



PREMIER MARINE INSURANCE



PREMIER
MARINE
INSURANCE

LATITUDE OPTIONS

Introduction		5
Your “Latitude Options” Policy for Pleasurecraft		6
Levels of Cover		7
List of Insurers		8
How to make a claim		9
Definitions		10-13
Section 1: Bronze Cover	Third Party Only Cover	14-15
Section 2: Silver Cover	Bronze Cover plus fire, lightning, explosion, theft, malicious damage or vandalism, weather event & freezing of machinery	16-19
Section 3: Gold Cover	Silver Cover plus loss or damage caused by accidental means	20-21
Section 4: Personal Accident		22
Section 5: Platinum Cover	Gold Cover plus personal accident & enhanced cover	23
Section 6: General Exclusions		24-25
Section 7: General Conditions		26-28
Section 8: Endorsements		29-32
Section 9: Legal Costs Insurance		33-42
Complaints Procedure		43-44

INTRODUCTION

Dear Policyholder

Premier Marine Insurance would like to take this opportunity to welcome **You** as a customer. **Premier Marine Insurance** is an exclusive insurance scheme arranged, administered and issued by **Towergate Insurance** on behalf of Premier Marinas Limited.

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

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

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

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

Towergate Insurance Marine

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Towergate Insurance is a trading name of Towergate Underwriting Group Limited. Registered Office: Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN Registered in England No. 4043759 Authorised and Regulated by the Financial Conduct Authority

YOUR “LATITUDE OPTIONS” POLICY

Contract of insurance

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

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

Information we need to know about

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

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

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

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

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

When **Towergate Insurance** are notified of a change, we will tell **Your** insurance adviser how this affects **Your Policy**, for example whether we are able to accept the change and if so, whether the change will result in revised terms and/or **Premium** being applied to **Your Policy**.

You should keep a written record, (including copies of letters), of any information **You** give to **Towergate Insurance**, or **Your** insurance adviser, when **You** renew this **Policy**.

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

Fair Processing Notice

All personal information supplied by **You** will be treated in confidence by **Towergate Insurance** and **Your Insurers** and will not be disclosed to any third parties except where **Your** consent has been received or where permitted by law. In order to provide **You** with products and services this information will be held in **Towergate Insurance** and **Your Insurers** data systems.

Your Insurers may pass **Your** personal information to other companies for processing on their behalf. Some of these companies may be based outside **Europe** in countries which may not have laws to protect **Your** personal information, but in all cases **Your Insurers** will ensure that it is kept securely and only used for the purposes for which **You** provided it. Details of the companies and countries involved can be provided to **You** on request.

LEVELS OF COVER

Each additional **Level of Cover** automatically includes all the preceding **Levels of Cover**.
Cover Provided – See individual **Policy** sections for full Cover and exclusions.

In **Your Policy** there are four cover options that **You** can choose from:

Level of cover	
Section 1: Bronze cover	Third party only cover.
Section 2: Silver cover	Bronze Cover plus: <ul style="list-style-type: none"> • Fire, Lightning, Explosion, Theft, Malicious Damage; • Weather Event & Freezing of Machinery; • Personal Accident cover optional at an additional Premium.
Section 3: Gold cover	Silver Cover plus: <ul style="list-style-type: none"> • Loss or damage caused by accidental means; • Personal Accident cover optional at an additional Premium; • Double Policy Excess on striking underwater objects if Your Boat is a Speedboat and /or being used in coastal waters.
Section 4 - Personal Accident cover	Personal Accident <ul style="list-style-type: none"> • This can be added to Silver or Gold cover at an additional Premium if required.
Section 5 – Platinum cover	Gold Cover Plus: <ul style="list-style-type: none"> • Personal Accident cover; • Machinery damage extension if Your Boat is: <ul style="list-style-type: none"> • less than 3 years from the date of the completion of build; and • has a maximum design speed of less than 17 knots; • Standard Policy Excess on striking underwater objects in coastal waters; • Marina Benefits; • Protected no claims bonus when Your no claims bonus is 5 years or more; • 2 years no claims bonus step back if Your no claims bonus is less than 5 years.

LIST OF INSURERS

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

List of Insurers

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

Underwriters at Lloyds,

1 Lime Street London EC3M 7HA

Main business: Insurance Underwriters

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

In respect of Section 9 - Legal costs insurance only:

Inter Partner Assistance

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA').

Registered in England. Registered No FC008998

Registered Office: The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR

Main business: Insurance Company

IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK.

Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664. This can be checked 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

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

What You should do	What You should not do:
<p>You must first contact Towergate Insurance for a claim form and instructions. This should be carried out as soon as reasonably practicable after the occurrence. Please contact:</p> <p>The Claims Department Towergate Insurance Ellenborough House, Wellington Street, Cheltenham, GL50 1XZ Telephone number: (+44) 0370 156 6377 Fax number: (+44) 0870 156 6378 Email: Boat@towergate.co.uk Website: www.towergateinsurance.co.uk;</p>	<p>You must not admit responsibility for any incident or pay, or negotiate any claim unless Your Insurers have given You permission.</p>
<p>You must tell the police about any theft, attempted theft, vandalism, malicious damage or loss of Your Insured Property and obtain a crime reference number. Your Insurers will not pay Your claim if You fail to do this;</p>	
<p>You must send all claims, letters, summonses or legal documents to Towergate Insurance as soon as possible You must not reply to any of these documents;</p>	
<p>You must send the completed claim form back to Towergate Insurance as soon as possible, even if You are still awaiting estimates;</p>	
<p>Your Insurers can take over the defence or settlement of any claim;</p>	
<p>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;</p>	
<p>You must supply at Your own expense, all information/documentation which Your Insurers reasonably require to investigate and/or deal with any claim submitted under Your Policy;</p>	
<p>Legal Advice Line Emergency Breakdown Technical Advice Line Travel Concierge & Personal Risk Advice Line 0344 770 1092 and quote "Towergate Insurance"</p>	

DEFINITIONS

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

Word	Meaning
Agreed Value	The Sum Insured shown in Your Schedule which represents the value of Your Boat as declared by You and agreed by both You and Your Insurers .
Ashore	Land, permanently out of the water.
Cruising limits	<p>The geographical area specified in Your Schedule within which Your Insurers have agreed to insure Your Boat.</p> <ul style="list-style-type: none"> • Non-tidal waters of the United Kingdom Inland waters where there are no tides, including broads and fens. You can also travel along inland tidal stretches provided it is only to enter or leave the non-tidal system. • Coastal waters of the United Kingdom Waters around the coast up to a distance of 12 miles offshore. You can travel between two points in the United Kingdom by the most direct route, even though this might take You outside the 12 mile limit. You are not allowed to travel between Great Britain and the Isle of Man, or Northern Ireland, or the Channel Islands. • Continental waters between Brest and Elbe All tidal, coastal and inland waters between Brest and Elbe. You are not allowed to travel: <ul style="list-style-type: none"> • further North than 61 degrees North; • further East than 10 degrees East; • further South than 48 degrees 10 minutes North; and • further West than 12 degrees West. <p>If You are a current berth holder at a Premier Marina, the above limits are amended to:</p> <ul style="list-style-type: none"> • further North than 63 degrees North; • further East than 15 degrees East; • further South than 43 degrees North; • further West than 15 degrees West. • Inland and coastal waters of Europe Inland waters where there are no tides and waters around the coast up to a distance of 5 miles offshore. • Mediterranean / Other Areas As per the Cruising Limits shown in Your Schedule. If Your Insurers agree any other Cruising Limits it will be shown in Your Schedule. You can travel outside Your Cruising Limits if You are forced to by: <ul style="list-style-type: none"> • The weather; • any form of danger; or • an order of a Government or legal authority.
Endorsement	A written record of any alteration Your Insurers agree to make to Your Policy that is shown in Your Schedule .
Engine cut out device	A device specifically designed, sold and marketed to stop the engine(s) automatically if detached or released by the helmsman or another such device approved by Your Insurers .

DEFINITIONS – CONTINUED

Word	Meaning
Europe	Albania, Andorra, Austria, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Eire, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Republic of Macedonia, Malta, Monaco, Montenegro, The Netherlands, Norway, Poland, Portugal (excluding Azores), Romania, San Marino, Serbia, Slovakia, Slovenia, Spain (including coastal waters of Canaries, Madeira, and the Balearics), Sweden, Switzerland, United Kingdom, Vatican City.
Excess	The first amount of each claim You have to pay.
Fault (Faulty)	A failure in or of the design, manufacture or installation of a component part of Your Boat .
Fire extinguisher (Fire extinguishing systems)	A pressurised device or devices specifically designed, sold and marketed to emit a suitable fire extinguishing medium.
First Aid	Action taken by a competent mechanic to flush out and wash off Machinery with water, oil or any other recognised material or treatment to prevent further damage occurring to the Machinery following being immersed or partially immersed in water.
Gradual deterioration	The continuous degradation of Your Boat caused by, wear and tear, rust, rot, oxidation, corrosion, electrolytic or galvanic action, wasting or weathering.
Great Britain	England, Scotland and Wales.
Hitchlock	A device specifically designed, sold and marketed to prevent a trailer being hitched to or unhitched from a towing vehicle. The Hitchlock must cover the bolts securing the tow hitch to the trailer chassis.
Houseboat	A Boat that is permanently located or moored at a single location and used as a permanent place of residence.
Identifiable mark	Name of craft, current postcode or owners name.
In commission	When Your Boat is fitted out and ready for immediate use, including hauling out, launching and lifting by crane.
Insured property	Your Boat together with the outboard motor, dinghy or tender, trailer or trolley, Personal Belongings and Special Equipment shown in Your Schedule .
Insurers	The Insurance Company or Insurance Companies noted in Your Schedule who provide Your insurance cover.
Laid up	When Your Boat is not fitted out and not ready for immediate use and is not used for any purpose other than fitting out or normal overhauling, (including hauling out and lifting by crane), for the period shown in Your Schedule .

DEFINITIONS – CONTINUED

Word	Meaning
Level(s) of cover	The section of cover selected (Bronze, Silver, Gold or Platinum).
Loss of limbs	Loss by physical severance at or above the wrist or ankle or the total and permanent loss of use of an entire hand, arm, leg or foot.
Machinery	Main and auxiliary engines, generators, air conditioning installations, electrical equipment, cables and fittings and any hydraulic equipment, piping and fittings, boilers and shafts.
Market Value	The most likely sale price in a competitive and open market.
Outboard motor lock	A device specifically designed, sold and marketed as a secure method to prevent theft of Your outboard motor, or another security method approved by Your Insurers (a padlock and chain is not sufficient).
Peril	The cause of the loss, damage or accident.
Period of Insurance	The period which You have paid for and which Your Insurers have accepted the Premium for.
Permanent total disablement	Disablement which has lasted for at least 104 consecutive weeks and will in all probability prevent the insured person from engaging in any gainful employment of any and every kind for the remainder of their life.
Personal Belongings	Clothes and other items that are worn or carried about Your person, that are not part of Your Boat or its gear and equipment (but not computer equipment, mobile phones, cash, cash cards, credit cards, cheque cards, currency or bank notes, stamps, travel tickets, travellers cheques, bonds or securities, and / or furs, jewellery and watches).
Personal watercraft	A jetski or similar type of craft.
Policy	This booklet or PDF document version of this booklet and the Schedule, Endorsements , together with any information You provide in Your proposal form or statement of fact make up Your insurance Policy . You should read them together as if they were one document.
Premium	The amount of money that You pay, and Your Insurers accept, for this insurance.
Schedule	The document that makes the Policy personal to You . It sets out: <ul style="list-style-type: none"> i) the Period of Insurance; ii) details of Your Boat; iii) Sums Insured; iv) the Cruising Limits; v) who Your Insurers are; vi) the periods for which Your Boat is allowed to be In commission or should be Laid Up; vii) any Endorsements applying; viii) the Excess; and ix) the statement of price.

DEFINITIONS – CONTINUED

Word	Meaning
Seaworthiness	Fit to encounter the ordinary perils of the sea, rivers, lakes, any other navigable waterways and suitably moored, crewed, equipped, fuelled, provisioned and with all equipment in proper working order. Seaworthiness applies not only to the hull but to all of Your Boat including its parts, gear, equipment and Machinery .
Special equipment	Items of electronic equipment or other items of equipment that You own and want to specify in Your Schedule , that You use on Your Boat .
Speedboat	Any Boat that is designed to travel at more than 17 knots or 20 mph.
Sum(s) Insured	The values shown in Your Schedule for Your Boat and other Insured property .
Third party	A person who makes a claim against anyone insured by this Policy .
Total Loss	Your Boat is a Total Loss when it is totally destroyed or damaged so that it can no longer be used as a Boat . If the cost of repairs is more than the value of Your Boat , Your Insurers will call it a “constructive Total Loss”.
Total loss of sight	Complete and irrecoverable loss of sight.
Towergate Insurance	<p>Towergate Insurance Ellenborough House, Wellington Street, Cheltenham, GL50 1XZ Tel: 0370 156 6377 Fax: 0870 156 6378 Boat@towergate.co.uk www.towergateinsurance.co.uk</p> <p>Towergate Insurance is a trading name of Towergate Underwriting Group Limited. Registered office: Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN. Registered in England No 4043759 Authorised and regulated by the Financial Conduct Authority</p>
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.
Weather Event	An unusually strong force of wind; a heavy and prolonged fall of rain, snow or sleet; freezing conditions resulting in formation of ice on sea, lakes or rivers; flooding of lakes or rivers beyond normal banks or bounds.
Wheel Clamp	A device that is specifically designed, sold and marketed to prevent a wheel being turned or removed.
You, Your, the Policyholder	The person whose name is shown in Your Schedule or any other person who is navigating or in charge of Your Boat with Your permission who Your Insurers provide cover for.
Your Boat	The hull, superstructure, rig, fittings, Machinery , gear and fitted equipment that would normally be sold with the Boat .

SECTION 1: BRONZE COVER LIABILITIES TO THIRD PARTIES AND PASSENGERS

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

1.1 Cover provided and exclusions.

Cover provided – You can claim for:	Exclusions – Your Insurers will not pay claims for:
<ul style="list-style-type: none"> • All sums that You legally have to pay as a result of owning Your Boat for; • the death of or injury to any other person or any other person insured by this Policy, including anyone getting on or off or travelling on Your Boat; • damage to any other property, including other boats, piers, docks, wharves, jetties or pontoons; • raising or attempted raising, removing or destroying the wreck of Your Boat or if You fail to remove or destroy it; • pollution caused by Your Boat as a result of loss or damage that Your Insurers insure. 	<ul style="list-style-type: none"> • death, injury or illness of anyone You employ in connection with the operation of Your Boat; • death, injury or illness of an employee of anyone using Your Boat; • liability of any sort which comes under the employers liability acts or any other law relating to workmen; • fare-paying passengers (unless specifically agreed by Your Insurers); • water skiers or anything similar operating with Your Boat, until they are safely back on board Your Boat (unless Your Insurers have specifically agreed and Endorsement H is shown in Your Schedule); • parascenders or participants in any other activity which takes place in the air operating with Your Boat, until they are safely back on board Your Boat; • divers operating from Your Boat, until they are safely back on board Your Boat; • accidents while Your Boat is in transit by or attached to a mechanically propelled road vehicle or caused by any trailer Your Insurers insure, except when it is deliberately uncoupled from the towing vehicle; • accidents while Your Boat is in transit by rail, air, ferry or sea; • fines or penalties arising under contract; • fines or penalties imposed under any statutory code or common law in respect of any offence committed; • any punitive or exemplary damages
<p>Insure anyone else who is navigating or in charge of Your Boat with Your permission.</p>	<ul style="list-style-type: none"> • shipyard operators or their employees; • repair yard operators or their employees; • slipway operators or their employees; • yacht club operators or their employees; • marina operators or their employees; • delivery skippers or their employees or crew (unless specifically agreed by Your Insurers and shown on Your Schedule); • sales agencies or their employees; • any other similar organisations to those mentioned above.

SECTION 1: BRONZE COVER – CONTINUED

1.2 Additional Clauses

1. 2.1 The amount **Your Insurers** will pay

- 1.2.1.1 The most **Your Insurers** will pay under this section is the amount shown in **Your Schedule** under the t hird party cover limit. This applies to each accident or series of accidents that are caused by the same event.
- 1.2.1.2 As long as **Your Insurers** have agreed in writing, **Your Insurers** will also pay for:
- i) all **Your** legal costs in settling or defending a claim; and
 - ii) solicitor's fees and all expenses relating to official enquiries or coroner's inquests.

SECTION 2: SILVER COVER BRONZE COVER PLUS FIRE, LIGHTNING, EXPLOSION, THEFT, MALICIOUS DAMAGE OR VANDALISM, WEATHER EVENT AND FREEZING OF MACHINERY

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

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

Cover provided – You can claim for:	Exclusions – Your Insurers will not pay claims for:
<p>Loss of or damage to Your Insured Property shown in Your Schedule but only directly caused by one of the following Perils;</p> <ul style="list-style-type: none"> • Fire • Lightning • Explosion • Theft (or attempted theft) • Malicious damage or Vandalism • Weather Event • Freezing of Machinery <p>Including during hauling out, launching, lifting by crane, fitting out, overhauling and in transit by road, rail, air or ferry.</p>	<ul style="list-style-type: none"> • any loss or damage caused by a Peril not listed in the “Cover Provided” section; • loss of value because of age and use; • loss of value of Your Boat after it has been repaired; • loss or damage caused by a Weather Event, unless the loss or damage is directly caused by a sudden and severe event related to a specific time and area and occurring during the Period of Insurance; • freezing of Machinery, unless the Machinery has been maintained in accordance with the manufacturers’ recommendations by a competent mechanic and the Machinery has been protected by the appropriate anti-freeze mixed and inserted in accordance with manufacturers specification; • any damage that is not repaired, in addition to a Total Loss in any Period of Insurance; • loss of or damage to stores, moorings, fishing gear, diving equipment, wet suits, dry suits, tow ropes, water skis, wakeboards, kneeboards or similar equipment; • loss of or damage to sails split by the wind or blown away while hoisted; • masts, spars and fittings, sails and standing or running rigging while You are racing Your Boat; • loss or damage while Your Boat is being transported unless Your Boat is: <ul style="list-style-type: none"> • under 9 metres (30 feet) long; and • carried on a trailer fit for the purpose and towed by a suitable vehicle; or • fitted in a purpose built cradle and carried by a professional haulier; or • secured or fastened to a vehicle roof rack, provided this is a suitable method of transit for Your Boat.

SECTION 2: SILVER COVER – CONTINUED

Cover provided – You can claim for:	Exclusions – Your Insurers will not pay claims for:
	<ul style="list-style-type: none"> • loss or damage to Personal Belongings unless they are shown in Your Schedule and Endorsement E applies; • loss of or damage to Special Equipment unless it is shown in Your Schedule; • the cost of altering or replacing parts of Your Boat that are undamaged in order to match parts that are damaged; • the cost of replacing any item rendered obsolete by damage or theft to any other item; <p>Theft, unless stolen with Your Boat, of:</p> <ul style="list-style-type: none"> • Your outboard motors. • Your gear equipment or Machinery from Your Boat or from a place on shore; <p>Theft of:</p> <ul style="list-style-type: none"> • Your trailer or any Insured Property on Your trailer; • Your Speedboat if on a trailer; • Your Boat's tenders or dinghies.
Theft of gear, equipment or Machinery from Your Boat or from a locked storage place on shore.	Theft unless by someone: <ul style="list-style-type: none"> • violently forcing their way into or out of Your Boat or locked storage place; or • removing an item that is securely fastened to Your Boat.
Theft of Your out board motors if they are stolen from Your Boat .	Theft unless they are securely fastened by an Outboard Motor Lock as well as their normal fitting device.
Theft of Your trailer, or any Insured Property on Your trailer if it is stolen.	Theft unless the trailer is secured by a Hitchlock or Wheel Clamp .

SECTION 2: SILVER COVER – CONTINUED

Cover provided – You can claim for:	Exclusions – Your Insurers will not pay claims for:
Theft of Your Speedboat on a trailer if it is stolen.	Theft unless the trailer is secured by a Wheel Clamp : i) when it is unhitched from a towing vehicle; ii) at all times between sunset and sunrise; and iii) at any other time when it is parked and unattended.
Theft of Your Boat's tenders or dinghies.	Theft of tenders or dinghies unless they have an Identifiable Mark permanently shown on them.
Salvage charges: Your Insurers will pay the reasonable costs of saving Your Boat from a loss which You would be insured for under Your Policy .	
Sighting costs: Your Insurers will pay the cost of inspecting the underwater part of the hull of Your Boat after a stranding, even if there is no damage but only if the stranding is caused by a Peril which You are insured for under Your Policy .	

2.2 Additional Clauses

2.2.1 All additional clauses noted in Section 1.

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

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

2.2.2.2 For a partial loss – if **Your Insured Property** is lost or damaged, **Your Insurers** will choose to either:
i) pay for the reasonable cost of repairs;
ii) pay for a replacement part and the reasonable costs connected with the replacement; or
iii) make a cash payment based on the cost of an equivalent replacement.

2.2.2.3 For salvage charges – expenses reasonably and necessarily incurred.

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

2.2.2.5 **Your Insurers** will not reduce **Your** claim if **Your Insurers** replace old materials with new, except for:
i) sails;
ii) protective covers;
iii) running rigging;
iv) outboard motors;
v) batteries; and
vi) **Personal Belongings**.

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

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

SECTION 2: SILVER COVER – CONTINUED

2.2.3 No claims bonus

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

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

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

2.2.4 In Commission period

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

2.2.5 The **Excess** noted in **Your Schedule** will not apply with regards to any of the following:

a) Misfueling

This policy also covers **You** for costs incurred, up to a maximum of £500 per claim (or equivalent in local currency), for cleaning out the engine and fuel system in the event that **You** put the wrong type of fuel in **Your Boat**. The most **We** will pay in any **Period of Insurance** is £2,000.

b) Boat Key Cover

This **Policy** also covers **You**, for costs incurred up to a maximum of £500 (or equivalent in local currency), for each and every claim, subject to a maximum of £2,000 in any one **Period of Insurance**, for replacing a lost or stolen key for **Your Boat**, including replacement locks and locksmith charges.

c) Damage To Keys

This policy also covers **You** for costs incurred, up to a maximum of £500 per claim (or equivalent in local currency), for damage to the key for **Your Boat** - including replacement locks and locksmith charges. The most **We** will pay in any **Period of Insurance** is £2,000.

d) Lock-Out

In the event that **You** are unintentionally locked out of **Your Boat**, **We** will pay the costs incurred to open **Your Boat**, without causing any further damage to **Your Boat**, up to a maximum of £60 (or equivalent in local currency). Cover is subject to the following conditions:

- i) **We** must approve the locksmith and the course of action prior to a locksmith being called out; and
- ii) All receipts are to be retained and presented by **You** to the claims administrator for the reimbursement to be approved.

Failure to follow these steps may void this cover.

SECTION 3: GOLD COVER SILVER COVER PLUS LOSS OR DAMAGE CAUSED BY ACCIDENTAL MEANS

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

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

Cover provided – You can claim for:	Exclusions – Your Insurers will not pay claims for:
<p>Loss of or damage to Your Insured Property shown in Your Schedule caused by external accidental means including during hauling out, launching, lifting by crane, fitting out, overhauling and in transit by road, rail, air or ferry.</p>	<ul style="list-style-type: none"> • loss of or damage caused by: <ul style="list-style-type: none"> • Gradual Deterioration, unless the Gradual Deterioration could not have been identified by routine inspection and/or prevented by, servicing, maintenance or recommended replacement in accordance with engineers, surveyors or manufacturers advice; • osmosis; • insects, marine borers, barnacles, marine growth, fungi or molluscs; • loss or damage to sails split by the wind or blown away while hoisted or unfurled, unless the spars that they are attached to are damaged at the same time; • masts, spars and fittings, sails and standing or running rigging while You are racing Your Boat unless Endorsement F, K or M is shown in Your Schedule; • any scratching, denting or bruising to Your Boat while being transported; • loss of, or damage to, or failure of Machinery unless caused by: <ul style="list-style-type: none"> • accidental incursion of water into the hull, but not the engine alone; or • Your Boat being stranded, sunk, burnt, on fire, impact between Your Boat and any external substance including ice (but not water); or the seawater intake being accidentally obstructed by an external substance including ice (but not water); or • theft or malicious persons; or • fire or accidental damage whilst removed from Your Boat and in a place of storage; or • accidents occurring whilst the Machinery is being removed from, or placed in Your Boat, or from or into a place of storage; • any personal expenses You pay because of loss of or damage to Your Boat; • the cost of putting right any defects or defective work caused by somebody else's mistake or if they do not finish any repair work or alterations; • loss or damage to the rudder, propeller, shaft, Machinery, electrical equipment and their connections or keel caused by Your Boat hitting an object that is underwater or partly underwater; • accidental damage caused by Faults.

SECTION 3: GOLD COVER – CONTINUED

Cover provided – You can claim for:	Exclusions – Your Insurers will not pay claims for:
<p>Loss or damage to the rudder, propeller, shaft, Machinery, electrical equipment and their connections or keel caused by Your Boat hitting an object that is underwater or partly underwater. For claims arising from this cause the Excess is double the amount shown in Your Schedule if Your Boat is a Speedboat and / or is being used on tidal waters.</p>	
<p>Accidental damage caused by Faults that You could not know about.</p>	<ul style="list-style-type: none"> • the cost of repairing or replacing any part that is lost or damaged because it was Faulty; • loss of or damage to or failure of Machinery or electronic equipment caused solely by the breakdown, failure or derangement of a component part.

SECTION 4: PERSONAL ACCIDENT

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

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

4.1 Cover provided and exclusions.

Cover provided – You can claim for:	Exclusions – Your Insurers will not pay claims for:
<p>Death £20,000; Loss of Limbs (one or more) £20,000; Total Loss of sight in one or both eyes £20,000; Permanent Total Disablement £20,000.</p> <p>Medical expenses Your Insurers will pay up to £2,000 for any one incident for any doctors' or surgeons' fees for emergency treatment if You or Your passengers are injured because Your Boat:</p> <ul style="list-style-type: none"> • hits another Boat; • hits another object; or • sinks. 	<ul style="list-style-type: none"> • If death or disablement happens more than 12 months from the date You or Your passengers have been injured; • for anybody aged 76 or over at the time of the accident; • If You and/or any passenger is under 16 years of age at the time of accident, the benefit of "Death" is limited to £10,000; • You or Your passengers compensation under more than one of the categories shown for the same accident; • more than £60,000 in any one Period of Insurance; • You or Your passengers benefit if You or Your passengers are paid compensation under the Liabilities to Third Parties and Passengers section of Your Policy. • for death or disablement resulting from: <ul style="list-style-type: none"> • Incidents occurring while Your Boat is used for any purpose other than private pleasure; • suicide or attempted suicide or wilful exposure to danger (except in an attempt to save human life); • the influence of intoxicating liquor or drugs (other than drugs taken under medical supervision and not for the treatment of drug addiction).

SECTION 5: PLATINUM COVER GOLD COVER AND PERSONAL ACCIDENT PLUS EXTRA COVERS NOTED BELOW.

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

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

Cover provided – You can claim for:	Exclusions – Your Insurers will not pay claims for:
Loss of or damage to or failure of Machinery if Your Boat is: a) under three years of age from the date of completion of build; and b) has an actual or maximum design speed, under engine power of less than 17 knots.	
Loss or damage to the rudder, propeller, shaft, Machinery , electrical equipment and their connections caused by Your Boat hitting an object that is underwater or partly underwater. For claims arising from this cause the Excess is the amount shown in the Schedule .	

5.2 Additional Clauses

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

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

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

5.2.2.2 reduce **Your** no claims bonus.

5.2.2 Protected No Claims Bonus

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

5.2.4 Reduction of No Claims Bonus

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

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

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

SECTION 6: GENERAL EXCLUSIONS

The following exclusions apply to the whole of **Your Policy**.

6.1 Terrorism

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

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

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

6.2 Radioactive contamination

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

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

6.3 War risks

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

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

SECTION 6: GENERAL EXCLUSIONS – CONTINUED

6.4 Riots and civil commotion

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

6.5 Sonic bangs

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

6.6 Use of Your Boat

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

6.6.1 for hire or charter;

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

6.6.3 as a **Houseboat**; or

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

6.7 Other losses

You are not insured for:

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

6.8 Date recognition

You are not insured for:

6.8.1 Loss or damage arising from, or consisting of, the failure or inability of any equipment or any computer programme to recognise or to correctly interpret or process any date as the true or correct date, or to continue to function beyond that date. This does not exclude any resulting loss or damage otherwise insured by this **Policy**.

SECTION 7: GENERAL CONDITIONS

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

7.1 Your duty of care

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

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

7.2 New ownership

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

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

7.3 Fraudulent claims

- 7.3.1 **You** must not act in a fraudulent manner. If **You** or anyone acting for **You**:
 - 7.3.1.1 make a claim under the **Policy** knowing the claim to be false or fraudulently exaggerated in any respect; or
 - 7.3.1.2 make a statement in support of a claim knowing the statement to be false in any respect; or
 - 7.3.1.3 submit a document in support of a claim knowing the document to be forged or false in any respect; or
 - 7.3.1.4 make a claim in any respect of any loss or damage caused by **Your** wilful act or with **Your** connivance.

SECTION 7: GENERAL CONDITIONS – CONTINUED

7.3.2 Then:

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

7.4 Cancellation

7.4.1 Statutory cancellation rights.

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

7.4.2 Cancellation outside the statutory period.

- 7.4.2.1 **You** may cancel **Your Policy** at any time. **You** will only receive a return of **Premium** provided that **You** have:
 - i) sold **Your Boat**; and
 - ii) not had any claims during the current **Period of Insurance**; and
 - iii) given prior written notice to **Towergate Insurance**;
- 7.4.2.2 **Your Insurers** will retain an amount of the **Premium** in proportion to the time **You** have been on cover subject to a minimum retention of £25 (plus insurance premium tax at the current rate) and return the balance to **You**;
- 7.4.2.3 If **You** cancel **Your Policy** in the first year of insurance, **Your Insurers** will use the following short period rates when they return **Your Premium**;

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

7.4.2.4 Our right to cancel **Your Policy**.

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, we will charge the cancellation fee to take account of their costs in providing **Your Policy** and for recovering any **Premium** owed to them for the **Period of Insurance**.

SECTION 7: GENERAL CONDITIONS – CONTINUED

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 cooperate with them or provide the required information or documentation by the end of the 14 day cancellation notice period;
- Where there is a failure by **You** to take care of **Your** craft as required by section 5.1.2.2 of **Your Policy**;
- Failure to provide adequate and correct information;
- Where **Your Insurers** reasonably suspect fraud; or
- **Use** of threatening or abusive behaviour or language, or intimidation or bullying of their staff or suppliers.

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

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

7.5 Engine cut out device

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

7.6 Fire extinguisher (Fire extinguishing systems)

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

7.7 Whilst Laid Up

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

7.8 Other insurance

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

7.9 Choice of Law

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

SECTION 8: ENDORSEMENTS

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

Endorsement A – Excess

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

Endorsement B – Taken Ashore condition

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

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

Endorsement C – Small craft mooring permission

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

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

Endorsement D – Continental Use

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

Endorsement E – Personal Belongings

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

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

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

Your Insurers will not pay claims for or caused by:

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

Endorsement F – Racing cover (sailing boats only)

Your Insurers insure loss of or damage to masts, spars and fittings, sails and standing or running rigging while **You** are racing **Your Boat**. The most **Your Insurers** will pay is the amount shown in **Your Schedule** against these items. The **Excess** will apply to these claims.

SECTION 8: ENDORSEMENTS – CONTINUED

Endorsement G – Speedboat clauses

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

Your Insurers will not pay any claim for:

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

Endorsement H – Water skiers' liability

Your Insurers insure liability to and caused by anyone being towed on water skis, mono-skis, kneeboards or similar equipment, behind **Your Boat** provided that a maximum of two people are being towed at any one time.

The most **Your Insurers** will pay is the amount shown in **Your Schedule** under the water skiers liability limit.

Endorsement I - Fitting Out Risks

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

Endorsement J – Marina benefits

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

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

Endorsement K – Racing cover (sailing dinghies only)

Your Insurers insure loss of or damage to masts, spars and fittings, sails and standing or running rigging while **You** are racing **Your Boat**. The **Excess** will apply to these claims.

SECTION 8: ENDORSEMENTS – CONTINUED

Endorsement L – Personal watercraft

1. **Your Insurers** will not pay for:

- 1.1 Theft of the **Personal Watercraft**, unless the following security precautions have been taken:
 - (a) When the **Personal Watercraft** is at its permanent place of storage it must be kept in a locked building and secured to the trailer by a hardened steel chain or multi-strand stainless steel wire cable which should be fitted with a hardened steel close shackle padlock. The trailer must also be fitted with a **Wheel Clamp**;
 - (b) When the **Personal Watercraft** is not at its permanent place of storage it must be securely locked to an appropriate immovable object and secured by a **Wheel Clamp** or securely locked to a road vehicle.
- 1.2 The first 10% or £500, whichever is the greater, for any claim for theft or attempted theft. (Endorsement A does not apply to claims for theft).
- 1.3 Loss or damage caused by launching or beaching the **Personal Watercraft** under power.
- 1.4 Loss or damage caused by the ingestion of foreign objects into the jet unit of the **Personal Watercraft**;
- 1.5 Loss of or damage to the **Personal Watercraft** or for any liability, arising as a result of any **Engine Cut-Out Device** being inoperative.

2 **Your Insurers** will not pay for any claims arising whilst **Your Personal Watercraft** is;

- 2.1. being used in any area from which they are specifically excluded by any local authority;
- 2.2 towing any inflatable toy that carries more than two people;
- 2.3 towing “Air Chairs” or any hydrofoil type devices;
- 2.4 being driven by anyone under 21 unless specifically agreed by **Your Insurers** and noted on **Your Schedule**;
- 2.5 engaged in any stunts, racing or white water use.

Endorsement M – Racing Cover (sailing boats only)

Your Insurers will insure loss of or damage to masts, spars and fittings, sails and standing or running rigging while **You** are racing **Your Boat**. The most **Your Insurers** will pay is the amount of these items as specified in the **Schedule**. A deduction of one third will apply to these claims prior to the application of the **Excess**.

Where a deduction is made from the claim according to the provisions of this **Endorsement** and where a deduction would also be applicable according to the provisions of **Endorsement A - Excess**, **Your Insurers** will waive the lower of these deductions.

Endorsement N – No Claims Bonus Deleted

The no claims bonus allowance noted in Section 2 – Additional Clauses 2.2.3 and Section 5 – Additional Clauses 5.2.2.2, 5.2.3 and 5.2.4 of **Your Policy** are deleted and do not apply.

Endorsement O - Commercial Use Of Your Boat

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

SECTION 8: ENDORSEMENTS – CONTINUED

Endorsement P – Agreed Value (with Platinum Cover Only)

Section 2 – Additional clause 2.2.2.1 is deleted and replaced by the following: 2.2.2.1 for a **Total Loss** – if **Your Boat** is a **Total Loss**, **Your Insurers** will pay the **Agreed Value** of **Your Boat** shown in **Your Schedule** or **Your Insurers** will provide **You** with a replacement **Boat** as similar in age, type and condition as possible to **Your** existing **Boat**.

Endorsement Q - Protected No Claims Bonus

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

Endorsement R - Reduction of No Claims Bonus

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

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

Endorsement S – Bronze Cover (excluding removal of wreck)

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

Endorsement T - Skipper Charter

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

Endorsement U - Passenger Liability

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

Endorsement V - Food & Drink Liability

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

Endorsement W - Member to Member Liability

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

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

This extension shall apply only to liabilities arising out of the use of **Your Boat** covered by **Your Policy**.

In respect of any claim or number of claims arising out of one cause, the total amount of indemnity to all parties shall not exceed the limit of liability shown in **Your Schedule**.

Endorsement X – Houseboat

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

SECTION 9: MARINE LEGAL PROTECTION

Marine Legal Protection provides:-

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

ASSISTANCE HELPLINE SERVICES

Legal and Claims Advice Line

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

Specialist lawyers are at hand to help. If **You** need a lawyer to act for **You** and/or **You** have any other problem which is covered under this insurance, the advice line will ask **You** to complete a claim form.

If **Your** problem is not covered under this insurance, the advice line may be able to offer **You** assistance on a non-insured basis.

Emergency Breakdown Technical Advice Line

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

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

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

Travel Concierge & Personal Risk Advice Line

You can access the 24/7 Concierge and Risk Advice Line for help with booking travel arrangements, local hotels, restaurants and theatre tickets etc. Translation services can also be provided as well as medical information on planned destinations.

The service also has up to date access to destination risk profiles and can provide practical advice on personal safety tips.

To access any of these services please telephone **0344 770 1092** and quote “**Towergate Insurance**” for assistance.

SECTION 9 – CONTINUED

POLICY WORDING - TERMS OF COVER

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

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

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

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

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

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

IMPORTANT CONDITIONS

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

Prospects of Success

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

Proportional Costs

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

Duty of Disclosure

Consumer

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

Non-Consumer

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

SECTION 9 – CONTINUED

DEFINITIONS (applicable to this Section 9 only)

Where the following words appear in bold they have these special meanings.

Word	Meaning
Adviser	Our specialist panel solicitors or their agents appointed by Us to act for You , or, where agreed by Us , another legal adviser nominated by You .
Advisers' Costs	Reasonable legal fees and costs incurred by the Adviser . Third party's costs shall be covered if awarded against You .
Breakdown Costs	Call out costs, the cost of parts and labour charges incurred by a suitably qualified marine engineer or technician.
Conflict of Interest	There is a Conflict of Interest if We administer and / or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.
Disclosure Breach	Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract
Emergency Expenses	Standard class travelling costs incurred by You .
Excess	<p>The amount that You must pay toward any claim as stated below:</p> <p>Cover A, B, C, D, E and I: £1000 unless You agree to appoint Our panel solicitor to act for You in which case the Excess will reduce to £250 for Cover I and £0 for all other Covers.</p> <p>Cover F, G & H: Nil</p> <p>The Excess shall be paid to and at the request of the Adviser.</p>
Home Berth	The mooring location that is shown in Your insurance certificate, or where it is not shown, Your permanent mooring that You are contracted to pay for.
Identity Fraud	A person or group of persons knowingly using a means of identification belonging to You or Vessel without Your knowledge or permission with intent to commit or assist another to commit an illegal act.
Insurer	AmTrust Europe Limited
Insured Event	<p>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.</p> <p><u>Identity Fraud</u> 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.</p> <p>For the purposes of the Maximum Amount Payable, only one Insured Event will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.</p>

SECTION 9 – CONTINUED

DEFINITIONS – CONTINUED (applicable to this Section 9 only)

Word	Meaning								
Legal Action	<ul style="list-style-type: none"> 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	<p>The maximum payable in respect of an Insured Incident. The Limit of Indemnity is:</p> <table> <tr> <td>Cover A, B, C, D, E & I:</td> <td>£100,000</td> </tr> <tr> <td>Cover F:</td> <td>£500</td> </tr> <tr> <td>Cover G:</td> <td>£200</td> </tr> <tr> <td>Cover H:</td> <td>£2,500</td> </tr> </table>	Cover A, B, C, D, E & I:	£100,000	Cover F:	£500	Cover G:	£200	Cover H:	£2,500
Cover A, B, C, D, E & I:	£100,000								
Cover F:	£500								
Cover G:	£200								
Cover H:	£2,500								
Period of Insurance	The Period of Insurance shown in the Hull policy to which this cover attaches and which has been declared to Us and for which the premium has been paid.								
Standard Advisers' Costs	The amount of Advisers' Costs that would normally be incurred in using a nominated Adviser of Our choice.								
Temporary Replacement Costs	The reasonable market standard costs of bare boat chartering an equivalent boat to Your Vessel for the period of a trip planned prior to the Insured Event .								
Territorial Limits	<table> <tr> <td>Covers A, B & G:</td> <td>The cruising limits shown in the Hull policy to which this cover attaches</td> </tr> <tr> <td>Cover D:</td> <td>The cruising limits shown in the Hull policy to which this cover attaches but within the member states of the European Union</td> </tr> <tr> <td>All other Covers:</td> <td>member states of the European Union.</td> </tr> </table>	Covers A, B & G:	The cruising limits shown in the Hull policy to which this cover attaches	Cover D:	The cruising limits shown in the Hull policy to which this cover attaches but within the member states of the European Union	All other Covers:	member states of the European Union.		
Covers A, B & G:	The cruising limits shown in the Hull policy to which this cover attaches								
Cover D:	The cruising limits shown in the Hull policy to which this cover attaches but within the member states of the European Union								
All other Covers:	member states of the European Union.								
Vessel	The Vessel insured under the Hull policy to which this cover attaches and which has been declared to Us and for which the premium has been paid.								
We/Our/Us	Arc Legal Assistance Ltd								
You/Your/Yourself	<table> <tr> <td>Cover A, B & F:</td> <td>The owner of the Vessel and any authorised skipper, crew or guests</td> </tr> <tr> <td>Covers C, E, G, H & I:</td> <td>The owner of the Vessel</td> </tr> <tr> <td>Cover D:</td> <td>The owner of the Vessel and any authorised skipper or crew.</td> </tr> </table> <p>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.</p>	Cover A, B & F:	The owner of the Vessel and any authorised skipper, crew or guests	Covers C, E, G, H & I:	The owner of the Vessel	Cover D:	The owner of the Vessel and any authorised skipper or crew.		
Cover A, B & F:	The owner of the Vessel and any authorised skipper, crew or guests								
Covers C, E, G, H & I:	The owner of the Vessel								
Cover D:	The owner of the Vessel and any authorised skipper or crew.								

SECTION 9 – CONTINUED

COVER

Cover A – Uninsured Loss Recovery

What is insured:	What is not insured:
<p>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.</p>	<ul style="list-style-type: none"> Claims for a Legal Action pursued against the owner or skipper of the Vessel or guests aboard the Vessel at the time of the Insured Event.

Cover B – Personal Injury Pursuit

What is insured:	What is not insured:
<p>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.</p>	<p>Claims</p> <ul style="list-style-type: none"> 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

Cover C – Contract Disputes

What is insured:	What is not insured:
<p>Advisers' Costs to pursue or defend a Legal Action following a breach of a contract You have for buying or services in connection with the Vessel including the purchase or sale of the Vessel.</p>	<p>Claims</p> <ul style="list-style-type: none"> For Advisers' Costs where the legal jurisdiction of the contract is outside of the Territorial Limits. For disputes arising prior to You taking delivery of the Vessel Disputes arising from any commercial activity or venture for gain in connection with Vessel including chartering.

Cover D – Prosecution Defence

What is insured:	What is not insured:
<p>Advisers' Costs to defend a Legal Action in respect of a criminal offence arising from Your ownership or use of the Vessel. Pleas in mitigation are covered where there is a more than 50% prospect of such a plea affecting the likely outcome.</p>	<p>Claims</p> <ul style="list-style-type: none"> For Advisers' Costs to defend a Legal Action arising from allegations of dishonesty or committing deliberate, or reckless acts, or whilst being in control of the Vessel whilst under the influence of alcohol or drugs. Where You are entitled to public funding. For damages, interest, fines or costs awarded against You.

SECTION 9 – CONTINUED

Cover E – Identity Fraud

What is insured:	What is not insured:
<ul style="list-style-type: none"> • Advisers’ Costs incurred in dealing with organisations that have been fraudulently applied to for credit, goods or services in Your name or which are seeking monies from You as a result of Identity Fraud. • Advisers’ Costs incurred in liaising with credit referencing agencies and all other relevant organisations necessary on Your behalf to advise that You have been the victim of Identity Fraud. • Advisers’ Costs incurred by You to defend Your legal rights and/or take reasonable steps to remove County Court Judgements against You that have been obtained by an organisation that You are alleged to have purchased, hired or leased goods or services from where You deny having entered in to the contract and allege that You have been the victim of Identity Fraud. 	<p>Claims</p> <ul style="list-style-type: none"> • Where You are not the victim of Identity Fraud; • Any claim Where the Identity Fraud has been committed by somebody You live with • For any financial losses incurred by You as a result of Identity Fraud other than Advisers’ Costs;

Cover F – Emergency Costs

What is insured:	What is not insured:
<p>In the event that the Vessel is damaged whilst overseas, in an accident following a collision, impact, fire or flooding rendering it unseaworthy;</p> <ul style="list-style-type: none"> i) Emergency Expenses to return to the United Kingdom (UK), Channel Islands (CI) or the Isle of Man (IoM) ii) Emergency Expenses to return to the repaired Vessel within four months of the date of the original incident, in order to return the Vessel to the UK, CI, IOM or continue with Your original journey. 	<p>Claims</p> <ul style="list-style-type: none"> • For Emergency Expenses unless You have claimed under the Hull insurance policy to which this cover attaches for the repairs to the Vessel and that claim has been accepted.

Cover G – Breakdown Costs

What is insured:	What is not insured:
<ul style="list-style-type: none"> • Breakdown Costs You have incurred following a mechanical breakdown to the Vessel which renders it unseaworthy whilst away from the Vessel’s Home Berth. 	<p>Claims</p> <ul style="list-style-type: none"> • For any Breakdown Costs incurred by You in repairing the mechanical breakdown Yourself. • For disputes arising from any commercial activity or venture for gain in connection with the Vessel including chartering.

SECTION 9 – CONTINUED

Cover H – Temporary Replacement Costs

What is insured:	What is not insured:
<ul style="list-style-type: none"> • Temporary Replacement Costs following a non-fault collision or impact resulting in accidental loss or damage to the Vessel of such severity You are unable to use it for a trip that was planned prior to the Insured Incident. 	Claims <ul style="list-style-type: none"> • Where there is no identifiable and pursuable negligent third party; • Where You are unable to prove that You had planned a trip prior to the Insured Incident.

Cover I – Mooring Disputes

What is insured:	What is not insured:
<ul style="list-style-type: none"> • Advisers' Costs to pursue or defend a Legal Action following a dispute over the recorded moorings of Your Vessel. 	Claims <ul style="list-style-type: none"> • Where the period of recorded mooring is less than 180 days.

GENERAL EXCLUSIONS

1. There is no cover where:

- You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- An estimate of the **Advisers' Costs** is more than the amount in dispute;
- 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 dispute about either the amount **Your** insurance company should pay to settle an insurance claim or the way a claim should be settled;
- A dispute between persons insured under this policy;
- An application for a judicial review;
- Defending or pursuing new areas of law or test cases.

3. There is no cover:

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

4. Contracts (Rights of Third Parties) Act 1999

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

SECTION 9 – CONTINUED

CONDITIONS

1. 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.

Your insurance adviser or **We** may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule of the Hull policy to which this cover attaches, or an alternative address provided by **You**. No refund of premium shall be made.

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

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

2. Claims

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

3. Disputes

Subject to **Your** right to refer a complaint to 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.

SECTION 9 – CONTINUED

4. Prospects of Success

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

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

5. English Law and Language

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

6. 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

7. 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.

8. 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.

9. Change in law

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

CUSTOMER SERVICES INFORMATION

HOW TO MAKE A CLAIM

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

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

SECTION 9 – CONTINUED

Data Protection Act

Your details and details of **Your** insurance cover and claims will be held by **Us** and or the **Insurer** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

Customer Service

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

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

Our contact details are:

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

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel 08000 234 567
Email complaint.info@financial-ombudsman.org.uk

Compensation

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

Authorisation

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

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

COMPLAINTS PROCEDURE: SECTIONS 1-8 ONLY

Making a complaint

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

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

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

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

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

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

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

Navigators and General is a trading name of Zurich Insurance PLC.

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

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

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

COMPLAINTS PROCEDURE: SECTIONS 1-8 ONLY – CONTINUED

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

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

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

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

Financial Services Compensation Scheme

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

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

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

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

Premier Marine Insurance
Ellenborough House, Wellington Street, Cheltenham, GL50 1XZ
Tel: 0344 892 1984 Fax: 0870 1566378
E-mail: enquiries@premiermarineinsurance.co.uk
www.premiermarineinsurance.co.uk

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of Towergate Underwriting Group Ltd
Premier Marine Insurance and Towergate Insurance are trading names
of Towergate Underwriting Group Ltd.

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