

BOAT INSURANCE

Freedom Third Party Policy Wording



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Thank you for choosing Navigators & General

At Navigators & General, we are specialists in providing the right protection for our customers and are there when the unexpected happens. You can be confident that in choosing this policy you will have the cover you need.

This policy document gives you the details of your cover and should be read along with your statement of fact, schedule and any special terms or conditions as one single contract. Please keep this in a safe place as this will assist you if you need to contact us.

If you need to make a claim, there is a dedicated Claims Team to help you. In the event of an incident, please contact them as soon as reasonably practicable, on **01273 863 450** so you can be advised on what to do next and answer any specific questions or concerns you may have. Lines are open between 9am and 5pm Monday to Friday. Please refer to 'How to make a Claim' on Page 30 for alternative contact details and information.

If you have any questions about your policy or would like to discuss any insurance needs, please feel free to contact us by email at **enquiries@navandgen.co.uk** or call us on **01242 531172** between 9am to 5pm Monday to Friday.

We look forward to taking care of you and your vessel.

Navigators & General
Ellenborough House
Wellington Street
Cheltenham
GL50 1XZ

Information relevant to Your whole Policy

Your policy provides cover for the parts and the period of insurance shown in your statement of insurance.

This policy is an agreement between you (the person/persons shown in the statement of fact and/or schedule as the policyholder) and the various parties providing the cover under the individual parts of this policy but is only valid if you pay the premiums.

You must read this policy carefully together with your statement of fact, schedule and any special terms or conditions as one single contract. Please read all documents to make sure the cover provided meets your needs. If this is not the case, please contact us as soon as reasonably practicable on the contact details provided.

Please note that your cover relates only to the parts which are shown on the schedule as being included. You should keep a record (including copies of letters) of all information supplied to us in connection with this insurance.

Unless you and we agree otherwise, this policy is governed by the law that applies in the part of the United Kingdom where you normally live and those courts of the parts of the United Kingdom will have exclusive jurisdiction. Otherwise, the law of England and Wales applies. 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 future renewal of the policy by us) tell us of your decision, in writing or by phone on **01242 531172** within 14 days of receiving the policy documents (or for renewal, within 14 days of your policy renewal date).

You will receive a full refund of any premium you have paid provided you have not made and are not intending to make a claim under Parts A – B of the policy.

If you have purchased additional optional cover under Parts A – B, this will be shown on your policy schedule. Please see Condition 4 (under 'Conditions' – Cancellation rights) for full details of all cancellation conditions and charges.

To exercise your right to cancel your policy, please contact Navigators & General in writing or by telephone:

Post: Navigators & General, Ellenborough House, Wellington Street, Cheltenham GL50 1XZ

Email **enquiries@navandgen.co.uk**

Tel: **01242 531172** between 9am – 5pm Monday to Friday

For information on your cancellation rights within the 14 day period; outside of the 14 day period or our right to cancel the policy, please refer to Condition 4 on Page 36 of this policy.

The conditions and exclusions that apply to all parts of your policy are shown on Pages 33 – 38. Please, make sure that you read these as well as the cover shown in each part.

Automatic renewal

If you pay the premium using a credit agreement, you consent to the automatic renewal of your policy at its expiry for a further 12 months' period of cover. We will have the right (which we may not use) to renew the policy each year and continue to collect premiums using the details you provided us with when you took out the policy. We may vary the terms of the policy (including the premium) at renewal and you will be notified before your renewal date. If you decide that you do not want us to renew the policy, as long as you tell us before the next renewal date, we will not renew it.

List of Insurers

Your policy has been arranged by Navigators & General.

Navigators & General is a trading name of Geo Underwriting Services Limited. Authorised and regulated by the Financial Conduct Authority, FCA Register Number 308400. Registered Office: 2 Minster Court, Mincing Lane, London EC3R 7PD. Registered in England 4070987.

Underwritten by Tokio Marine HCC

HCC International Insurance Company plc ('HCCII'), trading as Tokio Marine HCC. HCCII is registered in England and Wales (Company Reg No: 01575839) with registered office at The St Botolph Building, 138 Houndsditch, London EC3A 7BT. HCCII is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Firm Registration Number 202655).

Navigators & General Data Protection statement can be found here:

www.geounderwriting.com/fair-processing-notice

In respect of Section B only – Marine & Home Legal Protection only is provided by:

Arc Legal Assistance Ltd which is underwritten by AmTrust Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA, Registered Number: 1229676.

AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. This can be checked on the Financial Services Register by visiting the website **www.fca.org.uk/register** or by contacting the Financial Conduct Authority on **0800 111 6768**.

How to use Your Policy

This is your new policy containing details of the cover you have bought. We have made every effort to make the policy details as clear as possible. Please read your policy carefully and if you have any queries we will be pleased to help you.

We aim to provide a high level of service and to pay claims fairly and quickly within the terms set out in the policy. If, however, there is any dispute which cannot be resolved, you are entitled to appeal to the Financial Ombudsman Service for an independent assessment, see Page 32 for details.

What to look out for

The policy is divided into a number of parts and includes some key words, expressions or phrases that have the same meaning whenever they appear in the policy. These are shown in **Bold** and capitalised throughout the policy. These are referred to as **Definitions**. Please refer for:

General including Part A	Page 13
Part B	Pages 17 – 19

What cover is included?

The policy is divided into a number of parts; each part tells you what we will or will not pay for. To find which parts are in force you should check your schedule which is enclosed with the policy.

Your schedule also tells you how much the limits of liability you are insured for.

Policy Limitations

This **Policy** has a number of conditions and exclusions that apply to all parts of **Your Policy**, and are shown on Pages 33 – 38. Additional conditions and exclusions applying to the specific parts are detailed where they apply. Please, make sure that you read these as well as the cover shown in each part.

Contacting Us – Quick Reference

We are here to help whenever **You** need **Us**. If **You** have any questions about **Your Policy**, **You** should contact Navigators & General by telephone **01242 531172** between 9am and 5pm Monday to Friday. Alternatively, **You** can send an email to **enquiries@navandgen.co.uk** or contact **Us** in writing at Navigators & General, Ellenborough House, Wellington Street, Cheltenham GL50 1XZ.

How to make a complaint

Full details of the Complaints Procedure can be found on Pages 31 – 32. **We** hope that **You** are fully satisfied with **Our** service but if for any reason **You** are not, please contact **Us** on **01242 531172**.

How to make a Claim

Firstly, check **Your Policy Schedule** to make sure **You** have the appropriate cover. To report an incident or claim, please use the following contact details:

Step 1	Step 2	Step 3
To report a claim please call: 01273 863 450 or email claims@navandgen.co.uk Please refer to Page 3 for full details.	We will require: Your name, address and contact information. Along with details of the incident that has occurred. Please refer to Page 30 for full details.	We will then provide You with a claim reference and keep in regular contact until the situation is resolved.

Optional Covers

The following Optional Covers will only apply to **Your Policy** if **You** have specifically selected or requested them. Please refer to **Your Schedule** to confirm the cover **You** have in place. Where **You** have cover, please see the claims contact details below:

Optional Covers	Contact Details
Part B – Marine & Home Legal Protection	0344 770 9000 and quote 'Navigators & General'

Important Information

Data Protection Statement

This Data Protection Notice explains what personal information is collected and how this is used. In accepting this insurance it will be understood that **You** have read and accepted the terms of this Data Protection Notice.

All phone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

Navigators is a trading name of Geo and will process **Your** details in accordance with the Data Protection Act 2018 and/or other applicable legislation in force. **You** are entitled to know what personal data is held on **You** and to make what is referred to as a "Data Subject Access Request" ('DSAR'). **You** are also entitled to request that **Your** personal data be corrected in order that Geo hold accurate records. In certain circumstances, **You** have other data protection rights such as that of requesting deletion, objecting to processing, restricting processing and in some cases requesting portability.

Further information on **Your** rights is included in **Our** Privacy Policy. If **You** wish to make a "Data Subject Access Request" ('DSAR') to access, correct, update or request deletion of **Your** personal data, Geo will ask **You** to provide a copy of any two of the following documents: Driver's licence, Passport, Birth certificate, Bank statement (from the last 3 months) or utility bill (from the last 3 months).

Geo will respond to all requests from individuals wishing to exercise their data protection rights in accordance with applicable data protection laws. If **You** would like to exercise **Your** data protection rights or have any questions, please email advisorydataprotection@ardonagh.com or in writing to:

The Ardonagh Advisory Data Protection Officer, Suite P, The Octagon, Colchester, CO1 1TG

You can also complain to the ICO if **You** are unhappy with how **We** have used **Your** data.

Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF

Helpline: **0303 123 1113**

ICO website: ico.org.uk

To review the data policy of HCC International Insurance Company plc go to: tmhcc.com/en/legal/privacy-policy or email DPO@tmhcc.com

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 relate to the Information Commissioner's Office guidance.

Who are We?

Geo Underwriting Services Ltd (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 advisorydataprotection@ardonagh.com or in writing to The Ardonagh Advisory Data Protection Officer, Suite P, The Octagon, Colchester, CO1 1TG. 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 ardonagh.com/about-us/business-portfolio

What information do We collect?

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) which **We** need to offer and provide the service or product or deal with a claim.

We may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing **You** with the product, service or for processing 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 explicit consent to process this information as the processing 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** the product or service requested.

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.

We make outbound phone calls for a variety of reasons relating to many of **Our** products or services (for example, to update **You** on the progress of a claim). **We** are fully committed to the regulations set out by Ofcom and follow strict processes to ensure **We** comply with them.

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 **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.

The data **We** collect about **You** may be transferred to, and stored at, a destination outside of the United Kingdom ("UK"). It may also be processed by staff operating outside of the UK 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, 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

There are a number of rights that **You** have under data protection law. Commonly exercised rights are:

- Access – **You** may reasonably request a copy of the information **We** hold about **You**.
- Erasure – Where **We** have no legitimate reason to continue to hold **Your** information, **You** have the right to have **Your** data deleted (sometimes known as the right to be forgotten).
- **You** have the right to change or withdraw **Your** consent and to request details of any personal data that **We** hold about **You**.
- **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.
- Marketing – If **You** wish to inform **Us** of changes in consent for marketing please contact **Us** at the address and telephone number indicated in any recent correspondence or emails **You** received from **Us**.

If **You** are unhappy about the way **We** have handled **Your** data or upheld **Your** rights, **You** can complain to the Information Commissioner's Office (ICO) at any time.

Further details of **Your** rights can be obtained by visiting the ICO website at ico.org.uk/your-data-matters

Sanctions

We shall not be deemed to provide cover and **We** shall not 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 **Us**, **Our** parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

Definitions which apply to the Policy

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

Houseboat

A boat that is permanently located or moored at a single location and used as a permanent/main place of residence and/or is connected to onshore mains gas or mains electricity.

Insurers/We/Us/Our

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

Period of Insurance

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

Policy

The combination of all the parts **You** have chosen to purchase.

Premium

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

Schedule

The document giving details of the **Period of Insurance**, **Your** cover, the **Premium** and the **Policy** number.

Seaworthy

The **Vessel** is suitably maintained and crewed with all equipment in proper working order; to enable the **Vessel** to operate safely on the sea, rivers, lakes or any other navigable waterways which the **Vessel** is designed to be used on.

Third Party

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

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.

Vessel

The hull, superstructure, rig, fittings, machinery, gear and electronic equipment that would normally be sold with the **Vessel**.

You/Your/The Policyholder

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

Part A – Liabilities to Third Parties and Passengers

We will pay for

All sums that **You** legally must pay as a result of owning the **Vessel**, for:

- The death of or injury to any other person or any other person insured by this **Policy**;
- Damage to any other property;
- Raising or attempted raising, removing or destroying the wreck of the **Vessel** or if **You** fail to remove or destroy it; or
- Pollution caused by the **Vessel** because of loss or damage that **Your Insurers** insure.

This insurance will also insure anyone else who is navigating or in charge of the **Vessel** with **Your** permission.

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

We will not pay for claims for

Death, injury or illness of anyone **You** employ in connection with the operation of the **Vessel**.

Death, injury or illness of an employee of anyone using the **Vessel**.

Fare-paying passengers.

Water skiers or anything similar operating with the **Vessel**, until they are safely back on board the **Vessel** unless this optional cover is shown on **Your Schedule**.

Parascenders or participants in any other activity which takes place in the air, operating with the **Vessel**, until they are safely back on board the **Vessel**.

Divers, swimmers or being engaged in any similar sport or activity operating from the **Vessel**, until they are safely back on board the **Vessel**.

Accidents while the **Vessel** is in transit by rail, air, ferry or sea.

Liability of any sort which comes under the Employers Liability Acts or any other law relating to workmen.

Any punitive or exemplary damages.

Any marine trade workers.

Liabilities whilst racing.

Additional Clauses

2. You are not covered if Your Vessel:

- was built before 1960
- has a maximum design speed in excess of 50 knots
- is in excess of 60 foot in length or for narrowboats 75 foot
- is of ferro cement construction
- is a jet ski or personal watercraft
- is a static **Houseboat**
- has been converted or is of amateur construction
- is being used for hire or charter
- is being used for anything except **Your** own private pleasure

3. Cruising Limits

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

- 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 nautical 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.

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.

4. Water Skiers' and Towing of Toys Liability

Your Insurers insure liability to and caused by anyone being towed on water skis, mono-skis, kneeboards or similar equipment, behind the **Vessel**. The most **Your Insurers** will pay is the amount shown in **Your Schedule** under the water skiers/towing of toys liability limit.

The cover provided excludes any liability, costs or expenses arising from more than two people being towed at any one time and/or the use of air chairs, air beds, any hydrofoil type devices, bananas or similar multi person devices.

Part B – 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.

You should telephone **0344 770 9000** and quote '**Navigators & General**' for assistance.

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 '**Navigators & General**' for assistance.

Policy Wording – Terms of Cover

This cover is managed and provided by Arc Legal Assistance Limited. The insurance parts of this section are underwritten by the Insurer and **We** act on their behalf.

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, **Advisers' Costs** payable by **Us** are limited to no more than (a) **Our Standard Advisers' Costs**, or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs regime, whichever is the lower amount.

The insurance covers **Advisers' Costs** as detailed under the separate sections of cover, up to the **Maximum Amount Payable**, and the **Annual Limit of Indemnity**, 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**.

To benefit from any section of this **Policy**, **You** must reside within the **United Kingdom**, Channel Islands and Isle of Man.

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 a 51% or greater 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 a 51% or greater 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.

Suspension of Cover

If **You** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The **Insurer** will have no liability to **You** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

Definitions (applicable to this Part B only)

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

Adviser

Our panel solicitors or their agents appointed by **Us** to act for **You**, 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**.

Annual Limit of Indemnity

The maximum amount payable under this insurance during any one **Period of Insurance**. The **Annual Limit of Indemnity** is:

Cover A, B, C, D & E: No **Annual Limit of Indemnity**

Cover F: £1,500

Cover G: £200

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.

Data Protection Legislation

The relevant **Data Protection Legislation** in force within the **Territorial Limits** where this cover applies at the time of the **Insured Event**.

Disclosure Breach

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

Emergency Expenses

Standard class travelling costs incurred by **You**.

Excess

The amount that **You** must pay towards the costs of any claim as stated below:

Covers A, B, C, D, E & H: £1,000 unless **You** agree to appoint **Our** panel solicitor to act for **You** in which case it will be Nil.

Identity Fraud

A person or group of persons knowingly using a means of identification belonging to **You** or **Your 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 purpose of the **Maximum Amount Payable**, only one **Insured Event** will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.

Insurer

AmTrust Specialty 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, D & E: £100,000

Cover C & H: £25,000

Cover F: £1,500

Cover G: £200

Period of Insurance

The **Period of Insurance** declared to and accepted by **Us**, which runs concurrently with the period of the underlying insurance policy to which this legal expenses insurance attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.

Standard Advisers' Costs

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

Territorial Limits

Covers A, B & F: The cruising limits shown in the hull policy to which this cover attaches.

Cover H: The **United Kingdom**.

Cover D: The cruising limits shown in the hull policy to which this cover attaches but within the **United Kingdom** and member states of the European Union.

All other Covers: The **United Kingdom** and 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 Limited.

You/Your/Yourself

Cover A, B & F: The owner of the **Vessel** and any authorised skipper, crew or guests.

Covers C, E, G & H: 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

- **Advisers' Costs** incurred in claims by **You** 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 selling goods or services for **Your** use in connection with the **Vessel** including the purchase of the **Vessel** if purchased brand new.
- The **Insured Event** must have commenced after the start of the **Period of Insurance** or the start of the first period of continuous legal costs insurance held by **You**.

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 51% or greater prospect of reducing any penalty that may be awarded against **You**.

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** 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** to defend **Your** legal rights and/or take reasonable steps to remove County Court Judgements against **You** that have been obtained by an organisation from which **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**.
- For disputes arising from any commercial activity or venture for gain in connection with the **Vessel** including chartering.
- A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.

Cover D – Prosecution Defence

Claims

- For **Advisers' Costs** to defend a **Legal Action** arising from allegations of dishonesty, violence, or committing deliberate, reckless or intentional acts, or whilst being in control of the **Vessel** whilst under the influence of alcohol or drugs (whether prescribed or otherwise).
- 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 – Emergency Expenses

- **Emergency Expenses** that **You** have paid to return to the **United Kingdom** (UK), Channel Islands (CI) or the Isle of Man (IoM) in the event that the **Vessel** is damaged in an accident following a collision, impact, fire or flooding rendering it unseaworthy: whilst the **Vessel** is outside of the UK, CI or IoM.
- **Emergency Expenses** that **You** have paid to travel from the UK, CI or IoM to return to the **Vessel** whilst it is outside of the UK, CI or IoM following repairs within four months of the date of the original accident which caused the **Vessel** to become unseaworthy.

Claim G – 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.

What is not insured

Cover F – Emergency Expenses

Claims

- For **Emergency Expenses** unless **You** have claimed under the hull policy to which this cover attaches for the repairs to the **Vessel** and that claim has been accepted.

Claim G – Breakdown Costs

Claims

- For any **Breakdown Costs** incurred by **You** in repairing the mechanical breakdown yourself.
- Any **Breakdown Costs** arising from mechanical breakdown of the **Vessel** caused by the use of fuel containing FAME (fatty acid methyl ester).
- **Breakdown Costs** following a mechanical breakdown where the **Vessel** was being used for any commercial activity or venture for gain including chartering.

The following cover is only applicable if You have selected the Liveboard option and it is shown as insured on Your Schedule of insurance.

What is insured

Cover H – 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.

What is not insured

Cover H – 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.

What is insured

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.
- 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.

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.

What is not insured

Claims

- Arising from medical or clinical treatment, advice, assistance or care.
- For stress, psychological or emotional injury.
- For 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**.

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.

What is insured

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

- 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) The **Insured Event** began to start or had started before the **Period of insurance**;
- b) **You** should have realised when buying this insurance that a claim under this insurance might be made;
- c) An estimate of the **Advisers' Costs** is more than the amount in dispute;
- d) **You** fail to give full information to **Us** or to the **Adviser**;
- e) Something **You** do or fail to do prejudices **Your** position or the position of the **Insurer** in connection with the **Legal Action**;
- f) **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) Libel, slander or verbal injury;
- b) A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled;
- c) A dispute between persons insured under this **Policy**;
- d) An application for a judicial review;
- e) A novel point of law.

3. There is no cover:

- a) For **Advisers' Costs** or any other costs incurred in avoidable; correspondence or which are recoverable from a court, tribunal or other party or which are not reasonable or necessary;
- b) For the amount of **Advisers' Costs** in excess of **Our Standard Advisers' Costs** where **You** have decided to use an **Adviser** of **Your** own choice;
- c) Where **You** have other legal costs insurance cover or are entitled to public funding;
- d) 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**;
- e) For appeals without **Our** prior written consent;
- f) Prior to the issue of court proceedings, for the costs of any legal representative other than those of the **Adviser** unless expressly agreed by **Us**. Such agreement is entirely at **Our** discretion;
- g) For any costs which **You** incur and wish to recover which **You** cannot substantiate with documentary evidence.

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. Claims

- a) **You** must notify claims as soon as 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.
- b) **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**.
- c) **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 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 a 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.
- d) The **Adviser** will:
 - i) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgement obtained.
 - ii) Keep **Us** fully advised of all developments and provide such information as **We** may require.
 - iii) Keep **Us** regularly advised of **Advisers' Costs** incurred.
 - iv) 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.
 - v) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
 - vi) Attempt recovery of costs from third parties.
- e) In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.
- f) The **Insurer** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- g) **You** shall supply all information requested by the **Adviser** and **Us**.
- h) **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**.

2. 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 51% or greater 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 judgement.
- c) Being able to achieve an outcome which best serves **Your** interests.

3. Proportionality

We will only pay **Advisers' Costs** that are proportionate to the amount of damages that **You** are claiming in the **Legal Action Advisers' Costs** in excess of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.

4. 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.

5. 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.

6. 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.

7. 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

8. Cancellation

You may cancel this insurance at any time by writing to **Your** insurance adviser providing 14 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.

We may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the **Schedule**, or 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:

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

9. English Law and Language

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

10. 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 claims.arclegal.co.uk. 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.

Privacy and Data Protection Notice

(For the purpose of this Privacy and Data Protection Notice only, '**We**' means Arc Legal Assistance and the **Insurer**)

Data Protection

We will keep **Your** personal information safe and private. There are laws that protect **Your** privacy and **We** follow them carefully. Under the laws, **We** are the company responsible for handling **Your** information (Data Controller). Here is a simple explanation of how **We** use **Your** personal information. For more information visit AmTrust's website at amtrustinternational.com/dpn or Arc's website at www.arclegal.co.uk

What we do with your personal information

We might need to use the information **We** have about **You** for different reasons.

For example, **We** might need it:

- to run through **Our** computerised system to decide if **We** can offer **You** this insurance.
- to help **You** if **You** have any queries or want to make a claim.
- to provide **You** with information, products or services if **You** ask **Us** to.
- for research or statistics.

We will need it:

- to provide this insurance.
- to contact **You** to ask if **You** want to renew it.
- to protect both **You** and **Us** against fraud and money laundering.
- to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/sensitive and important such as information about **Your** health or any criminal convictions **You** might have. **We** might need this kind of information to decide if **We** can offer **You** this insurance or to help **You** with a claim. **We** will only use this information for these specific reasons and in line with regulatory conditions.

We might need to share **Your** information with other companies or people who provide a service to **Us**, or to **You** on **Our** behalf. They include companies that are part of **Our** group, people **We** work with, insurance brokers, **Our** agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else **We** might need to share it with by law. **We** will only share **Your** information with them if **We** need to and if it is allowed by law.

Sometimes **We** might need to send **Your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). **We** currently send it to the USA and Israel. **We** make sure that **Your** information is always kept safely and treated in line with the law and this notice.

You can tell **Us** if **You** do not want **Us** to use **Your** information for marketing. **You** can also ask **Us** to provide **You** with the information **We** have about **You** and, if there are any mistakes or updates, **You** can ask **Us** to correct them. **You** can also ask **Us** to delete **Your** information (although there are some things **We** cannot delete). **You** can also ask **Us** to give **Your** information to someone else involved in **Your** insurance. If **You** think **We** did something wrong with **Your** information, **You** can complain to the local data protection authority.

We will not keep **Your** information longer than **We** need to. **We** will usually keep it for 10 years after **Your** insurance ends unless **We** have to keep it longer for other business or regulatory reasons.

If **You** have any questions about how **We** use **Your** information, **You** can contact **Our** Data Protection Officer.

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: **0800 023 4567**

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 **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 FCA's register by visiting the website **fca.org.uk/register** or by contacting the FCA on **0800 111 6768**.

This **Policy** is underwritten by AmTrust Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA, Registered Number: 1229676.

AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. This can be checked on the Financial Services Register by visiting the website **www.fca.org.uk/register** or by contacting the Financial Conduct Authority on **0800 111 6768**.

How to make a Claim

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

Navigators & General – Brighton
C/O Apogee
6-8 Bonhill Street
London
EC2A 4BX

Tel: **01273 863 450**
Email: **claims@navandgen.co.uk**

Your Insurers will not pay **Your** claim if **You** fail to do this:

- **You** must send all claims, letters, summonses or legal documents to Navigators & General as soon as possible. **You** must not reply to any of these documents;
- **You** must send the completed claim form back to Navigators & General 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;
- **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;
- **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 **0344 770 9000** and quote 'Navigators & General'.

Our Complaints Procedure

Details of the complaints procedures are shown below.

We will do everything possible to ensure that **You** receive excellent service at all times and are there when **You** need **Us**. **We** hope that **You** do not have cause to complain, however if at any time **You** are dissatisfied with the sale and administration of **Your Policy** or the service **You** have received from Navigators & General in the handling of **Your Policy** or claim and wish to make a complaint, please contact **Us** on **01242 531172** in the first instance where **We** aim to resolve most issues straightaway.

Alternatively, **You** may wish to write to **Us** at:

Navigators & General
Ellenborough House
Wellington Street
Cheltenham
GL50 1XZ

Email: **complaints@navandgen.co.uk**

Complaints that **Insurers** are required to resolve will be passed to them and **You** will be notified if this happens.

Complaints relating to Part B – Marine & Home Legal Protection Insurance of this Policy

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: **enquires@arclegal.co.uk**

We take all customer complaints seriously and **We** have established the following complaint procedure to resolve **Your** concerns quickly, fairly and by the appropriate department.

Step 1: Within three business days of receiving Your complaint

In the first instance **We** would encourage **You** to contact the department **You** are unhappy with. Members of staff are empowered to support **You** and will aim to resolve **Your** concerns within three business days, following receipt of **Your** complaint. A written summary resolution communication will be provided to **You** if the complaint is resolved to **Your** satisfaction.

Step 2: If Your complaint cannot be resolved within three business days

We will send **You** an acknowledgment letter to explain **Your** complaint has been escalated to the Customer Relations Unit who will appoint a dedicated Complaint Manager to support **You**, keep **You** informed of progress and provide one of the following within 8 weeks:

- A final response letter explaining the outcome of **Our** investigation, the reason for it and the next steps; or
- A holding letter confirming when **We** anticipate **We** will have concluded **Our** investigation.

Step 3: Referring to the Financial Ombudsman Service

After receiving **Our** final response or if **We** have been unable to conclude **Our** investigation within 8 weeks, **You** may be able to refer **Your** complaint to the Financial Ombudsman Service. **We** will provide full details of how to do this in **Our** final response or holding letter. The Financial Ombudsman Service can be contacted as follows:

In writing: Financial Ombudsman Service, Exchange Tower, London E14 9SR
Telephone: **+44 (0)800 023 4567** or **+44 (0)300 123 9 123**
Email: **complaint.info@financial-ombudsman.org.uk**
Online: **www.financial-ombudsman.org.uk**

Please note that the Financial Ombudsman Service may not be able to consider a complaint if **You** have not provided **Us** with the opportunity to resolve it, or if **You** are:

- A business with more than 10 employees and a group annual turnover of more than €2 million; or
- A trustee of a trust with a net asset value of more than £1 million; or
- A charity with an annual income of more than £1 million.

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** email address: **complaints@navandgen.co.uk**

Alternatively, **You** can contact the Financial Ombudsman Service direct.

Whilst Navigators & General and **Your Insurers** are bound by the decision of the Financial Ombudsman Service, **You**, are not. Using **Our** complaints procedure, or contacting the Financial Ombudsman Service at any stage of **Your** complaint will not affect **Your** legal rights.

Exclusions which apply to the whole of this Policy

The following exclusions listed below, apply to each and every part of the **Policy**. Additional exclusions may apply to Part A of the **Policy**. Please refer to the relevant parts of the **Policy** for full details.

We will not pay for the following:

1. Any liability by or happening through confiscation or detention by customs or other officials or authorities.
2. Any loss or damage which happens as an indirect result of an event for which **You** are insured.
3. Any accident or incident that happens outside the **Period of Insurance** that is covered by the **Policy**.
4. Any claim resulting from:
 - deliberate or criminal acts by **You** or any other person included in the **Policy**
 - any gradual causes including (but not restricted to) deterioration or wear and tear
 - vermin, insects or chewing, scratching, tearing or fouling by pets
 - electrical or mechanical failure or breakdown
 - **Faults** in design, materials or workmanship
 - computer viruses, erasure or corruption of electronic data
 - pollution or contamination which was:
 - the result of a deliberate act
 - expected and not the result of a sudden, unexpected and identifiable incident.

5. Terrorism

You are not insured for any loss, damage, liability, cost or expenses of whatsoever nature directly or indirectly caused or caused by or happening through or in connection with any act of terrorism.

For the purpose of this exclusion 'terrorism' means the use of biological, chemical and/or nuclear, chemical and/or nuclear force or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisations(s) or governments(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public in fear. However, losses caused by or resulting from riot, riot attending a strike, civil commotion and malicious damage are not excluded hereunder.

6. War risks

You are not insured for any loss, damage or liability caused by or happening through war, invasion, acts of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

7. Riots and civil commotion

You are not insured for any loss, damage or liability caused by or happening through riot or civil commotion outside the **United Kingdom**, the Isle of Man or the Channel Islands.

8. Cruising range

Any accident or incident that happens outside the cruising range shown in the **Policy Schedule**.

9. Other losses

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

10. Cyber attack

10.1 Subject only to clause **10.2** below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to, by, or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.

10.2 Where this **Policy** covers risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, clause **10.1** shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software program or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

11. Coronavirus exclusion

Any claim in any way caused by or resulting from:

- i) Coronavirus disease (COVID-19);
- ii) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- iii) any mutation or variation of SARS-CoV-2;
- iv) any fear or threat of i), ii) or iii) above.

Conditions which apply to the whole of this Policy

The following conditions listed below, apply to each and every part of the **Policy**. Additional conditions may apply to Parts A – B of the **Policy**. Please refer to the relevant parts of the **Policy** for details.

1. Your duty of care

In arranging **Your** insurance **Your Insurers** will ask a number of questions which **You** are required to answer. **You** must take reasonable care to answer all the questions honestly, to the best of **Your** knowledge and provide full answers and relevant details. If **You** do not answer the questions correctly, **Your Policy** may be cancelled, or **Your** claim rejected or not fully paid.

- 1.1 If any of the information provided by **You** changes after **You** purchase **Your Policy** and during the period of **Your Policy** please provide **Us** with details.

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.
- A change to the craft's original specification or any modifications.
- Any change affecting ownership of the **Vessel**.
- **You** change **Your** address.
- **You** change the **Vessel**.
- Any change in the way that the **Vessel** is used.

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

When Navigators & General are notified of a change, **We** will tell **You** or **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 Navigators & General, or **Your** insurance adviser, when **You** renew this **Policy**.

If the information provided by **You** is not complete and accurate:

- i) **Your Insurers** may cancel **Your Policy** and refuse to pay any claim; or
- ii) **Your Insurers** may not pay any claim in full; or
- iii) **Your Insurers** may revise the **Premium** or the extent of the cover may be affected.

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

- 1.2.1 anyone claiming under **Your Policy** has met all the relevant conditions;
- 1.2.2 **You** have taken all reasonable steps to maintain and keep the **Vessel** and all its equipment in a proper state of repair and **Seaworthy** condition;
- 1.2.3 **You** have taken all reasonable steps to protect **Your** insured property from loss or damage;
- 1.2.4 in the event of a claim under **Your Policy** **You** have taken all reasonable and necessary actions to minimise and prevent further loss or damage.

2. New ownership

If **You** sell the **Vessel** or transfer it to new ownership, **Your Insurers** will cancel **Your Policy** from the date of the sale or transfer.

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

3. Fraudulent claims

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

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

3.1.1 Make a claim under the **Policy** knowing the claim to be false or fraudulently exaggerated in any respect; or

3.1.2 make a statement in support of a claim knowing the statement to be false in any respect; or

3.1.3 submit a document in support of a claim knowing the document to be forged or false in any respect; or

3.1.4 make a claim in any respect of any loss or damage caused by **Your** wilful act or with **Your** connivance.

3.2 Then:

3.2.1 **Your Insurers** shall not pay the claim;

3.2.2 **Your Insurers** shall not pay any other claim which has been made under the **Policy**;

3.2.3 **Your Insurers** may at their option declare the **Policy** void;

3.2.4 **Your Insurers** shall be entitled to recover from **You** the amount of any claim already paid under the **Policy** since the last renewal date;

3.2.5 **Your Insurers** shall not make any return of **Premium**; and

3.2.6 **Your Insurers** may inform the police of the circumstances.

4. Cancellation

Statutory cancellation rights

4.1 **You** may cancel this **Policy** within 14 days of receipt of the **Policy** documents (new business) or the renewal date (the cancellation period) by contacting **Us** by phone or in writing using the details set out in the **Policy**. **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.

Cancellation outside the statutory period

4.2 **You** may cancel this **Policy** at any time by telling **Us** either in writing or by telephone using the contact details set out in the **Policy**. If the **Vessel** has been sold **We** will charge **You** on a pro rata basis (including Insurance Premium Tax), plus any cancellation fee that **We** may apply for the time **We** have provided cover for **You**. The balance of the **Premium** will be returned to **You**.

There will be no refund for the following:

- Any optional additional products that **You** have chosen to include with the **Policy** (Part B – Marine & Home Legal Protection Insurance).
- Where **You** are cancelling the **Policy** for any other reason apart from the **Vessel** being sold.
- Following a claim.

4.3 Your Insurers' right to cancel Your Policy

Non-payment of **Premium** by **You**:

- 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, **Your Insurers** 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 **Your** duty of care;
- 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**.

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 You** have paid for these additional services and benefits will also be refunded less a pro rata charge for the time **You** have been on cover.

5. Seaworthy Condition

The **Vessel** must be maintained and kept in a **Seaworthy** condition and all mandatory safety requirements and manufacturer's recommended practices as stated in the Owner's Manual, shall be complied with. If the **Vessel** is not then **Your Policy** may be cancelled, or **Your** claim rejected or not paid in full.

6. Engine Cut Out Device

You must use correctly and maintain in an efficient working order any engine cut out device fitted to the **Vessel** at all times whilst the **Vessel** is underway.

7. Fire Extinguisher (Fire Extinguishing Systems)

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

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.

9. Governing Law

Unless **You** and **We** agree otherwise, this **Policy** is governed by the law that applies in the part of the **United Kingdom** where **You** normally live and those courts of the parts of the **United Kingdom** will have exclusive jurisdiction. Otherwise, the law of England and Wales applies. Unless agreed otherwise, **We** will communicate to **You** in English.

10. Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Navigators & General

Ellenborough House, Wellington Street, Cheltenham,
Gloucestershire GL50 1XZ

navandgen.co.uk

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TPO PW V10 RT GEO014710.25

