

Saga Third Party Plan Policy Wording

1. Cover

- (a) This insurance will cover the Insured in respect of all claims which the Insured shall by reason of interest in the Vessel specified in the Certificate of Insurance become legally liable to pay and shall pay, except as excluded in these clauses or by any special conditions. The indemnity payable in respect of any one accident, or series of accidents arising out of the same event, shall be limited to the sum specified in the Certificate of Insurance for that purpose.
- (b) The protection of this Clause 1 shall extend to any person navigating or in charge of the Vessel with the consent of the Insured other than a person operating, or employed by the operator of any ship yard, repair yard, marina, slipway, yacht club, sales agency, delivery contractor or similar organisation. This extension shall be subject to all terms and conditions of this insurance.
- (c) When the liability of the Insured has been contested with the consent in writing of the Insurers, they will also pay the legal costs which the Insured shall thereby incur or be compelled to pay.

The word "Vessel" means the Vessel herself, her machinery, boat(s), gear and equipment such as would normally be sold with the Vessel, being the property of the Insured named in the Certificate of Insurance. It does not include moorings.

2. Geographical limits and use of the Vessel

The following requirements must be complied with exactly. If any of these requirements is not complied with exactly, Insurers may cancel the policy from that time without refund of premium. No claim that results from failure to comply exactly with any of these requirements is recoverable under this policy.

- (a) The Vessel must be kept within the area defined in the Certificate of Insurance.
- (b) When not in commission the Vessel must be laid up or stored as specified in the Certificate of Insurance.
- (c) The Vessel must be used solely for private pleasure purposes, and must not be let out on hire, charter or reward unless agreed by Insurers in writing.

3. Change of ownership

Should the Vessel be sold or transferred to new ownership, this insurance shall be cancelled from that time.

4. Cancellation

If this policy does not meet your needs you have the right to cancel it at any point during its duration. You can telephone us on 0845 302 0210 to cancel your policy. You can also write to us at Saga Services Limited, Middelburg Square, Folkestone, Kent CT20 1AZ to cancel your policy. Cancellation is effective from the date your letter is dispatched.

We will refund any premium owing to you on a pro-rata basis, if you have not made a claim.

Saga Services Limited may cancel this policy by giving you 15 days' notice by recorded delivery letter. We will send this notice to your last known address.

Cancellation within the first 14 days:

If you cancel your policy within 14 days of receiving it we will refund your full premium within 30 days, unless you have made a claim. If you have made a claim in the first 14 days, we will give you a pro-rata refund on your premium based on the cover you have had.

If you do wish to cancel your policy and the insurance cover has not yet commenced you will be entitled to a full refund of the premium.

If after 14 days you have not cancelled your policy, we will assume that you have accepted the terms and wish your policy to continue for the agreed period of cover.

5. Exclusions

This clause is paramount and no claim shall be allowed in respect of any liability:

- (a) to the Insured or any owner of the Vessel;
- (b) admitted or agreed without the written consent of the insurers;
- (c) while in transit;
- (d) arising while the Vessel is racing;
- (e) or expense, intentionally caused or incurred by, or with the consent of any insured person, or arising from unseaworthiness resulting from any act or omission of any insured person;
- (f) directly or indirectly arising from capture, seizure, arrest, restraint or detainment, war, terrorism, civil war, revolution, rebellion, insurrection, civil conflict or commotion;
- (g) loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:
 - (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 - (iv) 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 similar peaceful purposes;
- (h) arising directly or indirectly from any accidents to, or illness of, workmen or any person employed in any capacity whatsoever by the Insured (or any other person to whom the protection of this insurance is afforded) in, on, about or in connection with the Vessel;
- (i) arising while the Vessel is used for, or in connection with, water-skiing, aquaplaning, or similar activity, unless expressly agreed in writing, in which case insurers liability shall be limited to the sum specified in the Certificate of Insurance for that purpose;
- (j) arising while the Vessel is used for or in connection with paragliding;
- (k) for punitive or exemplary damages, however described;
- (l) for any expenses incurred in the removal of the Vessel or wreck:
 - (l) from any place whatsoever, including;
 - (li) from any place owned, leased or occupied by the insured.

In addition where the maximum designed speed of the Vessel or her boat(s) exceeds 17 knots (20 M.P.H)

No claim shall be allowed in respect of liability or expense:

- (m) loss, damage, liability or expense arising from such Vessel or boat(s) being left unattended off an exposed beach or shore;
- (n) arising while such Vessel or boat(s) is racing or on speed tests or trials;
- (o) arising while such Vessel or boat(s) is underway unless the Insured or other competent person authorised by the Insured is on board and in control of such Vessel or boat;
- (p) caused by or arising through fire or explosion on such Vessel or boat if equipped with inboard machinery, unless such Vessel or boat is equipped in the galley with adequate fire extinguishing apparatus and in the engine room with an adequate fire extinguishing system automatically operated or having controls at the steering position(s), or outside and adjacent to the engine room and all properly installed and maintained in efficient working order.

6. Excess and deductions

The excess specified in the Certificate of Insurance shall be deducted from all claims arising out of each and every incident.

7. Claims

- In the event of any occurrence which might give rise to a claim under this insurance, we ask that you tell us of any claim as soon as is reasonably possible and take appropriate action to minimise a loss.
- In the event that you wish to make a claim on your insurance policy, please first check the certificate and policy to make sure that you are covered for this type of claim. If you are still in any doubt please call us on 0845 300 5338 (from the UK) or +44 1732 223 702 (from abroad).
- If the event is covered please call us on 0845 300 5338 (from the UK) or +44 1732 223 702 (from abroad). We will ask for your name, address and policy number. When you call we will take some relevant details and send a claim form to you within two working days. We will respond to you within five working days from either receiving your call or from receiving your completed claim form.
- The Insurers have the option of appointing solicitors who shall represent you in the defence of any third party claim covered by Clause 1 and in any event we shall direct the progress of such defence.

8. Payment

We will provide Saga Boat Insurance to you, provided you pay the agreed premium to us. If you pay by Direct Debit and do not keep up to date on your payments, you will not be covered by this policy from the date the last premium was due.

9. Complaints

If you have a complaint about **your** Saga Boat Insurance policy, please contact Customer Service Department, Saga Services Limited, Middelburg Square, Folkestone, Kent, CT20 1AZ or call **0845 302 0210**. If the matter is not resolved to your satisfaction, you can contact the Customer Relations Department, Saga Services Limited, Middelburg Square, Folkestone, Kent, CT20 1AZ or call 01303 771160, fax on 01303 771347, or e-mail us at services.customer-relations@saga.co.uk

If **you** have a complaint about a claim, please contact Saga Boat Insurance Claims Department, 11 Tower View, Kings Hill, West Malling, Kent, ME19 4UY or call **0845 300 5338** (from the UK) or **+441732 233 702** (from abroad), or e-mail us at sagaboatclaims@saga.co.uk

If this does not resolve your problem, you may write to:

Policyholder and Market Assistance
Lloyd's Market Services
One Lime Street
London
EC3M 7HA

Telephone: 0207 327 5693

Fax: 0207 327 5225

e-mail: complaints@lloyds.com

If you are still not satisfied with the final response, you can ask the Financial Ombudsman Service to review your case.

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

Telephone: 0845 080 1800

The Financial Ombudsman Service will only consider your complaint if you have already given us and Lloyd's the opportunity to resolve your problem.

10. Law

The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English law and jurisdiction.