







BASIC BOAT LIABILITY

More and more water authorities are making it a legal requirement that you, as a boat owner, MUST have third party liability cover to the value of at least £1.000.000.

It's a trend that will continue as other authorities come on board

WHAT INFORMATION DOFS THIS LEAFLET CONTAIN

This information pack includes all you need to know about us, the product we offer and how we will deal with you once you are a client.

Also included is an Application form which we will need completed if you want to buy our Insurance Policy.

All the information given in this pack is important to you and you should read it carefully so that you understand fully what is being provided, by whom, and on what terms.

Included in the leaflet is our Terms of Business Agreement which sets out the basis of our relationship with you. This document also includes certain information that our regulator, The Financial Conduct Authority, requires us to give you, and that you should be aware of before you apply to us. Please read it carefully.

Pages 2 and 3 - This gives you a brief summary of the Policy and it's major Terms and Conditions, together with some regulatory material required by law.

Pages 4 to 9 - This is your Policy that will apply if you take out insurance with us.

Pages 12 to 14 - This section is the Terms and Conditions of Business Agreement which govern your dealings with Basic Boat Liability. If you propose to buy this Policy from another Regulated firm rather than directly from us, their Terms of Business will apply as your insurance is being handled by that firm.

Page 15 - This page tells you how to apply and has an Application form attached which you will need to complete and send to us before we can arrange cover for you.

If you decide to take out our Policy you will receive a Certificate of Insurance that will provide the evidence of cover that you may need to show to any water regulator.

SUMMARY OF COVER IMPORTANT YOU SHOULD READ THIS

This leaflet provides a summary of the significant features, benefits and limitations of the cover provided by the Royal & Sun Alliance Insurance plc Basic Boat Liability Insurance policy. The full terms, conditions and exclusions are shown in the policy

• Who is providing your insurance?

This insurance is underwritten by Royal & Sun Alliance Insurance plc

• What kind of Policy is it?

The insurance provides cover for a Third Party's claims against you in connection with your ownership and use of the boat and arising from your negligence.

Main features and benefits

- £5.0 million limit of Indemnity
- Wreck removal costs up to £ 50,000 (if you are legally liable for these costs)
- Defence and Claimants costs covered (£5 million limit of indemnity)
- No limit on the age of the boat provided it is in sound condition and maintained in a sound condition throughout the period of this insurance
- Optional racing cover (for certain events under sail only check with us)
- Cover whilst afloat and while stored ashore (£5 million limit of indemnity)

Main exclusions and limitations

- No cover is provided for claims between co-owners
- No cover is provided if you are towing any person, boat or toy on water
- No cover for incidents caused by wilful act or reckless conduct
- No cover for incidents caused by or arising from the ownership of a personal watercraft (jetskis or similar ride on craft)
- Swinging moorings to be professionally laid and maintained
- Premium paid is an annual and minimum premium. No refund will be paid on mid-term cancellation (unless under cancellation rights)
- No cover under this policy if another policy exists covering the same risk.



Duration of the Policy

The policy normally runs for 12 months.

Claims

These should be notified in the first instance to Basic Boat Liability Company who arranged your insurance, you can contact them at 17 Hatherley Road, Sidcup, Kent DA 14 4BP. Tel 03333 219 430 Fax: 03333 219 431

Should you wish to, you may contact us at Royal & Sun Alliance Insurance plc, Marine Claims, Leadenhall Court, I Leadenhall Street, London EC3V IPP. Tel: 020 73375901.

Complaints

In the unlikely event that your concerns have not been resolved, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive. Their contact details are as follows:

Post:

RSA Customer Relations Team P O Box 2075 Livingston EH54 0EP

Email: crt.halifax@uk.rsagroup.com

Our promise to you

We will:

- Acknowledge all complaints promptly
- · Investigate quickly and thoroughly
- · Keep you informed of progress
- · Do everything possible to resolve your complaint
- Use the information from your complaint to proactively improve our service in the future.

Once we have reviewed your complaint we will issue our final decision in writing within 8 weeks of the date we received your complaint.



If you are still not happy

If you are still unhappy after our review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints. They can be contacted at:

Financial Ombudsman Service South Quay Plaza, 183 Marsh wall, London, E14 9SR Tel: 0845 0801800

E-mail: complaint.info@financial-ombudsman.org.uk Web: www.financial-ombudsman.org.uk

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

Financial Services Compensation Scheme (FSCS)

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the ESCS.

• Your cancellation rights

If you decide that you do not want to accept the policy (or any subsequent renewal of the policy by us), please return it to Basic Boat Liability Company together with the Certificate of Insurance using the contact details provided on the covering letter within 14 days of receiving it (or for renewals, within 14 days of your policy renewal date). We will only charge you on a pro rata basis for the time we have been on cover subject to a minimum premium of £35 (including insurance premium tax).

The balance of the premium will be returned to you.

If you cancel your policy later than 14 days from receiving it we will not refund any premium to you. Please note that no cancellation refund will be allowed if a Total Loss claim settlement has been paid or is in negotiation.

This insurance may be cancelled by the Company at any time subject to 30 days notice to the Assured or by mutual agreement, when a pro rata daily return of premium shall be made calculated on the annual premium charged, subject to a minimum premium of £35 (including insurance premium tax) or subject to the minimum retention referred to in the schedule.

BASIC BOAT LIABILITY INSURANCE

Policy Document

Introduction

This introduction and the Policy Definitions Exclusions Conditions and Extensions together with the **Certificate** and any Endorsement(s) shall be read as one document. Any word or expression given a specific meaning in this introduction and the Policy Definitions Exclusions Conditions and Extensions or the **Certificate** and any Endorsement(s) shall have the same meaning throughout the policy.

In consideration of the payment of the **Premium** the **Company** will provide indemnity within the terms Exclusions and Conditions of this Policy against the events specified herein occurring during the **Period of Insurance**.

For and on behalf of ROYAL & SUN ALLIANCE INSURANCE PLC



Steve Lewis
Chief Executive, UK & Western Europe
Royal & Sun Alliance Insurance plc

Definitions

(applicable to the whole Policy wherever these words appear in bold print and starting with a capital letter)

- 1) Bodily Injury shall include
 - a) death or illnesses
 - b) mental injury mental anguish or shock but not defamation.
- Certificate shall mean the Certificate to this Policy issued to the Insured Person in the agreed form by Basic Boat Liability Company.
- 3) Company shall mean Royal & Sun Alliance Insurance plc
- 4) Compensation shall mean all sums, which the Insured Person shall be legally liable to pay as compensation other than punitive exemplary or aggravated damages or any additional damages, and all costs and expenses recoverable by the claimant in

- connection with any claim to which the indemnity expressed by this policy applies.
- Geographical Limits shall mean whilst on land and detached from any motor vehicle and/or cruising within the cruising limits stated as applicable for the category of craft shown on the Certificate.
- 6) Insured Craft shall mean watercraft (other than Personal Watercraft) owned by the Insured Person and described under the category of watercraft for which insurance is provided hereunder as stated in the Certificate including her hull machinery boat(s) and other equipment such as would normally be sold with the Insured Craft if she changed hands.
- 7) Insured Person shall mean the person or persons named as the Insured Person in the Certificate and shall include any other joint owners or co owners details of which have been provided to the Company on the Proposal or otherwise agreed in writing.
- 8) Limit of Indemnity shall mean the amount stated as the Limit of Indemnity in the Certificate.
- 9) Period of Insurance shall mean the period stated as the Period of Insurance in the Certificate which shall be any period not exceeding 12 months or any subsequent period for which the Company agrees to the renewal of this Policy and to accept payment of Premium.
- Personal Watercraft shall mean any jet ski, jet bike and similar ride-on powered craft.
- 11) Pollution or Contamination shall mean
 - a) all Pollution or Contamination of buildings or structures or of water or land or the atmosphere and
 - all Damage or Bodily Injury directly or indirectly caused by or arising from such pollution or contamination
- 12) **Premium** shall mean the amount stated as the **Premium** in the **Certificate**.
- 13) Property shall mean material property.

14) Proposal shall mean any information provided by the Insured Person in connection with this insurance and any declaration made in connection therewith.

The Cover

In the event of accidental

- Bodily Injury to any person
- 2) Damage to Property occurring within the Geographical Limits and caused by or arising from the ownership or use of the Insured Craft by the Insured Person the Company will indemnify the Insured Person in respect of Compensation arising out of a single event.

Limit of Liability

The liability of the Company for Compensation shall not exceed the Limit of Indemnity in respect of any one occurrence or series of occurrences arising out of a single event.

Unless otherwise stated herein or endorsed hereon any other costs and expenses in respect of which an indemnity is provided by this Policy will be payable in addition to the Limit of Indemnity.

Exclusions

The Company shall not provide indemnity against liability

- 1) in respect of **Bodily Injury** of workmen or any other person employed in any capacity whatsoever by the **Insured Person** or by persons to whom the protection of this policy is afforded by reason of the provisions thereof in, on or about or in connection with the Insured Craft or any work or repair
- 2) caused or arising while the Insured Craft is being towed or
- 3) in respect of Damage to Property in or on the Insured Craft for conveyance or belonging to or in the custody or under the control of the Insured Person. Provided that this Exclusion shall not apply in respect of

Damage to the Property of any passenger on the Insured Craft not being a member of the Insured Person's family permanently residing with the

- **Insured Person** for any amount of up to £500 any one passenger for each and every occurrence of loss or Damage.
- 4) which one joint owner or co-owner of the **Insured** Craft or any person with a beneficial interest in the Insured Craft incurs to the other(s).
- 5) caused by or arising from any person diving or preparing to dive from the Insured Craft where such activity involves the use of breathing apparatus.
- 6) caused by or arising from use of the Insured Craft other than for private pleasure purposes.
- 7) caused or arising while the **Insured Craft** is used for hire reward or charter or to carry fee paying passengers.
- 8) caused by or arising from any **Insured Craft** while participating in racing or speed trials or any trials in connection therewith.
- 9) caused or arising while any person is being towed or is preparing to be towed by the Insured Craft in connection with water skiing, aquaplaning, hang glide skiing, paragliding, ski-kiting, airchair flying or similar pursuits or after the person has been towed until safely on board the Insured Craft.
- 10) caused by or arising from
 - a) the use of any vessel with a maximum designed speed exceeding 17knots\mph unless the **Insured Person** or other competent person(s) shall be on board and in control when under way.
 - b) Fire or explosion on board any vessel with a maximum designed speed exceeding 17knots\mph if it is fitted with inboard machinery unless equipped with either an automatic or remote controlled fire extinguishing system with discharge heads in the engine compartment which is properly installed and maintained in efficient working order.
- 11) arising from Pollution or Contamination unless caused by a sudden unidentifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of insurance.

Provided

- all Pollution or Contamination which arises out of such incident shall be deemed to have occurred at the time such incident takes place.
- the liability of the Company for all Compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the Limit of Indemnity.

12) caused by or arising from

- a) war invasion act of foreign enemy hostilities (whether war be declared or not) military or usurped power or any hostile act by or against a belligerent power
- b) civil war rebellion revolution or insurrection or civil strife arising therefrom
- piracy capture seizure arrest restraint or detainment and the consequences thereof or any attempt thereat.
- of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel
 - the radioactive toxic explosive or hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 14) caused by or arising from any wilful act or reckless conduct of the **Insured Person** or any other person to whom an indemnity is provided hereunder, including, but not limited to conduct when under the influence of alcohol or drugs.
- 15) caused by or arising from the ownership or use of a Personal Watercraft by the Insured Person.
- 16) caused by or arising from any failure of a swinging mooring unless such mooring is professionally laid and maintained.
- 17) where the Insured Craft is not in sound condition and the claim directly relates to the condition of the Insured Craft.

Extensions

These extensions are subject otherwise to the terms Exclusions and Conditions of this Policy.

I) Defence Costs and Expenses

The **Company** will be responsible for all expenses properly incurred by the **Insured Person** in connection with Official Inquiries, Coroners' Inquests and also law costs incurred with the consent in writing of the **Company** in settling or defending any claim, which may be the subject of indemnity under this Policy.

Indemnity to Other Persons in charge with the permission of the Insured

The cover given under this policy extends to any person (other than a person operating or employed by the operator of a shipyard, repair yard, repair or maintenance facility, slipway, marina, yacht club, sales agency or similar organisation) authorised by the Insured Person to take charge of the Insured Craft and who whilst so in charge shall in consequence of any occurrence for which the Insured Person is covered hereunder this policy become liable to pay any Compensation to any person or persons.

- a) any persons specified above shall as though they were the **Insured Person** be subject to the terms Exclusions and Conditions of this Policy insofar as they can apply
- nothing in this Extension shall increase the liability of the Company to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified
- the Company shall not provide indemnity against liability which any persons specified above shall incur to the Insured Person

3) Wreck Removal

The **Company** will provide indemnity against any third party claim not otherwise insured under this Policy for which the **Insured Person** shall by reason of interest in the **Insured Craft** become legally liable to pay in respect of the cost of any attempted or actual raising removal or destruction of the wreck of

Provided that

- a) the liability of the Company under this Extension shall not exceed £50,000 in respect of any one occurrence or series of occurrences arising out of a single event.
- the Company shall not provide indemnity against liquidated damages or penalties arising under a contract.
- in the event of a claim arising under this extension the **Insured Person** shall as soon as is reasonably practicable give notice thereof to the relevant authority responsible for the waters where the wreck is situated

4) Costs of Court Attendance

In the event of the **Insured Person** or any other person to whom an indemnity is provided hereunder attending court as a witness at the request of the **Company** in connection with a claim in respect of which indemnity is provided hereunder the **Company** will reimburse such person at the rate of £ 100 per day for each day on which attendance is required.

Provided that the liability of the **Company** shall not exceed \pounds 1,000 in respect of any one claim.

5) Racing

Where the **Insured Person** has selected cover for racing and this is evidenced on the **Certificate** the **Company** will provide indemnity only if the race is under sail and such racing is limited to local club or cruising association events and rallies.

Conditions

- This Policy shall be avoided if the risk is materially increased unless agreed by the Company in writing.
- The Insured Person shall take care to maintain the Insured Craft in sound condition. In the event the Insured Craft is not maintained in sound condition

- it may mean that a claim is not recoverable (see Exclusion 17)
- The first and any subsequent Premium paid under this Policy is a minimum Premium and in the event of cancellation of insurance hereunder by the Insured Person there shall be no refund of Premium.

This insurance may be cancelled by the **Company** at any time subject to 30 days notice to the assured or by mutual agreement, when a pro rate return of **premium** shall be made calculated on the annual **premium** charged, subject to a minimum **premium of** £35 (including insurance premium tax) or subject to the minimum retention referred to in the schedule.

- 4) If the Insured Craft be sold or transferred to new ownership or if there is a change in the controlling interest(s) where the Insured Craft is owned by a company or other organisation then unless the Company agrees in writing to continue the insurance hereunder this Policy shall become cancelled from the time of such sale transfer or change with no refund of premium.
- 5) The Insured Person or their legal personal representatives shall give notice in writing to the Company as soon as possible after any event which may give rise to liability under this Policy with full particulars of such event. Every claim notice letter or writ or process or other document served on the Insured Person shall be forwarded to the Company immediately on receipt. Notice in writing shall also be given immediately to the Company by the Insured Person of any impending prosecution in connection with any such event.
- 6) No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured Person without the written consent of the Company. The Company shall be entitled if it so desires to take over and conduct in the name of the Insured Person the defence or settlement of any claim or to prosecute in he name of the Insured Person for its own benefit any claim for indemnity or damages or otherwise. The Company shall have full discretion in the conduct of any proceedings and in the settlement of any claim against the Insured Person and the Insured Person shall give all such information and assistance as the Company may require.

- 7) If at the time of any event to which this Policy applies there is or but for the existence of this Policy there would be any other insurance covering the same liability the **Company** shall not be liable under this Policy except in respect of any excess beyond the amount which would be payable under such other insurance had this Policy not been effected.
- 8) The Company may at any time at its sole discretion pay to the Insured Person the Limit of Indemnity (less any sum or sums already paid in respect or in lieu of Compensation) or any lesser sum for which the claim or claims against Insured Person can be settled and the Company shall not be under any further liability in respect of such claims or claims except for other costs and expenses for which the Company may be responsible incurred prior to such payment.
- 9) Your policy is governed by the law that applies to where you reside within the United Kingdom. If there is any disagreement about which law applies, English law will apply. Unless agreed otherwise, we will communicate to you in English.
- 10) The due observance and fulfilment of the Terms and Conditions of this Policy insofar as they relate to anything to be done or complied with by the Insured Person and the truth of the statements and answers in the Proposal and declaration shall be conditions precedent to any liability of the Company to make any payment under this Policy.

Conditions relating to accidents and claims

- (I) when you contact us about a claim, you will need to tell us:
 - your name and address and your home and mobile telephone numbers
 - personal details necessary to confirm your identity if requested
 - · Certificate number
 - the place where the loss or damage occurred
 - · what caused the loss or damage
 - · police details where applicable
 - details of other parties involved or responsible for the incident including details of injuries
 - details of any witnesses telephone numbers and/or addresses

- (2) Notice shall be given to the Company, or Basic Boat Liability Company, as soon as reasonably possible in the event of any occurrence which may give rise to a claim under this insurance, our claims department telephone number is 020 73375901.
 - Any theft or malicious damage shall, where appropriate, also be reported promptly to the police.
- (3) The Assured shall give full information to the Company as to the circumstances of the accident and of all claims made, with names and addresses of claimants and all witnesses of the accident, as soon as possible after occurrence of the accident or receipt of claim or notice of claim.
- (4) The Assured also undertakes to send to the Company as soon as possible, all claims, letters, summonses, writs, etc., relating to any accident addressed to the Assured or to the Assured's servants by the authorities or by Third Parties.
- (5) No liability of any sort shall be admitted nor any offer, promise or payment made by the Assured or claimants nor legal expenses incurred without the written consent of the Company who shall be entitled, if it so desires, to take over and conduct in the name of the Assured the defence of any action.
- (6) The Assured shall render to the Company all possible aid in obtaining information and evidence should the Company desire to take proceedings at its own expense and for its own benefit in the name of the Assured to recover compensation or to secure an indemnity from any Third Party in respect of anything covered by this insurance.

Facts Omitted and Misrepresented

This Policy or any subsequent renewal may be deemed invalid if the insured or anyone acting on the Insured's behalf has obtained cover through the omission or inaccuracy of any response provided in the Proposal Form. In the event that Insurers avoid the Policy a refund of premium may not be made.

Complaints Procedure

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

If you have any cause for complaint you should, in the first instance contact either Basic Boat Liability Company who effected this insurance, or Royal & Sun Alliance Insurance plc, at the following address.

Please quote the details of your policy (e.g. surname, initials and certificate number).

RSA Customer Relations Team P O Box 2075 Livingston FH54 0FP

Email: crt.halifax@uk.rsagroup.com

What to do if you are still not satisfied

If you are still not satisfied Royal & Sun Alliance Insurance plc is regulated by the Financial Conduct Authority whose arbitration service is the Financial Ombudsman Service and you may be able to refer your complaint to them.

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, F14 9SR

Tel: 0845 0801800

E-mail: complaint.info@financial-ombudsman.org.uk web: www.financial-ombudsman.org.uk

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

Financial Services Compensation Scheme (FSCS)

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

Cancellation Rights

If you decide that you do not want to accept the policy (or any subsequent renewal of the policy by us), please return it to Basic Boat Liability Company together with the Certificate of Insurance using the contact details provided on the covering letter within 14 days of receiving it (or for renewals, within 14 days of your policy renewal date). We will only charge you on a pro rata basis for the time we have been on cover subject to a minimum premium of £35 (including insurance premium tax). The balance of the premium will be returned to you. If you cancel your policy later than 14 days from receiving it we will not refund any premium to you.

BASIC BOAT LIABILITY INSURANCE

Proposal Form

Facts Omitted and Misrepresented

This Policy or any subsequent renewal may be deemed invalid if the insured or anyone acting on the Insured's behalf has obtained cover through the omission or inaccuracy of any response provided in the Proposal Form. In the event that Insurers avoid the Policy a refund of premium may not be made.

Governing Law

Your policy is governed by the law that applies to where you reside within the United Kingdom. If there is any disagreement about which law applies, English law will apply. Unless agreed otherwise, we will communicate to you in English.

Cancellation Rights

If you decide that you do not want to accept the policy (or any subsequent renewal of the policy by us), please return it to Basic Boat Liability Company together with the Certificate of Insurance using the contact details provided on the covering letter within 14 days of receiving it (or for renewals, within 14 days of your policy renewal date). We will only charge you on a pro rata basis for the time we have been on cover subject to a minimum premium of £35 (including insurance premium tax). The balance of the premium will be returned to you. If you cancel your policy later than 14 days from receiving it we will not refund any premium to you.

FAIR PROCESSING NOTICE

How we use your Information

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

Who we are

This product is underwritten by Royal & Sun Alliance Insurance plc.

You are giving your information to Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the Group). In this information statement, 'we' 'us' and 'our' refers to the Group unless otherwise stated.

How your information will be used and who we share it with

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties. We may use and share your information with other members of the Group to help us and them:

- Assess financial and insurance risks:
- Recover debt:
- Prevent and detect crime:
- Develop our services, systems and relationships with you;
- Understand our customers' requirements:
- Develop and test products and services

We do not disclose your information to anyone outside the Group except:

- Where we have your permission; or
- Where we are required or permitted to do so by law: or
- To credit reference and fraud prevention agencies and other companies that provide a service to us, our partners or you; or

Where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone we pass it to, provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such as change we shall write to you. If you do not object, you will consent to that change.

We will not keep your information for longer than is necessary.

Sensitive Information

Some of the information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

How to contact us

On payment of a small fee, you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to: Data Protection Liaison Officer, RSA Customer Relations Team, P O Box 2075, Livingston EH54 0EP

This is the terms and conditions of business agreement, from the issuing agent, Basic Boat Liability Company

Basic Boat Liability Company and you

This document is important and sets out the basis upon which we will carry on our business with you. We are committed to providing a high standard of professional service that meets both industry standards and the requirements of the Financial Conduct Authority.

The Financial Conduct Authority (FCA)

The FCA requires us to give you certain information when you become a customer of ours. This document gives some of that information. In addition, other correspondence from us will provide further information that the FCA prescribes in their rules that you need to review, in order to ensure that you are fully aware of how we will deal with you, what services we will provide, and what sort of Policy you have bought. Also contained in this Agreement are our own Terms and Conditions that apply and will govern our relationship.

Basic Boat Liability Company and our service to you

Basic Boat Liability Company is a trading division and part of the Howe Maxted Group Ltd which has it's Head Office at 17 Hatherley Road, Sidcup, Kent DA14 4BP. Howe Maxted Group Ltd is authorised and regulated by the Financial Conduct Authority (FCA) Our Financial Services Register number is 131690 and you can check that we are authorised and regulated by visiting the FCA website at www.fca.org.uk/register or by contacting the FCA on 0800 111 6768. In arranging insurance for our customers, we act as an Independent Intermediary. No insurance undertaking owns any part of us or has any voting rights within the firm, nor do we have any interest in any insurer that exceeds 10% of their capital or voting rights.

Our service only includes dealing with our specially designed product that is underwritten by Royal & Sun Alliance Insurance plc. We can arrange cover for you through the scheme and help you with any ongoing changes you have to make. We can also assist you in notifying claims to your Insurer. We do not provide advice or recommendations for any other insurance provider or policy. If you require such advice you should contact an insurance intermediary who is able to advise on a wider range of policies and insurers.

We do not guarantee, despite making enquiries, the future ability of the Insurer to meet policyholder obligations and therefore the final decision on the suitability of the insurer rests with you.

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

To avoid any misunderstandings, please give us your instructions in writing (by letter, email or facsimile).

We will ask you to complete a proposal form. As your insurance broker, we are happy to provide you with advice on completing the form, but we cannot complete it on your behalf. Please pay particular attention to your duties of disclosure (see below).

Disclosure

It is your responsibility to provide complete and accurate information to insurers when you take out your insurance policy and when you renew your insurance.

It is important that you make sure that all statements you make on the proposal form, claim form, and other documents, are full and accurate but please note that under the Rehabilitation of Offenders Act 1974, you are not required to disclose convictions regarded as 'Spent'.

Failure to respond accurately and completely to the questions that we have asked may invalidate your insurance or result in certain covers not operating fully.

You are advised to keep copies of any correspondence you send to us or direct to your insurer.

Confidentiality and data protection

All personal and sensitive information about our customers is treated as private and confidential.

We will use and disclose the information we have about customers in the normal course of arranging and administering their insurance, and will not disclose any information to any other parties without your written consent unless the circumstances are as set out within this document. Unless we are notified of any changes, we shall assume the personal and sensitive data we hold about our customers is correct, and will use it to provide quotations when policies fall due for renewal.

In the interests of security and to improve our service, telephone calls you make to us may be monitored and/or recorded

Under the Data Protection Act 1998, individuals have a right to see personal information about them that we hold in our records. A charge may be made for this service. If you wish to exercise this right, or have any other related gueries, you should write to us at the above address.

Access to records by a regulator or complaints resolution body

We may have to allow access to your records by a regulator or a complaints resolution body, or their appointees or representatives, who have been appointed to undertake monitoring or investigatory activities.

By accepting these Term and Conditions you agree to us releasing information in these circumstances.

Use for marketing purposes

We may use information held about you, to provide you with information about other products and services which we, or other selected companies offer, and which we feel may be appropriate to you, by email, telephone, post or other means.

You may exercise your right to give notice to stop data being processed for marketing purposes by contacting us at any time. Please contact us on the above telephone number or write to us at the above address.

Claims

It is important that we are notified immediately of any claims, or circumstances, which could give rise to a claim. When you notify us, you must include all material facts concerning the claim. Your policy describes in detail the procedures and conditions in connection with making a claim and you must comply with any conditions imposed by your insurer.

When we receive notification of an incident that might give rise to a claim under your policy, we will inform the insurer without delay, or direct you to any insurer's claims reporting facility, as appropriate.

We have no authority to agree or settle claims on behalf of your Insurer but we will use our best endeavours to ensure that any claim you submit is dealt with sympathetically and promptly and that your claim is handled with due care, skill and diligence.

Complaints

It is our intention to provide you with a high level of customer service at all times. If at any time you are unhappy with our services to you, you should write to the Managing Director at Howe Maxted Group, 17 Hatherley Road, Sidcup Kent DA14 4BP or telephone 020 8309 1717 stating that you wish to make a complaint. We are committed to dealing with any complaint swiftly and fairly and have procedures in place to accomplish this. A full copy of these procedures is available on request.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

The Ombudsman is not empowered to review all complaints, so we will tell you, as part of our complaints procedure, whether his service will be available to you and give you details of how to use this service if it is appropriate.

The Financial Services Compensation Scheme (FSCS)

Howe Maxted Group Ltd are covered by the FSCS and you may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim You can get more information about compensation arrangements from the FSCS.

Premium payment terms

We will notify you of premiums due to insurers either within our proposal form or by letter. Premiums are due either with your application for new clients or before renewal date for renewals. So that we can settle your premium to your Insurer promptly, we ask that you pay the premiums due within these terms.

You are responsible for paying promptly, all premiums, duties, fees etc., to enable us to make the necessary payments to your Insurer in respect of your Policy. For the avoidance of doubt, we have no obligation to fund any premiums, duties, fees etc. on your behalf, and have no responsibility for any loss that you may suffer as a result of your insurers cancelling the policy, or taking any other prejudicial steps as a result of a late payment of such premiums, duties, fees etc. if such delay is substantially attributable to you.

You should note that any premium is a minimum premium and no refund will be made if the policy is cancelled by you during the insurance year other than in accordance with statutory cancellation provisions which are shown in the Policy.

Costs, Fees and Commissions

When we arrange your insurance we receive commissions from the Insurer underwriting the insurance. We may make a charge if you require us to send you replacement documents at any time during your insurance year other than when you first apply for cover or at renewal. This fee will be £15.00 for each occasion that you ask us for replacement documents.

Client Money (Non Statutory Trust Account and Risk Transfer arrangements)

FCA rules require that all Client money received from clients is segregated from our own money so as to provide safety for the client in the event that we cannot meet our obligations as this money cannot be treated by any creditor of the firm as being our money.

With your Insurer we have entered into formal written agreements where that Insurer treats money paid to us by clients as having been paid to them directly. In these circumstances, even if we were to default in paying that money to the Insurer, your position is protected as the Insurer treats your premium as having been paid to them once you have made your payment to us. Under these arrangements we are acting as Agent for the Insurer when collecting premiums. These arrangements apply to premium payments made by you to us and return premiums due to you. Any money subject to this kind of agreement will still be held in a separate account so as provide further protection until paid to the Insurer.

Your compliance with policy terms and conditions

You should read through all policy terms and conditions shown on your policy documentation. Please ensure you understand them and are able to follow their requirements exactly. If you cannot, please advise us immediately, as a breach of any terms or conditions may enable your Insurer to terminate your policy from the date of that breach, and/or repudiate a claim under your policy.

Governing Law

This Agreement shall be governed by the laws of England and Wales and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the English Courts.

BASIC BOAT LIABILITY INSURANCE

Application

To arrange cover, simply complete the application below. However, if the craft is jointly owned then one owner only must be nominated to receive correspondence. It is this nominated owner who must complete the application. Details of other owners can be recorded in the space at the back of the form marked "Additional Information". The Application below is signed on behalf of all owners.

I. Mr Mrs Miss Ms Other	
2. Surname	
z. Junane	
3. First name(s)	
4. Address	
Post code	
5. Tel No. home	
Tel No. work	
Email	
Email	
6. Date of birth	
7. Cover requested from for 12 months (minimum) (cannot be earlier than the date of receipt in our office)	

No cover will be in force until your application is accepted in this office and your premium paid.

About your craft

8. Please tick the category of cover you require. A definition of each category is shown opposite. Changes to category after Policy issue will incur a £15.00 charge.

Category	Tick cover	Standard market premium	RYA/IWA members premium	*If you are paying RYA/IWA Members Premiums you must
I		£71.95	£64.76*	enter your personal RYA/IWA
2		£82.38	£74.14*	Membership No. here ₩
3		£92.81	£83.53*	

Additional Cover

9. If you require cover for racing (under sail only) please tick box.

This cover is ONLY available if Craft Category 3 has been selected. Racing cover will only apply to local club, cruising association events and rallies and cannot be extended to other events. Please ring if you need guidance. All prices are inclusive of Insurance Premium Tax where applicable.

HOW TO PAY

Please tick your chosen method of payment
Cheque (made payable to Basic Boat Liability Co) Mastercard Visa
Maestro/Solo – enter Issue Number or Valid from
Card Number (if Maestro, enter the full 18 digit number on the centre of the card)
Valid from Expiry date Name on card
Security code (last 3 digits on the back of your card)
Signature of Cardholder

Craft categories - Max length 60ft - Narrowboats 75ft

Category Craft Description

- Craft up to 17 knots based and used solely on UK non tidal waters including interconnecting tidal stretches for direct access to inland navigation systems, inland lakes and reservoirs.
- Craft over 17 knots based solely on UK non tidal waters including interconnecting tidal stretches for direct access to inland navigation systems, including lakes and reservoirs.

OK

Craft up to 17 knots based and used solely on UK inland

- or coastal waters up to 12 nautical miles from the UK coast.
- Any craft over 17 knots based and used on UK inland or coastal waters up to 12 nautical miles from the UK coast. OR

Any craft to be used on inland and coastal waters of the UK and Eire, and inland waters of EU member countries. Extended under Category 3 only to any craft navigating within the limits of 54° North and 46° North and not beyond 10° West.

Coastal waters of the UK and Eire being up to 12 nautical miles of the coast (including the extent of the Irish Sea and North Channel)

HOW TO ARRANGE COVER

- Complete the application form and sign
- Decide on how you wish to pay
- Return the form and your payment to Basic Boat Liability Company, 17 Hatherley Road, Sidcup, Kent DA14 4BP.

WHAT TO PAY

Standard Premiums		Or	RYA/IWA M	embers Premiums	
Category I	£71.95		Category I	£64.76	IMPORTANT You must fill
Category 2	£82.38		Category 2	£74.14	in your Membership No. in
Category 3	£92.81		Category 3	£83.53	the space provided overleaf.
	Category 1 Category 2	Category 1 £71.95 Category 2 £82.38	Category 1 £71.95 Category 2 £82.38	Category I £71.95 Category I Category 2 £82.38 Category 2	Category I £71.95 Category I £64.76 Category 2 £82.38 Category 2 £74.14

Racing cover (under sail only) is only available in Category 3. Please ensure all questions are answered.

This part of the form must be completed. (Tick the boxes) Use it to check that this insurance meets your needs.

					Yes	
Ar	e you a private	e individual who owns a boat?				
Do	you live in th	e United Kingdom, Isle of Man or Channel Islands?				
		urance that covers claims against you for damage or injury of your negligence in owning or using your boat?	to other p	eople or their property		
	•	and that a liability policy such as this does NOT provide co of your own boat?	ver for any	damage to, or other		
bo: neg	at owner who	ve ticked the "Yes" box for ALL the questions then your by wants to ensure that you have protection against claims g out of your ownership or use of your boat, but you down boat.	s made by	other people against you for	•	
		swer "Yes" to all questions then you should consider tak your own needs to other products available.	ing advice	from another firm that will	be	
for ma pro ou	e Application of cover under y be available posed policy r policy may r	gh we may have asked certain questions about you or you form, these questions relate purely to our assessment of the scheme we arrange. This firm is not providing either, or a personal recommendation to buy this, or any other is entirely suitable for you. Answers to the questions ab meet your needs.	whether y , advice up , policy. It	you and your craft are accep oon the full range of policies is for you to decide whether	table that this	
		_	hohalf of a	Il current owners that:		
	declare as current sole owner or, if the craft is jointly owned with me, on behalf of all current owners that:) the craft is only to be used for private pleasure purposes and is owned by myself and any others noted overleaf.					
	the craft and its equipment are in and will be maintained in sound condition, in the knowledge that if not kept in sound condition cover under this policy may be prejudiced.					
c)		t 5 years I and any other co-owner have not had any claim f any incidents which may lead to a claim for the cover pro	_	,		
d)	I) I and any other co-owner have not been refused insurance or had special terms or conditions imposed for the cover proposed for this insurance.					
e)) that the craft is designed, equipped and suitable for use in the cruising area selected.					
f)		f my knowledge the statements and particulars contained i details of any alteration to this information as soon as poss				
g)	,	er co-owner have not been convicted of arson or of any c fraud, robbery, theft or handling stolen goods.	offence invo	olving dishonesty of any kind s	such	
Yo	ur Signature		Date [

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b) Unless you have advised us otherwise we may share personal data that you provide within the RSA Group of companies and with other companies that we establish commercial links with so we and they may contact you (by mail, e-mail, telephone or other appropriate means) in order to tell you about carefully selected products, services or offers that we believe will be of interest to you. If you do not wish us to do this please advise us

a) disclosed to and/or recorded by other persons for the purposes of our business and

accordingly by ticking the following box.

Basic Boat Liability
(a trading division of Howe Maxted Group Ltd.)
17 Hatherley Road, Sidcup, Kent DA14 4BP. Tel: 0843 2081188
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
www.basic-boat.com

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PFS01010G January 2016