

# keyfacts

**E. Coleman & Company Limited  
8 Albany Park  
Cabot Lane  
Poole  
Dorset BH17 7AZ  
England**

## **Martello Yacht & Motoryacht Policy**

### **Summary of Cover**

This information sheet contains important information about your marine insurance policy and contact details for claims, complaints and compensation. We recommend that you read this document along with the insurance wording of your full policy and insurance schedule.

### **Insurance Undertaking**

This insurance is underwritten by Syndicate 2001 at Lloyd's, which is wholly owned and managed by Amlin Underwriting Ltd whose registered address is St Helen's, 1 Undershaft, London EC3A 8ND. Amlin Underwriting Limited is authorised and regulated by the UK Financial Services Authority and its registration number is 204918. It is also registered with the Society of Lloyd's and its number is 01901D.

### **Type of Cover: Yacht and / or Motoryacht.**

This policy summary does not contain the full terms and conditions of your pleasure craft policy, which can be found in the insurance wording.

The main characteristics and benefits are:

- This is an annual, "All Risks" insurance wording for pleasure craft for your vessel and your liability to other people including passengers in your vessel. The insurance protection applies while your vessel is in commission or while laid up, provided you use it within the cruising limits that you have chosen.
- Cover extends to include loss or damage caused by latent defects in the vessel, negligence, malicious acts and theft.
- Salvage charges and reasonable expenses incurred in averting or minimising a loss are also covered.
- Your policy excess will not be deducted if a loss occurs if your vessel is marina based, when moored within the marina specified in your insurance schedule.

The significant and unusual exclusions and limitations are:

You are not insured for

- Cruising outside of the area specified within your schedule (see clause 2 (a)).
- The cost or expense of replacing a defective part (see clause 1 (b) & 5 (b)).
- Damage or liability intentionally caused by you (see clause 5 (a)).
- Theft unless following violent forcible entry or removal (see clause 5 (c)).
- Your liability arising from anyone you employ (clause 8 (d)).
- The excess shown within your policy schedule (clause 9 (a)).

## **Right to Cancellation**

Following the arrangement of your insurance you have 14 days to cancel your policy. This remains subject to their being no accidents, claims or losses during this period and you may be asked to pay a pro-rata premium for the period that insurance cover has been provided.

To cancel your insurance you must write to E Coleman and Company Limited at the address shown above.

Following the 14 day period mentioned above both you and your Insurers may cancel your policy subject to 15 days written notice or by mutual agreement.

## **Premiums**

All premiums received by E Coleman and Company Limited are held by us as agent of the insurer.

## **Notification of Claims**

Please note claims administered by E Coleman and Company Limited with regard to your Martello Yacht and Motoryacht policy are handled on behalf of the insurer.

In the event of loss or damage or a loss involving another vessel, property or person the incident should be reported to E Coleman and Company Limited as soon as possible. This notification can be either by telephone, fax, letter or e-mail.

Tel: + 44 (0) 1202 647400 or + 44 (0) 1202 647463.

Fax: + 44 (0) 1202 647422.

E-mail: [hillsk@ecoleman.co.uk](mailto:hillsk@ecoleman.co.uk)

You will be provided with a claim form which must be completed as fully as possible and returned with a detailed estimate for repairs / replacements. To sanction repairs to damage to your vessel without the Insurers approval may prejudice your rights to recover under your policy.

If an incident involves another person, vessel or property, do not admit liability or make any offer of payment.

Copies and details of all communications or correspondence with third parties must be provided as soon as possible.

In the event of an emergency please contact E Coleman and Company Limited on their 24 hour emergency claims telephone line: + 44 (0) 1202 647463.

## **Complaints Procedures**

While at E Coleman & Co Limited we endeavour to provide a high quality service, if at any time this does not reach your expectations or you wish to make a complaint:

You as clients can complain at any time during the insurance process. We accept complaints orally, in writing, by fax or by e-mail.

All complaints will be acknowledged within five working days of receipt. You will be advised of the person who will be dealing with your complaint and when you can expect to receive a response.

If we receive a complaint, which does not relate to your Marine Insurance or related service that we have provided, we will advise you in writing within five working days of receipt of the complaint and, where possible, provide you with details of whom the complaint should be redirected.

We may be able to respond to a complaint immediately, for example, if the complaint is made orally to an employee with the necessary experience and authority to deal with it on our behalf. If this is not possible, a written response will be given within 20 working days of receipt of the complaint unless the complaint is sufficiently complicated to warrant longer investigation or it requires review of information outstanding from a third party, in which case you must be advised accordingly.

Our response must either:

Accept the complaint and offer compensation, where appropriate, or other form of redress;

Reject the complaint, giving full reasons for doing so; or

Be a combination of the above

If a response cannot be given within 20 working days, you will be informed in writing of the reasons why we have been unable to resolve the complaint and need more time to do so. By the end of 8 weeks we must either issue a final response or a further holding response, which gives an indication as to when a final response can be expected.

Complaints in the first instance should be directed to:-

The Marine Director  
E Coleman & Co Limited  
8 Albany Park  
Cabot Lane  
Poole, Dorset  
BH17 7AZ  
United Kingdom

Telephone: 01202 647 400  
Fax: 01202 647 422  
E-mail: [lovettk@ecoleman.co.uk](mailto:lovettk@ecoleman.co.uk)

In the event that you remain dissatisfied and wish to make a complaint you can do so at any time by referring the matter to the Complaints Department at Lloyd's. Their address is:

Complaints Department  
Lloyd's  
One Lime Street  
London EC3M 7HA

Telephone: 020 7327 5693  
Fax: 020 7327 5225  
E-mail: [Complaints@lloyds.com](mailto:Complaints@lloyds.com)

Complaints that cannot be resolved by the Complaints Department maybe referred to the Financial Ombudsman Service (Dispute Resolution Facility). Further details will be provided at the appropriate stage of the complaints process.

## **DATA PROTECTION**

Data protection law states that we cannot consider your request for insurance cover or administer subsequent dealings in respect of your insurance without processing your 'sensitive' personal data.

At E Coleman & Company Limited we will use your information to consider and process your insurance application and, if insurance cover is issued, to carry out subsequent dealings relating to your insurance. We will also use your information to contact you at the end of the insurance cover to inquire whether you wish to renew your insurance.

In order to provide and maintain your insurance cover, we need to pass your information to:

Syndicate 2001 at Lloyd's, One Lime Street, London EC3M 7HA

Unless required by Law, the Financial Services Authority or as necessary to effect or administer your insurance none of your personal data (even if not 'sensitive') will be disclosed without your consent to any person or organisation, or used for any purpose.

Information may however be shared within the Coleman Group of companies and may be used for research or statistical purposes. From time to time we may also provide our Clients with information about products or services that we believe would be of interest to them.

We will enter into contract terms with all of the companies to whom we pass your data, requiring them to comply with the provisions of the Data Protection Act 1998.

Should you have any questions concerning data protection please contact our data controller: Mr J White, Director, E Coleman & Co Limited :

Tel : 01202 647411

Fax: 01202 647422

E-Mail: [whitej@ecoleman.co.uk](mailto:whitej@ecoleman.co.uk)

## **Law**

Unless some other law is agreed in writing, your insurance wording is governed by the laws of England.

## **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.

## **Taxes**

There maybe circumstances where taxes may be due that are not paid via E Coleman and Company Limited and therefore if this occurs it is the responsibility of the insured to ensure that these are paid direct to the appropriate regulatory authority.