

BOAT INSURANCE

Freshwater Options



Dear Policyholder

Towergate Insurance would like to take this opportunity to welcome **You** as a customer.

We have arranged **Our** Freshwater Options **Policy** specifically to meet the needs of inland waterway users who live on their craft. It is underwritten by the **Insurers** shown on page 9 and breakdown service is provided by River Canal Rescue Ltd.

This document explains the terms of **Your** insurance contract between **You** and **Your Insurers**. The **Schedule** and Endorsements are all part of the **Policy**. **Your Policy** is evidence of the contract of insurance. The insurance contract will last for any period **Your Insurers** have accepted **Your Premium** for.

Please read this booklet carefully as it is important that **You** understand the cover **Your Policy** provides. Important words have been defined in bold print.

Your Schedule also contains important information about **Your** cover and **You** should read it with this booklet or PDF document version. If **You** find that the cover is not suitable for **You** or that there is anything **You** do not understand properly, please contact Towergate Insurance as soon as possible.

If there is a dispute which Towergate Insurance or **Your Insurers** cannot settle, **You** can ask for help from the Financial Ombudsman Service. Thank **You** for choosing the Freshwater Options **Policy**.

A handwritten signature in black ink, appearing to be 'S/A', written over a horizontal line.

For and on behalf of Towergate Insurance

Towergate Insurance
Ellenborough House
Wellington Street
Cheltenham
GL50 1XZ
Tel: 01242 531172
Email: marinecs@towergate.co.uk
Web: www.towergateinsurance.co.uk



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Your “Freshwater Options” Policy

Contract of insurance

On the basis that the information that **You** have given to Towergate Insurance is true and complete to the best of **Your** knowledge and belief, (subject to the terms and conditions of the **Policy** and any Endorsements applicable to it), **Your Insurers** will insure **You**, depending on the **Level of Cover** selected, against loss, damage and legal liability, which happens during the **Period of Insurance** for which **Your Insurers** have accepted **Your Premium**.

If the cover provided does not meet **Your** requirements **You** may return the **Policy** to the point of sale within 14 days from the date **You** bought it or the date **You** received **Your Policy** documentation, whichever is the later. **Your Insurers** will give **You** a full refund of any **Premium** **You** have paid provided **You** have not made and are not intending to make a claim and that no incident likely to give rise to a claim has occurred.

Information we need to know about

You must take reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out, make changes to or renew **Your Policy**. **Your Policy** may be invalid or may not cover **You** fully, if the information provided by **You** is not complete and accurate.

- **We** may cancel **Your Policy** and refuse to pay any claim, or
- **We** may not pay any claim in full, or
- **We** may revise the **Premium** and/or change the compulsory **Excess**, or
- the extent of the cover may be affected.

You must let **Us** know immediately if there are any changes to the information set out in the certificate of insurance or on **Your Schedule**. **You** must also tell **Us** about the following changes:

- A change to the people insured, or to be insured.
- Criminal convictions for any of the people insured, or to be insured.
- Any change in respect of medical complaints or disabilities.
- A change in the craft mooring or storage location.
- A change to the crafts original specification or any modifications.
- Any change affecting ownership of the pleasurecraft.
- Any change in the way that the pleasurecraft is used.

If **You** are in any doubt, please contact **Your** insurance adviser.

When Towergate Insurance are notified of a change, **We** will tell **Your** insurance adviser how this affects **Your Policy**, for example whether **We** are able to accept the change and if so, whether the change will result in revised terms and/or **Premium** being applied to **Your Policy**. **You** should keep a written record, (including copies of letters), of any information **You** give to Towergate Insurance, or **Your** insurance adviser, when **You** renew this **Policy**.

Your Policy is valid for the **Period of Insurance** shown in **Your Schedule**.



Fair Processing Notice

The privacy and security of **Your** information is important to **Us**. This notice explains who **We** are, the types of information **We** hold, how **We** use it, who **We** share it with and how long **We** keep it. It also informs **You** of certain rights **You** have regarding **Your** personal information under current data protection law. The terms used in this Fair Processing Notice are based on the Information Commissioner's Office. **You** can find out more about the ICO here: ico.org.uk.

Who are We?

Towergate (part of The Ardonagh Group of companies) is the Data Controller of the information **You** provide **Us** and is registered with the Information Commissioner's Office for the products and services **We** provide to **You**.

You can contact **Us** for general data protection queries by email to DataProtection@ardonagh.com or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 55 Bishopsgate, London EC2N 3AS. Please advise **Us** of as much detail as possible to comply with **Your** request.

For further information about The Ardonagh Group of companies please visit www.ardonagh.com.

What information do We collect?

To enable **Us** to provide **You** with the right product or service to meet **Your** needs (or to handle a claim) **We** will collect personal information which may include **Your** name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to **Your** enquiry or product and payment details (including bank account number and sort code).

We may need to request and collect sensitive personal information such as details of convictions or medical history for **Us** to provide **You** with the product or service or to process a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. **We** will therefore not seek **Your** explicit consent to process this information as it is required by **Us** to provide the product or service **You** have requested and is legitimised by its criticality to the service provision. If **You** object to use of this information then **We** will be unable to offer **You** that product or service.

How do We use Your personal information?

We will use **Your** personal information to:

- Assess and provide the products or services that **You** have requested
- Communicate with **You**
- Develop new products and services
- Undertake statistical analysis.

We may also take the opportunity to:

- Contact **You** about products that are closely related to those **You** already hold with **Us**
- Provide additional assistance or tips about these products or services
- Notify **You** of important functionality changes to **Our** websites.



Only where **You** have provided **Us** with consent to do so, **We** may also from time to time use **Your** information to provide **You** with details of marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group.

From time to time **We** will need to call **You** for a variety of reasons relating to **Your** products or service (for example, to update **You** on the progress of a claim or to discuss renewal of **Your** insurance contract). **We** are fully committed to Ofcom regulations and have strict processes to ensure **We** comply with them.

To ensure the confidentiality and security of the information **We** hold, **We** may need to request personal information and ask security questions to satisfy ourselves that **You** are who **You** say **You** are.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and **We** may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

Securing Your personal information

We follow strict security procedures in the storage and disclosure of **Your** personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information that **You** provide to **Us**, including information provided via forms **You** may complete on **Our** websites, and information which **We** may collect from **Your** browsing (such as clicks and page views on **Our** websites).

Any new information **You** provide **Us** may be used to update an existing record **We** hold for **You**.

When do We share Your information?

To help **Us** prevent financial crime, **Your** details may be submitted to fraud prevention agencies and other organisations where **Your** records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjusters) deliver some of **Our** products or provide all or part of the service requested by **You**. In these instances, while the information **You** provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to **You** or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment.

We will only share **Your** information for any direct marketing of additional services and products within The Ardonagh Group of companies where **We** have **Your** consent to do so.

The data **We** collect about **You** may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for **Us** or for one of **Our** suppliers. Such staff may be engaged in, amongst other things, the provision of information **You** have requested.



If **We** provide information to a third party **We** will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that **Your** data is treated securely and in accordance with this Fair Processing Notice.

We may of course be obliged by law to pass on **Your** information to the police or other law enforcement body, or statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share **Your** information with anyone **You** have authorised to deal with **Us** on **Your** behalf.

How long do We keep Your information for?

We will not keep **Your** personal information longer than is necessary for the purpose for which it was provided unless **We** are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service **We** provide. In certain cases, **We** will keep **Your** information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by **You** or a third party at a future date, even after **Your** contract with **Us** has ended.

Your rights

Under data protection law **You** have the right to change or withdraw **Your** consent and to request details of any personal data that **We** hold about **You**.

Where **We** have no legitimate reason to continue to hold **Your** information, **You** have the right to be forgotten.

We may use automated decision making in processing **Your** personal information for some services and products. **You** can request a manual review of the accuracy of an automated decision if **You** are unhappy with it.

If **You** wish to inform **Us** of changes in consent for marketing please contact **Us** at the address or telephone number indicated in any recent correspondence or emails **You** have received from **Us**.

Further details of **Your** rights can be obtained by visiting the ICO website at ico.org.uk.



Levels of Cover

Each additional **Level of Cover** automatically includes all the preceding Levels of cover.

Cover provided – see individual **Policy** sections for full cover and exclusions.

Section 1 – Bronze cover

- **Third Party** only cover.

Section 2 – Silver cover

Bronze Cover plus:

- Fire, Lightning, Explosion, Theft, Malicious Damage;
- **Weather Event** & Freezing of **Machinery**;
- Personal Accident cover optional at an additional **Premium**.

Section 3 – Gold cover

Silver Cover plus:

- loss or damage caused by accidental means;
- Personal Accident cover optional at an additional **Premium**;
- double **Policy Excess** on striking underwater objects if **Your Boat** is a **Speedboat** and /or being used in coastal waters.

Section 4 – Personal Accident cover

- this can be added to Silver or Gold cover at an additional **Premium** if required.

Section 5 – Platinum cover

Gold Cover Plus:

- Personal Accident cover;
- **Machinery** damage extension if **Your Boat**:
 - is less than 3 years from the date of the completion of build; and
 - has a maximum design speed of less than 17 knots;
- standard **Policy Excess** on striking underwater objects in coastal waters;
- marina benefits;
- protected No Claims Bonus when **Your** No Claims Bonus is 5 years or more;
- 2 years No Claims Bonus step back if **Your** No Claims Bonus is less than 5 years.
- River Canal Rescue with 2 free callouts



List of Insurers

Your Policy has been arranged by Towergate Insurance and is insured by one or more of the following **Insurers** which are noted in **Your Schedule**. Each Insurer will insure **Your Boat** only for the percentage noted against their name in **Your Schedule**.

Navigators & General Navigators and General is a trading name of Zurich Insurance plc. Underwritten by Zurich Insurance plc. A public limited company incorporated in Ireland Registration No.13460. Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland. UK branch registered in England and Wales Registration No. BR7985. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ. Zurich Insurance plc is authorised by the Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our authorisation by the Financial Conduct Authority are available from us on request. Our FCA Firm Reference Number is 203093.

Underwriters at Lloyds,

1 Lime Street London EC3M 7HA

Main business: Insurance **Underwriters**

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the FCA's register by visiting the FCA's website at www.fsa.gov.uk/register/home.do

In respect of Section 9 - Legal costs insurance only:

AmTrust Europe

AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at www.fca.org.uk.



How to Make a Claim & Important Information

If **You** have an accident or loss **You** might want to claim for under **Your Policy**.

What **You** should do:

If **Your Boat** is damaged, **We** have made arrangements with River Canal Rescue (RCR) to provide 24/7 emergency assistance. **You** can contact the RCR control centre on any one of the following numbers:

0800 071 8021, 0854 006 0021, 01785 24 8793

Please note that the costs recoverable against **Your Policy** will depend on the **Level of Cover** **You** have selected. Repair costs outside the scope of **Your Policy** should be settled directly with RCR.

Contact Towergate Insurance for a claim form and instructions. This should be done as soon as reasonably practicable after the occurrence. Please contact:

The Claims Department
Towergate Insurance
Ellenborough House
Wellington Street
Cheltenham
GL50 1XZ
Tel: 0370 156 6377

E-mail: boat@towergate.co.uk
www.towergateinsurance.co.uk

You must tell the police about any theft, attempted theft, vandalism, malicious damage or loss of **Your Insured Property** and obtain a crime reference number. **Your Insurers** will not pay **Your** claim if **You** fail to do this;

- **You** must send all claims, letters, summonses or legal documents to Towergate Insurance as soon as possible.
You must not reply to any of these documents;
- **You** must send the completed claim form back to Towergate Insurance as soon as possible, even if **You** are still awaiting estimates;
- **You** must not admit responsibility for any incident or pay, or negotiate any claim unless **Your Insurers** have given **You** permission;
- **You** must not admit responsibility for any incident or pay, or negotiate any claim unless **Your Insurers** have given **You** permission;
- **Your Insurers** can take over the defence or settlement of any claim;
- **Your Insurers** can also take legal action to get back any payment **Your Insurers** have made under **Your Policy**. **You** must give **Your Insurers** permission to take this action in **Your** name and **You** must help them as far as possible;
- **Your Insurers** can get or ask **You** to get estimates for repairs and **Your Insurers** can decide where repairs can be done;
- **You** must supply at **Your** own expense, all information/documentation which **Your Insurers** reasonably require to investigate and/or deal with a claim submitted under **Your Policy**;

Legal Advice Line, Travel Concierge & Personal Risk Advice Line 0844 770 1092 and quote "Towergate Insurance".



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We may need to request and collect sensitive personal information such as details of convictions or medical history for **Us** to provide **You** with the product or service or to process a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. **We** will therefore not seek **Your** explicit consent to process this information as it is required by **Us** to provide the product or service **You** have requested and is legitimised by its criticality to the service provision. If **You** object to use of this information then **We** will be unable to offer **You** that product or service.

How do We use Your personal information?

We will use **Your** personal information to:

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- Communicate with **You**
- Develop new products and services
- Undertake statistical analysis.

We may also take the opportunity to:

- Contact **You** about products that are closely related to those **You** already hold with **Us**
- Provide additional assistance or tips about these products or services
- Notify **You** of important functionality changes to **Our** websites.



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From time to time **We** will need to call **You** for a variety of reasons relating to **Your** products or service (for example, to update **You** on the progress of a claim or to discuss renewal of **Your** insurance contract). **We** are fully committed to Ofcom regulations and have strict processes to ensure **We** comply with them.

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We may aggregate information and statistics on website usage or for developing new and existing products and services, and **We** may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

Securing Your personal information

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In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjusters) deliver some of **Our** products or provide all or part of the service requested by **You**. In these instances, while the information **You** provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to **You** or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment.

We will only share **Your** information for any direct marketing of additional services and products within The Ardonagh Group of companies where **We** have **Your** consent to do so.

The data **We** collect about **You** may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for **Us** or for one of **Our** suppliers. Such staff may be engaged in, amongst other things, the provision of information **You** have requested.



If **We** provide information to a third party **We** will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that **Your** data is treated securely and in accordance with this Fair Processing Notice.

We may of course be obliged by law to pass on **Your** information to the police or other law enforcement body, or statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share **Your** information with anyone **You** have authorised to deal with **Us** on **Your** behalf.

How long do We keep Your information for?

We will not keep **Your** personal information longer than is necessary for the purpose for which it was provided unless **We** are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service **We** provide. In certain cases, **We** will keep **Your** information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by **You** or a third party at a future date, even after **Your** contract with **Us** has ended.

Your rights

Under data protection law **You** have the right to change or withdraw **Your** consent and to request details of any personal data that **We** hold about **You**.

Where **We** have no legitimate reason to continue to hold **Your** information, **You** have the right to be forgotten.

We may use automated decision making in processing **Your** personal information for some services and products. **You** can request a manual review of the accuracy of an automated decision if **You** are unhappy with it.

If **You** wish to inform **Us** of changes in consent for marketing please contact **Us** at the address or telephone number indicated in any recent correspondence or emails **You** have received from **Us**.

Further details of **Your** rights can be obtained by visiting the ICO website at ico.org.uk.



Definitions Applying to Sections 1–8 Only

Certain words shown below have a specific meaning. Whenever they are shown in **Your Policy** in bold type they will have that meaning.

Agreed Value

The Sum Insured shown in **Your Schedule** which represents the value of **Your Boat** as declared by **You** and agreed by both **You** and **Your Insurers**.

Ashore

Land, permanently out of the water.

Cruising Limits

The geographical area specified in **Your Schedule** within which **Your Insurers** have agreed to insure **Your Boat**.

- Non-tidal waters of the **United Kingdom**
Inland waters where there are no tides, including broads and fens. **You** can also travel along inland tidal stretches provided it is only to enter or leave the non-tidal system.
- Coastal waters of the **United Kingdom**
Waters around the coast up to a distance of 12 miles offshore. **You** can travel between two points in the **United Kingdom** by the most direct route, even though this might take **You** outside the 12 mile limit. **You** are not allowed to travel between **Great Britain** and the Isle of Man, or Northern Ireland, or the Channel Islands.
- Inland and coastal waters of **Europe**
Inland waters where there are no tides and waters around the coast up to a distance of 5 miles offshore.

You can travel outside **Your Cruising Limits** if **You** are forced to by:

- the weather;
- any form of danger; or
- an order of a Government or legal authority.

Endorsement

A written record of any alteration **Your Insurers** agree to make to **Your Policy** that is shown in **Your Schedule**.

Engine Cut Out Device

A device specifically designed, sold and marketed to stop the engine(s) automatically if detached or released by the helmsman or another such device approved by **Your Insurers**.

Europe

Albania, Andorra, Austria, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Eire, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Republic of Macedonia, Malta, Monaco, Montenegro, The Netherlands, Norway, Poland, Portugal (excluding Azores), Romania, San Marino, Serbia, Slovakia, Slovenia, Spain (including coastal waters of Canaries, Madeira, and the Balearics), Sweden, Switzerland, **United Kingdom**, Vatican City.

Excess

The first amount of each claim **You** have to pay.

**Fault (Faulty)**

A failure in or of the design, manufacture or installation of a component part of **Your Boat**.

Fire Extinguisher (Fire extinguishing systems)

A pressurised device or devices specifically designed, sold and marketed to emit a suitable fire extinguishing medium.

First Aid (First aided)

Action taken by a competent mechanic to flush out and wash off **Machinery** with water, oil or any other recognised material or treatment to prevent further damage occurring to the **Machinery** following being immersed or partially immersed in water.

Gradual Deterioration

The continuous degradation of **Your Boat** caused by, wear and tear, rust, rot, oxidation, corrosion, electrolytic or galvanic action, wasting or weathering.

Great Britain

England, Scotland and Wales.

Hitchlock

A device specifically designed, sold and marketed to prevent a trailer being hitched to or unhitched from a towing vehicle. The **Hitchlock** must cover the bolts securing the tow hitch to the trailer chassis.

Houseboat

A **Boat** that is permanently located or moored at a single location and used as a permanent place of residence.

Identifiable Mark

Name of craft, current postcode or owners name.

In Commission

When **Your Boat** is fitted out and ready for immediate use, including hauling out, launching and lifting by crane.

Insured Property

Your Boat together with the outboard motor, dinghy or tender; trailer or trolley, **Personal Belongings** and **Special Equipment** shown in **Your Schedule**.

Insurers

The Insurance Company or Insurance Companies noted in **Your Schedule** who provide **Your** insurance cover.

Laid Up

When **Your Boat** is not fitted out and not ready for immediate use and is not used for any purpose other than fitting out or normal overhauling, (including hauling out and lifting by crane), for the period shown in **Your Schedule**.

Level(s) of Cover

The section of cover selected (Bronze, Silver, Gold or Platinum).

Loss of Limbs

Loss by physical severance at or above the wrist or ankle or the total and permanent loss of use of an entire hand, arm, leg or foot.

Machinery

Main and auxiliary engines, generators, air conditioning installations, electrical equipment, cables and fittings and any hydraulic equipment, piping and fittings, boilers and shafts.



Market Value

The most likely sale price in a competitive and Open Market.

Outboard Motor Lock

A device specifically designed, sold and marketed as a secure method to prevent theft of **Your** outboard motor, or another security method approved by **Your Insurers** (a padlock and chain is not sufficient).

Peril

The cause of the loss, damage or accident.

Period of Insurance

The period which **You** have paid for and which **Your Insurers** have accepted the **Premium** for.

Permanent Total Disablement

Disablement which has lasted for at least 104 consecutive weeks and will in all probability prevent the insured person from engaging in any gainful employment of any and every kind for the remainder of their life.

Personal Belongings

Domestic items that are normally kept on board **Your Boat**, that are not part of **Your Boat** or its gear and equipment (but not cash, cash cards, **Credit Cards**, cheque cards, currency or bank notes, stamps, travel tickets, travellers cheques, bonds or securities; and/or furs, jewellery and watches).

Personal Watercraft

A jetski or similar type of craft.

Policy

This booklet or PDF document version of this booklet and the **Schedule**, Endorsements, together with any information **You** provide in **Your** proposal form or statement of fact make up **Your** insurance **Policy**. **You** should read them together as if they were one document.

Premium

The amount of money that **You** pay, and **Your Insurers** accept, for this insurance.

Schedule

The document that makes the **Policy** personal to **You**. It sets out:

- i) the **Period of Insurance**;
- ii) details of **Your Boat**;
- iii) Sums Insured;
- iv) the **Cruising Limits**;
- v) who **Your Insurers** are;
- vi) the periods for which **Your Boat** is allowed to be **In Commission** or should be **Laid Up**;
- vii) any Endorsements applying;
- viii) the **Excess**; and
- ix) the statement of price.

Seaworthiness

Fit to encounter the ordinary perils of the sea, rivers, lakes, any other navigable waterways and suitably moored, crewed, equipped, fuelled, provisioned and with all equipment in proper working order. **Seaworthiness** applies not only to the hull but to all of **Your Boat** including its parts, gear, equipment and **Machinery**.



Special Equipment

Items of electronic equipment or other items of equipment that **You** own and want to specify in **Your Schedule**, that **You** use on **Your Boat**.

Speedboat

Any **Boat** that is designed to travel at more than 17 knots or 20 mph.

Sum(s) Insured

The values shown in **Your Schedule** for **Your Boat** and other **Insured Property**.

Third Party

A person who makes a claim against anyone insured by this **Policy**.

Total Loss

Your Boat is a **Total Loss** when it is totally destroyed or damaged so that it can no longer be used as a **Boat**. If the cost of repairs is more than the value of **Your Boat**, **Your Insurers** will call it a "constructive **Total Loss**".

Total Loss of Sight

Complete and irrecoverable loss of sight.

Towergate Insurance

Towergate Insurance, Ellenborough House, Wellington Street, Cheltenham GL50 1XZ

Tel: 0344 892 1987 Email: boat@towergate.co.uk Website: www.towergateinsurance.co.uk

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United Kingdom

For the purpose of this **Policy** **Your Insurers** define **United Kingdom** as comprising England, Scotland, Wales, Northern Ireland, Isle of Man and the Channel Islands.

We/Us/Our

The insurers noted in **Your** schedule

Weather Event

An unusually strong force of wind; a heavy and prolonged fall of rain, snow or sleet; freezing conditions resulting in formation of ice on sea, lakes or rivers; flooding of lakes or rivers beyond normal banks or bounds.

Wheel Clamp

A device that is specifically designed, sold and marketed to prevent a wheel being turned or removed.

You/Your/The Policyholder

The person whose name is shown in **Your Schedule** or any other person who is navigating or in charge of **Your Boat** with **Your** permission who **Your Insurers** provide cover for.

Your Boat

The hull, superstructure, rig, fittings, **Machinery**, gear and fitted equipment that would normally be sold with the **Your Boat**.



Section 1; Bronze Cover

Liabilities to Third Parties and Passengers

This section only applies if noted on **Your Schedule** as operative – It is subject always to the cover provided, exclusions and additional clauses noted below.

1.1 Cover provided and exclusions.

We will pay for

All sums that **You** legally have to pay as a result of owning **Your Boat** for:

- the death of, or injury to, any other person or any other person insured by this **Policy**, including anyone getting on or off or travelling on **Your Boat**;
- damage to any other property, including other boats, piers, docks, wharves, jetties or pontoons;
- raising or attempted raising, removing or destroying the wreck of **Your Boat** or if **You** fail to remove or destroy it;
- pollution caused by **Your Boat** as a result of loss or damage that **Your Insurers** insure.

We will not pay for

- Death, injury or illness of anyone **You** employ in connection with the operation of **Your Boat**;
- death, injury or illness of an employee of anyone using **Your Boat**;
- liability of any sort which comes under the Employers Liability Acts or any other law relating to workmen;
- fare-paying passengers (unless specifically agreed by **Your Insurers**);
- parasenders or participants in any other activity which takes place in the air operating with **Your Boat**, until they are safely back on board **Your Boat**;
- divers operating from **Your Boat**, until they are safely back on board **Your Boat**;
- accidents while **Your Boat** is in transit by or attached to a mechanically propelled road vehicle or caused by any trailer **Your Insurers** insure, except when it is deliberately uncoupled from the towing vehicle;
- accidents while **Your Boat** is in transit by rail, air, ferry or sea;
- fines or penalties arising under contract;
- fines or penalties imposed under any statutory code or common law in respect of any offence committed;
- any punitive or exemplary damages.



We will insure

Insure anyone else who is navigating or in charge of **Your Boat** with **Your** permission.

We will not insure

- Shipyard operators or their employees;
- repair yard operators or their employees;
- slipway operators or their employees;
- yacht club operators or their employees;
- marina operators or their employees;
- delivery skippers or their employees or crew (unless specifically agreed by **Your Insurers** and shown on **Your Schedule**);
- sales agencies or their employees;
- any other similar organisations to those mentioned above.

1.2 Additional Clauses

1.2.1 The amount **Your Insurers** will pay

1.2.1.1 The most **Your Insurers** will pay under this section is the amount shown in **Your Schedule** under the **Third Party** cover limit. This applies to each accident or series of accidents that are caused by the same event.

1.2.1.2 As long as **Your Insurers** have agreed in writing, **Your Insurers** will also pay for:

- i) all **Your** legal costs in settling or defending a claim; and
- ii) solicitor's fees and all expenses relating to official enquiries or coroner's inquests.



Section 2; Silver Cover

Bronze cover plus Fire, Lightning, Explosion, Theft, Malicious Damage or Vandalism, Weather Event and Freezing of Machinery.

This section only applies if noted on **Your Schedule** as operative – It is subject always to the cover provided, exclusions and additional clauses noted below.

2.1 Cover provided and Exclusions noted below are in addition to the cover provided and exclusions noted under Section 1 of **Your Policy** unless amended in this Section.

We will pay for

1. Loss of or damage to **Your Insured Property** shown in **Your Schedule** but only directly caused by one of the following Perils;
 - Fire,
 - Lightning
 - Explosion
 - Theft (or attempted theft)
 - Malicious damage or Vandalism
 - **Weather Event**
 - Freezing of **Machinery**

including during hauling out, launching, lifting by crane, fitting out, overhauling and in transit by road, rail, air or ferry.

We will not pay for

1. Any loss or damage caused by a **Peril** not listed in the "Cover Provided" section;
 - loss of value because of age and use;
 - loss of value of **Your Boat** after it has been repaired;
 - loss or damage caused by a **Weather Event**, unless the loss or damage is directly caused by a sudden and severe event related to a specific time and area and occurring during the Period of insurance;
 - freezing of **Machinery**, unless the **Machinery** has been maintained in accordance with the manufacturers' recommendations by a competent mechanic and the **Machinery** has been protected by the appropriate anti-freeze mixed and inserted in accordance with manufacturers specification;
 - any damage that is not repaired, in addition to a **Total Loss** in any **Period of Insurance**;
 - loss of or damage to stores, moorings, fishing gear, diving equipment, wet suits, dry suits, tow ropes, water skis, wakeboards, kneeboards or similar equipment;
 - loss of or damage to sails split by the wind or blown away while hoisted;
 - masts, spars and fittings, sails and standing or running rigging while **You** are racing **Your Boat**;
 - loss or damage while **Your Boat** is being transported unless **Your Boat** is:
 - under 9 metres (30 feet) long; and
 - carried on a trailer fit for the purpose and towed by a suitable vehicle; or
 - fitted in a purpose built cradle and carried by a professional haulier; or



We will pay for

2. Theft of gear, equipment or **Machinery** from **Your Boat** or from a locked storage place on shore.

3. Theft of **Your** outboard motors if they are stolen from **Your Boat**.

4. Theft of **Your** trailer, or any **Insured Property** on **Your** trailer if it is stolen.

5. Theft of **Your Boat's** tenders or dinghies.

6. Salvage charges:

- **Your Insurers** will pay the reasonable costs of saving **Your Boat** from a loss which **You** would be insured for under **Your Policy**.

We will not pay for

- secured or fastened to a vehicle roof rack, provided this is a suitable method of transit for **Your Boat**
- loss or damage to **Personal Belongings** unless they are shown in **Your Schedule** and **Endorsement E** applies;
- loss of or damage to **Special Equipment** unless it is shown in **Your Schedule**;
- the cost of altering or replacing parts of **Your Boat** that are undamaged in order to match parts that have been repaired and damaged;
- the cost of replacing any item rendered obsolete by damage or theft to any other item;
- Theft, unless stolen with **Your Boat**, of:
 - **Your** outboard motors.
 - **Your** gear equipment or **Machinery** from **Your Boat** or from a place on shore;
- Theft of:
 - **Your** trailer or any **Insured Property** on **Your** trailer;
 - **Your Speedboat** if on a trailer;
 - **Your Boat's** tenders or dinghies.

2. Theft unless by someone:

- violently forcing their way into or out of **Your Boat** or locked storage place; or
- removing an item that is securely fastened to **Your Boat**.

3. Theft unless they are securely fastened by an Outboard motor lock as well as their normal fitting device.

4. Theft unless the trailer is secured by a **Hitchlock** or Wheel clamp.

5. Theft of tenders or dinghies unless they have an **Identifiable Mark** permanently shown on them.



We will pay for – continued

7.

Sighting costs:

- **Your Insurers** will pay the cost of inspecting the underwater part of the hull of **Your Boat** after a stranding, even if there is no damage but only if the stranding is caused by a **Peril** which **You** are insured for under **Your Policy**.

We will not pay for – continued

2.2 Additional Clauses

2.2.1 All additional clauses noted in Section 1.

2.2.2 The amount **Your Insurers** will pay;

2.2.2.1 For a **Total Loss** – if **Your Boat** is a **Total Loss**, the most **Your Insurers** will pay is the **Market Value** of **Your Boat** up to the Sum Insured shown in **Your Schedule** unless **Endorsement P** is shown in **Your Schedule**.

2.2.2.2 For a partial loss – if **Your Insured Property** is lost or damaged, **Your Insurers** will choose to either:

- pay for the reasonable cost of repairs;
- pay for a replacement part and the reasonable costs connected with the replacement; or
- make a cash payment based on the cost of an equivalent replacement.

2.2.2.3 For salvage charges – expenses reasonably and necessarily incurred.

2.2.2.4 For sighting costs following a stranding, directly caused by a **Peril** covered by the chosen Level of cover noted in **Your Schedule** – the reasonable costs incurred provided **Your Insurers** have agreed in writing first.

2.2.2.5 **Your Insurers** will not reduce **Your** claim if **Your Insurers** replace old materials with new, except for:

- sails;
- protective covers;
- running rigging;
- outboard motors;
- batteries; and
- Personal Belongings**.

If **Your Insurers** replace these items with new ones, **Your Insurers** may reduce **Your** claim, because of the age and condition of the item.

2.2.2.6 **Your Insurers** will not pay more than the Sum Insured shown in **Your Schedule**, unless the costs are for salvage charges or sighting costs.



2.2.3 No claims bonus

Your Insurers will reduce the **Premium You** pay to renew **Your Policy** by the amount shown below but only if:

- 2.2.3.1** the net **Premium** after deduction of any no claims bonus is not less than the minimum **Premium** charged by **Your Insurers**; and
- 2.2.3.2** the **Policy** has been in force for 12 consecutive months (including an **In Commission** period of not less than 4 months); and
- 2.2.3.3** **You** renew **Your Policy** (including an **In Commission** period of not less than 4 months); and
- 2.2.3.4** no claim has been made under **Your Policy** and,
- 2.2.3.5** **Endorsement N** - No claims bonus deleted does not appear on **Your Schedule**.

Number of claim free years	Percentage Your Premium will be reduced by
One year	5%
Two years	10%
Three years	15%
Four years	20%
Five years or more	25%

2.2.4 **In Commission** period

If **Your Boat** is not **Laid Up** out of commission at the start of the **Laid Up** period shown in **Your Schedule**, **Your Insurers** will automatically extend **Your In Commission** period for up to 15 days without **You** telling them. This automatic extension will not extend past 1st November.



Section 3; Gold Cover

Silver cover plus loss or damage caused by accidental means

This section only applies if noted on **Your Schedule** as operative – It is subject always to the cover provided, exclusions and additional clauses noted below.

3.1 Cover provided and exclusions below are in addition to the cover provided and exclusions noted under Sections 1 and 2 of **Your Policy** unless amended in this section.

We will pay for

1. loss of or damage to **Your Insured Property** shown in **Your Schedule** caused by external accidental means including during hauling out, launching, lifting by crane, fitting out, overhauling and in transit by road, rail, air or ferry.

We will not pay for

- 1.**
- Loss of or damage caused by:
 - **Gradual Deterioration**, unless the **Gradual Deterioration** could not have been identified by routine inspection and/or prevented by, servicing, maintenance or recommended replacement in accordance with engineers, surveyors or manufacturers advice;
 - osmosis;
 - insects, marine borers, barnacles, marine growth, fungi or molluscs;
 - loss or damage to sails split by the wind or blown away while hoisted or unfurled, unless the spars that they are attached to are damaged at the same time;
 - masts, spars and fittings, sails and standing or running rigging while **You** are racing **Your Boat** unless **Endorsement K or M** is shown in **Your Schedule**;
 - any scratching, denting or bruising to **Your Boat** while being transported;
 - loss of, or damage to, or failure of, **Machinery** unless caused by:
 - accidental incursion of water into the hull, but not the engine alone; or
 - **Your Boat** being stranded, sunk, burnt, on fire, impact between **Your Boat** and any external substance including ice (but not water); or
 - the seawater intake being accidentally obstructed by an external substance including ice (but not water); or
 - theft or malicious persons; or
 - fire or accidental damage whilst removed from **Your Boat** and in a place of storage; or
 - accidents occurring whilst the **Machinery** is being removed from, or placed in **Your Boat**, or from or into a place of storage;



We will pay for

2.

Loss or damage to the rudder, propeller, shaft, **Machinery**, electrical equipment and their connections or keel caused by **Your Boat** hitting an object that is underwater or partly underwater.

For claims arising from this cause the **Excess** is double the amount shown in **Your Schedule** if **Your Boat** is a **Speedboat** and/or is being used on tidal waters.

3.

Accidental damage caused by Faults that **You** could not know about.

We will not pay for

- any personal expenses **You** pay because of loss of or damage to **Your Boat**;
- the cost of putting right any defects or defective work caused by somebody else's mistake or if they do not finish any repair work or alterations;
- loss or damage to the rudder, propeller, shaft, **Machinery**, electrical equipment and their connections or keel caused by **Your Boat** hitting an object that is underwater or partly underwater;
- accidental damage caused by **Faults**.

3.

- the cost of repairing or replacing any part that is lost or damaged because it was Faulty;
- loss of or damage to or failure of **Machinery** or electronic equipment caused solely by the breakdown, failure or derangement of a component part.



Section 4; Personal Accident

This section only applies if noted on **Your Schedule** as operative – It is subject always to the cover provided, exclusions and additional clauses noted below.

This section of **Your Policy** insures **You** and **Your** passengers for accidental death or accidental injury while **You** or they are on **Your Boat**, or getting on or off it.

4.1 Cover provided and exclusions.

We will pay for

Death	£15,000;
Loss of Limbs (one or more)	£15,000;
Total Loss of sight in one or both eyes	£15,000;
Permanent Total Disablement	£15,000.

Medical expenses

- **Your Insurers** will pay up to £500 for any one incident for any doctors' or surgeons' fees for emergency treatment if **You** or **Your** passengers are injured because **Your Boat**;
 - hits another **Boat**;
 - hits another object; or
 - sinks.

We will not pay for

- If death or disablement happens more than 12 months from the date **You** or **Your** passengers have been injured;
- for anybody aged 76 or over at the time of the accident;
- If **You** and/or any passenger is under 16 years of age at the time of accident, the benefit of "Death" is limited to £10,000;
- **You** or **Your** passengers compensation under more than one of the categories shown for the same accident;
- more than £60,000 in any one **Period of Insurance**;
- **You** or **Your** passengers benefit if **You** or **Your** passengers are paid compensation under the Liabilities to Third Parties and Passengers section of **Your Policy**.
- for death or disablement resulting from;
 - Incidents occurring while **Your Boat** is used for any purpose other than private pleasure;
 - suicide or attempted suicide or wilful exposure to danger (except in an attempt to save human life);
 - the influence of intoxicating liquor or drugs (other than drugs taken under medical supervision and not for the treatment of drug addiction).



Section 5; Platinum Cover

Gold Coverplus Personal Accident and Extra Covers noted below, and Breakdown and Recovery assistance (provided by River Canal Rescue Limited).

This section only applies if noted on **Your Schedule** as operative – It is subject always to the cover provided, exclusions and additional clauses noted below.

5.1 Cover provided and exclusions below are in addition to the cover provided and exclusions noted under sections 1, 2, 3 and 4 of **Your Policy** unless amended in this Section.

We will pay for

1.

Loss of or damage to or failure of **Machinery** if **Your Boat** is:

- a) under three years of age from the date of completion of build; and
- b) has an actual or maximum design speed, under engine power of less than 17 knots.

2.

Loss or damage to the rudder, propeller, shaft, **Machinery**, electrical equipment and their connections caused by **Your Boat** hitting an object that is underwater or partly underwater. For claims arising from this cause the **Excess** is the amount shown in the **Schedule**.

We will not pay for

5.2 Additional Clauses

5.2.1 All additional clauses noted in Sections 1,2,3 and 4.

5.2.2 Marina benefits

If **Your Boat** is on its permanent marina berth or **Ashore** at the same location, **Your Insurers** will not:

5.2.2.1 take **Your Policy Excess** off any claim; or

5.2.2.2 reduce **Your** no claims bonus.

5.2.3 Protected No Claims Bonus

If **You** have earned five years or more no claims bonus **Your Insurers** will not reduce **Your** no claims bonus unless **You** have two or more claims in any **Period of Insurance**.

5.2.4 Reduction of No Claims Bonus

If **You** have a claim under **Your Policy** and;

5.2.4.1 **Your** no claims bonus is not protected, **Your** no claims bonus will be reduced by a maximum of two years for each claim during the **Period of Insurance**;

5.2.4.2 **Your** no claims bonus is protected and **You** have two or more claims during any **Period of Insurance** **Your** no claims bonus will be reduced by 2 years following the second claim and by a further two years for each subsequent claim.



Section 6; General Exclusions

6.1 Terrorism

You are not insured for injury, loss, damage, liability or expense arising from the following: Terrorism, including acts by persons or organisations that involve:

- 6.1.1** causing or occasioning or threatening of harm of any nature and by any means whatsoever; or
- 6.1.2** putting the public or any section of the public in fear.

The circumstances under which 6.1.1 and 6.1.2 above operate must be such that it is reasonable to conclude that the purpose of the persons or organisations concerned are wholly or partly of a political, religious, ideological nature or similar.

6.2 Radioactive contamination

You are not insured for injury, loss, damage, liability or expense arising from the following:

- 6.2.1** ionising radiations or radioactive contamination from any nuclear fuel or from the nuclear waste arising from burning nuclear fuel;
- 6.2.2** the radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment;
- 6.2.3** any weapon or device that uses atomic or nuclear fission and/or fusion or any similar reaction or radioactive force or matter;
- 6.2.4** the radioactive, toxic, explosive or other dangerous or contaminating properties of any radioactive matter. This exclusion does not include radioactive isotopes, (other than nuclear fuel), when those isotopes are being prepared, carried, stored or used for the following purposes:
 - a) commercial;
 - b) agricultural;
 - c) medical;
 - d) scientific; and
 - e) any other peaceful purpose.

6.3 War risks

You are not insured for injury, loss, damage, liability or expense arising from the following:

- 6.3.1** war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or piracy;
- 6.3.2** any chemical, biological, bio-chemical or electromagnetic weapon; or
- 6.3.3** any computer, computer system, computer software programme, computer virus or process, or any other electronic system that is used for causing harm.



6.4 Riots and civil commotion

You are not insured for any liability, loss or damage that is caused by a riot or civil commotion.

6.5 Sonic bangs

You are not insured for loss or damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

6.6 Use of Your Boat

Unless **Your Insurers** agree by **Endorsement** and it is specified in **Your Schedule**, **You** are not insured if **You** use **Your Boat**:

6.6.1 for hire or charter;

6.6.2 for anything except **Your** own private pleasure;

6.6.3 outside the **Cruising Limits** shown in **Your Schedule**.

6.7 Other losses

You are not insured for:

6.7.1 Any losses that are not directly associated with the incident that caused **You** to claim, unless expressly stated in **Your Policy**.

6.8 Date recognition

You are not insured for:

6.8.1 Loss or damage arising from, or consisting of, the failure or inability of any equipment or any computer programme to recognise or to correctly interpret or process any date as the true or correct date, or to continue to function beyond that date.

This does not exclude any resulting loss or damage otherwise insured by this **Policy**.

6.9 Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.



Section 7; General Conditions

You must comply with the following conditions to have the full protection of **Your Policy**. If **You** do not comply with them **Your Insurers** may, at their option, cancel the **Policy** or refuse to handle **Your** claim or reduce the amount of any claim payment.

7.1 Your duty of care

Your Insurers will only provide the insurance described in **Your Policy** if:

- 7.1.1 to the best of **Your** knowledge and belief, the information that **You** have given is true and complete. If someone else has given the information for **You**, that person was acting for **You** at the time and **You** are responsible for the information they gave;
- 7.1.2 anyone claiming under **Your Policy** has met all the relevant conditions;
- 7.1.3 **You** have taken all reasonable steps to maintain and keep **Your Boat** and all its gear and equipment in a proper state of repair and **Seaworthiness**;
- 7.1.4 **You** have taken all reasonable steps to protect **Your Insured Property** from loss or damage;
- 7.1.5 following the immersion or partial immersion of **Your Boat's Machinery**, immediate **First Aid** has been administered;
- 7.1.6 in the event of an incident which may give rise to a claim under **Your Policy**, **You** have taken all reasonable and necessary actions to minimise and prevent further loss or damage.

7.2 New ownership

If **You** sell **Your Boat** or transfer it to new ownership or if a company owns **Your Boat** and there is a change in the controlling interest of the company, **Your Insurers** will cancel **Your Policy** from the date of the sale, transfer or change.

Your Insurers will not recognise any interest or transfer of interest or assignment of this **Policy** unless **Your Insurers** have agreed and noted it in **Your Schedule**.

7.3 Fraudulent claims

7.3.1 **You** must not act in a fraudulent manner.

If **You** or anyone acting for **You**:

- 7.3.1.1 make a claim under the **Policy** knowing the claim to be false or fraudulently exaggerated in any respect; or
- 7.3.1.2 make a statement in support of a claim knowing the statement to be false in any respect; or
- 7.3.1.3 submit a document in support of a claim knowing the document to be forged or false in any respect; or
- 7.3.1.4 make a claim in any respect of any loss or damage caused by **Your** wilful act or with **Your** connivance.

7.3.2 Then:

- 7.3.2.1 **Your Insurers** shall not pay the claim;
- 7.3.2.2 **Your Insurers** shall not pay any other claim which has been made under the **Policy**;
- 7.3.2.3 **Your Insurers** may at their option declare **Your Policy** void;
- 7.3.2.4 **Your Insurers** shall be entitled to recover from **You** the amount of any claim already paid under **Your Policy** since the last renewal date;
- 7.3.2.5 **Your Insurers** shall not make any return of **Premium**; and
- 7.3.2.6 **Your Insurers** may inform the police of the circumstances.



7.4 Cancellation

7.4.1 Statutory cancellation rights.

- 7.4.1.1** **You** may cancel this **Policy** within 14 days of receipt of the **Policy** documents (new business) or the renewal date (the cancellation period) by writing to Towergate Insurance during the cancellation period. **Your Insurers** will give **You** a full refund of any **Premium** **You** have paid provided that;
- i) **You** have not made and are not intending to make a claim;
 - ii) no incident likely to give rise to a claim has occurred.

7.4.2 Cancellation outside the statutory period.

- 7.4.2.1** **You** may cancel this **Policy** at any time. **You** will only receive a return of **Premium** provided that **You** have;
- i) sold **Your Boat**; and
 - ii) not had any claims during the current **Period of Insurance**; and
 - iii) given prior written notice to Towergate Insurance.

- 7.4.2.2** **Your Insurers** will retain an amount of the **Premium** in proportion to the time **You** have been on cover subject to a minimum retention of £25 (plus insurance **Premium** tax at the current rate) and return the balance to **You**;

- 7.4.2.3** If **You** cancel **Your Policy** in the first year of insurance, **Your Insurers** will use the following short period rates when they return **Your Premium**;

Period of Cover	The percentage of Your Premium Your Insurers will return:
Up to three months	50%;
Up to four months	25%;
Over four months	NIL.

7.4.2.4 **Our** right to cancel **Your Policy** by **You**

Non payment of **Premium**

- There are no days of grace for payment of **Premium** under **Your Policy**, **Your Insurers** reserve the right to cancel **Your Policy** from inception in the event of non payment of **Premium** either via **Your** intermediary or to a **Premium** payment supplier if used.

If **Your Insurers** cancel **Your Policy** because they have been unable to collect the **Premium** by direct debit instalments, **We** will charge the cancellation fee to take account of their costs in providing **Your Policy** and for recovering any **Premium** owed to them for the **Period of Insurance**.

Other reasons **Your Insurers** may cancel **Your Policy**;

Your Insurers have the right to cancel **Your Policy** at any time by giving **You** fourteen days notice in writing where there is a valid reason for doing so. **Your Insurers** will send their cancellation letter to the latest address they have for **You** and will set out the reason for cancellation in their letter.

Valid reasons may include but are not limited to:

- Where **You** are required in accordance with the terms of this **Policy** to co-operate with **Your Insurers**, or send **Your Insurers** information or documentation and **You** fail to do so in a way that affects their ability to process a claim, or their ability to defend their interests. In this case **Your Insurers** may issue a cancellation letter and they will cancel **Your Policy** if **You** fail to co-operate with them or provide the required information or documentation by the end of the 14 day cancellation notice period;
- Where there is a failure by **You** to take care of **Your** craft as required by section 51.22 of **Your Policy**;
- Failure to provide adequate and correct information;
- Where **Your Insurers** reasonably suspect fraud; or
- Use of threatening or abusive behaviour or language, or intimidation or bullying of their staff or suppliers.



If **Your Insurers** do cancel **Your Policy**, **Your Insurers** will refund the part of **Your Premium** **You** have not yet used less a cancellation fee to take into account their costs in providing **Your Policy**. The fees are detailed in **Your Schedule**.

If **Your Insurers** cancel **Your Policy** at any time, **Your Insurers** will automatically cancel any cover provided by the additional services and benefits **You** chose with **Your** main **Policy** cover. The **Premium** or charges **You** have paid for these additional services and benefits may also be refunded less a pro rata charge for the time **You** have been on cover.

If **Your Insurers** cancel **Your Latitude Policy** at any time, **Your Insurers** will automatically cancel any cover provided by the additional services and benefits **You** chose with **Your** main **Policy** cover. The **Premium** or charges **You** have paid for these additional services and benefits may also be refunded less a pro rata charge for the time **You** have been on cover.

7.5 Engine Cut Out Device

You must maintain in an efficient working order and use correctly any Engine cut-out device fitted to **Your Boat** at all times whilst **Your Boat** is underway.

7.6 Fire Extinguisher (Fire extinguishing systems)

You must ensure that any Fire extinguishers or Fire extinguishing systems on **Your Boat** are adequate, suitable for the use intended, are maintained within serviceable date and kept in efficient working order at all times.

7.7 Whilst Laid Up

During the **Laid Up** period **Your Boat** must not have any stores on board and all portable items including **Personal Belongings** and **Special Equipment** must be removed from **Your Boat** and stored **Ashore** in a locked building.

7.8 Other insurance

If **You** make any claim under this **Policy** and there is another insurance **Policy** that insures the same loss, **Your Insurers** will only pay their share of the claim. This condition does not apply to the Personal Accident section.

7.9 Choice of Law

You and **Your Insurers** can choose the law which applies to this **Policy**. **Your Insurers** propose that the Law of England and Wales apply. Unless **Your Insurers** and **You** agree otherwise, the Law of England and Wales will apply to this **Policy**.



Section 8; Endorsements

These Endorsements only apply when they are shown in **Your Schedule**.

Endorsement A – Excess

You must pay the first part of each claim up to the amount shown in **Your Schedule**. If **Your Boat** is a **Total Loss** or if **Your** claim is made under the cover provided in Section 1 of **Your Policy**, **You** do not have to pay the **Excess** unless noted on **Your Schedule**.

Endorsement B – Taken Ashore condition

You must take **Your Boat Ashore** at all times:

- i) When it has nobody on board; and
- ii) between sunset and sunrise.

Endorsement C – Small craft mooring permission

You can leave **Your Boat** afloat at the mooring shown in **Your Schedule** between 1st May and 30th September each year. At all other times **You** must take it **Ashore**:

- i) When it has nobody on board; and
- ii) between sunset and sunrise.

Endorsement D – Continental Use

You can take **Your Boat** and use it on Inland and coastal waters of **Europe**, for up to 30 days at any one time.

Endorsement E – Personal Belongings

Your Insurers will insure **Your Personal Belongings** (including those belonging to members of **Your** family that are living with **You** all the time) against loss or damage.

Your Insurers will only insure **Your Personal Belongings** while **You** are taking them from **Your** home or business address to **Your Boat** or back again and while they are on board **Your Boat**.

The most **Your Insurers** will pay for any single item is £250 unless noted in **Your Schedule** with a Sum Insured against that item.

Your Insurers will not pay claims for or caused by:

- i) brittle articles that are broken, unless they are broken by thieves, burglars, fire, stranding, sinking or collision;
- ii) moths, vermin, damp, mould, mildew, mechanical or electrical breakdown or failure, electronic or computer breakdown or failure;
- iii) loss of value because of age or use;
- iv) theft of, loss of or damage to cash, cash cards, **Credit Cards**, cheque cards, currency or bank notes, stamps, travel tickets, travellers cheques, bonds or securities;
- v) theft of, or loss of, or damage to furs, mobile phones, personal computer equipment, jewellery and watches;
- vi) theft of, or loss of, or damage to wetsuits, dry suits, buoyancy aids, tow ropes, waterskis, wakeboards, kneeboards or sports equipment of any kind whilst being used;
- vii) theft unless following forcible and violent entry to or exit from **Your Boat**, unattended road vehicles or places of storage;
- viii) the first £100 of any claim or **Policy Excess** shown in **Your Schedule**, which ever is the lower.

Endorsement F – Racing cover (not applicable)



Endorsement G – Speedboat clauses

When **Your Boat** is underway **You** or another experienced person must be on board and in control of **Your Boat**.

Your Insurers will not pay any claim for:

- i) Loss, damage, liability or any salvage services while **Your Boat** is racing or taking part in speed tests or trials;
- ii) loss or damage to turbojet Speedboats, unless they are taken out of the water in the normal way and not run ashore under their own power;
- iii) loss or damage by fire or explosion if **Your Boat** is fitted with inboard **Machinery**, unless **Your Boat** is fitted with:
 - a) a remote controlled, (the controls must be operated from the steering position), or automatic Fire extinguishing system in the engine compartment and, if possible, the tank space (**Your Insurers** may accept another system if **You** ask them); and
 - b) manually operated Fire extinguishers and a fire blanket in the galley area.

Endorsement H – Water skiers' liability (not applicable)

Endorsement I - Fitting Out Risks

It is noted and agreed that during the Period Of Insurance the Sum Insured under Section 2, 3 or 5 (whichever is applicable) of **Your Policy** in respect of hull and materials is increasing due to outfitting and that during this period, claims settlement will be based on proof of expenditure at time of loss but not exceeding the sum's insured as shown in **Your Schedule**.

Endorsement J – Marina benefit

If **Your Boat** is on its permanent marina berth or **Ashore** at the same location, **Your Insurers** will not:

- i) Take **Your Policy Excess** off any claim;
- ii) reduce **Your** no claims bonus for any claim.

Endorsement K – Racing cover dinghies (not applicable)

Endorsement L – Personal watercraft (not applicable)

Endorsement M – Racing Cover (not applicable)

Endorsement N – No Claims Bonus Deleted

The no claims bonus allowance noted in Section 2 – Additional Clauses 2.2.3 and Section 5 – Additional Clauses 5.2.2, 5.2.3 and 5.2.4 of **Your Policy** are deleted and do not apply.

Endorsement O – Commercial Use Of Your boat

It is noted and agreed that **Your Boat** will be used for commercial carrying which is covered under the terms of **Your Policy** but excluding any cover for or any liability in respect of the cargo and excluding any damage to **Your Boat** by the process of loading or unloading.

Endorsement P – Agreed Value

Section 2 – Additional clause 2.2.2.1 is deleted and replaced by the following:

- 2.2.2.1** for a **Total Loss** – if **Your Boat** is a **Total Loss**, **Your Insurers** will pay the **Agreed Value** of **Your Boat** shown in **Your Schedule** or **Your Insurers** will provide **You** with a replacement **Boat** as similar in age, type and condition as possible to **Your** existing **Boat**.

Endorsement Q – Protected No Claims Bonus

Your Insurers will not reduce **Your** no claims bonus unless **You** have two or more claims in any **Period of Insurance**.



Endorsement R – Reduction of No Claims Bonus

If **You** have a claim under **Your Policy** and;

- i) **Your** no claims bonus is not protected, **Your** no claims bonus will be reduced by a maximum of two years for each claim during the **Period of Insurance**;
- ii) **Your** no claims bonus is protected and **You** have two or more claims during any **Period of Insurance**, **Your** no claims bonus will be reduced by 2 years following the second claim and by a further two years for each subsequent claim;

Endorsement S – Bronze Cover (excluding removal of wreck)

Cover provided for raising or attempted raising, removing or destroying the wreck of **Your Boat** or if **You** fail to remove or destroy it – is deleted from Section 1 Bronze Cover.

Endorsement T – Skipper Charter

It is noted and agreed that **Your Boat** is used for chartering, providing a qualified Skipper is in charge and onboard at all times whilst underway.

Endorsement U - Passenger Liability

It is noted and agreed that passengers are carried on board **Your Boat** and that the exclusion of fare paying passengers under Section 1 is deleted.

Endorsement V – Food & Drink Liability

It is noted and agreed that food and drink are sold on **Your Boat** and Section 1 of the **Policy** is extended to cover **Your** legal liability arising out of the sale of food and drink on board the craft.

Endorsement W – Member to Member Liability

Under section 1 of **Your Policy** the **Insurers** will treat, as though they were the policyholder any member or trustee of the policyholder whilst engaged in Trust/Society activities provided that;

- such a member is not entitled to indemnity under any other **Policy**; and
- such a member shall observe the terms of **Your Policy** in so far as they can apply

This extension shall apply only to liabilities arising out of the use of **Your Boat** covered by **Your Policy**. If in respect of any claim or number of claims arising out of one cause, the total amount of indemnity to all parties shall not exceed the limit of liability shown in **Your Schedule**.

Endorsement X – Houseboat

It is noted and agreed that **Your Boat** is used as a **Houseboat** and that the exclusion of use of **Your Boat** as a **Houseboat** under section 6.6.3 is deleted.



Section 9; Marine & Home Legal Protection Insurance

Marine Legal Protection provides:-

- Assistance Helplines including 24/7 Legal Advice
- Insurance for legal costs for certain types of disputes

ASSISTANCE HELPLINE SERVICES

Legal and Claims Advice Line

You can use the helpline service to discuss any legal problem occurring within the United Kingdom, the Channel Islands and the Isle of Man and arising during the period of this policy.

Specialist lawyers are at hand to help. If **You** need a lawyer to act for **You** and/or **You** have any other problem which is covered under this insurance, the advice line will ask **You** to complete a claim form. If **Your** problem is not covered under this insurance, the advice line may be able to offer **You** assistance on a non-insured basis.

Emergency Breakdown Technical Advice Line

You should contact the 24/7 Breakdown Technical Advice Line following mechanical breakdown for advice on how to repair the mechanical problem. If the problem cannot be fixed over the telephone, where available, assistance may be provided to attend to the **Vessel** and attempt to repair the breakdown.

This is a technical helpline only – there is no insurance cover under this helpline for any costs associated with attending and repairing the **Vessel** and no guarantee that attendance to the **Vessel** will be available. If attendance to the **Vessel** is provided the costs will not be covered under this insurance other than where described in the **Breakdown Costs** section of cover. If the **Breakdown Costs** section of cover does apply **You** will be responsible for paying any costs to the engineer and reclaiming these under the terms of this policy.

In the event of attendance to the **Vessel** via this service **You** will be required to subscribe to an annual mechanical breakdown assistance contract with Sea Start Ltd. The costs of subscription is not covered under the insurance policy.

Health and Medical Information Service

You can access the 24/7 Health and Medical line to obtain information on general health issues, and non-diagnostic information on medical matters. Information can be given on a wide variety of topics and on resources that provide further support.

To access this service telephone **0344 770 1036** and quote **“Towergate Insurance”** for assistance.



POLICY WORDING – TERMS OF COVER

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by AmTrust Europe Limited, on whose behalf **We** act.

If a claim is accepted under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **Conflict of Interest** arises. Where it is necessary to start court proceedings or a **Conflict of Interest** arises and **You** want to use a legal representative of **Your** own choice, **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**.

The insurance covers **Advisers' Costs** and any other costs and expenses as detailed under the separate sections of cover, up to the **Maximum Amount Payable** where:-

- a) The **Insured Event** takes place in the **Period of Insurance** and within the **Territorial Limits**
And
- b) The **Legal Action** takes place within the **Territorial Limits**.

This insurance does not provide cover where something **You** do or fail to do prejudices **Your** position or the position of the **Insurer** in connection with the **Legal Action**

To benefit from any section of this policy, **You** must reside within the United Kingdom, Channel Islands and Isle of Man, the European Union, Iceland, Liechtenstein and Norway.

IMPORTANT CONDITIONS

If **Your** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the 'Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

Prospects of Success

There must be more than a 50% chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not more than a 50% chance of success then **We** may decline or discontinue support for **Your** case.

Proportional Costs

An estimate of the **Advisers' Costs** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Advisers' Costs** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

Duty of Disclosure

Consumer

If this policy covers **You** as a private individual, unrelated to any trade, business or profession, **You** must take reasonable care to disclose correct information. The extent of the information **You** are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions **You** are asked when **You** took out this insurance.

Non-Consumer

If this policy covers **Your** business, trade or professional interests, **You** are responsible for disclosing, in a clear, accessible and comprehensive way, all information which **You** should be aware would influence the **Insurer's** decision to provide insurance to **You** on the terms agreed.



Definitions (applicable to this section 9 only)

Certain words shown below have a specific meaning. Wherever they are shown in Section 9 in bold type they will have that meaning.

Adviser

Our specialist panel solicitors or their agents appointed by **Us**, or, where agreed by **Us**, another legal representative nominated by **You**

Advisers' Costs

Reasonable legal fees and costs incurred by the **Adviser**. Third party's costs shall be covered if awarded against **You**

Breakdown Costs

Call out costs, the cost of parts and labour charges incurred by a suitably qualified marine engineer or technician

Conditional Fee Agreement

An agreement between **You** and the **Adviser** or between **Us** and the **Adviser** which sets out the terms under which the **Adviser** will charge **You** or **Us** for their own fees.

Conflict of Interest

There is a conflict of interest if **We** administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance

Disclosure Breach

Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract

Excess

The amount that **You** must pay toward any claim as stated below:

Cover A, B, C, D, E, G & I: £1000 unless **You** agree to appoint **Our** panel solicitors to act for **You** in which case the **Excess** will reduce to £250 for Cover G and £0 for all other covers

Cover F & H: Nil

The **Excess** shall be paid to and at the request of the **Adviser**

Home Berth

The mooring location that is shown in **Your** insurance certificate, or where it is not shown, **Your** permanent mooring that **You** are contracted to pay for

Identity Fraud

A person or group of persons knowingly using a means of identification belonging to **You** or the **Vessel** without **Your** knowledge or permission with intent to commit or assist another to commit an illegal act

Insured Event

The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.

Identity Fraud

In a claim arising from **Identity Fraud** the **Insured Event** is a single act or the start of a series of single acts against **You** by one person or group of people.



For the purposes of the Maximum Amount Payable, only one **Insured Event** will be regarded as having arisen from all causes or by actions, incidents or events that are related by cause or time.

Insurer

AmTrust Europe Limited

Legal Action

- The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance or;
- The defence of criminal prosecutions arising from **Your** ownership or use of the **Vessel**.

Legal Helpline

The service provided by **Our** panel solicitors on **Our** behalf which enables **You** to obtain advice on any matter which may give rise to a claim under this insurance.

Maximum Amount Payable

The maximum payable in respect of an **Insured Event**, as stated below:

Cover A, B, C, D, E I:	£100,000	Cover G:	£200
Cover F:	£500	Cover H:	£2,500

Period of Insurance

The **Insured Period** shown in the Hull policy to which this cover attaches and which has been declared to **Us** and for which the premium has been paid.

Standard Advisers' Costs

The amount of **Advisers' Costs** that would normally be incurred in using a nominated **Adviser** of **Our** choice.

Temporary Replacement Costs

The reasonable market standard costs of bare boat chartering an equivalent boat to the **Vessel** for the period of a trip planned prior to the **Insured Event**.

Territorial Limits

Covers A, B & H:	The cruising range area shown in the Hull policy to which this cover attaches.
Cover I:	The United Kingdom
All other Covers:	Member states of the European Union.

Vessel

The **Vessel** insured under the Hull policy to which this cover attaches and which has been declared to **Us** and for which the premium has been paid.

We/Our/Us

Arc Legal Assistance Ltd.

You/Your/Yourself

Covers A & B:	The owner of the Vessel and any authorised skipper, crew or guests
Covers C, E, F, G, H & I:	The owner of the Vessel
Cover D:	The owner of the Vessel and any authorised skipper or crew. If You die Your personal representatives will be covered to pursue cases covered by this insurance on Your behalf, which arose prior to Your death.



Cover

What is insured

Cover A – Uninsured Loss Recovery

- **Advisers' Costs** to pursue damages claims arising from a collision, impact, fire or flooding against those whose negligence has caused **You** to suffer loss of **Your** insurance policy excess or other out of pocket expenses.
- If the **Legal Action** is going to be decided by a court in England or Wales and the damages **You** are claiming are above the small claims court limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You** fail to recover the damages that **You** are claiming in the **Legal Action** in full or in part. If the damages **You** are claiming are below the small claims track limit **Advisers' Costs** will be covered subject to the conditions applicable to this insurance.

Cover B - Personal Injury Pursuit

- **Advisers' Costs** to pursue damages claims arising from a collision, impact, fire or flooding whilst **You** are in, boarding, or alighting the **Vessel** against those whose negligence has caused **Your** injury or death
- If the **Legal Action** is going to be decided by a court in **England** or **Wales** and the damages **You** are claiming are above the small claims track limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You** fail to recover the damages that **You** are claiming in the **Legal Action** in full or in part. If the damages **You** are claiming are below the small claims track limit **Advisers' Costs** will not be covered but **You** can access the **Legal Helpline** for advice on how to take **Your** case further.

What is not insured

Cover A – Uninsured Loss Recovery Claims

- For a **Legal Action** pursued against the owner or skipper of the **Vessel** or guests aboard the **Vessel** at the time of the **Insured Event**.

Cover B - Personal Injury Pursuit Claims

- For a **Legal Action** pursued against the owner or skipper of the **Vessel**, or guests aboard the **Vessel** at the time of the **Insured Event**
- For stress, psychological or emotional injury unless it arises from **You** suffering physical injury



What is insured

Cover C – Contract Disputes

- **Advisers' Costs** to pursue or defend a **Legal Action** following a breach of a contract **You** have for buying or services in connection with the **Vessel** including the purchase or sale of the **Vessel**.

Cover D – Prosecution Defence

- **Advisers' Costs** to defend a **Legal Action** in respect of a criminal offence arising from **Your** ownership or use of the **Vessel**. Pleas in mitigation are covered where there is a more than 50% prospect of such a plea materially affecting the likely outcome.

Cover E – Identity Fraud

- **Advisers' Costs** incurred in dealing with organisations that have been fraudulently applied to for credit, goods or services in **Your** name or which are seeking monies from **You** as a result of **Identity Fraud**.
-
- **Advisers' Costs** incurred in liaising with credit referencing agencies and all other relevant organisations necessary on **Your** behalf to advise that **You** have been the victim of **Identity Fraud**.
-
- **Advisers' Costs** incurred to defend **Your** legal rights and/or take reasonable steps to remove County Court Judgements against **You** that have been obtained by an organisation that **You** are alleged to have purchased, hired or leased goods or services from where **You** deny having entered in to the contract and allege that **You** have been the victim of **Identity Fraud**.

What is not insured

Cover C – Contract Disputes Claims

- For **Advisers' Costs** where the legal jurisdiction of the contract is outside of the **Territorial Limits**.
-
- For disputes arising prior to **You** taking delivery of the **Vessel**.
-
- Disputes arising from any commercial activity or venture for gain in connection with **Vessel** including chartering.

Cover D – Prosecution Defence Claims

- For **Advisers' Costs** to defend a **Legal Action** arising from allegations of dishonesty or committing deliberate, or reckless acts, or whilst being in control of the **Vessel** whilst under the influence of alcohol or drugs.
-
- Where **You** are entitled to public funding.
-
- For damages, interest, fines or costs awarded against **You**.

Cover E – Identity Fraud Claims

- For any financial losses incurred by **You** as a result of **Identity Fraud** other than **Advisers' Costs**;
-
- Where **You** are not the victim of **Identity Fraud**;
-
- Where the **Identity Fraud** has been committed by somebody **You** live with.



What is insured

Cover F – Temporary Replacement Costs

- **Temporary Replacement Costs** following a non-fault collision or impact resulting in accidental loss or damage to the **Vessel** of such severity **You** are unable to use it for a trip that was pre-booked prior to the **Insured Event**.

Cover G – Mooring Disputes

- **Advisers' Costs** to pursue or defend a **Legal Action** following a dispute over the recorded moorings of **Your Vessel**.

Cover H – Breakdown Costs

- **Breakdown Costs** **You** have incurred following a mechanical breakdown to the **Vessel** which renders it unseaworthy whilst away from the **Vessel's Home Berth**.

Cover I – Family Legal Expenses Consumer Pursuit

- **Advisers' Costs** to pursue **Legal Action** following a breach of a contract **You** have for buying or renting goods or services for **Your** private use. The contract must have been made after **You** first purchased this insurance.

Personal Injury

- **Advisers' Costs** to pursue **Legal Action** for financial compensation for damages following an accident resulting in **Your** personal injury or death against the person or organisation directly responsible.

What is not insured

Cover F – Temporary Replacement Costs Claims

- Where there is no identifiable and pursuable negligent third party;
-
- Where **You** are unable to prove that **You** had planned the trip prior to the **Insured Event**.

Cover G – Mooring Disputes Claims

- Where the period of recorded mooring is less than 180 days.

Cover H – Breakdown Costs Claims

- For any **Breakdown Costs** incurred by **You** in repairing the mechanical breakdown **Yourself**
- For disputes arising from any commercial activity or venture for gain in connection with the **Vessel** including chartering.
- Other than parts cover where Section 10 – Breakdown assistance is operative.

Cover I – Family Legal Expenses Claims

- Where the amount in dispute is less than £250 plus VAT.
- Involving a motor vehicle owned by **You**
- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.
- In connection with the **Vessel**.
- Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered to **You**.
- A venture for gain by **You** or **Your** business partners.

Claims

- Arising from medical or clinical treatment, advice, assistance or care.
- Arising from stress, psychological or emotional injury.
- Arising from illness, personal injury or death caused gradually and is not caused by a specific sudden event.
- Involving a motor vehicle owned by **You** or which **You** are legally responsible for.
- In connection with the **Vessel**.



What is insured

Employment Disputes

- **Advisers' Costs** to pursue a **Legal Action** bought before an Employment Tribunal (or its equivalent in Scotland or Northern Ireland) against an employer or ex-employer for a breach of **Your** contract of employment.

Property Infringement

- **Advisers' Costs** to pursue a **Legal Action** for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to **Your** main home. This section does not extend to divorce or matrimonial matters. The nuisance or trespass must have started at least 180 days after **You** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

Consumer Defence

- **Advisers' Costs** to defend a **Legal Action** brought against **You** following a breach of a contract **You** have for selling goods (in a private capacity) for the private and personal use of another person. The contract must have been made after **You** first purchased this insurance.

What is not insured

Claims

- Where the breach of contract occurred within the first 90 days after **You** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.
- For a dispute with an employer or ex-employer unless it is pursued in an Employment Tribunal (or its equivalent in Scotland or Northern Ireland).
- For **Advisers Costs** of any disciplinary investigatory or grievance procedure connected with **Your** contract of employment or the costs associated with any compromise agreement.
- Where the breach of contract is alleged to have commenced or to have continued after termination of **Your** employment.
- For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment.
- For **Advisers' Costs** awarded by an Employment or Employment Appeals Tribunal that **You** are ordered or agree to pay.

Claims

- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.
- In connection with the **Vessel** unless it is **Your** main home.

Claims

- Where the amount in dispute is less than £250 plus VAT.
- Involving a motor vehicle owned by **You**.
- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.
- In connection with the **Vessel**.



General exclusions

1. There is no cover where:—

- a) **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- b) An estimate of the **Advisers' Costs** is more than the amount in dispute;
- c) **Advisers' Costs** or any other costs and expenses incurred have not been agreed in advance or are above those for which **We** have given **Our** prior written approval.

2. There is no cover for any claim directly or indirectly arising from:

- a) A dispute about either the amount **Your** insurance company should pay to settle an insurance claim or the way a claim should be settled;
- b) A dispute between persons insured under this policy;
- c) An application for a judicial review;
- d) Defending or pursuing new areas of law or test cases.
- e) A lease or licence to use property or land
- f) Constructing buildings or altering their structure
- g) Planning law

3. There is no cover: —

- a) For claims made by or against **Your** insurance adviser, the **Insurer**, the insurers of the Hull policy to which this cover attaches, the **Adviser** or **Us**;

4. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract 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 other than by virtue of this Act.



Conditions

1. Cancellation

You may cancel this insurance at any time by writing to **Your** insurance adviser providing fourteen days written notice. If **You** exercise this right within 14 days of taking out this insurance, **You** will receive a refund of premium provided **You** have not already made a claim against the insurance.

Your insurance adviser or **We** may cancel the insurance by giving fourteen days' notice in writing to **You** at the address shown on the schedule of the Hull policy to which this cover attaches, or an alternative address provided by **You**. No refund of premium shall be made.

We will only invoke this right in exceptional; circumstances as a result of **You** behaving inappropriately, for example:

- Where **We** have a reasonable suspicion of fraud
- **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information

2. Claims

- You** must notify claims as soon as reasonably possible and within 180 days of the **Insured Event**. **We** will provide **You** with a claim form which must be returned promptly with all relevant information;
- We** may investigate the claim and take over and conduct the **Legal Action** in **Your** name. Subject to **Your** consent, which shall not be unreasonably withheld, **We** may reach a settlement of the **Legal Action**.
- You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings are required or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use an legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment available on request.
- The **Adviser** will:
 - Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgement obtained.
 - Keep **Us** fully advised of all developments and provide such information as **We** may require.
 - Keep **Us** regularly advised of **Advisers' Costs** incurred.
 - Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted there shall be no further cover for **Advisers' Costs** unless **We** agree in **Our** absolute discretion to allow the case to proceed.
 - Submit bills for assessment or certification by the appropriate body if requested by **Us**.
 - Attempt recovery of costs from third parties.
- In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**;
- The Insurer shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are prospects of success;
- You** shall supply all information requested by the **Adviser** and **Us**;
- You** are responsible for any **Advisers' Costs** if **You** withdraw from the **Legal Action** without **Our** prior consent. Any costs already paid by **Us** will be reimbursed by **You**.



3. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** may, where **We** both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

4. Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgment
- c) Being able to achieve an outcome which best serves **Your** interests.

5. English Law and Language

This contract is governed by English Law and the language for contractual terms and communication will be English.

6. Other insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

7. Disclosure

If **You** fail to disclose relevant information or **You** disclose false information in relation to this policy, **We**, or the broker may:

- a) Cancel the contract and keep the premiums if the **Disclosure Breach** is deliberate or reckless
- b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known
- c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known
- d) Proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known

8. Fraud

In the event of fraud, **We**:

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to **You** in respect of the fraudulent claim
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**
- d) Will no longer be liable to **You** in any regard after the fraudulent act.

9. Change in law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.



Customer Services Information

How To Make A Claim

As soon as **You** have a problem that **You** may require assistance with under this insurance **You** should telephone the legal and claims advice line.

In general terms, **You** are required to immediately notify **Us** of any potential claim or circumstances which may give rise to a claim. If **You** are in any doubt whether a matter constitutes a notifiable claim or circumstance, **You** should contact the legal and claims advice line for assistance. The helpline will ask **You** to complete and submit a claim form online by visiting www.arclegal.co.uk/informationcentre. Alternatively they will send a claim form to **You**. If **Your** problem is not covered under this insurance, the helpline may be able to offer **You** assistance under a private funding arrangement.

Data Protection Act

Arc Legal Assistance are committed to protecting and respecting your privacy in accordance with the current Data Protection Legislation ("Legislation").

Customer Service

We aim to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right straightaway.

If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint has not been resolved as yet plus an indication of when **You** will receive a final response. Within eight weeks **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **You** will receive a final response. After eight weeks, if **You** are unhappy with the delay, **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** cannot settle **Your** complaint with **Us**, or before **We** have investigated the complaint if both parties agree.

Our contact details are:

Arc Legal Assistance Ltd
PO Box 8921
Colchester CO4 5YD
Tel 01206 615000
Email: customerservice@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 08000 234 567
Email: complaint.info@financial-ombudsman.org.uk



Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). If **We** fail to carry out **Our** responsibilities under this policy, **You** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on 0800 678 1100 or 020 7741 4100

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. **Our** Firm Reference number is 305958. **You** can check this on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at www.fca.org.uk.



Section 10; Breakdown Assistance

This section only applies if noted on **Your Schedule** as operative – It is subject always to the cover provided, exclusions and additional clauses noted below.

Breakdown assistance is provided by River Canal Rescue. As a member of this organisation **You** will benefit from knowing that they are on hand should **You** suffer a breakdown. Please take some time to read though the following information before **You** set out cruising. RCR operates 24 hours a day, 365 days a year. In the event of a breakdown RCR will send a qualified mechanic to investigate the breakdown and rectify where possible. If the problem cannot be resolved in situ RCR can organise for further work to be undertaken.

When breakdown assistance cover is included within **Your Policy** it provides:

- Nationwide Breakdown Assistance
- Practical and technical telephone assistance
- Crisis coordination & message relay service
- Home start & provision pick up service

Limitations and exclusions:

- Cover for **Boat** owner only. Other Users pay £40 per callout
- 2 breakdowns per year
- Recovery /Towing (pay on use)
- Recovery of the vessel by road.
- Recovering the vessel and crew, if the vessel could have been repaired within a reasonable period of time at or near to the place of the breakdown.
- Any parts, components or materials used to repair the vessel.
- The attendance cost of a locksmith
- Cost of a diver, crane or slipway hire.
- Cost of towing or repairs for severe damage to the rudder/skeg from hitting underwater obstacles.
- Clearing fouled propellers - where access cannot be gained
- Repairs to bow thrusters.
- Repairs due to taking on water or hull breach.
- Callouts which are classified as being 'domestic issues' Any parts, components or materials used to repair the vessel

Membership information

Unless **We** have agreed otherwise with **You**, in writing, English law governs this membership.

If you are in immediate danger of sinking, or in a position where you are in danger of Personal injury, you must first call the emergency services to your aid (phone 999)



What to do if You Breakdown

If **Your Vessel** breaks down **You** must call the 24-hour rescue control centre on 0800 071 8021 (freephone) or LoCall tel no: 0845 006 8021 or landline 01785 785680.

Please have the following information available when **You** phone:

- **Your** name and **Policy** number.
- The phone number (including dialling code) **You** are calling from.
- The location of the broken-down **Vessel**, including name of river or canal, landmarks.

Please stay with you vessel until a rescue vehicle arrives. Unless in immediate danger.

The address of River Canal Rescue is:

River Canal Rescue,

Freepost NAT 11249,

Stafford, ST17 0BR

Email: enquiries@rivercanalrescue.co.uk

Web: www.rivercanalrescue.co.uk

Registered in England No. 4126409

VAT Registered No. 823673325

Terms & Conditions

(full T&C's can be found at www.rivercanalrescue.co.uk)

In these terms and conditions **We** use the following definitions:- "breakdown" Any engine-related, mechanical or electrical breakdown (failures and breakages), or damage (not including hull) which results in **Your** not being able to sail **Your Vessel**.

Running out of fuel will attract a surcharge "Homestart" If the **Vessel** breaks down at **Your** home marina berth, **We** will attend the **Vessel** and try to rectify the immediate problem. However, if the problem cannot be rectified, **We** will provide assistance in arranging the repair of **Your Vessel** at **Your** cost, at **Your** home marina, or by a suitably qualified person of **Your** choice.

1. **We** will allow a maximum of 2 callouts each year under **Your** membership, additional callouts will be chargeable at a rate of £40 per attendance.
2. Membership will commence 72 hrs after **Your** insurance becomes live, if **You** require immediate cover **You** must pay an additional **Premium** and join as a full RCR member.
3. The registered **Boat** owner is covered for breakdown assistance, all other users will be charged £40 per breakdown attendance.
4. **Your** membership covers the cost of the callout and an engineer's attendance for two hours, additional time can be allocated based on availability of RCR engineers.
5. For outboard repairs **We** offer a Pick up and Drop off Service; If the attending engineer can not resolve **Your** issue, and the outboard requires a specialist **We** will remove **Your** outboard, take to a specialist and once repaired (at **Your** cost) return and refit the outboard. Mileage charge applies.
6. **We** do not repair any domestic appliances or electrics or plumbing associated with the domestic systems on **Your Vessel**.



7. When a contractor attends on behalf of RCR and the **Fault** is diagnosed as terminal or requires 'extensive work', **You** membership will cover the callout charge and first hour of labour. A private agreement between **You** and the contractor will then take over.
8. There is no minimum call out time – however, **We** aim to assist within 4 hours.
9. Recovery is not provided under **You** membership and will be chargeable if required, and is dependent on the availability of RCR staff.
10. **We** are not obliged to answer call outs if the **Vessel** is on a tidal river unless **You** are safely moored and accessible.*
11. **We** can refuse to supply services if – in **Our** reasonable opinion – the **Vessel** is in such a condition or position that the health and safety of **Our** staff or sub-contractors is endangered.
12. **You** must take all reasonable steps to prevent a breakdown and **Your Vessel** must not be sailed in a dangerous condition or until all recommended repairs have been carried out.
13. **You** must keep **Your Vessel** properly maintained and serviced.

General Exclusions

You (and not **Us**) will be responsible for the cost of:- Recovery of the **Vessel** by road.

1. Recovering the **Vessel** and crew, if the **Vessel** could have been repaired within a reasonable period of time at or near to the place of the breakdown.
2. Any parts, components or materials used to repair the **Vessel**.
3. The attendance cost of a locksmith
4. Cost of a diver, crane or slipway hire.
5. Cost of towing or repairs for severe damage to the rudder/skeg from hitting underwater obstacles.
6. Clearing Fouled propellers - where access cannot be gained
7. Repairs to Bow thrusters.
8. Repairs due to taking on water or hull breach.
9. Callouts which are classified as being 'domestic issues'.

***We** do provide cover on the tidal Trent



Complaints Procedure; Sections 1 - 8 Only

Making a complaint

If at any time **you** have a complaint about the services provided to **you** by Towergate Insurance then **you** should contact:

The Managing Director
Towergate Insurance
Ellenborough House
Wellington Street
Cheltenham
GL50 1XZ
Tel: 0344 346 0427
Email: Customer.Care@towergate.co.uk

Our aim is to get it right, first time, every time. If **we** make a mistake **we** will try to put it right promptly.

If **we** can't resolve **your** complaint immediately **we** will write to **you** within 3 days. **We** will let **you** know the name and contact details of the person or specialised team dealing with your complaint and when you can expect a response.

If **we** have not resolved the situation within 8 weeks **we** will issue **you** with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution service.

If at any time **you** have a complaint about the services provided by the **insurer** of this **policy**, then **you** should contact, as appropriate:

Navigators and General
PO Box 3707
Swindon
SN4 4AX
Tel: 01273 863450

Navigators and General is a trading name of Zurich Insurance PLC

The Complaints Department
Lloyd's of London
1 Lime Street
London
EC3M 7HA
Tel: 020 7327 5693
Fax: 020 7327 5225



The Chief Executive
Inter Partner Assistance
C/O Arc Legal Assistance Limited
The Gatehouse, Lodge Park
Lodge Lane
Colchester, CO4 5NE
Tel: 0344 770 9000
Email: enquiries@arclegal.co.uk

You have the right to refer your complaint to the Financial Ombudsman, free of charge – but you must do so within six months of the date of the final response letter.

If **you** do not refer **your** complaint in time, the Ombudsman will not have **our** permission to consider **your** complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Website: www.financial-ombudsman.org.uk
Telephone: **0800 0234567** or **0300 1239123**
Email: complaint.info@financial-ombudsman.org.uk

Using **our** complaints procedure or contacting the Financial Ombudsman Service does not affect **your** legal rights.

Financial Services Compensation Scheme

Towergate Insurance and the insurers of this policy are covered by the Financial Services Compensation Scheme (FSCS). If **we** are unable to meet **our** obligations, **you** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim. Further information is available from the FSCS at: www.fscs.org.uk

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If **you** choose to submit **your** complaint this way it will be forwarded to the Financial Ombudsman Service.

Visit ec.europa.eu/odr to access the Online Dispute Resolution Service. Please quote **our** e-mail address: Customer.Care@towergate.co.uk

Alternatively, **you** can contact the Financial Ombudsman Service directly.





Towergate Insurance

Ellenborough House, Wellington Street, Cheltenham, GL50 1XZ

Tel: **01242 531172** E-mail: **marinecs@towergate.co.uk**

www.towergateinsurance.co.uk

Towergate Insurance is a trading name of Towergate Underwriting Group Ltd.
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Authorised and regulated by the Financial Conduct Authority.

