Boats & Yachts
WARRANTY

MARINE MECHANICAL BREAKDOWN WARRANTY COVER

boatsandyachtswarranty.com

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PROTECTING YOUR INVESTMENT

UNDERSTANDING YOUR WARRANTY

Please read this Warranty carefully and make sure You understand and fully comply with its requirements.

Failure to do so may jeopardise the payment of any Repairs which might arise and could lead to the Warranty becoming void.

Please ensure You keep this document in a safe place so You can read it again if You need to.

The Warranty

This Warranty :-

- *document contains details of the cover* **You** *have bought, what is excluded and the other requirements of this warranty.*
- *is designed to pay for* **Repair Costs**, *or at* **Our** *option, the* **Replacement Costs**, *as a result of* **Breakdown**.
- *will only become effective when* **We** *have received and accepted* **Your Application** *as well as payment in full or payment by Direct Debit*
- *provides only the coverage as stated in this document*

The Schedule

This should be kept with the Warranty document, as it contains **Your** details, details of the **Craft**, **Level of Cover** selected and the **Period** of Cover.

Please check that the information contained in the schedule is correct. If it is not, please contact customer services or log in to your account to update your details.

NB: This warranty is not to be substituted for the supplier's liability if the **Craft** is found to be unfit for the purpose for which it was intended, or is not as described or is not of satisfactory quality.

Type of Cover

This Warranty provides cover for **Repairs** or **Replacement Costs**, incurred as a result of a **Breakdown** (as defined in the cover wording).

You are covered up to the **Single Repair Limit** in respect of each repair, except where otherwise stated in the **Level of Cover**, and the aggregate value limit as a total for all repairs.

The **Aggregate Repair Limit** will be reduced by the cost of any repairs during the period.

Your schedule will show which **Level of Cover You** have selected.

Eligibility

You are eligible for this Warranty, provided during the period **Your Craft** is permanently registered to **You** and its engines have less than 10,001 hours of usage or, where engine hours cannot be reliably recorded, are less than 15 years old.

WARRANTY - DEFINITIONS

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout and will appear with a capital letter and in bold.

1. **We/Us/Our:** means Boats and Yachts Limited t/a Boats and Yachts Warranty, Firefly Road, Hamble Point Marina, Southampton, SO31 4NB www.boatsandyachtswarranty.com

2. **Breakdown:** means the sudden and unforeseen failure of a covered Component arising from any permanent mechanical, electrical or electronic defect, causing sudden stoppage of its function, necessitating immediate repair or replacement before its normal operation can be resumed.

3. **Component:** means any mechanical, electrical and electronic part, which forms part of the Manufacturer's original specification, under the relevant Level of Cover.

4. **Geographical Limits:** means the area in which this Warranty is effective as stated on the Warranty Schedule.

5. **Betterment:** If **We** pay to have Components of **Your** Craft replaced, resulting in them being in a better condition than they were before the Breakdown, **You** may be required to pay a contribution towards the costs.

6. **You/Your/Yourself:** means the person named on the Warranty Schedule.

7. **Level of Cover:** means the description of parts section in the Warranty and as stated on the Warranty Schedule.

8. **Period:** means the dates shown on the Warranty Schedule showing the start and end dates of the coverage.

9. **Craft:** means only the boat, ship, vessel (or any other description of water craft) as identified on the Warranty Schedule.

10. **Application:** means any Application and declaration together with any additional information **You** may have supplied to **Us** in support of Your application for Warranty cover.

11. **Repair Cost:** means the cost of both repair materials and labour (including VAT where appropriate) necessitated in rectifying the Breakdown.

12. **Repairer:** means any VAT registered full-time business providing a qualified repair service

13. **Claim Number:** means a number issued by **Us** to **You** or to **Your** Repairer as proof that a Claim has been submitted by **You** for investigation.

13. **Repair Number:** means a number issued by **Us** to **You** or to **Your** Repairer as proof that a repair has been authorised.

14. **Replacement Cost:** means the cost of replacement Components of similar make and quality as the Component that had suffered Breakdown, including the labour cost of fitting the new Component, in line with part manufacturer list prices.

15. **Excess/Deductable:** means the amount per claim payable by **You**.

16. **Servicing Handbook:** means the handbook which was issued by the manufacturer and which details the servicing and maintenance requirements.

17. **Single Repair Limit**, is the maximum amount that can be claimed per Breakdown during the Period

18. **Aggregate Repair Limit**, is the maximum amount that can be claimed in total during the Period

19. **Wear and Tear** means the gradual deterioration associated with normal use and age of the Craft and its Components.

20. **Worn Out** describes Components which have reached the end of their normal effective working lives because of age and/or usage.

WHAT IS COVERED?

Refer to **Your** Warranty Schedule and section entitled "COVERAGE" to confirm the **Level of Cover** that **You** have purchased.

This warranty is designed to pay for **Repair Costs**, or at **Our** option, the **Replacement Costs**, of any **Components** that have suffered **Breakdown** during the **Period**, whilst **Your Craft** is within the **Geographical Limits**.

Subject to this, **You** are covered up to the **Single** and the **Aggregate Repair Limits**.

The **Aggregate Repair Limit** will be reduced by the cost of any claim during the **Period** of cover.

Cover does not extend to the cost of parts that are replaced at the time of repair but which have not suffered **Breakdown**.

Following a **Breakdown**, **We** will not cover any replaced **Component** during the term of any manufacturer's guarantee relating to that **Component**. Our cover will start again on expiry of that guarantee, if it is within the **Period** of Cover.

REPAIR LIMITS

The **Single** and **Aggregate Repair Limits** are as stated on **Your** Schedule

IMPORTANT

The above limits are also subject to an overall limit of 4 hours in total for investigation and/or removal of the deck and/or the superstructure of the **Craft** in connection with a covered Repair.

If further time is required for this purpose **You** will be required to pay for this.

HOIST / HAUL-OUT COVERAGE

A hoist / haul-out and storage allowance up to a maximum of £750 is automatically included.

COVERAGE

Warranty Plan Coverage Options

There are two elements to our Warranty Plans giving you the capability of customising the level of protection you require depending on your craft age and style.

1. Core Warranty

Our Core Warranty provides coverage for engine(s), Drive(s) and the associated electrics.

2. Warranty Additions

Depending on the age and style of your craft, a number of optional Warranty Additions will be available. Warranty Additions can be purchased at the same time as our Core Warranty or can be added at any time during your Warranty Plan.

Available Warranty Additions:

- Sports Pack - *this includes:*
  Audio Visual, Electrics AC/DC, Helm Gauges, Navigation, Trim Tabs, Water Systems
- Cruiser Pack - *this includes:*
  Appliances, Audio Visual, Electrics AC/DC, Helm Gauges, Navigation, Trim Tabs, Water Systems, Winches
- Sailing Pack - *this includes:*
  Appliances, Audio Visual, Electrics AC/DC, Helm Gauges, Navigation, Trim Tabs, Rigging, Water Systems, Winches
- Air Conditioning & Heating
- Aux Outboard

- Aux Outboard
- Fishing
- Generator
- Hydraulics
- Satellite Communication
- Sunroof/Hardtop
- Tender
- Thrusters
- Trailer

For a full breakdown of coverage for each item, please refer to the relevant section:

Inboard Engine: page 13-14
Outboard Engine page 15-16
Additions page 17-20

COVERAGE

Inboard Coverage

Only the **Components** listed under the following headings are covered, any item not specifically mentioned is not.

Engine

All internal lubricated parts including: pistons, piston rings and pins, crankshaft and main bearings, rod bearings, timing chain, timing gears, rocker arms, cover, valves, valve springs, guides and seats, valve pushrods, lifters, camshaft and bearings, cylinder heads, cylinder barrels, intake manifold, exhaust manifold, flywheel and ring gear, harmonic balancer, oil pan, oil pump, engine mounts, distributor housing, shaft and bearings, oil cooler housing, oil filter housing, turbocharger housing and all internal parts, turbocharger waste gate actuator, seals and gaskets.

Diesel Engine

All parts included in the engine section including head bolts, air intake housing, flywheel housing and front covers.

Lubricating System

Oil injection pump, drive gear and/or shaft, oil tank, oil cap, oil level sensor, warning horn, oil lines, complete oil injection metering system, oil injection check valves, seals and gaskets.

Cooling System

Engine water pump (excluding outboard impellers), coolant circulating pump, heat exchangers, seals and gaskets.

Fuel System

Fuel distributors, fuel injection pump, electronic fuel injector, control unit, flame arrestor, fuel pump, carburettor body, diaphragm.

Transmission

All internally lubricated parts within the transmission case, transmission mounts, oil pan, gears, bearings, bearing carriers, clutch and thrust plates, clutch drums, shift bands, hydraulic pumps, valve bodies, seals and gaskets.

Shaft Drive

Bearings and couplings.

V-Drive
All internally lubricated parts within the V-Drive case, case, bevel gears, bearings, thrust bearings, shafts, shims and bearing carriers, seals and gaskets.

Jet-Drive
All internally lubricated parts in the pump housing, housing, seals and gaskets.

Pod and Stern Drive/Upper and Lower Units
All internally lubricated parts contained within the gear case and upper housing.

Steering
Steering control helm assembly, control rack and pinion and yoke assembly, power steering pump, hydraulic steering head, hydraulic steering lines and control valves, power cylinder assembly, steering wheel and coupling, steering cable, seals and gaskets.

Controls
Shift and throttle control cables, ignition switch, neutral start switch, throttle cam lever, Electronic Shift and Throttle controls including ECU's and Actuators.

Electrical
Alternator, stator, starter, power tilt motor, voltage regulator, regulator rectifier, engine wiring harness, engine terminal blocks, choke solenoid, starter drive, ignition coil, starter solenoid, switch box, ignition module, trigger.

Power Trim and Tilt
Spring sending unit, oil pump, pump relief valve, spring, o-ring, trim cylinder, motor, solenoids, wiring harness, manual release valve, hydraulic pump, reverse lock valve, limit switches, master switches, seals and gaskets.

Electronic Fuel Injector Coverage
Fuel injectors, electronic control modules, throttle position sensor, idle speed solenoid, detonation, knock sensor, ignition control sensor, mass air flow sensor, manifold absolute pressure sensor, crank position sensor, air temperature sensor, coolant sensor, injector wiring harness, fuel injection lines and fittings, all electronic injection sensors and controls.

COVERAGE

Outboard Coverage

Only the **Components** listed under the following headings are covered, any item not specifically mentioned is not covered.

Engine

All internal lubricated parts including: pistons, piston rings and pins, crankshaft and main bearings, rod bearings, timing chain, timing gears, rocker arms, cover, valves, valve springs, guides and seats, valve pushrods, lifters, camshaft and bearings, cylinder heads, cylinder barrels, intake manifold, exhaust manifold, reed and reed blocks, seals and gaskets.

Lower Units

All internally lubricated parts contained within the lower gear case and upper gear case housing, reverse gear, pinion gear and shift shaft, housing and case, upper drive gear set, clutch dogs, or cones, shift cams, bearings, shims, bearing carriers, upper drive shaft, prop shaft, forward gear, intermediate or adapter housing, upper steering bearing and gimbal, tilt bearings and lower steering bearings, shaft bell crank, bushing and plug, seals and gaskets.

Shaft Drive

Bearings and couplings.

Electrical

Alternator, stator, starter, power tilt motor, voltage regulator, regulator rectifier, engine wiring harness, engine terminal blocks, choke solenoid, starter drive, ignition coil, starter solenoid, switch box, ignition module, trigger.

Lubricating System

Oil injection pump, drive gear and/or shaft, oil tank, oil cap, oil level sensor, warning horn, oil lines, complete oil injection metering system, oil injection check valves, seals and gaskets.

Steering

Steering control helm assembly, control rack and pinion and yoke assembly, power steering pump, hydraulic steering head, hydraulic steering lines and control valves, power cylinder assembly, steering wheel and coupling, steering cable, seals and gaskets.

Controls

Shift and throttle control cables, ignition switch, neutral start switch, throttle cam lever. Electronic Shift and Throttle controls including ECU's and Actuators.

Power Trim and Tilt

Spring sending unit, oil pump, pump relief valve, spring, o-ring, trim cylinder, motor, solenoids, wiring harness, manual release valve, hydraulic pump, reverse lock valve, limit switches, master switches, seals and gaskets.

Fuel System

Fuel distributors, fuel injection pump, fuel injectors, control unit, flame arrestor, fuel pump, carburettor body, diaphragm, Electronic Fuel Injector Coverage Fuel injectors, electronic control modules, throttle position sensor, idle speed solenoid, detonation, knock sensor, ignition control sensor, mass air flow sensor, manifold absolute pressure sensor, crank position sensor, air temperature sensor, coolant sensor, injector wiring harness, fuel injection lines and fittings, all electronic injection sensors and controls.

COVERAGE

Warranty Additions

Only the **Components** listed under the following headings are covered, any item not specifically mentioned is not covered.

Air Conditioning & Heating

Air Conditioning: Compressor, condenser, heat exchanger, evaporator, thermostat, capacitors, relays, fans
Heater: Heating element, blower motor, wiring harness, control switches.

Appliances

Central Vacuum System: 110V or 220V Vacuum motor, wall access panel Clothes
Washer/Dryer: Internal mechanical parts, motors, wiring, switches
Cooker Top: Thermostat, thermocouple, burner assembly, burner valves, ignitor, electric element
Oven: Thermostat, thermocouple, burner assembly, burner valves, ignitor, electric element Dish Washer: Internal mechanical parts, motors, wiring, switches
Freezer: Thermostat, cooling unit, thermocouple, module, fan Ice Maker: Thermostat, cooling unit, thermocouple, module, fan
BBQ - Griddle: Thermostat, thermocouple, burner assembly, burner valves, ignitor, electric element Microwave Oven: Microwave Oven
Refrigerator: Thermostat, cooling unit, thermocouple
Trash Compactor: Control switches, wiring, electric motor, compression components

Audio Visual

TV: All TV components
DVD Player: All DVD player components
Camera: All camera components
TV Antenna: All TV antenna components
AM/FM Radio: All AM/FM radio components
CD Player: All CD player components
CD Changer: All CD changer components
Speakers: All speakers components

Aux Outboard

Outboard: Coverage as per Outboard Coverage up to 8hp

Electrics AC/DC

Bilge Blower: Control panel switch, wiring harness, blower motor
Bilge Pump: Control panel switch, wiring harness, bilge pump, float switch
Horn: Air horn, air horn compressor, air solenoid, control panel, electric horn
Windscreen Wipers: Control panel switch, wiring harness, wiper motor
Navigation Lights: Control panel switch, wiring harness, light unit
Cabin Lights: Control panel switch, wiring harness, light unit
Cockpit Lights: Control panel switch, wiring harness, battery charger
Docking Lights: Control panel switch, wiring harness, light unit
Battery Charger: Control panel switch, wiring harness, light unit
Underwater Lights: Control panel switch, wiring harness, light unit
Loud Hailer: Control panel switch, wiring harness, control unit, speaker
Inverter: Control panel switch, wiring harness, inverter
Shore Power: On board receptacle(s), shore power main switch(es)
Solar Power: Control panel switch, wiring harness, solar panel, charge controller
Spotlight: Control panel, horizontal control motor, vertical control motor

Fishing

Electric Trolling Motor: Power head, planetary gear system, wiring harness, hand and foot controls, switches
Deck Wash Down: Control panel switch, wiring harness, pump
Live Bate Well: Control panel switch, wiring harness, pump
Fish Finder: Display, transducer and wiring harness

Generator

Engine: Rocker assembly, including hydraulic followers, inlet and exhaust valves (not burnt valves), springs and guides, cylinder head (not cracks and de-coking), cylinder head gasket (except skim), push rods, camshaft and followers, timing gears and chains, oil pump, pistons and rings, cylinder bores, con rods, gudgeon pins and bearings, crankshaft and bearings, inlet manifold, flywheel and ring gear
Electrical System: Starter motor, Alternator set, temperature sensing switch and voltage regulator, Electronic control unit

Helm Gauges

Tachometer: Display, wiring harness
Speedometer: Display, wiring harness, pitot tube, paddle wheel
Oil Pressure: Display, wiring harness
Power Trim: Display, wiring harness
Engine Voltage: Display, wiring harness
Fuel Level: Display, wiring harness, sender
Engine Temperature: Display, wiring harness
Digital Depth: Display, transducer, wiring harness

Hydraulics

Hi-lo Swim Platform: Hydraulic cylinders, hydraulic pump, wiring harness, control panel
Passerell/Gangway: Hydraulic cylinders, hydraulic pump, wiring harness, control panel
Engine Hatch: Hydraulic cylinders, hydraulic pump, wiring harness, control panel
Crane/Tender lift: Hydraulic cylinders, hydraulic pump, wiring harness, control panel
Stabilizer System: Hydraulic cylinders, hydraulic pump, wiring harness, control panel

Navigation

Radar: Display, wiring harness, antenna
GPS: Display, wiring harness, antenna
Plotter: Display, wiring harness, antenna
Electric Compass: Display, wiring harness, antenna
VHF Radio: Display, wiring harness, antenna, speaker
AIS System: Display, wiring harness, antenna
Auto Pilot: Display, wiring harness, control unit, hydrolic pump, electrical motor, compass

Rigging

Rigging: Furling System, Blocks (Bearing & Ratchet), Track Travellers, Cap Shrouds, Lower Shrouds, Stays, Chain plates, Turnbuckles/Rigging Screws, Terminals & Toggles

Satellite Communications

Satellite TV Receiver: All satellite TV receiver components
Satellite Broadband Antenna: All broadband antenna components
Satellite TV Antenna: All satellite TV antenna components
Satellite Phone Antenna: All satellite phone antenna components

Sunroof/Hardtop

Sunroof/Hardtop: Motor / gear box unit, electrical control box, control panel switch, wiring harness

Tender Motor Cover

Outboard: Coverage as per Outboard Coverage up to 100hp
Inboard: Coverage as per Inboard Coverage up to 100hp

Thrusters

Stern Thrusters: Electric motor, wiring harness, control panel, battery charger
Bow Thrusters: Electric motor, wiring harness, control panel, battery charger

Trailer

Trailer: Master cylinder, hydraulic brake actuator, brake drums, frame rails, hitch, welds, winch stand, wheel bearings, axle, backing plates, coupler, roller cradles

Trim Tabs

Trim Tabs: Pump, planing plates, trim cylinders

Water Systems

Live Well: Control panel switch, wiring harness, pump
Waste System: Vacuum generator pump, macerator, gate valves, connections
Water System: Fresh water pump, water heater, shower drain sump pump, sink faucet(s)

Winches

Winches: Hydraulic motor, push rod assembly, spring, centre stem, gear spindle, rachet pawl gear, pawl, Bearing, roller bearing, drive shaft
Windlass: Electric motor, wiring harness, helm station control panel

A HOIST/HAUL-OUT AND STORAGE ALLOWANCE UP TO £750 IS AUTOMATICALLY INCLUDED.

WHAT IS NOT COVERED

The items listed under the following headings are NOT covered.

1. **Wear and Tear, and Worn Out Component(s)**

2. **Craft:**
   - ⇨ whose **Components** which would ordinarily be covered by this Agreement have been customised or modified in any way from the manufacturer's specification, or,
   - ⇨ owned temporarily or otherwise (resulting from trade-in or acquisition for the purposes of resale) by a business formed for the purposes of selling or servicing **Craft**, or used for competition, trial or racing

3. **Repair or Replacement Costs of Components:**
   - ⇨ which were faulty or had suffered a **Breakdown** prior to commencement of the plan, or
   - ⇨ where the repair, replacement, loss, damage or liability is claimable on any other existing warranty or guarantee, or
   - ⇨ necessitated due to inherent faulty design, manufacturing fault or following a recall by the manufacturer, or
   - ⇨ any damage caused by the **Craft** being piloted with a fault, or
   - ⇨ where the **Breakdown** was caused by, or occurring to :-
     - ▪ *any modification from the manufacturers' specification,*
     - ▪ *any accessory or equipment not fitted and supplied with the* **Craft** *at the time of manufacture,*
     - ▪ *any experimental equipment whether or not supplied by the manufacturer.*

4. **Any damage to the Craft or its Component(s):**
   - ⇨ where the fault or damage occurred due to the **Craft** being piloted following the initial failure, or
   - ⇨ caused by or as a result of, fire, theft or attempted theft, impact, any accidental damage, during recovery, or
   - ⇨ caused by frost, corrosion, contamination, or the freezing of any liquids, or
   - ⇨ caused by the use of incorrect fuel, or a grade of fuel or lubricant not recommended by the manufacturer of the **Craft** or its **Components**.
   - ⇨ caused as a result of running out of fuel.
   - ⇨ of whatsoever nature arising directly or indirectly, in whole or in part, due to any misuse, act or omission which is wilful, unlawful or negligent on **Your** part.

- ⇨ caused due to bilge pump failure.

5. **Any fluid leaks that:**
   - ⇨ cause slight misting, marking or staining where the fluid is not dripping from a joint or seal.

6. **Any loss, damage, cost, claim or expense in connection with any Craft due to sinking, submerging or water ingress.**

7. **Maintenance and fine tuning where no parts have actually broken or failed.**

8. **Service items including but not limited to:**
   distributor cap, rotor arm, condensers, points, high tension leads, spark plugs, wiper blades, filters, bulbs, belts, antifreeze, fluids, grease, fuel or oils unless replacement is necessary following the **Breakdown** of a **Component** which forms part of a valid repair.

9. **VAT where You are VAT registered.**

10. **Any costs incurred in excess of or outside the cover under this warranty.**
    It remains **Your** responsibility to meet any **Repairer** charges in excess of, or rejected as not being covered.

11. **Any form of consequential loss or damage.**

12. **Any depreciation or diminution in the value of the Craft.**

13. **Any consequential and/or resultant loss, damage, injury or death (including any costs or expenses, legal or otherwise relative thereto) of any nature whatsoever suffered by any person, firm or corporation.**

14. **Any costs, claim or expense in connection with towing to or from a hoist, lift, dry dock or repair facility.**

15. **Any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly for which an Indemnity is available under the terms of any other insurance, warranty or manufacturer's guarantee.**

16. **Any repair arising within the first 14 days and or 5 engine hours from the initial commencement date as stated on the schedule.**

WARRANTY REQUIREMENTS

You must comply with the following requirements to have the full protection of **Your** Warranty.

1. Duty of care

⇨ **You** must take and cause to be taken all reasonable steps to avoid loss or damage and **You** must rectify the cause of any warning light or other hazard indicator as soon as is possible. **You** must not continue to travel after any **Breakdown** or incident if this could cause further damage to **Your Craft** or its **Components** unless there is an immediate risk of loss of life or to the **Craft**.

Servicing requirements

The **Craft** must be serviced as per the manufacturers' scheduled recommendations as detailed in the **Servicing Handbook**. The interval from Your warranty purchase date to the first service and the intervals between services must not exceed the stipulated time or hours of usage by more than 28 days or 5 hours of usage. If any circumstances prevent the service being carried out at the correct time then **We** must be informed immediately.

If **You** have details of when the last service was carried out, such as a correctly completed entry in the **Servicing Handbook** or a previous service invoice, **You** may service the **Craft** at the recommended interval from that service.

You must retain proof of the previous service for **Our** inspection in the event of a repair.

If no details are available to confirm that the **Craft's Components** are within the manufacturer's recommended service limits then the first service must be carried out at the latest within 28 days or 5 hours of usage [whichever the sooner] from the date / hours of usage at purchase but preferably at the first available opportunity.

Fluids

Between services **You** must ensure that the levels of fluids do not drop below those minimum levels stated in the **Servicing Handbook**.

⇨ Before purchasing this warranty plan **You** must ensure and have the **Craft** checked to make sure that the **Components** covered under this warranty are in good condition.

PROOF OF SERVICING DURING YOUR PLAN

(i) Servicing using an Approved **Repairer**: If **You** have utilised the services of **Our** Approved **Repairer** then, providing the services are carried out in line with the time or hours of usage periods set, and **You** have a correctly completed and stamped entry in **Your Servicing Handbook**, then that will suffice.

(ii) Servicing at a Franchised Main Dealer: If **You** have a full and up to date service history at a Franchised Main Dealer and **Your Repairer** is from the same main dealer network then **We** will accept the main dealer's confirmation as proof of service (or) if **You** have the details of when the last appropriate service was carried out, such as a correctly completed and stamped entry in **Your Servicing Handbook**, also by a Franchised Main Dealer, then that will also suffice.

(iii) Servicing at any other VAT Registered Marine Service Business: If **Your Craft Servicing Handbook** contains up to date stamped entries by any other VAT registered Marine Service Business (not at a Franchised Main Dealer) then **You** will be required to provide a dated and detailed service VAT receipt and/or service schedule (in either case) showing exactly which service parts were checked, replaced or otherwise attended to on those service dates, as proof of the last service in question.

2. Repair procedure

A detailed procedure is given in this Warranty, including the requirements which **You** must comply with. **You** must follow this procedure, as failure to do so may result in non-payment of **Your** repair.

3. Fraud

You must not act in a fraudulent manner. If **You**, or anyone acting for **You**,

- ⇨ makes a claim, knowing the claim to be false, or fraudulently exaggerated, in any respect, or
- ⇨ make a statement in support of a claim, knowing the statement to be false in any respect, or
- ⇨ submit a document in support of a claim, knowing the document to be forged or false in any respect, or
- ⇨ make a claim in respect of anything caused by **Your** wilful act, or with **Your** connivance,

Then **We**:

- ⇨ will not pay for the repair
- ⇨ will not pay for any other repair which has been made or will be made

- ⇨ will declare the warranty void
- ⇨ will be entitled to recover from **You** the amount of any repairs already paid
- ⇨ will not make any return of monies
- ⇨ may inform the police of the circumstances

4. Law

The laws applicable to this contract are the laws of England and Wales and by purchasing this Warranty **You** have agreed to this.

THE CRAFT MUST BE SERVICED AS PER THE MANUFACTURERS' SCHEDULED RECOMMENDATIONS AS DETAILED IN THE SERVICING HANDBOOK.

REPAIRS

If a **Breakdown** occurs please report to **Us** the details using the following procedure. All reporting should be made within three working days of the **Breakdown**.

1. **Prevent further damage** - In the event of **Breakdown** or operation of a warning hazard light, **You** must **NOT** use the **Craft** further if it would cause additional damage to the **Components** - unless there is an immediate risk of loss of life or to the **Craft**.

2. **Contact Us** - it is your responsibility to notify **Us** (details below) of any potential repairs **BEFORE** any work is undertaken. **You can lodge a Claim online 24/7 from your BYW Portal at www.boatsandyachtswarranty.com.**

   As a reminder, our contact details are:
   Boats and Yachts Warranty
   Firefly Road,
   Hamble Point Marina,
   Southampton
   SO31 4NB
   United Kingdom
   TEL : +44 (0) 3300 101 101
   www.boatsandyachtswarranty.com

3. **What if Cause of Breakdown is uncertain?**
   If the cause of the **Breakdown** is uncertain, investigation, exploratory or dismantling work may be necessary.

   - ⇨ If this reveals that the **Breakdown** is covered by **Your** Warranty and the repair is approved then **We** will pay the reasonable associated costs.
   - ⇨ If work reveals that the **Breakdown** is not covered, then **You** must pay the costs incurred.
   - ⇨ Only **You** may give permission for investigation, exploratory or dismantling work and **You** do so in the knowledge that **You** will be responsible for the costs incurred, if the fault is not covered.

   If **You** have any Questions, generally **We** will be able to give **You** helpful advice on this.

If the Repair is covered, approval will be given by **Us** to the **Repairer** to carry out the repair & a **Repair Number** will be issued for an approved **Repair Cost**, which is the most **We** will pay for the repair, subject to **Your Single** and **Aggregate Repair Limit**.

IMPORTANT
Should You decide to give permission to the **Repairer** to commence work without previously obtaining approval from **Us**, **You** do so in the full knowledge that **We** may **NOT** meet **Your Repair Costs**.

4. **Validation of Claims**
At notification, or following receipt of the repair assemment and/or estimate, **We** reserve the right to:-

- instruct an independent engineer to inspect **Your Craft** before approving any repair, or
- use our own engineers and parts to complete the repair, or
- inspect any **Components** which have been removed, together with any original documentation, within one calendar month after any repair or replacement has been approved or carried out.

5. **Salvage** - **We** accept no liability for the disposal of **Your Craft** or any parts of it.

6. **This is a Repair Warranty.**
In certain circumstances **Components** which have suffered **Breakdown** may be old or partly Worn Out. If **We** replace them with **Components** in a better condition than those that suffered **Breakdown**, **You** may be required to pay a contribution towards the cost.

7. **When You collect Your Craft**
If **You** are aware, or believe, that the repair is not satisfactory do not accept **Your Craft** and advise **Us** immediately.

8. Payment – Repairs:

Normally, in most circumstances there will be no need for **You** to pay the **Repairer**, as **We** will pay them directly up to the approved **Repair Cost**. If **We** are paying the **Repairer** direct they must send **Us** the fully itemised repair invoice stating the **Repair Number** and direction as to who to pay.

⇨ **Don't forget**
You *will be liable for any costs incurred in excess or outside the coverage of this warranty.*

Occasionally, a **Repairer** will ask for payment directly from **You**. Do **NOT** agree to this without first consulting **Us**. If **We** have approved the repair but **You** have to pay for it, **We** will reimburse **You** up to the approved **Repair Cost** - so long as **You** send **Us** the receipted and itemised invoice. If requested, by **Us**, copies of service invoices should be attached to the repair invoice when sent for payment.

In addition **You** must retain the **Components** which have suffered **Breakdown** for one calendar month to allow inspection by an independent engineer. It is now **Your** responsibility to ensure that these **Components** are available for inspection, and failure to do so may invalidate **Your** Repair reimbursement.

We will require the following information: -

⇨ **Your** Warranty number and **Craft** details
⇨ Details of the actual cause of **Breakdown**
⇨ Full itemised VAT repair invoice
⇨ Location of the retained **Components** for inspection (if needed)
⇨ **Your** contact and payment details for reimbursement

This will allow **Us** to swiftly process the payment.

ⓘ REMINDER

Should You decide to give permission to the Repairer to commence work without previously obtaining approval from Us, You do so in the full knowledge that We may NOT meet Your Repair Costs.

NEED TO REQUEST A REPAIR

+44 (0) 3300 101 101

WWW.BOATSANDYACHTSWARRANTY.COM

WE WILL BE HAPPY TO HELP

Boats & Yachts WARRANTY

UNHAPPY ABOUT ANYTHING?

We look to provide **You** with an exceptional level of service and customer care.

However, **We** do realise occasionally that things can go wrong – and when this happens, **We** want to hear about it so that **We** can try to put things right.

So, when **You** contact **Us** please remember to :-

- ⇨ give **Us Your** name and a contact telephone number
- ⇨ quote **Your** warranty and/or **Repair Number**,
- ⇨ explain clearly and concisely the reason for **Your** complaint

A letter and any supporting materials should then be sent to the person who is dealing with **Your** complaint at:-

Customer Care
Boats and Yachts Warranty
Firefly Road,
Hamble Point Marina,
Southampton,
SO31 4NB

We take great pride in ensuring that the majority of complaints will be quickly and satisfactorily resolved at this stage, but if **You** are still not satisfied, then contact the Customer Services Manager, who will arrange for a separate investigation.

SELLING YOUR BOAT..?
ADD VALUE BY TRANSFERRING YOUR EXTENDED WARRANTY

Transfer Warranty

Providing that you have paid for **Your** Plan in full the balance of any unexpired **Period** of **Your** Plan may be transferred with **Your Craft** directly to a new private owner. **You** must make the application by logging in to **Your** details on **www.boatsandyachtswarranty.com** within 14 days of the change of ownership, alternatively in writing by post using the form provided overleaf, and **You** must send **Us** proof of last service, and pay the £75 Administration Fee.

Notes

(i) **Your** Plan may not be transferred to (or via) any member of the marine trade who are boat dealers or brokers (or) where **Your** Plan has less than 30 days left to run.

(ii) **Your** Plan may only be transferred by **You** (the original Planholder) and no refunds will be made to **You** or to the transferee however, should **Your Craft** be sold to a dealer (proof required) **We** will allow **You** a rebate equal to the unexpired value of **Your** Plan towards a similar plan on another **Craft** owned by **Yo**u.

Please complete the transfer form overleaf, detach and send it to Us at the address indicated.

Please complete the application form below to transfer **Your** warranty.

Your Details

Name:

Address:

Tel Home:

Tel Mobile:

Email:

Plan Nº:

Date of Transfer:

New Owner's Details

Name:

Address:

Tel Home:

Tel Mobile:

Email:

Administration Fee (£75)

☐ Cheque enclosed

☐ Pay by Debit/Credit Card
(we will call you to accept payment)

Signature

Date:

Send To:
Boats & Yachts Warranty
Transfer Request - Firefly Road, Hamble Point Marina,
Southampton SO31 4NB United Kingdom

CUT HERE

boatsandyachtswarranty.com

Details correct at time of printing and are subject to change without notice.
Please visit our website for an up to date electronic version of this booklet.
Terms & Conditions listed online replace all previous versions.