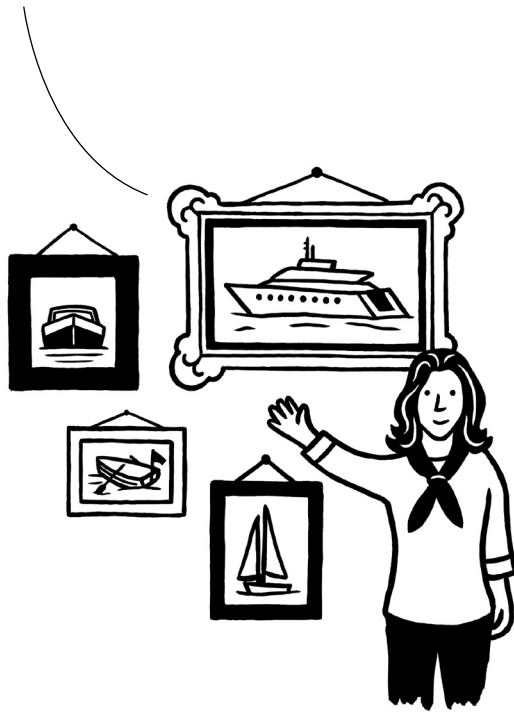
- Obtain details of boat type/class/number/name/club and any witness(es) details in addition to the name(s) and address(es) of the helm and boat owner.
- Road Accidents - obtain details of the driver, vehicle and insurer and any witness(es), and/or call the Police to the scene.
- If possible write down all the details and make a sketch of the site.

Damage to Third Parties

- If a Third Party wishes to hold you liable for damage, provide them with our details, your name, policy number and boat details. You should acknowledge any correspondence and pass it on to us immediately.
- Do not make any admission of liability and do not make any offer of payment.

This **Helpful Advice** section is intended to provide some guidance should you have to submit a claim under your policy. It does not form part of any policy wording or give any indication of acceptance of a claim.

Many of our crew members have sailed on a variety of boats, so we understand what makes a boater tick.



Important Client Information



Taking care of your vessel

Remember that your policy is not a maintenance contract. It is up to you to ensure that all measures are taken to maintain your vessel and machinery.

Important Notice

The terms of your policy and premium are based on the information you have provided to us. You must ensure that all facts given are correct and you must contact us immediately if there are any changes to the information you have provided or at any time you discover that the information is incorrect. Examples include, but are not limited to:

- changes in conditions or use of the vessel;
- criminal convictions of any person having an interest in the vessel; and
- change in the mooring location or type of mooring for the vessel.

A failure to provide full and accurate information may invalidate your policy and may result in all or part of a claim not being paid. If you are in any doubt please contact us.

Currency

All sums detailed within this policy booklet are showing in GBP (British Pounds) and are deemed to have the same value in any other currency at the current exchange rate.

Taxes

There may be circumstances where taxes may be due that are not paid via us. If this occurs then it is your responsibility to ensure that these are paid direct to the appropriate authority.

Language

Unless otherwise agreed in writing the language of your policy and any communication throughout the duration of the policy will be in English.

Law and Jurisdiction

Your policy shall be governed by and construed in accordance with English law and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with your policy, or its subject matter or formation (including non-contractual disputes or claims) unless specifically agreed to the contrary.

Data Protection Notice

Your information has been, or will be, collected or received by Haven Knox-Johnston. We manage personal data in accordance with the data protection law and data protection principles. We need personal data so that we can provide you with boat insurance that's shipshaped around you, and other services, and we'll collect the personal data necessary to do this. This may be personal information like your name, address, contact details, identification details, financial information and risk details. You can find the full Data Privacy Notice at <https://www.HavenKJ.eu/privacy-notice/> or you can get a paper copy of the Data Privacy Notice by contacting us on +353 (0)57 8694069 or by writing to us at 10 The Courtyard, Kilcarbery Park, Nangor Road, Dublin 22. Our data protection compliance officer can be contacted at; Howden Insurance (Ireland) Limited, 10 The Courtyard, Kilcarbery Park, Nangor Road, Dublin 22, or by email at compliance@howdeninsurance.ie

Renewing your Policy

When your policy is due for renewal we or your broker will write confirming your renewal premium and policy terms at least 21 days before your policy ends. In the unlikely event that we do not wish to invite renewal we or your broker will still write to you confirming why we do not wish to invite renewal at least 21 days before your policy ends.

Call recording

Please note that all calls are recorded for training and monitoring purposes.

Premiums and claims

We handle all premiums and claims on behalf of MS Amlin Insurance SE.

Marketing

Your details may be used by us to provide marketing information which we feel may be relevant and of interest to you. Please contact us if wish to receive such communications. Your details will not be shared with any third party for marketing purposes.

Financial Services Compensation Scheme

Marine types of insurance are not covered by the FSCS.

Contacting us

We're only able to discuss your policy with the person(s) shown in the Certificate of Insurance. If you need someone else to deal with your policy on your behalf please contact us on +353 (0)57 8694069 or in writing to our address shown in the next section.

Comments about our service

If you have any comments about our service please contact the Operations Manager at

Post: Haven Knox-Johnston,
Lismard Court,
Portlaoise, Co Laois,
Ireland

Tel: +353 (0)57 8694069

E-mail: hello@HavenKJ.eu

We're available five days a week to chat all things boat – we love nothing more!



Base Layer Policy Wording



Definitions

The words below, where they appear in **bold** text throughout this document, have the following meaning:

Certificate of Insurance - the document issued to **You** by **Us** entitled “**CERTIFICATE OF INSURANCE**” which details coverage, values and additional limitations.

Maximum Designed Speed - the maximum speed that the **Vessel** is designed to achieve under power as stated by the **Vessel** manufacturer with the particular engine fitted.

Policy - the policy of insurance represented by this document together with the Certificate of Insurance.

Vessel - the **Vessel** described in the **Certificate of Insurance** including her hull, machinery, gear and equipment, tender and road trailer.

We, Us and Our - Haven Knox-Johnston is a trading name of Howden Insurance (Ireland) Limited, acting on behalf of the Insurer MS Amlin Insurance SE.

MS Amlin Insurance SE are licensed by the National Bank of Belgium and subject to limited regulation by the Central Bank of Ireland.

You, Your and Yours - the individual, company or other organisation named as the insured in the **Certificate of Insurance**.

Interpretations

Headings are included in this document for ease of reference only and shall not affect the interpretation of the **Policy**.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

Section A ~ Your Liability to Others

What is covered

- 1 Cover is provided for any sums (up to the amount stated in the **Certificate of Insurance**) that **You**, or anyone in charge of the **Vessel** with **Your** consent, are legally liable to pay arising out of **Your** interest in the **Vessel**, resulting from:
 - 1.1 damage to any other vessel or property;
 - 1.2 death or injury;
 - 1.3 pollution; and
 - 1.4 other financial losses.
- 2 In addition **We** will also pay for:
 - 2.1 legal costs incurred or required to be paid when settling or defending a claim, subject to **Our** prior written consent; and
 - 2.2 fees and/or expenses incurred in respect of attendance at any official enquiry, subject to **Our** prior written consent.
- 3 The indemnity payable shall be limited to the amount specified in the **Certificate of Insurance** in respect of any one accident, or series of accidents arising out of the same event.

What is not covered

- 4 No cover is provided in respect of:
 - 4.1 the cost that **You** may be legally liable to pay for the salvage or the removal and/or disposal of the **Vessel** unless agreed by **Us**;
 - 4.2 the legal liabilities of anyone operating, managing or working upon the **Vessel** who is employed by a ship yard, repair yard, marina, yacht club, sales agency, delivery contractor or similar organisation;
 - 4.3 any liability for accidents or illness to any person engaged by **You** in connection with the **Vessel** under a contract of employment;

- 4.4 any liability to third parties admitted, accepted or agreed without **Our** consent;
- 4.5 any liability to third parties whilst the **Vessel** is being used for water-skiing, towing of water toys, aquaplaning or similar activity unless:
 - (a) **We** have agreed to such activity and the amount of liability for this is shown in the **Certificate of Insurance**;
 - (b) the water toys are of professional design and manufacture; and
 - (c) the water toys are operated exactly in accordance with the manufacturer's instructions regarding the maximum number of riders, their size and weight and speed of operation
- 4.6 any liability arising whilst the **Vessel** is used for or in connection with parasailing or other similar activity;
- 4.7 any liability to third parties while the **Vessel** is attached to, carried on or towed by a motor vehicle or has become unintentionally detached from a motor vehicle; or
- 4.8 any liability to any person if they or anyone else has paid for them to be on-board the **Vessel**, unless cover has been extended in accordance with Section E 1.2.

Please note that all other conditions in Section D and exclusions in Section E apply in every case

Section B ~ Emergency Medical Expenses

What is covered

- 1 Cover is provided for the cost of emergency medical expenses, up to a maximum of £1,000 per person, incurred by **You**, **Your** family and guests in respect of injuries suffered as a result of an accident whilst on board the **Vessel** with **Your** permission.

What is not covered

- 2 No cover is provided in respect of anyone employed or paid to be on the **Vessel**.

Please note that all other conditions in Section D and exclusions in Section E apply in every case

Section C ~ Personal Accident

What is covered

- 1 **We** shall pay £15,000 to **You** or anyone on board the **Vessel** with **Your** permission who has an accident whilst on board or whilst getting on or off the **Vessel**, which results in:
 - 1.1 death;
 - 1.2 physical severance or permanent loss of use of the entire arm, hand, leg and/or foot;
 - 1.3 permanent loss of sight of one or both eyes; or
 - 1.4 a permanent total disability which has lasted at least 52 weeks post incident and which prevents or precludes any gainful employment and where the medical advisors that **We** may appoint confirm that the disability will not improve.

What is not covered

- 2 No cover is provided in respect of:
 - 2.1 anyone employed or paid to be on the **Vessel**; or
 - 2.2 anyone making a claim against **You** that is covered under Section A of the **Policy**.

Please note that all other conditions in Section D and exclusions in Section E apply in every case

Section D ~ General Conditions that apply to the whole Policy

- 1 **You** must comply with all of the following conditions:
 - 1.1 If **You** give permission for someone else to be in charge of the **Vessel**, **You** must take steps to ensure that they have experience to do so.
 - 1.2 The **Vessel** must not be navigated single-handed by anyone for a period in excess of 18 consecutive hours.
 - 1.3 **You** must maintain the **Vessel** for the use intended.
 - 1.4 **You** must not make any commitment on **Our** behalf without **Our** prior agreement.
 - 1.5 The **Vessel** and the manner in which it is used or operated must comply with all statutory and local regulations or licencing conditions, as are applicable.
 - 1.6 **You** must not use or allow the **Vessel** to be used for any unlawful purpose.

Section E ~ General Exclusions that apply to the whole Policy

- 1 **You** are not covered for any claim arising:
 - 1.1 while the **Vessel** is outside the cruising range shown in the **Certificate of Insurance**, unless required to safeguard the **Vessel**, **You** or **Your** guests;
 - 1.2 when the **Vessel** is being used for charter, hire or commercial letting unless agreed by **Us**;
 - 1.3 from any act or omission of the person in charge of the **Vessel** if they were impaired following the consumption of alcohol or drugs;

- 1.4 from terrorism (unless cover is obligatory by law);
- 1.5 from lawful arrest, restraint or detention of the **Vessel**;
- 1.6 from war, civil war, conflict, commotion and riot;
- 1.7 from ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel including:
 - (a) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - (b) any weapon or device employing atomic or nuclear fission or fusion or other like reaction or radioactive force or matter; and
 - (c) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

Note: Exclusion 1.7 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 similar peaceful purposes.

- 1.8 from any chemical, biological, bio-chemical, or electromagnetic weapon;
- 1.9 from fire or explosion on the **Vessel** where the **Maximum Designed Speed** of the **Vessel** exceeds 17 knots if fitted with inboard machinery, unless:
 - (a) the **Vessel** is equipped in the engine room with a fire extinguishing system automatically operated; or
 - (b) has controls at the steering position; or

- (c) controls next to the engine room; and
- (d) all properly installed and maintained.

- 1.10 while the **Vessel** is unattended afloat if the **Vessel** is less than 17 feet length overall and the **Maximum Designed Speed** is in excess of 17 knots, unless agreed by **Us**.
- 2 You are also not covered:
 - 2.1 for punitive or exemplary charges or any costs resulting from any criminal proceedings; or
 - 2.2 while the **Vessel** is racing unless agreed by **Us**.
- 3 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.
- 4 Subject only to clause 6 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from 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.



- 5 Subject to the conditions, limitations and exclusions of the **Policy** to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.
- 6 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, clause 4 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.
- 7 A person who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 8 This insurance excludes coverage for:
- 8.1 any loss, damage, liability, cost, or expense directly arising from the transmission or alleged transmission of:
- Coronavirus disease (COVID-19);
 - Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2); or
 - any mutation or variation of SARS-CoV-2;
- or from any fear or threat of a), b) or c) above;
- 8.2 any liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for a), b) or c) above;

- 8.3 any liability for or loss, cost or expense arising out of any loss of revenue, loss of hire, business interruption, loss of market, delay or any indirect financial loss, howsoever described, as a result of any of a), b) or c) above or the fear or the threat thereof.

All other terms, conditions and limitations of the insurance remain the same

Section F ~ Cancellation

- 1 **You** may cancel the **Policy** at any time by contacting **Us** or **Your** broker.
- 2 **We** may cancel **Your Policy** at any time where there is a valid reason, subject to giving **You** or **Your** broker 15 days' notice in writing. Valid reasons for cancelling **Your Policy** include:
- non-payment of premium;
 - non-cooperation/failure to provide information; and
 - reasonable suspicion of fraud.
- We** will refund the premium less the proportionate amount for the time **You** were on cover (the minimum premium **We** will charge will be £30 plus Insurance Premium Tax).
- 3 The **Policy** may be cancelled at any time by mutual agreement.
- 4 Should the **Vessel** be sold or transferred to a new owner, or where the **Vessel** is owned by a company or other organisation should there be a change in the controlling interest of that organisation, this **Policy** will cease automatically from the time of that sale, transfer or change.
- 5 **You** may cancel the **Policy** within 14 days of purchase, or within 14 days of receiving the **Policy** documents, whichever is the later, **We** will refund the full premium that **You** have paid.

- 6** You may cancel the **Policy** more than 14 days after receiving the **Certificate of Insurance**, **We** will refund the premium less the proportionate amount for the time **You** were on cover (the minimum premium **We** will charge will be £30 plus **Insurance Premium Tax**).
- 7** Where a refund of premium is due, no payment for any amount under £10 will be made.
- 8** There will be no refund of premium if a claim has been paid during the current period of insurance.

Section G ~ Claims

- 1** In the event of any incident that may give rise to a claim **You** must:
- 1.1** tell **Us** as soon as possible; and
 - 1.2** assist **Us** and anyone else **We** appoint, such as surveyors and solicitors, as much as possible with the investigation and handling of **Your** claim.
- 2** **We** have the right to settle any claim made against **You** by a third party.
- 3** **We** have the right to bring a claim or legal proceedings in **Your** name in order to recover any sums **We** have paid.
- 4** Innocent misrepresentation and/or failure to disclose material information.
- If as a commercial customer **You** deliberately or recklessly breach **Your** duty to provide a fair presentation or as a consumer **You** deliberately or recklessly make a misrepresentation,

We will be entitled to avoid this **Policy**, refuse all claims and not return any of the premium paid.

If the breach is neither deliberate nor reckless, **We** will avoid this **Policy** and return the premiums only if **We** would not have entered into this **Policy** had **We** known the true position. If **We** would have entered into this **Policy**, but on different terms, those terms will be deemed to be incorporated into this **Policy**. In addition, if **We** would have entered into this **Policy**, whether the terms would have been the same or different, but would have charged a higher premium, **We** may reduce proportionately the amount to be paid on a claim.

For the purpose of this condition the acts, omissions or knowledge of one insured will not be imputed to any other insured.

Section H ~ Law

- 1** The parties are free to choose the law applicable to this insurance contract prior to commencement of this **Policy**. Unless specifically agreed to the contrary this insurance shall be subject to English law and the English and Welsh courts shall have exclusive jurisdiction.

Section I ~ Complaints

How to make a complaint

Haven Knox-Johnston's aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly at all times and are committed to providing **You** with the highest standard of service.

If **You** have any questions or concerns about **Your Policy** or the handling of a claim **You** should, in the first instance, contact Haven Knox-Johnston or **Your** broker where applicable. In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so at any time. Making a complaint does not affect any of **Your** legal rights.

Haven Knox-Johnston's contact details are:

Post: Complaints,
Haven Knox-Johnston,
10 The Courtyard, Kilcarbery Park,
Nangor Road, Dublin 22, Ireland.

Tel: +353 (0)57 8694069

E-mail: compliance@howdeninsurance.ie

If **You** are dissatisfied with the outcome of **Your** complaint, **You** may have the right to refer your complaint to an alternative dispute resolution body.

Post: Financial Services and Pensions
Ombudsman, Lincoln House,
Lincoln Place, Dublin 2. D02 VH29

Tel: +353 1 567 7000

E-mail: info@fspo.ie

Website: www.fspo.ie



Section J ~ Additional Loyalty Benefits

- 1 The following additional benefits will apply when **You** have been continuously insured with **Us** for 1 year or more consecutively without any claims during that period:
 - 1.1 In the event of a claim **We** agree to step back **Your** no claims bonus rather than delete **Your** entitlement in full as shown in the table below.

Continuous Years Insured	NCB Step Back
1	4 Years
2	3 Years
3	2 Years
4	1 Years
5+	Fully protected No Claims Bonus

- 1.2 **We** agree to increase the limits provided under the Emergency Medical Expenses & Personal Accident Sections by 10% per year. The maximum will be double the benefit limits stated.

Know Your Vessel



We hope these pages offer a useful way to record your vessel information all in one place. Although we don't ask for this information when you take out a policy with us, it's worth remembering that if you need to make a claim later on, we may ask for some or all of these details. So why not get them down now?

Hull

Hull Identification Number: _____

Registration number: _____

Colour of hull: _____

Colour of deck: _____

Colour of superstructure: _____

Colour of antifouling (underwater): _____

Colour of trim: _____

Note: You should find the hull identification number on the transom (usually starboard side) otherwise search the interior, for example, on the dashboard or helm position.

Engine

Make of engine: _____

Model: _____

Serial number: _____

Gearbox or outdrive: _____

Make: _____

Serial No: _____

Transom shield serial number (if this applies): _____

Note: You should find your engine serial number on a plate on the swivel clamp of an outboard motor or on top of the engine on a sticker if it is inboard. Gearbox serial numbers are usually on a plate on the gearbox, while outdrive and transom shield numbers are marked on stickers, usually on the casing.

How to get in touch



Our office is open Monday to Friday, 9am to 5pm (except for bank holidays). Outside of these hours, you'll be transferred to our messaging service, where you can speak to someone and leave a message. We'll aim to call you back the next working day.

We also run a claims emergency helpline. You'll find full details in the 'Help in making a claim' section of this booklet.

Need more help navigating your policy? Just get in touch - we've got you.



Customer Service	+353 (0)57 8694069 or email hello@HavenKJ.eu	For any questions you may have, or any changes you'd like to make to your policy.
For Claims	+44 (0) 1732 223 610 or email claims@HavenKJ.eu	To discuss your current claim or report any accident which may lead to a new claim on your policy.
For Renewals	+353 (0)57 8694069 or email hello@HavenKJ.eu	To renew or discuss the renewal of your policy.
For Quotes	+353 (0)57 8694069 or email hello@HavenKJ.eu	To request a new quote.
Website	HavenKJ.eu	Visit our website to get a quote, renew your policy, report a claim, or read more about us, boats, and why we love what we do.

Howden Insurance (Ireland) Limited trading as Haven Knox-Johnston is regulated by the Central Bank of Ireland. Howden Insurance (Ireland) Limited is authorised and regulated by the Financial Conduct Authority, No. 973308. Registered in Ireland under company registration number 338916. Registered Office: 10 The Courtyard, Kilcarbery Park, Nangor Road, Dublin 22, Ireland. Calls may be monitored and recorded for quality assurance purposes.

Haven Knox Johnston

This policy is a contract between you and us and is based on the information you have given on your proposal and any other information you have supplied. We have agreed to insure you under the conditions and exclusions in this policy and any endorsements. We will compensate you by payment, repair or reinstatement for any liability, loss, damage, accident or injury that happens during the period of insurance for which you have paid or agreed to pay the premium.