

BOAT CLUB POLICY

Policy Summary

January 2019 edition



This document is a summary of the insurance cover provided by Your KGM Boat Club Policy and, as such, it does not contain the full terms and conditions of Your insurance Policy. You can find the full terms and conditions of the product in Your Policy wording and Schedule.

This summary is for Your information purposes only and does not form part of Your insurance contract.

The maximum amount We will pay in the event of a claim is the Sum Insured or Limit shown within Your Policy Wording or in Your Schedule.

Your Property at Your Premises			
Cover Features and Benefits	Standard Cover	Optional Cover	Significant Exclusions and Limitations
Accidental Damage cover including Marine Impact – subject to certain exclusions.	✓	x	<ul style="list-style-type: none"> • Fire precautions and minimum security conditions • Theft not involving entry to or exit from the premises by forcible and violent means • Bursting of non-domestic steam boilers • Gradually operating causes • Mechanical or electrical breakdown of machinery • Faulty or defective workmanship/operator error/a production process • Vacant or Disused Buildings – restricted cover applies • Average applicable to certain items • You must give particulars as soon as practicable and pay any additional premium that may be due • Excludes of any loss where cabinet is over 8 years old • Inner limits apply to extensions of cover
Subsidence	x	✓	
Replacement values on Buildings, Contents, Marine Installations (including debris removal, architects and surveyors' fees and the costs incurred in complying with EEC and public authority requirements)	✓	x	
Stock on cost price basis	✓	x	
Automatic reinstatement of Sum Insured following a loss	✓	x	
Index Linking of Buildings, Contents and Marine Installations	✓	x	
Damage to cables, drains and underground pipes, car parks, pavements, CCTV, aerials and alarm equipment if main building is damaged	✓	x	
Cover for tracing and making good leaking underground pipes, drains and cables	✓ £10,000	x	
Refilling fire extinguishing appliances and replacing sprinkler heads following loss	✓ £2,500	x	
Automatic cover for newly acquired or built buildings and extensions/additions/improvements to existing buildings and/or machinery	✓ 10% of the declared values up to £100,000	x	
Loss of freezer contents	x	✓	
Loss of oil and metered water	✓	x	
Replacement locks and keys following theft	✓ £500	x	
Damage to landscaped gardens caused by Emergency Services	✓ £10,000	x	
Accidental breakage of fixed glass and sanitaryware	✓	x	
Use of electricity gas or water by persons taking unauthorised possession of Your Premises	✓ £10,000	x	
Theft damage to buildings	✓	x	
Terrorism	x	✓	

Your Property away from Your Premises			
Cover Features and Benefits	Standard Cover	Optional Cover	Significant Exclusions and Limitations
All Risks cover on specified items anywhere in UK/EU	✓	✓ Can extend to worldwide	<ul style="list-style-type: none"> • Theft from a vehicle unless the vehicle is securely locked • Theft from Your own premises not involving entry or exit by forcible and violent means • Gradually operating causes • Any loss from an unattended vehicle or trailer vehicle • Average applicable to certain items
Loss or damage to Property whilst at exhibitions or in direct inland transit to or from the exhibition	x	✓	<ul style="list-style-type: none"> • Club Boats (see Club Boats section) • Loss of profit • Money • Storm damage – see Policy wording • Theft from unattended rooms / exhibition stands
Loss of Exhibition expenses sustained by You as a result of Damage	x	✓	<ul style="list-style-type: none"> • Consequential loss of any kind.
Automatic reinstatement of Sum Insured following a loss	✓	x	
Terrorism	x	✓	

Business Interruption				
Cover Features and Benefits	Standard Cover	Optional Cover	Significant Exclusions and Limitations	
Loss of business income resulting from Damage covered under Property Damage and Club Boats sections.	✓	✗	<ul style="list-style-type: none"> • Fire precautions and minimum security conditions • Theft not involving entry to or exit from the Premises by forcible and violent means • Bursting of non-domestic steam boilers • Gradually operating causes • Mechanical or electrical breakdown of machinery • Average applicable to certain items 	
Sum Insured Declaration Linked	✓	✗		
Maximum Indemnity Period	✓ 12 months	✓ 24 or 36 months period		
Outstanding Debit Balances where Your business accounts are lost due to Damage	✗	✓		
Automatic reinstatement of Sum Insured following a loss	✓	✗		
Basis of cover: <ul style="list-style-type: none"> • Gross Revenue • Increased Cost of Working • Additional Increased Cost of Working • Rent Receivable 	✗	✓		
Loss of income as a result of damage at Your Public Utility Supplier's premises	✗	✓		
Loss of Income as a result of accidental failure of Public Utility Supplies and telecommunications to Your Club premises	✗	✓		<ul style="list-style-type: none"> • Failure must be for at least 12 hours • Deliberate act of an authority
Loss of income resulting from Prevention of Access to Your Club premises as a result of Damage to other premises with a 1 mile radius of Your premises	✗	✓		<ul style="list-style-type: none"> • 1 mile radius
Loss of income following damage to: <ul style="list-style-type: none"> • Property stored away from Your premises • Property at Exhibition sites • Property at contract sites 	✗	✓		<ul style="list-style-type: none"> • Property must be within Great Britain, Northern Ireland, Channel Islands and the Isle of Man
Loss of income following a Breach of Canal	✗	✓	Excluding loss caused by caused by: <ul style="list-style-type: none"> • drought • storm or flood • inundation by the sea or tidal action • frost subsidence or landslip • the canal(s) or waterways own collapse, cracking or leakage • Damage solely due to the changes in the water table level 	
Loss of income as a result of specified Human Notifiable Disease being manifested within a 5 miles radius of Your Club premises and murder, suicide, food poisoning, vermin or pests in Your Club premises and closure of Your Club premises due to defective sanitation	✗	✓		
Terrorism	✗	✓		

Loss of Money / Personal Accident Assault			
Cover Features and Benefits	Standard Cover	Optional Cover	Significant Exclusions and Limitations
Loss of Money in Club Premises: <ul style="list-style-type: none"> whilst open, in transit and in a bank night safe (when closed) in safe (when closed) out of safe Authorised employees / Club officials residence Crossed cheques and non-negotiable money 	✓ £2,500 £2,000 £500 £1,000 £250,000	✗	<ul style="list-style-type: none"> Accompaniment Limits apply Fraud or dishonesty not discovered within 7 days Loss from unattended motor vehicles Minimum Security Standard condition Records and Key Security condition
Replacement locks at Your Club premises	✓ £1,000	✗	
Contingent security company cover	✓	✗	
Assault to employees/Club officials following robbery or attempted robbery: <ul style="list-style-type: none"> Death Total loss or permanent and total loss of use of one or more limbs or eyes Other permanent total disablement Temporary partial disablement Medical expenses Damaged clothing and personal effects Damage to carry bags Medical Expenses 	✓ £10,000 £10,000 £10,000 £100 per week £500 £500 £500 £1,000	✗	<ul style="list-style-type: none"> Age limits 16 – 75 Temporary disablement benefits payable for up to 24 months

Loss of Licence			
Cover Features and Benefits	Standard Cover	Optional Cover	Significant Exclusions and Limitations
Reduction in the value of Your interest in Your Club premises or in Your Club activities following Loss of Licence.	✓	✗	<ul style="list-style-type: none"> If You are entitled to obtain payment of compensation under any legislation or Bye-law. Your failure to take any step necessary for keeping the Licence in force. Your Club premises not being maintained in a sanitary condition or satisfactory state of repair. A compulsory purchase or surrender order.
Costs and expenses incurred by You where You appeal against the Loss of Licence	✓	✗	

Fidelity Guarantee			
Cover Features and Benefits	Standard Cover	Optional Cover	Significant Exclusions and Limitations
Loss of Money or tangible property belonging to Your Club caused by any dishonest, fraudulent or criminal act of any named Employees/Club officials.	✓	x	<ul style="list-style-type: none"> Loss caused by any act of any Employee/Club official committed prior to the Date of Acceptance applicable to that Employee/Club official. Any loss brought about by any Employee/Club official who, to Your knowledge, has committed a dishonest or fraudulent act. Loss where You continue to entrust the defaulting Employee/Club official with Money or goods after becoming aware of any material fact bearing on the honesty of the said Employee/Club member.
Discovery period - within 18 months	✓	x	
Automatic Reinstatement of the sum insured following a loss	✓	x	
Previous Insurance If this Policy immediately supersedes a Fidelity Guarantee insurance effected by Your Club, We will indemnify You in respect of any loss discovered during the continuation of this insurance but committed during the continuation of the previous Policy.	✓	x	
Temporary Agency Staff - includes any person supplied by a staff or employment agency.	✓	x	Excludes persons employed as drivers or in connection with warehouse duties or with computer operations or computer programming

Employers Liability			
Cover Features and Benefits	Standard Cover	Optional Cover	Significant Exclusions and Limitations
We will indemnify You against all sums that You become legally liable to pay as Compensation including Costs and Expenses in respect of Injury sustained by any Employee (including Voluntary helpers) caused during the Period of Insurance within the Territorial Limits and arising out of employment by You in the course of Your Club activities.	✓ £10,000,000 per any one incident.	x	<ul style="list-style-type: none"> Fines and penalties Liability for which compulsory motor insurance is required Asbestos (see Policy Wording)
War/Terrorism Limit of Indemnity	✓ £5,000,000 per any one incident	x	
Injuries to Working Partners We will deem such person under this section to be an Employee	✓	x	
Unsatisfied Court Judgments	✓	x	

Public and Products Liability			
Cover Features and Benefits	Standard Cover	Optional Cover	Significant Exclusions and Limitations
Public Liability			
<p>We will indemnify You against all sums that You become legally liable to pay as Compensation and Costs and Expenses in respect of:</p> <ul style="list-style-type: none"> • Injury to any person; • loss of or Damage to tangible property; • nuisance or trespass, obstruction, loss of amenities or interference with any right of way, light, air or water or other easement <p>occurring during the Period of Insurance within the Territorial Limits in the course of Your Club activities.</p>	<p>✓</p> <p>£3,000,000 per any one incident.</p>	<p>✓</p> <p>£5,000,000 per any one incident.</p>	<ul style="list-style-type: none"> • Fines and penalties • Liability for which compulsory motor insurance is required • Liability assumed by agreement • Gradual pollution • Work on aircraft or at airports in areas with aircraft access • Punitive, exemplary, aggravated, additional, compensatory damages awarded in North America.
Member to Member Liability	✓	✗	<ul style="list-style-type: none"> • Costs of rectifying property arising out of the presence of asbestos
Legal Liability cover for Damage to Third Party Vessels on Your Club moorings	✓	✗	<ul style="list-style-type: none"> • Work involving Offshore installations
Movement of Third Party owned Vessels	✓	✗	<ul style="list-style-type: none"> • Advice for a fee
Consequences of Faulty Workmanship	✓	✗	<ul style="list-style-type: none"> • Diving
Foul Berthing	<p>✓</p> <p>£100,000</p>	✗	<ul style="list-style-type: none"> • Loss of Use involving Commercial Vessels
Heat Work Away from Your Club Premises	✗	✓	<ul style="list-style-type: none"> • Terrorism
Cover for leased or rented premises where there is not a responsibility to effect insurance for fire and other perils	✓	✗	<ul style="list-style-type: none"> • Use of heat away from Your Club Premises precautions
Personal Liability whilst abroad on Your Club activities	✓	✗	<ul style="list-style-type: none"> • Asbestos (see Policy Wording)
Contractors Plant Association cover extension	✗	✓	<ul style="list-style-type: none"> • Material Damage limit £ 250,000. Higher limits available.
Libel and Slander cover extension	✗	✓	
Motor Contingent Liability / Movement of Obstructing Vehicles	✓	✗	
Legal Liability incurred under the: <ul style="list-style-type: none"> • Defective Premises Act – Section 3 • Data Protection Act 	<p>✓</p> <p>£250,000</p>	✗	
Corporate Manslaughter	✓	✗	
Tuition instruction or training provided by Your Club.	✓	✗	<ul style="list-style-type: none"> • Royal Yachting Association approved and qualified instructor or other such experienced person operating under Royal Yachting Association current guidelines
Race Officers Indemnity Negligent placing of starting guns, marker buoys or incorrect signals or from any negligent act by Race Officer, Flag Officer or official representing Your Club.	✓	✗	
Height work	✓	✗	<ul style="list-style-type: none"> • Height work restrictions apply

Products Liability			
<p>We will indemnify You against all sums that You become legally liable to pay as Compensation and Costs and Expenses in respect of:</p> <ul style="list-style-type: none"> • Injury to any person; • loss of or Damage to tangible property; <p>and occurring during the Period of Insurance within the Territorial Limits caused by any Product Supplied.</p>	✓ £3,000,000 per period of insurance	✓ £5,000,000 per period of insurance	<ul style="list-style-type: none"> • Higher limits available on request • Terrorism • Products knowingly supplied for use in or on aircraft • Cost of remedying defects in products supplied • Refunds/recalls/rectifications • Failure of Products Supplied to perform • Offshore • Advice for a fee • Pure Financial Loss • Contractual Liabilities • Property Owned/Leased/Hired or in Your care, custody or control • Gradual pollution
Indemnity to Principal	✓	x	
Consumer Protection Act and Food Safety Act Costs	✓	x	
Legal costs in respect of prosecutions under the Health and Safety at Work etc. Act 1974 or Part II Consumer Protection Act	✓	x	
Corporate Manslaughter	✓	x	
Compensation for Court Attendance	✓	x	<ul style="list-style-type: none"> • £250 per day per employee
Exports to North America cover extension	x	✓	<ul style="list-style-type: none"> • £2,000,000 per period of insurance Costs inclusive. • Excludes Punitive, exemplary, aggravated, additional, compensatory damages awarded in North America.

Personal Accident

Cover Features and Benefits	Standard Cover	Optional Cover	Significant Exclusions and Limitations – Refer Policy Exceptions
<p>Personal Accident for Employees/ Club officials:</p> <ul style="list-style-type: none"> • Accidental death • Loss of limbs, sight, speech, hearing • Permanent total disablement • Temporary Total Disablement • Temporary Partial Disablement • Loss of Index Finger/Thumb • Loss of any other Finger • Medical Costs – £1,000 limit 	x x x x x x x x	✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓	<ul style="list-style-type: none"> • Selected benefits • Accidents on Club activities cover only • Age restrictions 16-65 years • Certain hazardous activities excluded • Limit on weekly payments 104 weeks and no more than 75% of gross earnings

Club Boats			
Cover Features and Benefits	Standard Cover	Optional Cover	Significant Exclusions and Limitations – Refer Policy Exceptions
<p>Loss of or Damage, malicious or negligent acts of third parties or Fault to Your Club Boats.</p>	<p>✓</p>	<p>x</p>	<ul style="list-style-type: none"> ● Gradual deterioration ● Faults ● War/Terrorism. ● Theft of an unattended Club Boat Vessel. ● Theft of a Club Boat Vessel on a trailer unless a Wheel Clamp protects the trailer. ● Theft of any part of Your Club Boat Vessel unless securely fastened to Your Club Boat. ● Theft of an Outboard Engine unless locked on by an Outboard Engine Lock ● Damage to Your Club Boat Vessel’s canopies and protective covers caused by wind. ● Damage to Your Club Boat’s Vessel’s sails, masts, spars and rigging while the Vessel is racing, unless Racing Risks Endorsement is operative. ● Damage to Your Club Boat Vessel’s Machinery, if it is over three (3) years of age or where Your Vessel has an actual or maximum designed speed under engine power in excess of seventeen (17) knots. <p>CONDITIONS</p> <ul style="list-style-type: none"> ● Your Club Boat Vessel will remain within the Cruising Area stated in Your Schedule. ● Exercise reasonable care to keep Your Club Boat Vessel in a Seaworthy condition. ● Keep Your Club Boat Vessel in a safe place when not underway. ● An Engine Cut Off Device to be worn at all times whilst Your Club Boat Vessel is underway or whenever its engine is running. ● Personal floatation devices are made available to all persons on board Your Club Boat Vessel at all times. ● Maximum of 12 passengers on board Your Club Boat Vessel. ● You must tell Us if the actual or maximum designed speed of any Club Boat Vessel when under engine power exceeds 17 knots. ● No person under the age of 14 years is permitted on board Your Club Boat Vessel unless supervised by a suitably experienced adult

Legal Liabilities to Third Parties	✓ £3,000,000 per any one incident.	✓ £5,000,000 per any one incident.	<ul style="list-style-type: none"> • Higher limits available on request. • Any person engaged in any sport which involves being towed by Your Club Boat Vessel. • Any person diving from Your Club Boat Vessel from the time of leaving Your Club Boat Vessel until safely back on board.
The costs of Removal of any Wreck of Your Club Boat Vessel from any place owned, leased or occupied by You or where You are legally liable.	✓	x	
The cost of inspecting the bottom of Your Club Boat Vessel after grounding even if no Damage is found.	✓	x	
If Your Club Boat Vessel is Laid Up afloat, You may use Your Vessel for demonstration or trial within a five (5) mile radius of Your Club premises or place of lay-up	✓	x	
Theft or attempted Theft	✓	x	
Transit	✓	x	<ul style="list-style-type: none"> • Liability to Third Parties by Your trailer becoming unintentionally detached from the towing Vehicle. • As a result of an accident occurring on a highway or other public place whilst Your trailer is attached to the towing Vehicle.
Cover at Exhibitions in UK	✓	x	
Cover at Exhibitions outside UK	x	✓	
Waterskiers Liability	x	✓	<ul style="list-style-type: none"> • Terms and conditions apply – see Your Policy wording.
Racing Risks automatically included for Club Dinghies /sailing boats	✓	x	<ul style="list-style-type: none"> • Terms and conditions apply – see Your Policy wording.
Private Pleasure Use in connection with Your Cub activities	✓	x	
Third Party only	x	✓	<ul style="list-style-type: none"> • Wreck removal • Pollution
Basis of Claims settlement	✓	x	<ul style="list-style-type: none"> • All claims will be settled on the basis stated in Your Schedule but not exceeding the Sum Insured or Limit stated in Your Schedule, less the Excess. • We will be entitled to deduct: <ul style="list-style-type: none"> a. up to 1/3 off the replacement cost of used equipment. b. up to 50% from the cost of repairs or replacement to take account of any betterment.

Other Covers / Benefits			
Cover Features and Benefits	Standard Cover	Optional Cover	Special Clauses Section Significant Exclusions and Limitations
Policy no claims rebate	x	✓	<ul style="list-style-type: none"> The Policy must be renewed for the following year
Long Term Agreement discount	x	✓	<ul style="list-style-type: none"> The Policy must be in force for the period agreed Insurers are not obliged to accept an offer of renewal

Policy Significant or Unusual Exclusions and Limitations	
Significant or Unusual Exclusions and Limitations	Applies to
Nuclear Risks	All covers
War, Government Action and Terrorism (available as optional extra)	All covers
Sonic Bangs	All covers
Pollution & Contamination	All covers except Employers Liability and Personal Accident
Date Recognition	All covers except Employers Liability, Personal Accident
Computer, data processing equipment and data operator error, virus or hacking	All covers
Special terms apply to Vacant or Disused	All covers
Fines and Penalties	All covers
Liability assumed under Contract	All covers
Punitive Damages	All covers
Sanctions Limitations	All covers
Asbestos	Employers Liability, Public & Products Liability

Policy Excesses	
Buildings and Contents: <ul style="list-style-type: none"> Fire Lightning Explosion Aircraft Riot Civil Commotion Strikers Locked out Workers Labour Disturbances or Earthquake Subsidence (optional cover) All Other Losses 	<p>Nil</p> <p>£1,000 (minimum)</p> <p>£250</p>
Breakage of glass and sanitaryware	£250
All Risks on specified items	Various Excesses subject to cover and item value selected.
Business Interruption	Nil
Money	£50
Loss of Licence	£250
Fidelity Guarantee	£100
Public Liability	£500 in respect of Third Party Property Damage.
Products Liability	£500 in respect of Third Party Property Damage
Personal Accident	7 / 14 days in respect of Weekly benefits
Club Boats	Various Excesses subject to cover and type of craft / cover extensions selected. See Your Schedule for specific details.

Insurance Providers

This insurance is underwritten by Markel International Insurance Company Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register number 202570. Registered in England & Wales, no. 00966670. Registered office: 20 Fenchurch Street, London, EC3M 3AZ, United Kingdom

Administered by: KGM Underwriting Services Limited.

KGM Underwriting Services Limited are authorised & regulated by the Financial Conduct Authority, No: 799643. Registered in England & Wales, No: 10581020. Registered Office: 2nd Floor St James House, 27-43 Eastern Road, Romford, Essex, RM1 3NH.

The Law Applicable

In the absence of agreement to the contrary, Your Policy shall be governed by and construed in accordance with the laws of England and Wales. Any dispute relating to limits terms, conditions and exceptions or validity of Your Policy shall be subject to the jurisdiction of the courts of England and Wales.

How to Make a Claim

In the first instance utilise the claim notification phone numbers and the Claims Condition detailed in Your Policy or contact Your Insurance Advisor.

Your Right to Cancel

Cooling-off period

If this cover does not meet with Your requirements, please return all of Your documents and any Employers Liability Certificate(s) to Your Insurance Adviser who has arranged the cover, within fourteen (14) days of receipt. We will return any Premium paid in full providing there have been no claims or incidents reported

Outside the cooling-off period

You may cancel Your Policy at any time by providing prior written notice to Your Insurance Adviser. Providing You have not incurred eligible claims during the period We have been on cover, We will retain an amount of the Premium in proportion to the time We have been on cover and return the balance to You with the exception of minimum and deposit retained Premium.

We reserve the right to cancel Your Policy where there is a valid reason for doing so by providing fourteen (14) days' notice by registered post to Your last known address.

How to Complain

Your Insurer is committed to providing a high quality and professional service and to maintain fair outcomes for our customers. If You are dissatisfied or have any complaints about Your Policy or the handling of a claim You should, in the first instance, contact Laura Green on the following details:

By telephone: +44 (0)20 7953 6020
 Email: complaints@markelintl.com
 Write to: Legal & Regulatory, Markel International, London, EC3M 3AZ

The aim of this procedure is to settle the complaint fairly and as quickly as possible. We will use Our best endeavours to comply with the timeframes set out below.

1. A complaint received by Markel International Insurance Company Ltd (whether by letter, facsimile, e-mail, telephone conversation or other oral representation) will be allocated to an appropriate person to carry out an independent review of the justification of the complaint.
2. Complaints will be acknowledged in writing no later than 5 working days after receipt. That acknowledgement will include the name of the person who will be reviewing the complaint and a copy of this Complaint Procedure.
3. We will try to resolve a complaint within 4 weeks and give a written final response, or send an interim response explaining why we are not yet in a position to resolve matters.
4. By the end of eight weeks following receipt of a complaint, a final response will be issued or a further interim response giving an indication as to when a final response can be expected.
5. When we issue our acknowledgement of the complaint and our final our response we will include a copy of a leaflet published by Financial Ombudsman Service ("FOS").

The FOS operates a dispute resolution facility for consumers, micro-enterprises (small businesses), small charities and trustees. An eligible complainant has up to six months to register a complaint with the FOS if the outcome was not to their satisfaction. Should it prove necessary for the FOS to make a determination and the complainant accepts it, then we are bound by that determination up to a specified maximum amount.

You can contact the FOS at: Financial Ombudsman Service, Exchange Tower, London E14 9SR Email: complaint.info@financial-ombudsman.org.uk

Telephone: 0800 0234 567 (normally free for land line users)

Telephone: 0300 1239 123 (charged at the same rate as 01 or 02 numbers on mobile phone tariffs) Website: www.financial-ombudsman.org.uk

Financial Services Compensation Scheme (FSCS)

You may be entitled to compensation from the scheme if We are unable to meet Our obligations to You under Your Policy. If You were entitled to compensation under the scheme, the level and extent of the compensation would depend on the nature of Your Policy. Information about the scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU) Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website: www.FSCS.org.uk