



Why be different

Y **YACHT INSURANCE** **POLICY (THIRD PARTY** **LIABILITY)**

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

www.yyachtinsurance.com

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Y Yacht Insurance Policy (Third Party Liability) is underwritten by MS Amlin Syndicate 2001 at Lloyd's

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Welcome to the Y Yacht Insurance Policy (Third Party Liability)

Thank you for choosing to insure through Y Yacht Insurance.

We have prepared this booklet to provide you with all the information relating to the cover you have purchased under the Y Yacht Insurance Policy (Third Party Liability). Please read the enclosed carefully and if you have any questions contact us.

With regard to claims, our intention is to assist you in achieving a prompt settlement and have therefore included a "Guide to making a claim". You may wish to complete the section at the back of this booklet called "Your Boat" as, in the event of a claim, insurers may require these details.

Once again thank you for insuring through Y Yacht Insurance - we wish you a cracking sailing or motor boating season.

Barrie Sullivan
(Managing Director)

IMPORTANT INFORMATION

General

If you store the vessel for any period consider keeping the yacht in a purpose built cradle removing all sails, booms covers and dodgers so as to reduce the effects of wind resistance.

Please note it is up to you to ensure that all reasonable measures are taken to maintain your vessel and machinery.

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.

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.

IMPORTANT INFORMATION (CONT)

Data Protection Act

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

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 and Claims

All premiums and claims are handled on behalf of MS Amlin Syndicate 2001 at Lloyd's.

Y YACHT INSURANCE POLICY (Third Party Liability) 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 a person in accordance with clause 1.1.3.

Insurer means MS 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), being the property of the Insured named in the Certificate of Insurance. It does not include moorings in any circumstances.

Unseaworthiness means the Vessel is not reasonably fit in all respects to encounter the conditions that may reasonably be anticipated in respect of any use to which it is put on any navigable waterway.

Boats means any tender or other boat used in conjunction with the Vessel.

All other words shall be given their ordinary meaning.

1 COVER

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

1.1 The Insured is covered for their liability to third parties as shown. The Insurer shall indemnify the Insured only:

1.1.1 in respect of all claims for personal injury and property damage which the Insured shall by reason of their interest in the Vessel become legally liable to pay and shall pay to any third party. 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;

1.1.2 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

Y YACHT INSURANCE POLICY (Third party Liability) WORDING (CONT)

- 1.1.3 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.

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 Insured is only covered whilst the Vessel is within the cruising range specified in the Certificate of Insurance.
- 2.2 The Insured is covered for single-handed sailing, but for a passage which might last 18 hours or more, the Insured is only covered for loss, damage, liability or expense while underway, provided they are accompanied by another person on-board throughout and each person is qualified or has experience appropriate for them to take charge of the Vessel.
- 2.3 The Vessel must not be used as a place of residence by anyone other than the Insured named on the Certificate of Insurance, their domestic partner and/or their children who otherwise permanently live with them, unless agreed by the Insurer in writing. In no event shall cover extend to include any person resident under a commercial letting.
- 2.4 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.
- 2.5 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 once every 12 months.

Y YACHT INSURANCE POLICY (Third party Liability) WORDING (CONT)

3 EXCLUSIONS

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

The Insured is not covered for any liability or expense:

- 3.1 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;
- 3.2 arising from the Unseaworthiness of the Vessel, including where directly or indirectly arising from:
 - 3.2.1 lack of reasonable maintenance
 - 3.2.2 wear and tear or gradual deterioration including corrosion or electrolysis; or
 - 3.2.3 mechanical breakdown.
- 3.3 while the Vessel is racing except where expressly agreed in writing by the Insurer and as specified in the Certificate of Insurance;
- 3.4 directly or indirectly caused by or contributed to or arising from:
 - 3.4.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel:
 - 3.4.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - 3.4.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force matter; or
 - 3.4.4 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.
- 3.5 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;

Y YACHT INSURANCE POLICY (Third party Liability) WORDING (CONT)

- 3.6 in addition where the maximum designed speed of the Vessel or other boats exceeds 17 knots (20 M.P.H.) no claim shall be allowed in respect of liability or expense:
- 3.6.1 arising from the Vessel or other Boat being left unattended off an exposed beach or shore, unless the Insured can see the Vessel at all times and can return to the Vessel within 15 minutes; or
 - 3.6.2 caused by or arising through fire or explosion on the Vessel or other Boat if equipped with inboard machinery, unless the Vessel or other Boat is equipped in the galley with adequate fire extinguishing apparatus and in the engine room with adequate fire extinguishing system automatically operated or having controls at the steering position(s), or outside and adjacent to the engine room and all properly installed and maintained in efficient working order.
- 3.7 while the Vessel is in transit;
- 3.8 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 1.1.3;
- 3.9 to third parties admitted, accepted or agreed without the written consent of the Insurer;
- 3.10 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;
- 3.11 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 2.4;
- 3.12 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;
- 3.13 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:

Y YACHT INSURANCE POLICY (Third party Liability) WORDING (CONT)

- 3.13.1 water toys are of professional design and manufacture; and
- 3.13.2 water toys are operated exactly in accordance with the manufacturers' instructions regarding passengers (including size and weight) and speed of operation.
- 3.14 arising while the Vessel is used for or in connection with parascending;
- 3.15 for punitive or exemplary damages, however described or any costs resulting from criminal proceedings.

4 MEDICAL COSTS AND PERSONAL ACCIDENT

- 4.1 The Insurer will pay doctor's or surgeon's fees up to a maximum of £500 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 2.4.
- 4.4 All other conditions and exclusions included elsewhere in this policy wording are also applicable to this section.

Y YACHT INSURANCE POLICY (Third party Liability) WORDING (CONT)

5 EXCESS AND DEDUCTIONS

The excess specified in the Certificate of Insurance shall be deducted from all claims.

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.

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.

Y YACHT INSURANCE POLICY (Third party Liability) WORDING (CONT)

8 CLAIMS

- 8.1 The Insured must give notice to Y Yacht Insurance or MS Amlin Underwriting Limited 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 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.
- 8.3 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.
- 8.4 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.
- 8.5 The Insurer shall have the right to settle any claim made against the Insured.
- 8.6 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.

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.

Y YACHT INSURANCE POLICY (Third party Liability) WORDING (CONT)

10 COMPLAINTS

Y Yacht Insurance's aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times Y Yacht Insurance 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 Y Yacht Insurance. 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. Please contact the Managing Director at Y Yacht Insurance at:

Address: Y Yacht Insurance, 3 Belmont Villas, Plymouth PL3 4DP

Email: y@why.uk.com

If your complaint cannot be resolved within two weeks, or if you have not received a response within two weeks you are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of your complaint and provide you with a written final response. Lloyd's contact details are:

Post: Complaints, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent, ME4 4RN

Telephone: +44 (0) 20 7327 5693 **Fax:** +44 (0) 20 7327 5225

Email: complaints@lloyds.com

Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If you remain dissatisfied after Lloyd's 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

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

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

Email: 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.

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 MS Amlin Underwriting Limited 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 do you make a claim on this policy?

If you need to make a claim, you should immediately contact us by:

- Phone: 01752 606557 from the UK or +44 1752 606557 from abroad.
- E-mail: y@why.uk.com
- Writing to us at: Y Yacht Insurance, 3 Belmont Villas, Plymouth PL3 4DP.
- Submitting a claim via the website at www.yyachtinsurance.com/Accident.cfm.

You can either download a claim form or submit a claim via the website at www.yyachtinsurance.com/Accident.cfm the online claim form will allow you to enter all the details regarding your loss or damage.

Alternatively, you can contact the claims administrator MS Amlin, who are appointed by MS Amlin Underwriting Limited to administer claims on their behalf, directly:

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

E-mail: boatclaims@msamlin.com

Office hours are 09:00 to 17:00 (GMT/BST) Monday to Friday excluding bank holidays. If you are calling the claims team outside of these hours you will automatically be transferred to a messaging service where you can give details of your loss or damage; MS Amlin will then aim to respond to you by the next working day.

Should you require 'urgent assistance' outside of 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.

GUIDE TO MAKING A CLAIM (CONT)

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

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 the website www.yyachtinsurance.com/Accident.cfm.

- This should be returned to us, fully completed, as soon as possible whether or not you intend to make a formal claim and we may ask you to obtain estimates for repairing any damage; and/or
- to obtain quotations for the replacement of any items lost or destroyed.

Any estimates or quotations should be sent to us without delay although we may also ask you to obtain alternative estimates. We may instruct a surveyor to inspect and/or investigate. Except in an emergency or to prevent any further damage, repair instructions should not be given without our prior agreement. When you are satisfied with the repairs, the invoice should be paid by you and the receipted invoices should then be forwarded to us for payment to you. Alternatively underwriters may pay invoices direct.

Useful Information

- Please remember that the repair contract is between you and the contractor. Any instructions regarding either repair or replacement must come from you. However you must, seek our agreement in the first place.
- The claim may be subject to deductions in addition to any policy excess and the clauses in your policy wording should be read carefully so that you are fully aware of these (e.g. sails, covers and outboard motors).

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.

YOUR BOAT

Insurers do not insist you give them a record of this information when you take out a policy, however, should you need to make a claim, you may be asked for some or all of these details. You may choose to use this section where appropriate to keep appropriate records.

HULL

Hull or Craft Identification Number: _____

Registration number: _____

Colour of hull: _____

Colour of deck: _____

Colour of superstructure: _____

Colour of antifouling (underwater): _____

Colour of trim: _____

Note: You should find the hull identification number on the transom (usually starboard side) otherwise search the interior, for example, on the dashboard or helm position.

ENGINE

Make of engine: _____

Model: _____

Serial number: _____

Gearbox or outdrive: _____

Make: _____

Serial No: _____

Transom shield serial number (if this applies): _____

Note: You should find your engine serial number on a plate on the swivel clamp of an outboard or on top of the engine on a sticker if it is inboard. Gearbox serial numbers are usually on a plate on the gearbox, while outdrive and transom shield numbers are marked on stickers, usually on the casing.

YOUR BOAT (CONT)

TRAILER

Make of trailer: _____

Model: _____

2/4 wheel: _____

Colour of chassis: _____

Colour of mudguards: _____

Braked/unbraked: _____

EQUIPMENT

Make: _____

Model: _____

Serial No: _____

Make: _____

Model: _____

Serial No: _____

Make: _____

Model: _____

Serial No: _____

Make: _____

Model: _____

Serial No: _____

Make: _____

Model: _____

Serial No: _____

Please remember to keep this information up to date if anything changes.

