

## PARTICULARS OF INSURED/OWNER

Full Name

Address (permanent residence)

Tel No. – Home:

Tel No. – Business:

Fax No. – Home:

Fax No. – Business:

e-mail address:

Date of Birth:

Policy Number

## PARTICULARS OF VESSEL

Name

What crew was carried?

Full Value

Type or Class

## PARTICULARS OF NAVIGATOR/SKIPPER

Who was in charge of your Vessel at the moment the accident occurred?

Name

Occupation

Address

Particulars of sailing qualifications and experience in handling craft

## DETAILS OF INCIDENT

Date and time of occurrence

Place

Was Vessel racing at the time?    Yes            No

Sea State

Wind Speed

## CIRCUMSTANCES OF THE CLAIM

Explain fully how the event giving rise to your claim occurred (*if necessary continue on a separate page and provide a sketch*)

## DAMAGE SUSTAINED TO YOUR VESSEL

Nature and extent of loss or damage to your Vessel

## REPAIRS TO YOUR VESSEL *Do not initiate repair until estimate has been approved*

Approximate cost of repairs  
and/or replacement

**Two estimates of repair or replacement should be submitted as soon as possible**

What is being done to minimise the loss or damage?

Where can the Vessel be inspected?

Please provide details of desired repairer

Yard

Name

Tel

Address

Fax

<b>Are you able to reclaim the V.A.T. content of the repair costs?</b>	<b>Yes</b>	<b>No</b>
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**DETAILS OF TENDER/DINGHY** *(if involved)*

Make

Year

Type

Was tender marked with the name of the parent Vessel?

Yes

No

**DETAILS OF THEFT**

Date

Time

Place

Date when the Vessel was last inspected

Who discovered the theft?

Name

Address

In the case of the outboard motor, gear stored or fitted aboard, what security precautions or anti-theft device(s) were fitted or used?



## THIRD PARTIES

Full details of damage or injury and names and addresses of all persons concerned

Have any claims been made against you

If so, state amount

### IMPORTANT

**Please note that if a claim has been received from a Third Party** this should be merely acknowledged, stating the matter is receiving attention. **Do not admit liability** or make any offer or promise or payment.

**If a Third party is considered to be at fault, a copy of your letter holding the owner responsible should be forwarded with this form together with details of their Insurers if known.**

## WITNESSES

Name and Addresses (It is important that these are obtained)

Persons on board the Vessel

Independent Witnesses

**DECLARATION** By submission of this document, I hereby declare that all the above answers and particulars are true and complete in every respect.

Name(s) in BLOCK capitals

**SIGNED**

**DATE**

**PLEASE PROVIDE FURTHER INFORMATION ON A SEPARATE SHEET IF NECESSARY**

## CLAIMS GUIDANCE NOTES

The circumstances surrounding any accident are stressful and upsetting. If you have to make a claim, it is our objective to ensure the service you receive is sympathetic, efficient and fair. The notes below are designed to help you and us achieve this objective.

### What you should / should not do

- In the unfortunate event of loss or damage being sustained, you should report the circumstances to us as soon as possible by telephone.
- If theft or malicious damage is involved, you must notify the local police and obtain a Crime Reference Number.
- You should not admit liability or assume any obligation.
- You must take reasonable steps to safeguard your property, including the replacement of damaged locks etc.
- Please act as if you are uninsured. Do not automatically assume that your insurance will apply to this loss.

### What are your responsibilities?

You are responsible for making arrangements for the recovery and repair of your boat, for monitoring and ensuring the repairs are satisfactory, and for paying the repair contractors concerned. Only you or a representative authorised by you can give instructions for repair work to commence. If there are delays, and the delays result in further damage, this damage will not be covered by your insurance.

### What we will do

We will provide you with a claim form, which you should complete and return as soon as possible together with two competitive repair estimates. If we decide to appoint a Marine Surveyor to inspect and report upon the damage or incident, we will ask the Surveyor to contact you so that appropriate arrangements can be made.

The role of the Surveyor is to advise you regarding salvage and towage where necessary, make an assessment of the incident and determine the cause of the damage and to list the damage and recommendations for repairs. He will review the repair estimates and discuss with you and the repairer, any estimates that appear unreasonable. **It is the Surveyor's role to attempt to have the damage repaired to the pre-accident condition.**

We will keep you reasonably informed about the progress of your claim. Once the estimates, claim form and Surveyors report (if applicable) have been reviewed, we will advise you of our views and explain the reasons to you.

When we provide you with approval of an estimate, you may give instructions for repairs to proceed. Should further damage be found during the course of repairs, it is your responsibility to inform us/the Surveyor so we can investigate if this damage forms part of the loss.

When the repairs have been completed to your satisfaction, the paid invoices should be submitted to us (or the Surveyor if applicable) for review. We will arrange reimbursement to you in accordance with the policy terms and conditions.

*...continued*

## Important note

Your insurance policy is a contract of indemnity. This basically means that the Company is responsible for compensating you for the legitimate costs of your loss, and to return you to the financial position you were in prior to the accident. The only way to fully establish the extent of your loss is for you to pay the costs in the first instance. The Company has no obligation to make advance payments to you and no obligation to pay contractors. However, direct payments to repairers or suppliers may be considered in certain circumstances.

## Incidents involving Third Parties

If a Third Party makes or intimates that a claim will be made against you, you should make no verbal or written admission of liability, nor should you offer to compensate the Third party without first obtaining our approval. Any correspondence received from Third Parties should be passed to us unanswered immediately and we will deal with this on your behalf.

## Salvage

If you get into difficulty and salvage services are offered by another vessel, where practicable you should contact us for guidance before accepting any terms. In many cases this will not be possible and you must then act in the best interests of yourself and the Company. General guidance on this is difficult, but if you are offered a fixed price contract, which is obviously reasonable, you should accept it. However, be wary of accepting terms from salvors that are simply presented to you in the form of their written salvage agreement. Do not sign this agreement unless you are certain that you understand what it means. Otherwise leave the matter of remuneration to be settled later.

Only sign a Lloyd's Open Form Salvage Agreement if it is necessary and then only as a last resort.

## Sue & Labor

Sue & Labor is defined as expenses you incur to prevent or minimize loss or damage to your vessel that would be covered by your insurance policy.