



# Porthcawl Insurance Consultants Limited

Specialist Marine Insurance Services

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Third Party Boat  
Insurance Policy

insurance-boats  
.co.uk

# Welcome to Porthcawl Insurance Consultants (UK) Limited

Thank you for choosing Porthcawl Insurance Consultants (UK) Limited for your broker for the placement of your marine insurance.

Porthcawl Insurance Consultants is a family run business trading since 1967, we are one of the UK leading Independently owned specialist run marine insurance brokers.

We deliver a Professional standard of service and deal with our customers , efficiently, with Honesty, Integrity and transparency assessing your individual need and provide you with the appropriate solution, advice cover and act for you on your behalf.

This policy booklet tells you everything you need to know about your “Third Party Only” policy and how to make a claim.

Should you have any questions or queries please do not hesitate to contact us

Tel: 01656 784866 from abroad + 44 1656 784866

Fax: 01656 784872

E-mail: [reception@porthcawl-insurance.co.uk](mailto:reception@porthcawl-insurance.co.uk) Web

Site: [www.porthcawl-insurance.co.uk](http://www.porthcawl-insurance.co.uk)

Once again thank you for choosing Porthcawl Insurance Consultants (UK) Ltd and we wish you a enjoyable, safe and pleasant years boating.

Kind Regards

*Stephen L Kuipe*

Managing Director

Porthcawl Insurance Consultants (UK) Limited

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## Help in making a claim

At Porthcawl Insurance Consultants (UK) Limited 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

**Porthcawl Insurance Consultants (UK) Limited**

47 Mary Street, Porthcawl, Bridgend

CF36 3YN

Tel: 01656 784866 from the UK or +44 1656 784866 from abroad

Fax: 01656 784872

E-mail: [reception@porthcawl-insurance.co.uk](mailto:reception@porthcawl-insurance.co.uk)

Our office hours are 09:00 to 17:30 (GMT/BST) Monday to Friday and 09.00 to 12.00 on Saturdays excluding bank holidays.

You can either download a claim form or submit a claim via our website at [www.porthcawl-insurance.co.uk](http://www.porthcawl-insurance.co.uk) our online claim form will allow you to enter all the details regarding your loss or damage.

Should you require 'urgent assistance' outside of our office hours, please call our "EMERGENCY HELPLINE" which is available only until 22.00hrs on (07976) 767630.

### 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.porthcawl-insurance.co.uk](http://www.porthcawl-insurance.co.uk) under the claims section.

- 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.

### 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 Policy

Your information has been, or will be, collected or received by Porthcawl Insurance Consultants (UK) Limited.

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 <https://www.porthcawl-insurance.co.uk/privacy-policy>

We will never pass any of your information over to a third party for marketing purposes and only pass your information over to authorities if required by law.

A paper copy of the Data Privacy Notice can be obtained by contacting the Data Protection Officer by email [reception@porthcawl-insurance.co.uk](mailto:reception@porthcawl-insurance.co.uk) or at the below address:

Data Protection Officer  
Porthcawl Insurance Consultants (UK) Limited  
47 Mary Street  
Porthcawl  
Bridgend  
CF36 3YN

Tel: 01656 784866

Fax: 01656 784872

E-mail: [reception@porthcawl-insurance.co.uk](mailto:reception@porthcawl-insurance.co.uk)

In particular, in order to provide and maintain your insurance cover, we will pass your information to the insurer MS Amlin Insurance SE and administered by the managing agent MS Amlin Marine NV

The Data Controller is Porthcawl Insurance Consultants (UK) Limited.

## Telephone Recording

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

## Premiums and Claims

All Premiums and Claims are administered by MS Amlin Marine NV on behalf of MS Amlin Insurance SE.

## 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 01656 784866 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  
Managing Director

Porthcawl Insurance Consultants (UK) Limited

47 Mary Street

Bridgend

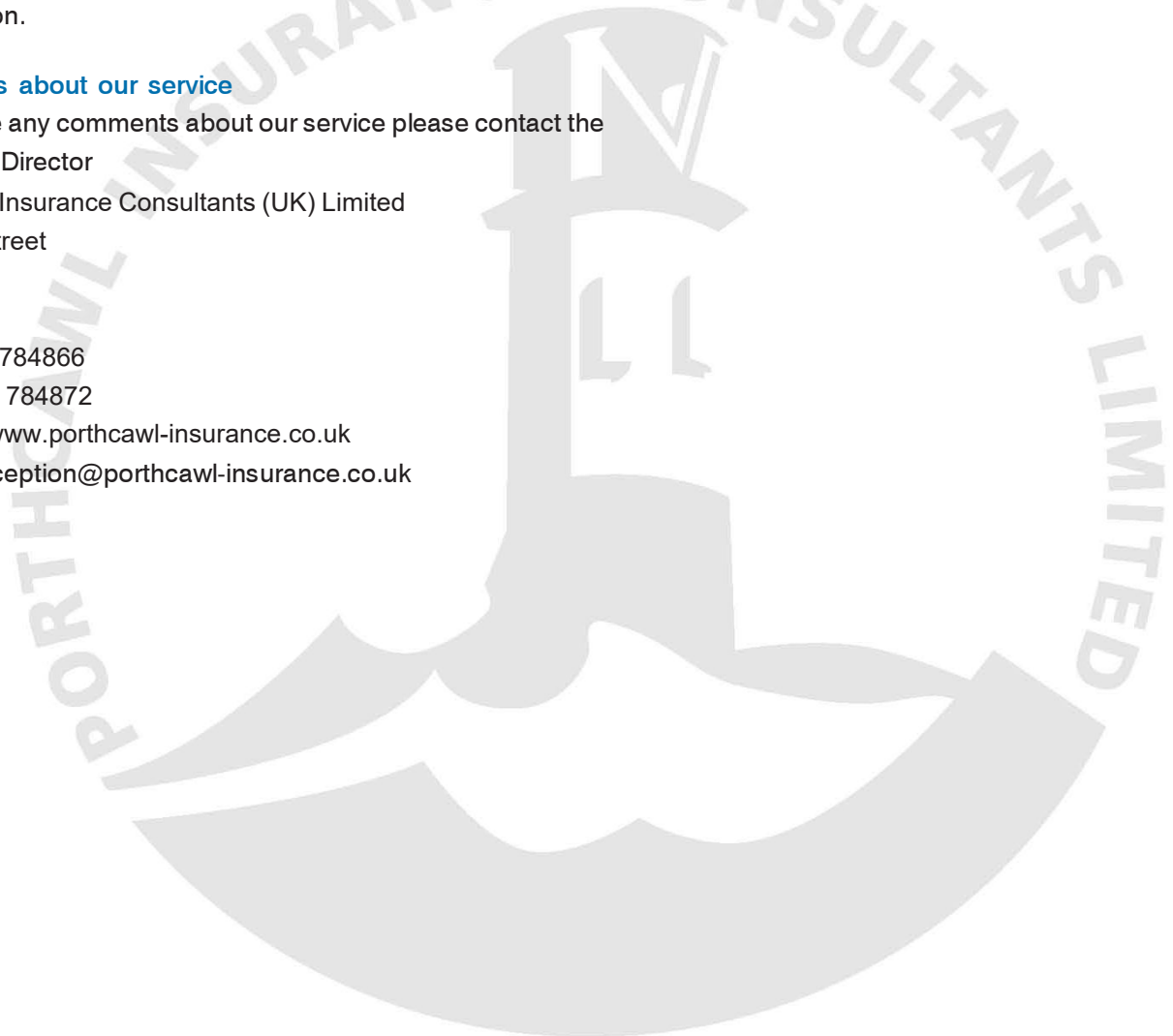
CF36 3YN

Tel 01656 784866

Fax 01656 784872

Website: [www.porthcawl-insurance.co.uk](http://www.porthcawl-insurance.co.uk)

E-mail: [reception@porthcawl-insurance.co.uk](mailto:reception@porthcawl-insurance.co.uk)



# PIC 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** – Porthcawl Insurance Consultants (UK) Limited on behalf of the insurer MS Amlin Insurance SE and administered by MS Amlin Marine NV. MS Amlin Marine NV 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 parascending 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.



- 3** Subject only to clause 5 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- 4** Subject to the conditions, limitations and exclusions of the **Policy** to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.
- 5** Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, clause 4 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.
- 6** A person who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act. **7**

This insurance excludes coverage for:

- 7.1** any loss, damage, liability, cost, or expense directly arising from the transmission or alleged transmission of:
- a)** Coronavirus disease (COVID-19);
  - b)** Severe Acute Respiratory Syndrome Coronavirus 2 (SARS- CoV-2); or
  - c)** any mutation or variation of SARS-CoV-2;
- or from any fear or threat of a), b) or c) above;
- 7.2** any liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for a), b) or c) above;
- 7.3** any liability for or loss, cost or expense arising out of any loss of revenue, loss of hire, business interruption, loss of market, delay or any indirect financial loss, howsoever described, as a result of any of a), b) or c) above or the fear or the threat thereof.

## 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
- 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 premium as per page 4 "Under Cancellation Return" shown in our current "Terms of Business" (TOB). We reserve the right to make a reasonable admin fee of up to £50 for policies cancelled within the 14 day period.
- 6 You may cancel the Policy more than 14 days after receiving the Certificate of Insurance, We will refund the premium less as per Page 4 of our terms of business for the time You were on cover (the minimum premium We will charge will be £50 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 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, London EC3V 4AG  
Telephone: +44 (0) 207 746 1300 Fax: +44 (0) 207 746 1001  
Email: [complaintsmanagement.be@msamlin.com](mailto:complaintsmanagement.be@msamlin.com)

If you remain dissatisfied after MS Amlin have 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  
**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
**Website:** [www.financial-ombudsman.org.uk](http://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

