

# MARINE EMERGENCY SUPPORT

- Practical help 24 hours a day



## Marine emergency support

We are here to help you 24 hours a day, 365 days a year. The moment we receive your telephone call for help we will ensure that you feel safe and secure in the knowledge that our team is working to take care of you.

We are here to help you whenever you become involved in a crisis, problem or emergency while using your boat away from your home mooring.

## How to join

Simply pay the annual premium requested by your insurance advisor.

## Call Assist

The control room is operated by Call Assist. They have extensive experience of providing assistance 24 hours a day. The insurance is provided by DAS Legal Expenses Insurance Company Ltd.

## Demands and needs statement

This insurance is designed to meet the demands and needs of boat owners wishing to protect themselves against future breakdown and other costs as described in this leaflet Marine Emergency Support.

## Making a claim

Telephone 01206 771733 immediately you become aware of a marine accident or other problem and request Marine Emergency Support. You must pay the repairers and other charges and send receipts to us for repayment. The address to send receipts to is:

Call Assist Ltd, Axis Court, North Station Road, Colchester, CO1 1UX.

If your marine accident or other problem occurs at your home port, you are not covered for the repairers costs or other expenses. However, we will still provide you with assistance in any way we can, but you will not be reimbursed for the costs you incur.

## How to use marine emergency support

Simply telephone 01206 771733 and request Marine Emergency Support. Please be ready to quote your marine insurance certificate number to validate your claim. If you have paid the premium you will be entitled to the cover and assistance set out in this leaflet.

Make sure that you keep receipts for any expenditure you wish to claim under this insurance.

## Marine emergency support policy

Meaning of words in this policy

- 1) **We, our, us**  
Amicus Legal Ltd in association with Call Assist Ltd, who administer this insurance and handle claims on behalf of the **underwriters**.
- 2) **You, your**  
The person who has taken out this policy, being the owner of the **vessel**.
- 3) **The insured person**  
**You**, the skipper or crew of the **vessel** whilst aboard it at the time of a **marine accident**.
- 4) **Vessel**  
The **vessel** in respect of which the Marine Emergency Support premium has been paid.
- 5) **Marine accident**  
A mechanical breakdown, collision, impact, fire or seizure of the **vessel** by police or judicial authority immediately rendering the **vessel** uninhabitable.

- 6) **Period of insurance**  
One year from the date shown on the declaration form returned to **us**.
- 7) **Territorial limit**  
Section 1- Worldwide.  
Section 2 - UK coasts, the west coast of the continent of Europe from Denmark to Gibraltar, the coast of the Mediterranean and the main inland waterways of England and Wales.  
Section 3 – Worldwide excluding the **insured person's** normal country of residence.
- 8) **Underwriters**  
DAS Legal Expenses Insurance Company Ltd.

## Cover

1. **Crisis co-ordination**  
Operators are on hand to contact **your** family and friends or business contacts and relay messages for **you**. **We** can liaise with doctors at home and abroad and arrange travel for **you**. **Our** experience of helping thousands of people to cope with emergencies while away from home is brought to bear on **your** behalf.
2. **Breakdowns**  
If **you** are unfortunate enough to suffer an engine breakdown while away from **your** home port **we** can help. **We** will contribute up to £150 towards the fee of an engineer, provided **you** have notified **us** in advance by contacting the control room.  
If **you** cannot locate a repairer **we** may be able to assist **you**. **We** have details of UK main dealers for most engines and an extensive database of repairers and engineers throughout the UK and Europe. Please bear in mind that some areas are not particularly well served by repairers. Many do not operate 24 hours a day.
3. **Getting you home**  
If **your vessel** becomes uninhabitable because of a **marine accident** during **your** trip, **we** will arrange transport for the skipper and crew to their home country. **We** will pay up to £300 per **insured person** (maximum of £3,000 per **vessel**) towards the travel costs **you** incur.  
As well as that, if **you** lose your money, credit cards or other items **we** will help **you** in any way **we** can to arrange emergency facilities. **We** will even purchase personal items for **you** on **our** credit card up to £60 per **insured person** (maximum of £300 per **vessel**) provided satisfactory security can be arranged.  
  
The cover also applies if **your vessel** is arrested by the police or local courts and is rendered uninhabitable.

## What is not covered by this policy

- 1) A claim where the **marine accident** is not reported to **us** immediately.
- 2) Any claim where engineers' fees are not agreed by **us** in advance.
- 3) The cost of parts and materials.
- 4) Items which can be claimed under travel insurance or legal expenses insurance policies.
- 5) Any item normally covered by a marine insurance policy.
- 6) Suppliers' charges other than those under section 2 agreed by **us** in advance.
- 7) Travel costs other than those under section 3 agreed by **us** in advance.
- 8) Any claim directly or indirectly caused by, or resulting from, any device failing to recognise, interpret or process any date as its true calendar date.
- 9) Any claim relating to racing, rallies, competitions or trials.
- 10) Any claim caused by a lack of oil, fuel or water in the **vessel**.

- 11) Any claim for consequential losses as a result of a **marine accident**.

### **Conditions which apply to the whole policy**

- 1) The **insured person** must:
  - a) keep to the terms and conditions of this policy;
  - b) try to prevent anything happening that may cause a claim;
  - c) provide everything **we** ask for, in writing;
  - d) give **us** full details of any claim immediately;
  - e) give **us** any information we need.
- 2) The **insured person** must maintain and continue to maintain the **vessel** in a seaworthy and reliable condition.
- 3) **You** can cancel this policy within 14 days of taking it out. After this **you** can cancel it at anytime by telling the person who sells **you** this insurance, subject to 14 days notice of cancellation. **You** can ask the person who sells **you** this insurance about getting a refund of premium if **you** cancel this policy.

### **Data protection**

To provide and administer the Marine Emergency Support we must process your personal data and where appropriate your sensitive personal data, and in doing this we will comply with the Data Protection Act 1998. We may need to pass data to the underwriters of the policy, DAS Legal Expenses Insurance Company Ltd. As required by law, by our regulator or a professional body, we will not disclose your data to any other person or organisation or use it for any other purpose. The data controller is Call Assist Ltd.

### **How to make a complaint**

If you have a complaint about our service or about a claim, please write to the Claims Director at Call Assist Ltd, Axis Court, North Station Road, Colchester, CO1 1UX. Complaints will be acknowledged within 5 business days of receipt confirming the name of the person dealing with the matter and when a response can be expected. We aim to provide a full written response within 20 business days unless the complaint is of such a nature that it needs more detailed investigation. If this is the case, we will advise you of the likely timescale.

If you are not happy with the response you receive, you have the right to ask the Financial Ombudsman Service to review your case within six months of the company's decision to investigate the complaint.

### **Financial Service Compensation Scheme**

You may be entitled to compensation from the Financial Service Compensation Scheme (FSCS) if the underwriters of this policy, DAS Legal Expenses Insurance Company Ltd, cannot meet their obligations. This depends on the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claims costs. You can get more information about the compensation scheme from the FSCS.

### **The role of Amicus Legal Ltd**

In arranging this type of insurance Amicus acts for only one insurer, DAS Legal Expenses Insurance Company Ltd of DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. The law which applies to this insurance is English and the English language will be used in all communications.

Telephone calls may be monitored and recorded in the interests of customer service and for training purposes.

DAS Legal Expenses Insurance Company Ltd are incorporated within the UK and are authorised and regulated by the Financial Services Authority.