

# **HULL SOLUTIONS**

**Policy Summary** 

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This policy is an annually renewable insurance, underwritten by Royal & Sun Alliance Insurance plc which may be renewed each year subject to your needs and our terms and conditions. The information below provides a summary of the cover provided. For full terms and conditions of the cover, please refer to the policy document a copy of which is available on request.

This policy can provide you cover against physical loss of or damage to businesses who own or operate commercial vessels.

In addition you can add cover for third party liability arising from the operation of such vessels.

Full details of the covers you have chosen are shown in your policy schedule.

The following tables provide a summary of the main policy features and benefits and any significant exclusions and limitations. For full policy details and our full terms and conditions please read your policy wording, a copy of which will be provided upon completion of your insurance contract, or at any time on request.

#### **Important Information**

The Important Information section of the policy summary explains the following:

- Law applicable to the policy.
- · Financial or trade sanctions.

#### **Table 1 Standard Features and Benefits**

The following will automatically be included in your policy, according to the cover you have selected.

#### **FEATURES AND BENEFITS**

#### SIGNIFICANT EXCLUSIONS OR LIMITATIONS

#### VESSELS

If shown as covered in the schedule, this section provides cover for damage to specified vessels owned, managed, operated or chartered by you within the navigational limits you have selected.

#### Standard cover:

- · Physical loss or damage to any insured:
  - 1. vessel
  - 2. tender
  - 3. trailer

including such vessel's hull, machinery, permanently fixed equipment, apparatus, parts, removable gear and/or equipment whilst on board and which would normally be sold with the vessel, tender and/or trailer.

- The cost of inspecting the bottom of any vessel following a grounding whether damage is discovered or not.
- Sue and labour costs.
- Removal of debris.
- Crew wages and provisions whilst in the course of a voyage to a place of repair and/or sea trials.
- Diversion expenses for securing medical treatment for any sick or injured person on board, landing a stowaway, refugee or person rescued at sea and awaiting a substitute member of crew.
- Additional costs taken specifically to eliminate or control an outbreak of infectious disease.

#### **Exclusions:**

- Claims resulting from certain perils such as wear, tear, gradual deterioration and mechanical, electrical or electronic breakdown or derangement are excluded. See the policy wording for full details.
- · During any process of conversion or rebuild.
- · Unexplained shortage.
- Theft of the vessel whilst left unattended on a trailer. Subjectivities apply.

#### Limitations:

- Sue and labour costs cover is limited to the insured value of the vessel
- · Removal of debris cover is limited to £100,000.
- Crew wages, provisions and diversion expenses are limited to £25,000
- Infectious disease costs are limited to £25,000.

#### THIRD PARTY LIABILITY INSURANCE

If shown as covered in the schedule, this section provides cover for your legal liability for damages arising out of accidental injury to any person or accidental loss or damage to third party property whilst the vessel is afloat on or navigating any body of water, in dry dock or on land

#### Standard cover:

- Liability to third parties for property damage and bodily injury caused by or arising from your ownership and/or use of any insured vessel whilst within the British Isles and/or the navigational limits.
- Legal costs.
- Removal of wreck.
- Fines and penalties. Cover includes liability for monetary fines for short or over-delivery of cargo, smuggling, immigration or any other neglect of any member of the crew.
- Life salvage payments.

#### **Exclusions:**

- Risks that require more specific insurance e.g. Motor.
- Employees and crew liability.
- Pollution.
- Other fines, penalties and damages including liquidated punitive damages, exemplary damages or any other multiplication of compensatory damages or compensation ordered or awarded by a Court of Criminal Jurisdiction.
- Contractual liability.
- Goods, equipment and/or merchandise for which you are responsible.
- Diving and water sports commercial or recreational diving, waterskiing, aquaplaning, kiting or similar activity

#### **Limitations:**

- The minimum limit provided will usually be £1,000,000 for any one event. Higher limits can often be provided on request.
- · Fines and penalties are limited to £25,000 in the aggregate.

#### **Table 2 General Exclusions and Conditions**

The following apply to your policy as a whole regardless of the specific cover you have selected. For full details of these and other exclusions and limits, please read the policy wording and schedule.

#### **GENERAL EXCLUSIONS AND CONDITIONS**

#### Notable exclusions:

- · Any loss, damage or liability whilst the vessel is:
  - being used as a houseboat or for private and pleasure purposes.
  - involved in speed trials, speed tests or racing.
  - involved in fishing, dredging and/or depositing of soil, towing and/or pushing any vessel and carriage of any persons for reward.
- Any AUV, ROV or similar craft.
- Unseaworthiness, unless such unseaworthiness arises without your knowledge.
- Destruction, damage, capture, seizure, arrest, restraint, detainment, confiscation, expropriation, requisition or pre-emption by any authorities.
- · Insolvency.
- Electronic risks.
- Nuclear risks, war.
- · Wilful misconduct by you or your directors or partners

#### **General Conditions:**

- · In respect of any:
  - duty of disclosure
  - effect of warranties
  - effect of acts of fraud

the rights and obligations applying to you and us shall be interpreted in accordance with the provisions of the Insurance Act 2015.

- If you fail to immediately advise us of any facts or changes which we would take into account in our assessment or acceptance of this insurance all benefit under this policy will be lost, the policy will be invalid, and you will not be entitled to a refund of premium.
- You must:
  - take reasonable precautions to prevent or minimise any damage or liability which may give rise to a claim under this policy
  - take care to comply with all statutory regulations or other obligations imposed by any authority

otherwise the policy will be invalid or a claim rejected or settlement reduced.

- This insurance is not assignable or transferrable.
- If a vessel is involved in a collision with, or receives salvage services from, another vessel owned, managed or operated by you, any claim will be dealt with as though it had been a third party vessel.
- · Cover will terminate with immediate effect in the event of:
  - any change, suspension, or withdrawal of the insured vessels class or similar certification or
  - any survey required to maintain such class or similar certification becoming overdue unless an extension has been agreed.
- · Claims for:
  - damage to insured vessels or trailers will be settled on the sub-limit shown in the schedule or the used market value whichever is the lesser.
  - repairs will be settled on the reasonable cost of repairs including new replacement cost of parts.
  - unrepaired damage at termination of the policy will be settled on the reasonable depreciation in the market value of the insured vessel arising from such unrepaired damage.

### **EXCESSES AND LIMITS**

- Any excesses applicable are detailed in your schedule. These amounts must be paid in the event of each and every claim. In the event of
  a claim arising under more than one section, only the largest excess will apply.
- · Limits apply to your policy, please refer to your policy wording/schedule for details.

# IMPORTANT INFORMATION

## Law applicable to the Policy

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of this Insurance shall be governed and construed in accordance with English law and shall be resolved within the exclusive jurisdiction of the courts of England and Wales.

## **Financial or Trade Sanctions**

Royal & Sun Alliance Insurance plc is unable to provide insurance in circumstances where to do so would be in breach of any financial or trade sanctions imposed by the United Nations or any government, governmental or judicial body or regulatory agency. Full details will be provided in your policy documentation.

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