

## CLAIMS PROCESS – WHAT TO EXPECT

You have advised us that you have had an accident for which you want to make a claim under your insurance policy. This document contains some important facts you need to be aware of about the processing of your claim.

Pantaenius is an agent of your insurers. This means that Pantaenius acts at all times on behalf of the insurers. Any information given to Pantaenius is deemed to have been given to your insurers. This will speed up the claims process as, in the majority of cases, we do not need to refer to the insurers before agreeing and settling your claim.

Please complete the enclosed claims forms and return them to us as soon as possible. If you are unsure how to complete the form, telephone the Claims Team for advice. If you are able to provide photographs of any damage, please send these as soon as available.

Only loss or damage caused by the specific incident for which you are claiming can be covered by your contract of insurance. It is essential that you do not:

- falsify any information concerning the cause of the incident or extent of damage caused in the incident,
- overestimate your claim, or
- try to include in your claim any items that were not lost or damaged in the incident for which you are claiming.

Do understand that attempting to mislead your insurers over any small part of your claim can result in a complete loss of all entitlement under the policy.

Once we receive your claim form with a description of the incident and any loss or damage, we will:

- check whether the incident and damage are covered by your contract of insurance, and
- check that the premiums were paid at the time of the incident.

### The appointment of a surveyor

It may be necessary to appoint a surveyor to inspect the damage to your boat. If a surveyor is appointed, remember that he is appointed on behalf of your insurers, to verify the cause, nature and extent of the damage and the most effective method of repair. He will not have any authority to agree your claim, either to

determine whether it is covered under your policy or to give an opinion of the likely amount of settlement.

If a surveyor is appointed, he will contact you to arrange a convenient time to inspect your boat. We recommend that you attend, as your presence at this first inspection can prevent misunderstandings later on. We do, however, realise that this is not always possible, and there is no obligation on you to attend.

Although the surveyor is representing your insurers, he may be able to offer you advice based on his knowledge of local repair facilities.

### Obtaining estimates

You will need to arrange to get estimates for the repair or replacement of any items for which you are claiming. These should be submitted to us as soon as possible and they will be checked to ensure they agree with the description of lost or damaged items and that costs are reasonable. If you cannot get identical replacements because they are obsolete, get estimates for current models of an equivalent standard and specification.

If you wish to take the opportunity of your boat being in for repair to have other work done, or to upgrade any damaged equipment please ensure that you mark this clearly on any estimates and invoices, and agree with us first what part of the costs will be paid by you.

### Assessing your claim

Once we have received full details of your claim, including the report of the surveyor, if appointed, we will:

- inform you whether the incident and damage as described by you are covered by the contract of insurance
- give you authority to proceed with agreed repairs
- assess the estimates you provide for repair or replacement and advise you of the proposed settlement under the terms and condition of your policy.

**Whilst the surveyor, and the Pantaenius Claims Team, will do their utmost to assist you and to ensure that your claim is handled efficiently and speedily, your boat remains your responsibility at all times.**

Please bear in mind that if repairs are delayed for any reason outside the control of Pantaenius and/or your insurers – for example, if you do not obtain estimates or instruct the repairers to commence work in a reasonable time, the insurers are not liable for any resultant increase in costs.

### **General obligations**

It is a condition of your contract of insurance that you take all reasonable measures to minimise your claim, and this means:

- ensuring your boat is protected from further damage (the obligation to 'mitigate')

- co-operating at all times with Pantaenius and the appointed surveyor
- obtaining alternative quotations promptly if requested by Pantaenius
- keeping all delays to a minimum by providing requested information in a timely manner
- ensuring instructions are given promptly to repairers.

For our part, we will endeavour to ensure there are no delays which could reasonably be avoided. We are able to arrange deposits and stage payments directly to the repairers – with, of course, your agreement – ensuring repairs can proceed as soon as agreed.

## **When the damage to your boat is the fault of another person**

If someone else is responsible for the damage to your boat you may claim in one of two ways.

### **1. Directly against the other party.**

Write to the person who caused the damage, saying that you are holding them responsible.

If they are insured, their insurers will assess your claim and communicate their response directly to you. If they agree that their policyholder was liable, they will settle your claim directly with you. You may also be able to claim for any out of pocket expenses you have incurred directly as a result of the incident, so keep a note of these.

If you have Legal Expenses insurance you can use the insurers' help-line to speak to a marine solicitor who can advise you and can also take up the claim on your behalf, if you fail to get a reasonable response either from the individual or his insurers.

### **2. Settlement under your hull insurance and a recovery by the insurers.**

If the incident in which your boat was damaged is one that would be covered under your own hull insurance, your claim can be settled under your own hull insurance policy.

If your claim is settled in this way the normal processes of a hull claim will apply. Your policy deductible, and any other applicable deductions, will be applied to any payments the insurers make. This applies even if you think the incident was not your fault.

Your insurers may try to recover their costs from the other person or his insurers. If they do, we can include any out of pocket expenses and your policy deductible.

If the recovery action is successful, your policy deductible and any other deductions and out of pocket expenses will be refunded to you in the same proportion as the recovery bears to the overall cost of the claim, and your No Claims Bonus status will be unaffected.

Your insurers are not obliged to attempt a recovery of their costs and may decide not to do so if there is little chance of success or if the cost of the recovery action is disproportionate to the amount which would be recovered. In this case your claim will be treated as a normal hull claim, with all contractual deductions applying to the settlement and your No Claims Bonus status will be affected by your claim.

## **Complaints**

We shall do our utmost to handle your claim fairly and promptly. However, if you are not satisfied with the way in which we have handled your claim you may write to:

**Pantaenius UK Limited, Marine Building,  
Victoria Wharf, Plymouth PL4 0RF.**

If we are unable to resolve your complaint, you may be entitled to refer it to the Financial Ombudsman Service.