

Your Third Party Only Boat Insurance Policy



Welcome to MS Amlin

We are delighted that you have chosen us to look after your boat insurance and you can feel confident that you've made the right choice. Why, because our customers regularly take the time to praise us for both our claims and customer service. Why not take a look at the testimonials page on our website to see a small sample of our clients comments about us at: **www.boatinsure.co.uk**.

This policy booklet tells you everything you need to know about your policy and how to make a claim.

Should you have any questions please do not hesitate to contact us, you can quickly find all our contact details at the back of this booklet.

Once again thank you for choosing MS Amlin and we wish you a pleasant year's boating.

The MS Amlin team

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Help in making a claim

At MS Amlin our aim is to give you peace of mind by providing an efficient and helpful claims service.

To ensure a claim runs smoothly we will need your assistance, so please take the time to read this section as it contains some useful guidance and sets out some of your duties and responsibilities.

It is important that you tell us everything you know about an incident that might give rise to a claim whether you think it is relevant or not, it might become important later.

How to contact us

MS Amlin

11 Tower View
West Malling
Kent ME19 4UY

Tel: 01732 223610 from the UK
or +44 1732 223610 from abroad

Fax: 01732 871482 from the UK
or +44 1732 871482 from abroad

E-mail: boatclaims@msamlin.com

Our office hours are 09.00 to 17.00 (GMT/BST) Monday to Friday excluding bank holidays. If you are calling our claims team outside of these hours you will automatically be transferred to our messaging service where you can give details of your loss or damage; we will then aim to respond to you by the next working day.

You can either download a claim form or submit a claim via our website at **www.boatinsure.co.uk/claims-information**. Our online claim form will allow you to enter all the details regarding your loss or damage, as well as the ability to upload photos.

Should you require urgent assistance outside of our office hours, we have 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. Thereafter, all advice should be taken from and reference made to, us or those parties that we may appoint to assist you.

Emergency Out of Hours Helpline (Provided by C Claims)

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

Fax: 020 8500 1005 from the UK
or +44 20 8500 1005 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.

Unless you submit your claim online we will forward a claim form to you for completion as soon as we are told of the incident, remember you can also download a claim form via our website **www.boatinsure.co.uk/claims-information**.

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.

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 charges or 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.

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 MS Amlin plc. We will manage personal data in accordance with data protection law and data protection principles. We require personal data in order to provide good-quality insurance and ancillary services and will collect the personal data required to do this. This may be personal information such as name, address, contact details, identification details, financial information and risk details. The full Data Privacy Notice can be found on www.msamlin.com/en/site-services/data-privacy-notice.html. A paper copy of the Data Privacy Notice can be obtained by contacting the Data Protection Officer by email (dataprotectionofficer@msamlin.com) or at the below address:

Data Protection Officer, MS Amlin plc, The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AG

Telephone Recording

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

Premiums and Claims

All premiums and claims are handled by us 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 you do not 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 are only able to discuss your policy with the person(s) shown in the Certificate of Insurance. If you require someone else to deal with your policy on your behalf please contact us on 01732 223600 from the UK or +44 1732 223600 from abroad, 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 MS Amlin, 11 Tower View, Kings Hill, West Malling, Kent ME19 4UY, Tel 01732 223600 from the UK or +44 1732 223600 from abroad, Fax 01732 223601 from the UK or +44 1732 223601 from abroad, E-mail yachts@msamlin.com.

Third Party Only 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** - MS Amlin Underwriting Services Limited 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 Financial Conduct Authority.

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 detainment 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** 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**.

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.

Section H - Law

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.

MS Amlin'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 MS Amlin 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.

MS Amlin's contact details are:

Post: Complaints, MS Amlin Insurance SE, The Leadenhall Building,
122 Leadenhall Street, EC3V 4AG

Tel: +44 (0) 20 7746 1300

E-mail: complaints@msamlin.com

If **You** remain dissatisfied after MS Amlin has considered your complaint, or if **You** have not received a written final response within eight weeks from the date MS Amlin received **Your** complaint, **You** may be entitled to refer **Your** complaint to the Financial Ombudsman Service who will independently consider **Your** complaint free of charge. Their contact details are:

Post: The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Tel: (Fixed): 0800 0234567 Tel (Mobile): 0300 1239123

Tel (Outside UK): +44 (0) 20 7964 0500 **Fax:** +44 (0)20 7964 1001

E-mail: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Alternatively, if **You** have bought a product or service online **You** may have the right to register **Your** complaint with the European Commission's online dispute resolution (ODR) platform. The ODR platform will redirect **Your** complaint to the appropriate alternative dispute resolution body. For further details visit <http://ec.europa.eu/odr>

Please note:

- **You** must refer **Your** complaint to the Financial Ombudsman Service within six months of the date of **Our** final response.
- The Financial Ombudsman Service will normally only consider a complaint from private individuals or from a business that has an annual turnover of less than 2 million Euros and fewer than 10 employees.

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 loss covered by the **Policy We** will reduce the amount of the **Policy** excess **You** are required to pay as shown in the table below:

Continuous Years Insured	Policy Excess Reduction
1	10%
2	20%
3	30%
4	40%
5 Years +	50%

Reductions in excess will not apply where an increased excess(s) has been imposed for racing, moorings, named windstorm events or specific trips.

1.2 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 Year
5 Years +	Fully protected no claims bonus

1.3 **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.

How to contact us



Our office is open Monday to Friday 09:00 to 17:00 excluding bank holidays. Outside of these hours you will be transferred to our messaging service where you can speak to someone and leave a message, and we will aim to call you back the next working day.

We also operate a claims emergency helpline, full details can be found in the “Help in making a claim” section of this booklet.

Claims	01732 223610 from the UK or +44 1732 223610 from abroad	To discuss your current claim or report any accident which may give rise to a new claim on your policy.
E-mail	boatclaims@msamlin.com	
Fax	01732 871482	
Customer Service	01732 223600 from the UK or +44 1732 223600 from abroad	For any queries that you may have or any changes that you wish to make to your policy.
Renewal Line	01732 223660 from the UK or +44 1732 223660 from abroad	To renew or discuss the renewal of your policy.
Quotation Line	01732 223650 from the UK or +44 1732 223650 from abroad	To request a new quotation.
Fax	01732 223601	For any queries that you may have or any changes that you wish to make to your policy.
E-mail	yachts@msamlin.com	In addition to a wealth of information you can also obtain a quote, renew your policy and report a claim on-line.
Website	www.boatinsure.co.uk	

11 Tower View, Kings Hill, West Malling, Kent ME19 4UY.

MS Amlin Underwriting Services Limited is authorised and regulated by the Financial Conduct Authority.

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.