



## Product: Inland Marine Equipment

Manufacturer Information
<p><b>Product information</b></p> <p>This product covers physical loss or damage to Mobile Contractors or Logging Equipment owned, leased, operated or otherwise in the care custody or control of a Commercial entity.</p> <p>The product is currently available to Worldwide customers but predominately written in USA, Canada.</p> <p><b>Core coverage</b> is written on an All Risks basis.</p> <p><b>Optional Covers</b>            Customers may consider purchasing optional coverage which can include the following; dependent on the form(s) being used :</p> <ul style="list-style-type: none"> <li>- Loss of use</li> <li>- Replacement Cost</li> <li>- Blanket Short-term leased, rented or borrowed equipment</li> <li>- Automatic Acquisitions</li> <li>- Debris Removal</li> <li>- Road Risk</li> <li>- Pollutant Clean Up &amp; Removal Expense</li> <li>- Removal (Preservation) Expense</li> <li>- Fire Department Service Charges</li> <li>- Fire Suppression Recharge Expense</li> <li>- Loss Data Preparation Cost</li> <li>- Reward Expenses</li> <li>- Employee Tools</li> <li>- Temporary Replacement Physical Damage Coverage</li> <li>- Rental Reimbursement</li> <li>- Crane Overload Coverage</li> <li>- Waterborne Property</li> </ul>
<p><b>Target market</b></p> <p>This product is suitable for commercial entities wishing to insure contractors or logging equipment which they own, lease, operate or is otherwise in their care custody or control against physical loss or damage in any territory where Lloyd's has a licence to write motor vehicle physical damage business.</p> <p>This product is suitable to be sold in all Territories however it is noted that TMK do not currently facilitate distribution in certain licensed territories, including the United Kingdom &amp; EEA</p>
<p><b>Types of customer for whom the product would be unsuitable</b></p> <p>The product is not appropriate for the following target markets and or customer types:</p> <ul style="list-style-type: none"> <li>- Automobile or Equipment Dealers</li> <li>- Private Individuals</li> </ul>
<p><b>Any notable exclusions or circumstances where the product will not respond</b></p> <p><b>(i) Exclusions and Conditions can include but are not limited to the following dependent on territory and specific forms used:</b></p> <ul style="list-style-type: none"> <li>- The insured vehicle not being used for stated purposes or being used for improper/illicit purposes;</li> <li>- Any claim arising from an action or licensing request caused or contributed to by the insured's actual or alleged dishonesty, fraudulent, malicious or criminal conduct;</li> <li>- Claims arising outside of the territorial limits;</li> <li>- Scheduled vehicles only;</li> <li>- In certain territories Named driver(s) or driver(s) must meet a pre-agreed driver criteria;</li> <li>- Wear and tear, mechanical, electrical breakdown or failure, freezing unless arising from an insured peril; and</li> <li>- Tyres unless by fire, theft, collision or upset which cause other damage to the insured vehicle.</li> </ul>



If agreed terms and conditions (including warranties and conditions precedent) that were agreed when the policy was placed have not been adhered to, this could mean a notified claim may be denied.

Exclusions applied, subject to Territorial restrictions or regulatory requirements can include but not limited to:

- Nuclear, biological, radioactive contamination;
- War and civil war
- Communicable disease
- Cyber
- Terrorism

**(ii) Limits of Liability:**

As agreed with the insured based on their insurance needs and or requirements as stated in the policy schedule.

**(iii) Deductible / Excess**

Policies may be subject to Deductibles or Excesses where Insurers are not liable for the amount of claims up to the deductible or excess value(s) Claims that are submitted that fall below the deductible or excess value will not be paid.

Depending on the needs of the client, there may be sublimits within the policy for certain extensions of coverages or perils. Claims Made under optional extensions of cover purchased or perils subject to sublimits will not be paid

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**Other information which may be relevant to distributors**

This product should be sold in line with FCA or local regulations and can only be sold by a regulated insurance distributor.

Sales journeys must identify customer eligibility and ensure that key information and choices to be made are presented to customers in a way that supports a customer through the process of understanding core cover and configuring optional elements of insurance to suit their specific demands and needs.

This product can be sold face to face, via telephone, electronic communications or a mix of these methods, as long as customers are provided with sufficient information to make an informed decision regarding the suitability of the product.

Where Distributor 1 sells this Product via multiple other distributors (via sub-delegation or sub-brokering), it is their responsibility to ensure all distributors have been provided this document, have reviewed it and understand the content. If there is any additional remuneration, including commissions, fees or other 'non-standard' remuneration charged to the customer by other distributors, it is the responsibility of Distributor 1 to inform TMK of these details accurately and in full.

This product can be sold with or without advice in line with FCA regulations or local regulations if the distributor is regulated outside of the UK.

**Commission & Fees**

If there is a coverholder in the chain, they are expected to ensure that maximum commission rates do not exceed those stipulated within the Binding Authority Agreement.

The coverholder is expected to maintain oversight of all broker commissions (where applicable) and, where there may be a risk to product value, remedial action should be taken immediately including notification to Tokio Marine Kiln.



Brokers are reminded of their own regulatory obligations in relation to remuneration under PROD 4.3.6 as well as the requirements to make all necessary disclosures to the customer.

Where there are any fees charged by any member of the distribution chain these should be:

- commensurate with the service provided by the distribution.
- not have an adverse impact on customer value; and
- distributor should ensure that TMKS is made aware of the fee amount and/ or method of calculation.

### How value is assessed

Value is assessed based on a number of metrics, including underwriting, claims and complaints information as well as through broker and coverholder engagement.

Remuneration paid as set out in our agreements with distributors has been considered as part of the value assessment.

If additional add-ons (including premium finance) are sold alongside this product or additional remuneration is charged, this may affect the value for the customer.

Further information on our product approval processes can be obtained on request.

Date Fair Value assessment completed	November 2023
Expected date of next assessment	November 2024