



Why be different

# Y YACHT INSURANCE POLICY (FOR OYSTER YACHTS)

Underwritten on an “All Risks” basis

Y Yacht Insurance is the trading name of Y@ Limited which is authorised and regulated by the Financial Conduct Authority.

[www.yyachtinsurance.com](http://www.yyachtinsurance.com)

3 Belmont Villas, Plymouth, PL3 4DP England  
Tel: +44 (0)1752 606557 Email: [y@why.uk.com](mailto:y@why.uk.com)

Y Yacht Insurance Policy (for Oyster Yachts) is underwritten by  
Amlin Syndicate 2001 at Lloyd's

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## Welcome to the Y Yacht Insurance Policy (for Oyster Yachts)

Thank you for choosing to insure through Y Yacht Insurance.

We have prepared this booklet to provide you with the necessary information relating to the exclusive Y Yacht Insurance Policy (for Oyster Yachts).

If we can help you on any insurance related matter or in the unlikely event of a claim please contact me or any member of my crew.

I would like to draw your attention to the fact that you are automatically covered for any racing (including all Oyster events) without having to refer to us. In the event of a claim when racing there are no penalties and the policy retains the same deductible.

If appropriate, and if you have not already done so, I recommend that you provide your skipper's CV to us for approval in order to help create a smooth passage in the unfortunate event of a claim.

Enjoy sailing your special yacht.

**Barrie Sullivan**  
(Managing Director)

## POLICY SUMMARY

The following summary contains some important information about the Y Yacht Insurance Policy (for Oyster Yachts). It does not contain the full terms and conditions of your policy which can be found within the wording.

### About your Y Yacht Insurance Policy (for Oyster Yachts)

This is a 12 month policy or as shown on your Certificate of Insurance which is underwritten by Amlin Syndicate 2001 at Lloyd's on an "all risks" basis.

### Important features and benefits

All risks cover for loss, damage, theft and third party liability (see clauses 1.1 and 1.5) – unless otherwise stated

- Cover extends to include direct loss or damage caused by latent defect, wear and tear or mechanical breakdown resulting in FIRE, SINKING, SUBMERSION, RIGGING FAILURE, COLLISION OR STRANDING. (See clause 1.1.2 and 3.4)
- Cover extends to include loss or injury the insured or owner suffers whilst the vessel is in charge by another person (see clause 3.16)
- No excess or loss of no claims bonus (if applicable) for loss or damage to the vessel when berthed on a pontoon or ashore in a marina (see clause 5.5)
- Automatic cover for Personal Belongings to the value of £2,000 (see clause 1.6), (increased value available on request)
- Cover for outboard motor, tender and liferafts up to the values stipulated in the Certificate of Insurance.
- Medical Costs and Personal Accident cover (see clause 4)

### Important and unusual exclusions or limitations – unless otherwise stated

- Wear and tear and mechanical breakdown excluded (see clauses 3.4 and 3.4.6). However, unless covered by manufacturers' warranties, physical damage to main engines and attached gearboxes is covered within the scope of clause 1 other than as a result of misuse, if they are less than 5 years old, professionally installed and maintained and modified to a manufacturer's recommendations.
- Restrictions for machinery cover apply (see clause 3.13)
- Single handed sailing restricted to passages up to 18 hours (see clause 2.3)
- Swinging moorings must be inspected at least once every 12 months (see clause 2.8)

## POLICY SUMMARY (CONT)

### How do you make a claim on this policy?

If you need to make a claim, you should immediately contact Y Yacht Insurance.

Y Yacht Insurance contact details:

- by phone: +441752 606557
- by email: [y@why.uk.com](mailto:y@why.uk.com)
- by fax: +441752 451893
- in writing to us at: Y Yacht Insurance, 3 Belmont Villas, Plymouth PL3 4DP, UK;

or: -

You could also contact the claims administrator Amlin Underwriting Services Ltd trading as Haven Knox-Johnston who has been appointed by the insurer on:

- by phone: +441732 223610 (claims messaging service/helpline available outside office hours 9-5pm)
- by email: [havenclaims@amlin.co.uk](mailto:havenclaims@amlin.co.uk)
- by fax: +441732 871482
- in writing: Haven Knox-Johnston, 11 Tower View, Kings Hill, West Malling, Kent, ME19 4UY

Emergency (only) Claim Helpline – Out of office hours +44208 5026999

Further information can be found in the 'Guide to making a claim' section of this booklet.

### How do you cancel this policy?

You may cancel your insurance by phoning or writing to Y Yacht Insurance. Please see the cancellation section of the policy wording for full details of how to cancel your policy. This will also explain any deductions that may be applicable.

You have the right to cancel your policy within 14 days of the inception date or the day policy documents were received and receive a full premium refund less any applicable deductions.

### How do you complain to us?

We take great pride in the service we provide to you, however, if you are unhappy with the handling of your insurance please contact the Managing Director, Y Yacht Insurance, 3 Belmont Villas, Plymouth PL3 4DP, Email [y@why.uk.com](mailto:y@why.uk.com).

Any complaint relating to a claim should be addressed to: The General Manager, Amlin Underwriting Services Ltd, 11 Tower View, Kings Hill, West Malling, Kent. ME19 4UY, Tel: +441732 223600, Fax: +441732 223601, Email: [Haven@amlin.co.uk](mailto:Haven@amlin.co.uk)

## POLICY SUMMARY (CONT)

In the event that you are dissatisfied with the handling of your complaint you can at any time refer the matter to Policyholder & Market Assistance.

The address is: Lloyd's Market Services, One Lime Street, London ECM 7HA;

Tel: 0207 327 5693; Fax: 0207 327 5225; Email: [complaints@lloyds.com](mailto:complaints@lloyds.com).

If for any reason your complaint cannot be resolved and the yacht is not owned by a business with a turnover of £1M or more then you can refer it to the UK Financial Ombudsman Service.

### **Are we covered by the Financial Services Compensation Scheme (FSCS)?**

Marine types of insurance are not covered by the FSCS.

## IMPORTANT INFORMATION

### **General**

The amount the insurers have insured your vessel for is the agreed value of the vessel. If the information you have provided about the value of the vessel (including the price you bought it for) is false your insurance cover may not be valid and the insurers may refuse to pay your claim.

### **Important Notice**

Don't forget that you must advise Y Yacht Insurance of any matter arising which may affect the insurers assessment of your insurance. Examples include changes in conditions, use of the insured property, criminal charges or convictions of any person having an interest in the property, change in the mooring location or type of mooring for your vessel. If in doubt please ask, failure to disclose fully and truthfully all relevant information may lead to the insurance being void.

### **Professional Skipper**

In order to help create a smooth passage in the event of a claim, it is strongly recommended that your skipper's CV is checked and approved by Y Yacht Insurance. The same recommendation applies should you change your skipper or employ a temporary locum.

## IMPORTANT INFORMATION (CONT)

### Taxes

There may be circumstances where taxes may be due that are not paid via the insurers. 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 insurance wording and any communication throughout the duration of the contract will be in English.

### Law and Jurisdiction

Unless specifically agreed to the contrary your insurance shall be subject to English law and the English courts shall have exclusive jurisdiction.

### Data Protection Act

To consider your request for insurance cover or to administer subsequent dealings of your insurance we must process your personal data and where appropriate your 'sensitive' personal data and in doing so we will comply with the provisions of the Data Protection Act 1998. For these purposes the Data Controller is Y @ Limited.

### Insurance Administration

It may be necessary by law or to effect or administer your insurance to pass your information to a third party whereby we will ensure that anyone we pass your information to will treat it with the same level of protection as if it was dealt with ourselves.

If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us and for us to process their personal data and that you have told them.

### Telephone Recording

For our joint protection telephone calls may be recorded and/or monitored.

### Premiums

All premiums received are held by Y @ Limited on behalf of the insurer.

### Claims

The insurer has appointed Amlin Underwriting Services Ltd trading as Haven Knox-Johnston to administer claims handling on their behalf.

# Y YACHT INSURANCE POLICY (FOR OYSTER YACHTS) WORDING

## DEFINITIONS

The following words in bold text shall be deemed to have the meanings as given:

**Insured** means the individual(s), company or other entity named in the Certificate of Insurance or in respect of liabilities to third parties a person in accordance with clause 1.5.4.

**Insurer** means Amlin Syndicate 2001 at Lloyd's.

**Vessel** means the insured vessel as specified in the Certificate of Insurance and is comprised of the hull, machinery, gear and equipment (such as would normally be sold with the Vessel) and the tender and the tender's outboard as specified in the Certificate of Insurance, being the property of the Insured named in the Certificate of Insurance. It does not include moorings in any circumstances.

**Sum Insured** means the agreed value of the Vessel or other insured property as specified in the Certificate of Insurance.

**Total Loss** means when the Vessel is, following an insured loss, destroyed or the Insured is irretrievably deprived of the Vessel.

**Constructive Total Loss** means when the cost of recovery and/or repair of the Vessel, following an insured loss, exceeds the Sum Insured.

**MCA** means Maritime and Coastguard Agency.

**Latent Defect** means any hidden flaw, weakness or imperfection that cannot be identified by reasonable inspection. It does not include any item that is damaged or less effective due to use, wear and tear or similar.

**Personal Belongings** means the personal property of the Insured and, if appropriate, the Insured's domestic partner and their children who permanently live with them, and their guests and permanent crew (if applicable) whilst onboard the Vessel.

**Boats** means any boat, other than the Vessel, specified in the Certificate of Insurance.

All other words shall be given their ordinary meaning.

## YACHT INSURANCE POLICY (FOR OYSTER YACHTS) WORDING (CONT)

### 1 COVER

THE COVER PROVIDED BY THIS INSURANCE IS SUBJECT TO ALL CONDITIONS AND EXCLUSIONS IN THIS POLICY WORDING AND THE CERTIFICATE OF INSURANCE.

PLEASE NOTE THE PARTICULAR LIMITATIONS RELATING TO MACHINERY SPECIFICALLY IN CLAUSE 3.13

- 1.1 The Insured is covered for:
  - 1.1.1 all risks of accidental physical loss or damage to the and/or other insured property specified in the Certificate of Insurance;
  - 1.1.2 loss or damage caused by Latent Defect in the Vessel (excluding the cost or expense of repairing or replacing the defective part);
  - 1.1.3 negligence, deliberate damage (not caused by the Insured except in an attempt to save human life), theft and piracy (for which cover is provided solely in relation to the Vessel) provided the Insured has taken all reasonable measures to maintain, protect and secure the Vessel and/or other insured property specified in the Certificate of Insurance; and
  - 1.1.4 all reasonable charges, including salvage charges, incurred to prevent or minimise a loss by any risk covered by this insurance. The cost of temporary repairs is only covered to the extent required to prevent or minimise a loss.
- 1.2 The Insured shall recover from the Insurer no more than the Sum Insured plus agreed salvage costs less any applicable excess or other deductions in accordance with clause 5.
- 1.3 If the Certificate of Insurance specifies a separate Sum Insured for any items other than the Vessel, the Insured shall recover from the Insurer no more than that Sum Insured less any applicable excess or other deductions in accordance with clause 5.
- 1.4 If the Insured provides information about the value of the Vessel (including the purchase price of the Vessel) which is false, this insurance may not be valid and Insurers may decline to pay any claim.
- 1.5 In respect of liabilities to third parties:
  - 1.5.1 the Insurer shall indemnify the Insured in respect of all claims for personal injury and property damage which the Insured shall by reason of their interest in the insured Vessel become legally liable to pay and shall pay to any third party. The indemnity payable in respect of any



## Y YACHT INSURANCE POLICY (FOR OYSTER YACHTS) WORDING (CONT)

one accident, or series of accidents arising out of the same event, shall be limited to the Sum Insured for the Vessel unless there is a sum specified in the Certificate of Insurance;

- 1.5.2 the Insurer will indemnify the Insured in respect of the costs that the Insured is responsible for paying for removal of the wreck of the Vessel, provided that the Insurer has agreed to pay for the damage to the Vessel;
- 1.5.3 in addition, when the liability of the Insured has been contested with the consent in writing of the Insurer, the Insurer will pay the legal costs which the Insured shall thereby incur or be compelled to pay; and
- 1.5.4 cover shall extend to any person navigating or in charge of the Vessel with the consent of the Insured. However, such cover shall not include any person operating, or employed by the operator of any ship yard, repair yard, slipway, marina, yacht club, sales agency, delivery contractor or similar organisation.

Such cover provided by this clause shall be subject to all other terms and conditions of this insurance.

- 1.6 Personal Belongings to the value of £2,000 are covered against physical loss or damage in accordance with the terms of the insurance whilst on-board the Vessel and whilst in transit between the Insured's place of residence and the Vessel. Should another sum for Personal Belongings be specified in the Certificate of Insurance, this shall be the total for Personal Belongings, the amount shall not be cumulative.

1.6.1 In addition to the other limits and exclusions in this policy:

- 1.6.1.1 no single item with a value in excess of £250 is insured unless declared and agreed in writing;
- 1.6.1.2 jewellery, cash, travellers cheques, debit cards, credit cards, charge cards, other financial securities (including but not limited to share, premium or bond certificates), consumable stores are not covered neither is fine art unless stated in the Certificate of Insurance; and
- 1.6.1.3 breakage of articles of a brittle nature is not covered.

- 1.7 Personal Belongings are not covered by this insurance if they are covered under any other policy of insurance or, but for the existence of this insurance, would be covered under any other policy of insurance.

## Y YACHT INSURANCE POLICY (FOR OYSTER YACHTS) WORDING (CONT)

- 1.8 In the event that a sum for Personal Belongings is specified in the Certificate of Insurance this shall be the most that can be recovered for Personal Belongings. If the total value of the Personal Belongings on-board the Vessel at the time of the loss exceeds the amount specified for Personal Belongings in the Certificate of Insurance, the amount that may be claimed shall be reduced proportionately.

## 2 GEOGRAPHICAL LIMITS AND USE OF THE VESSEL

THE FOLLOWING ARE CONDITIONS PRECEDENT TO INSURER'S LIABILITY. IN THE EVENT OF A BREACH NO CLAIMS WILL BE PAID AND NO REFUND OF PREMIUM WILL BE MADE.

- 2.1 The Vessel is only covered within the cruising range specified in the Certificate of Insurance. Unplanned departures from specific cruising areas not exceeding 72 hours are held covered, but must be notified to Y Yacht Insurance as soon as possible afterwards.
- 2.2 The Vessel is also covered whilst in transit by road and, where incidental to such transit, by passenger or vehicle ferry or train, provided the Vessel is carried on a suitable and roadworthy trailer and in accordance with all applicable laws and regulations. The Vessel is also covered for transit performed by a professional road haulier under a contract of carriage provided that the Insured does not waive any rights to recover from the haulier in the event of loss or damage to the Vessel.
- 2.3 The Vessel is covered for single-handed sailing by the Insured named in the Certificate of Insurance, but for a passage which might last 18 hours or more, the Vessel is only covered for loss, damage, liability or expense while underway, provided at least two people are on-board throughout and each person is qualified or has experience appropriate for them to take charge of the Vessel unless otherwise stated in the Certificate of Insurance.
- 2.4 The Vessel must not be used as a place of residence by anyone other than the Insured, the Insured's domestic partner and/or their children who otherwise permanently live with them and/or permanent crew, unless agreed by the Insurer in writing. In no event shall cover extend to include any commercial letting.
- 2.5 The Vessel must be used for private pleasure purposes only, and must not be let out on charter, hire or reward unless expressly agreed to by the Insurer and specified in the Certificate of Insurance. Should the Insurer provide agreement to allow such use the Insured must ensure that:
  - 2.5.1 the Vessel is compliant with applicable MCA regulations or any other local regulation or licensing conditions when on charter;

## Y YACHT INSURANCE POLICY (FOR OYSTER YACHTS) WORDING (CONT)

- 2.5.2 the number of passengers is restricted to the MCA coding or any other local regulation or licensing conditions, but never exceeding 12; and
- 2.5.3 the Insured or the Insured's experienced, employed skipper is on-board and in charge whilst the Vessel is underway and that the Insured or their employed skipper, as applicable, is suitably qualified in accordance with all applicable regulations.
- 2.6 The Oyster sailing yacht and sailing tenders and sailing toys specified in the Certificate of Insurance are covered for racing.
- 2.7 Tenders and water toys other than sailing tenders and sailing toys are never covered for racing.
- 2.8 If the Vessel is to be moored on a swinging mooring specified in the Certificate of Insurance, the swinging mooring must be suitable for the Vessel and inspected at least every 12 months.

### 3 EXCLUSIONS

THIS CLAUSE IS PARAMOUNT AND APPLIES TO ALL THE AGREED USES OF THE VESSEL.

The Insured is not covered for:

- 3.1 any claims or loss of use of the Vessel or any loss of profits, travel expenses or other indirect losses of any description;
- 3.2 any reduction in the value of the Vessel whether due to damage and repair or otherwise;
- 3.3 any claims caused by any act or omission of the person in charge of the Vessel if they were impaired following the consumption of alcohol or drugs;
- 3.4 any loss, damage, liability or expense directly or indirectly arising from:
  - 3.4.1 lack of reasonable maintenance
  - 3.4.2 wear and tear;
  - 3.4.3 gradual deterioration, weathering or damp;
  - 3.4.4 corrosion or electrolysis;
  - 3.4.5 damage caused by insects or marine life;
  - 3.4.6 mechanical breakdown. However, unless covered by manufacturer's warranties, physical damage to main engines and attached gearboxes is covered within the scope of clause 1, other than as a result of misuse, if they are less than 5 years old, professionally installed and

## Y YACHT INSURANCE POLICY (FOR OYSTER YACHTS) WORDING (CONT)

maintained and modified to manufacturer's recommendations.

Insurer's liability is limited to a maximum of £20,000 per unit, each unit comprising a main engine and attached gearbox.

3.4.7 accumulation of rainwater or snow in or on the Vessel unless resulting from rare and extreme weather conditions.

However if any of the following causes of loss results from one of the excluded causes under section 3.4 above the Insurer will pay for the resulting direct loss or damage; FIRE, SINKING, SUBMERSION, RIGGING FAILURE, COLLISION OR STRANDING.

- 3.5 the cost of making good any defect resulting from any repair, alteration or maintenance work carried out on the Vessel whether or not resulting from a claim under this insurance;
- 3.6 any loss, damage, liability or expense incurred:
- 3.6.1 to remedy a fault or error in design or construction; or
  - 3.6.2 by reason of efforts to improve or alter design or construction.
- 3.7 the cost of altering or replacing parts of the Vessel that are undamaged in order to match parts that have been repaired or replaced;
- 3.8 theft of any insured gear and equipment or Personal Belongings:
- 3.8.1 from inside the Vessel or a locked vehicle unless following violent forcible entry into the Vessel, place of storage or locked vehicle;
  - 3.8.2 from the exterior of the Vessel unless securely fixed to the Vessel and violence and force was required to remove the insured gear and equipment or Personal Belongings;
  - 3.8.3 theft of the outboard motor unless secured to the Vessel or tender or Boat by an anti-theft device specifically designed and marketed for the purpose in addition to its normal method of attachment, or following violent forcible entry into the Vessel or place of storage; or
  - 3.8.4 theft or loss of a tender not permanently marked with the name of the parent Vessel or other identifiable mark.
- 3.9 loss of or damage to the following sails while in use if split by the wind or blown away:
- sails older than 2 years, all spinnakers and cruising shutes, all sails with cloth weight of 0.75 oz or less.
- 3.10 loss, damage, liability or expense directly or indirectly arising from:
- 3.10.1 capture, seizure, arrest, restraint, detainment or custody including, but not limited to, costs or expense incurred to prevent such a possibility;

## Y YACHT INSURANCE POLICY (FOR OYSTER YACHTS) WORDING (CONT)

- 3.10.2 war, civil war, revolution, rebellion, insurrection, civil conflict or similar;
- 3.10.3 riot or similar disturbance; or
- 3.10.4 terrorism (unless cover is obligatory under the relevant law).
- 3.11 loss, damage, liability or expense directly or indirectly caused by or contributed to or arising from:
  - 3.11.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
  - 3.11.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
  - 3.11.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force matter; or
  - 3.11.4 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.
- 3.12 unrepaired damage as well as any subsequent Total Loss of the Vessel sustained during the period covered by this insurance or any earlier period covered by the Insurer;
- 3.13 loss or damage to engine(s), gearbox(es), electrical machinery, electrical equipment, batteries and connections resulting from:
  - 3.13.1 negligence of any person including, but not limited to, the failure to reasonably maintain the Vessel;
  - 3.13.2 Latent Defect in the Vessel;
  - 3.13.3 frost, unless all reasonable precautions have been taken;
  - 3.13.4 water, unless resulting from accidental damage to the hull or rare and extreme weather conditions; or
  - 3.13.5 failure by any Insured to take reasonable precautions to prevent further deterioration.
- 3.14 any loss, damage, liability or expense directly or indirectly arising from the release of the Vessel or other insured property to a third party purporting to purchase the Vessel or insured property specified in the Certificate of Insurance before payment for the Vessel or other insured property has cleared in the Insured's account;

## Y YACHT INSURANCE POLICY (FOR OYSTER YACHTS) WORDING (CONT)

- 3.15 loss, damage, liability or expense arising while the Vessel is underway unless the Insured or another person who is qualified or has experience appropriate for them to take charge of the Vessel is on-board and in charge of the Vessel;
- 3.16 any liability to the Insured, any owner of the Vessel or any party with any other rights in the Vessel, except when any Insured or owner of the Vessel suffers loss or injury whilst the Vessel is in the charge of another person in accordance with clause 1.5.4;
- 3.17 any liability to third parties admitted, accepted or agreed without the written consent of the Insurer;
- 3.18 any claim 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;
- 3.19 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 clause 2.5;
- 3.20 any liability 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 the Insurer's liability shall be limited to the sum specified in the Certificate of Insurance for that purpose;
- 3.21 any liability arising while the Vessel is being used for the towing of water toys, unless expressly agreed in writing, in which case the Insurer's liability shall be limited to the sum specified in the Certificate of Insurance for that purpose. It is a condition precedent to liability that:
  - 3.21.1 water toys are of professional design and manufacture; and
  - 3.21.2 water toys are operated exactly in accordance with the manufacturers' instructions regarding passengers (including size and weight) and speed of operation.
- 3.22 any liability arising while the Vessel is used for or in connection with parascending;
- 3.23 any liability for punitive or exemplary damages, however described or any costs resulting from criminal proceedings.

## Y YACHT INSURANCE POLICY (FOR OYSTER YACHTS) WORDING (CONT)

### 4 MEDICAL COSTS AND PERSONAL ACCIDENT

- 4.1 The Insurer will pay doctor's or surgeon's fees up to a maximum of £1000 as a direct result of the Insured or the Insured's guests accidentally suffering an injury while on the Vessel.
- 4.2 The Insurer will pay compensation of £10,000 to anyone who has an accident on the Vessel, or while they are getting on or off the Vessel, which leads to:
  - 4.2.1 their death (in which case, the Insurer will make the payment to their estate);
  - 4.2.2 the loss of sight in one or both of their eyes;
  - 4.2.3 the loss of one or more of their arms or legs (including any part above the wrist or ankle);
  - 4.2.4 the permanent loss of the use of one or more of their hands, arms or legs; or
  - 4.2.5 them suffering an injury that makes them unable to work for a year, and after which time medical experts that the Insurer appoints advise them that the condition will not improve.
- 4.3 This insurance does not cover the injured person if:
  - 4.3.1 they did not have the Insured's permission to be on the Vessel;
  - 4.3.2 they are employed by the Insured or are being paid to be on the Vessel;
  - 4.3.3 they or anyone else paid for them to be on the Vessel, unless cover has been extended in accordance with clause 2.5.
- 4.4 All other conditions and exclusions included elsewhere in this policy wording are also applicable to this section.

### 5 EXCESS AND DEDUCTIONS

- 5.1 The excess specified in the Certificate of Insurance shall be deducted from all claims arising out of each and every loss, other than for:
  - 5.1.1 Total Loss or Constructive Total Loss of the Vessel or Total Loss of items separately declared and valued in the Certificate of Insurance;
  - 5.1.2 costs incurred solely to prevent or minimise a loss in accordance with clause 1.1.4;
  - 5.1.3 loss or damage caused by an uninsured third party; or
  - 5.1.4 claims for Medical Costs or Personal Accident in accordance with clause 4.
  - 5.1.5 claims in respect of liabilities to third parties clause 1.5.

## Y YACHT INSURANCE POLICY (FOR OYSTER YACHTS) WORDING (CONT)

5.2 OTHER DEDUCTIONS – Prior to the deduction under clause 5.1, in addition, in the event of any claim for loss of or damage to:

- protective covers and canopies;
- tenders;
- paintwork or other surface finish;
- upholstery and soft furnishings;
- machinery and batteries over 5 years of age;
- sails;

the Insurer may reduce the amount of the claim proportionately if repairing or replacing would restore the Vessel to a better condition than it was prior to the loss or damage.

5.3 OUTBOARD MOTORS ONLY – The maximum amount payable by the Insurer for loss or damage to outboard motors shall be the lower of the actual current market value of the outboard at the time of loss or damage, or the Sum Insured for the outboard as specified in the Certificate of Insurance.

5.4 VESSELS WITH A MAXIMUM DESIGNED SPEED OF OVER 30 KNOTS (35 M.P.H.) OR MORE ONLY – The excess for Hull and Machinery specified in the Certificate of Insurance shall be doubled for all claims for loss or damage to rudder, strut, shaft, propeller, outboard or outdrive caused by contact with any external substance, including, but not limited to, water.

5.5 MARINA BENEFITS – If at the time of the loss or damage the Vessel was berthed on a pontoon in a marina or stored ashore in a marina, then:

5.5.1 the excess specified in the Certificate of Insurance shall not be deducted; and

5.5.2 any no claims bonus entitlement shall not be affected at renewal.

## 6 CHANGE OF OWNERSHIP

Should the Vessel be sold or transferred to new ownership, or where the Vessel is owned by a company or other entity, should there be a change in the controlling interest of that entity, this insurance shall be cancelled automatically from that time.



## Y YACHT INSURANCE POLICY (FOR OYSTER YACHTS) WORDING (CONT)

### 7 CANCELLATION

- 7.1 The Insured may cancel this insurance for any reason at any time with immediate effect by telephone or in writing:
- 7.1.1 if the Insured cancels this insurance within 14 days of the inception date, or the day policy documents were received, any premium paid shall be returned, less £30 and in addition Insurance Premium Tax (or equivalent tax) which shall be retained as a reasonable estimation of the costs incurred by Y Yacht Insurance in concluding the contract; or
  - 7.1.2 if the insurance is cancelled after 14 days of inception, the Insurer shall return the premium paid less:
    - 7.1.2.1 a proportionate amount for the period that the Insurer was on risk; and
    - 7.1.2.2 the £30 and in addition Insurance Premium Tax (or other equivalent tax) incurred by Y Yacht Insurance in concluding the contract.

However, no return shall be made for any sum less than £10.

- 7.2 The Insurer may cancel this insurance at any time subject to 15 days written notice to the Insured or their broker, in which case the Insurer shall return the premium paid less a proportionate amount for the period that the Insurer was on risk.
- 7.3 This insurance may also be cancelled at any time by mutual agreement.

### 8 CLAIMS

- 8.1 The Insured must give notice to Y Yacht Insurance or Amlin Underwriting Services Ltd trading as Haven Knox-Johnston of any occurrence which might give rise to a claim under this insurance as soon as reasonably practicable. In the event that notification is delayed and the Insurer's interests are prejudiced, the Insurer shall be entitled to decline the claim
- 8.2 When first notifying Y Yacht Insurance or Amlin Underwriting Services Ltd trading as Haven Knox-Johnston of any occurrence that might give rise to a claim caused by theft the Insured must provide the hull identification number of the Vessel or the serial number of any outboard motor which was stolen. In the event that the numbers are not provided and the Insurer's interests are prejudiced, the Insurer shall be entitled to decline the claim

## Y YACHT INSURANCE POLICY (FOR OYSTER YACHTS) WORDING (CONT)

- 8.3 In the event of any loss or damage which may give rise to a claim, including but not limited to a sinking or partial immersion, the Insured must immediately take all reasonable steps to mitigate against further loss or damage. Failure to do so shall entitle the Insurer to decline the claim.
- 8.4 In the event of fire, malicious damage or theft the Insured must report the matter to the local Police immediately. In the event that the report to the Police is unduly delayed and the Insurer's interests are prejudiced, the Insurer shall be entitled to decline the claim.
- 8.5 The Insured must ensure that all information provided to the Insurer when making a claim is true. If, by mistake, the Insured provides any information that is false it must be corrected immediately the error is identified. Should the Insured mislead the Insurer in any respect the claim will not be paid, the policy shall be void and no refund of premium will be made.
- 8.6 The Insurer may appoint a surveyor or any other person to assist in the investigation and handling of the claim who shall report to the Insurer. The Insured shall provide all reasonable assistance to such person including, but not limited to, access to the Vessel for inspection. In addition, the Insured shall provide all reasonable assistance to the Insurer and its representatives when investigating any matter giving rise to a claim or likely to give rise to a claim.
- 8.7 As clause 1.1.4 the Insurer will pay all reasonable costs which may reasonably be incurred by the Insured for steps taken to mitigate a loss so long as such loss would be recoverable under this policy.
- 8.8 The Insurer has the option of appointing solicitors who shall represent the Insured in the defence of any third party claim covered by the terms of this insurance and in any event the Insurer shall direct the progress of such defence.
- 8.9 The Insurer shall have the right to settle any claim made against the Insured.
- 8.10 The Insurer shall have the right, but is under no obligation, to bring a claim or legal proceedings in the name of the Insured in order to recover any sums paid to the Insured, or other claimants. The Insured must provide all reasonable assistance in pursuing any such recovery from a third party.

## Y YACHT INSURANCE POLICY (FOR OYSTER YACHTS) WORDING (CONT)

### 9 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 courts shall have exclusive jurisdiction.

### 10 COMPLAINTS

Any complaint relating to the handling of this insurance should be forwarded to: The Managing Director, Y Yacht Insurance, 3 Belmont Villas, Plymouth, Devon, PL3 4DP. Email: [y@why.uk.com](mailto:y@why.uk.com).

Any complaint relating to a claim should be addressed to: The General Manager, Amlin Underwriting Services Ltd, 11 Tower View, Kings Hill, West Malling, Kent, ME19 4UY. Tel: +441732 223600. Fax: +441732 223601. Email: [Haven@amlin.co.uk](mailto:Haven@amlin.co.uk).

In the event that the Insured is dissatisfied with the handling of the complaint the Insured can at any time refer the matter to Policyholder & Market Assistance.

The address is:

Lloyd's Market Services, One Lime Street, London, EC3N 7HA. Tel: 0207 327 5693. Fax: 0207 327 525. Email: [complaints@lloyds.com](mailto:complaints@lloyds.com).

Complaints that cannot be resolved by Policyholder & Market Assistance may be referred to the UK Financial Ombudsman Service.

# GUIDE TO MAKING A CLAIM

Whilst no-one wishes to experience any loss or damage to their boat nor any liability to anyone else, accidents do happen. To provide you with peace of mind and a feeling of security concerning your boat, you have taken out insurance through Y Yacht Insurance. The claim will be handled by Amlin Underwriting Services Ltd trading as Haven Knox-Johnston who aim to give you peace of mind and sense of security by providing an efficient and helpful claims service

To ensure a claim runs smoothly they will need your assistance. We hope you will 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

During core working office hours Tel: +441752 606557

Emergency only (out of working hours) +44208 5026999

Fax: +441752 451893

Email: [y@why.uk.com](mailto:y@why.uk.com)

or

You could also contact the claims administrator Amlin Underwriting Services Ltd trading as Haven Knox-Johnston who has been appointed by the insurer on:

- by phone: +441732 223610 (claims messaging service/helpline available outside office hours 9-5pm)
- by email: [havenclaims@amlin.co.uk](mailto:havenclaims@amlin.co.uk)
- by fax: +441732 871482
- in writing: Haven Knox-Johnston, 11 Tower View, Kings Hill, West Malling, Kent, ME19 4UY

When loss or damage occurs 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.

## GUIDE TO MAKING A CLAIM (CONT)

### Own Damage

- Take immediate action to safeguard and protect property from further damage or deterioration (this would certainly include taking first aid action in respect of any machinery or electrical items).
- Enlist help (professional if necessary) if immediately required to safeguard/protect craft and equipment. Try to agree a realistic charge or fee if a tow is required before acceptance.
- Retain and look after all broken/torn/damaged items for inspection.

As clause 1.1.4 the Insurer will pay all reasonable costs which may reasonably be incurred by the Insured for steps taken to mitigate a loss so long as such loss would be recoverable under this policy.

### Damaged by Third Party

- If racing, protest the Third Party if they did not accept a penalty. Obtain witness statements.
- Obtain details of boat type/class/number/name/club and any witnesses details in addition to name and address, of helm and boat owner.
- Road Accidents – Obtain details of driver and insurer and any witnesses, 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 (alleged to be your fault) provide them with your Insurer's details, your name, policy number, boat type/class and boat name/number.
- Do not make any admission of liability and do not make any offer of payment.
- It is not necessary to disclose that you are insured (as with motor insurance). If you receive a claim from another party (the Third Party), acknowledge the correspondence and pass it to us immediately.

## GUIDE TO MAKING A CLAIM (CONT)

### Theft/Vandalism

- If a Third Party wishes to hold you liable for damage (alleged to be your fault) provide them with your Insurer's details, your name, policy number, boat type/class and boat name/number.
- Do not make any admission of liability and do not make any offer of payment.
- It is not necessary to disclose that you are insured (as with motor insurance). If you receive a claim from another party (the Third Party), acknowledge the correspondence and pass it to us immediately.

### PROCEDURE

It is very important that Y Yacht Insurance or Amlin Underwriting Services Ltd trading as Haven Knox-Johnston are immediately informed of any event that may lead to a claim under your insurance. A claim form will be forwarded to you for completion as soon as we are told of the incident. This should be returned to Y Yacht Insurance or Amlin Underwriting Services Ltd trading as Haven Knox-Johnston, fully completed, as soon as possible whether or not you intend to make a formal claim. We will immediately pass this to Amlin Underwriting Services Ltd trading as Haven Knox-Johnston who will provide you with the claim reference and their relevant contact details. They may also ask you:

- a) to obtain estimates for repairing any damage  
and/or
- b) to obtain quotations for the replacement of any items lost or destroyed.

Any estimates or quotations should be sent to them without delay. They will reserve the right to ask you to obtain alternative estimates.

Amlin Underwriting Services Ltd trading as Haven Knox-Johnston may instruct a surveyor to inspect and/or investigate. Except in an emergency or to prevent further damage, repair instructions should not be given without prior arrangement.

## Useful Information

1. Please remember that the repair contract is between you and the contractor. Any instructions regarding either repair or replacement must come from you the owner. You must, however, seek Amlin Underwriting Services Ltd trading as Haven Knox-Johnston's agreement in the first place.
2. The claim may be subject to deductions in addition to any policy excess and the clauses in the policy wording should be read carefully so that you are fully aware of these (e.g. sails, covers and outboard motors).

This claims information is intended to provide some guidance should you have to submit a claim under your insurance. It does not form part of any policy wording or give any indication of acceptance of liability by the Insurer.











Why be different

[www.yyachtinsurance.com](http://www.yyachtinsurance.com)