## **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.

#### **Admiral Marine**

Admiral Marine Limited is registered in England, Company No. 02666794 and is an Appointed Representative of Hayes Parsons Limited which is registered in England, Company No. 00816448 at 1<sup>st</sup> Floor, One The Square, Temple Quay, Bristol BS1 6DG. Hayes Parsons Limited is authorised and regulated by the Financial Conduct Authority (FCA) to transact general insurance business. Their Financial Services Register number is 311881.

If you would like to confirm the regulatory status of either firm, you may do so by visiting the FCA Register at www.fca.org.uk/register or by contacting the FCA on  $\underline{0800\ 111\ 6768}$ , or  $\underline{(+44)\ 20\ 7066\ 1000}$  for calls from outside the UK.

Admiral Marine Limited acts in the capacity of an Underwriting Agent for the Underwriters noted on your Policy Schedule. Therefore, with regards to your claim, we will be acting on behalf of the Underwriters.

## 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 on + 44 (0) 1722 416106 or by email to claims@admiralyacht.com, with an indication of the amount likely to be involved in repairing the damage or replacing the lost items.
- If theft or malicious damage is involved, you must notify the local police and obtain a Crime Reference Number.
- 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.
- You must take reasonable steps to safeguard your property, including the replacement of damaged locks etc.
- Please act as if you are uninsured by minimizing the loss. 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.

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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. The Surveyor 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 preaccident 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 report the facts to the Underwriters, and advise you of their 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 and the Surveyor so that Underwriters can be advised if this damage forms part of the loss.

When the repairs are 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.

# Important note

Your insurance policy is a contract of indemnity. This basically means that Underwriters are 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. Underwriters have 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 Underwriters. 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 minimise loss or damage to your vessel that would be covered by your insurance policy.