

Accepting our Terms of Business

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business. For your own benefit and protection, you should read these terms carefully. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us at the above address.

The Financial Conduct Authority

Nautical Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (FCA). Our regulated firm reference number is 307458 and details of our permission to arrange and assist in the administration of general insurance contracts can be verified by checking our status on the Financial Services Register, which you may do so by visiting the FCA website, www.fca.org.uk/register or by contacting the FCA on 0800 111 6768 (free phone).

Our Service

We are professional Insurance Brokers and Underwriting agents acting under authority of Syndicates at Lloyd's offering Private and Pleasure marine insurance policies. The Insurers obligations are several and not joint. Each party is liable only for its own specified obligations. If a party is unable to satisfy his obligation, the responsibility does not pass to other parties. The Nautical Yacht & Motorboat and Canal & Riverboat policies agreed by Certain Underwriters at Lloyd's are specifically designed and unique to us. For Marine Legal Protection (MLP) and other associated marine insurances we act as agent for another intermediary or Insurer. We arrange insurances on an information only basis and offer no advice or recommendation. We will provide you with relevant information to make an informed decision whether to accept the insurance we are offering. Our Services include (i) establishing your insurance needs; (ii) providing you with clear information about the benefits and limitations of each product (iii) arranging your insurance cover with Insurers to meet with your requirements or where your requirements cannot be fully met, providing you with a clear explanation; (iv) issuing cover notes and certificates of insurance; (v) helping you with any changes that you need to make to your insurance during the Policy period; (vi) reminding you when you need to renew your Policy in time to allow you to consider alternative providers and or arrange any continuing cover.

Complaints

In the event that you wish to make a complaint about our service please contact The Complaints Officer on 01702 470811, by email: complaints@nautical-insurance.co.uk fax: 01702 470844 or write to us 57 Elm Road, Leigh-on-Sea, Essex SS9 1SP. If we are unable to resolve the issue by close of business on our third working day following the day we received your complaint we will automatically refer your comments to the Insurer. You will receive a written response within two weeks of their receipt of the complaint. We will confirm this to you in writing and enclose details of the Lloyd's complaints process. If you remain dissatisfied following the Insurer's response, or if you have not received a response within 14 days you are entitled to refer your complaint directly to Lloyd's. If Lloyd's is unable to resolve your complaint you may be able, if eligible, to refer your complaint to the Financial Ombudsman Service (FOS) complaint.info@financial-ombudsman.org.uk for an independent decision in addition to any other action you may subsequently wish to take. You may wish to visit the FOS website www.financial-ombudsman.org.uk for more information on who is eligible to use the free, impartial service available.

Payment for our Services

We receive a commission from the Insurer or product provider which is calculated on the net premium for the insurance we are arranging. In addition, we add a fee to the premium charged by Insurers to cover the administration of your insurance. Our quotation or renewal invitation will detail the total price to be paid, showing any fees, taxes and charges separately from the premium. Our fees are in either Sterling (£) or US Dollars (\$), in line with the currency of your policy and are applied as follows:

New business and renewals	£20 or \$35 (US)	Cancellation	£25 or \$50 (US)	Duplicate documents by email	Free of Charge
Mid-term adjustments	£15 or \$35 (US)	Duplicate documents	£10 or \$35 (US)	Marine Legal Protection (MLP)	No Fee

Premiums

We are not licensed to offer consumer credit and do not offer instalment facilities. Payment of the premium must be in full. We will accept payment by cheque, credit/debit card or direct credit to our bank account prior to any insurance being placed or renewed. We do not charge for processing card payments but any bank transfer fees must be collected by the payee.

Our Sterling bank account details are: **Barclays Bank | Account No. 30659460 | Sort Code: 20 29 86 | Account name: Nautical Insurance Services Limited Insurance Bank Account**

Cancellation of Insurances

If you change your mind about the policy, you must advise us, returning all documents within 14 days of receiving them or within 14 days of your renewal date. The premium will be returned less any pro rata charge for the time you have been on cover that the insurer may wish to make and our administration fee. Your failure to return the proposal form or provide any other documentation requested to conclude insurance will result in termination of cover. We will return the full premium less our administration fee. You or we may cancel the policy at any other time subject to us both having to give each other 30 days notice or by mutual agreement. You must return all documents and may be asked to submit a copy of the Bill of Sale. For cancellation following the sale of the vessel, we will cancel and calculate any return premium from the date you confirm the sale to us or from the date shown on the Bill of Sale. Where applicable, Marine Legal Protection will automatically be cancelled from the same date as the boat insurance. There will be no return of premium for Marine Legal Protection.

Return of Premium

Return premiums will be calculated on a pro-rata basis. The unused proportion of the annual net premium plus any applicable tax will be returned less our cancellation fee.

Where an amount stated in the policy wording is in Sterling (£) but the currency shown on the Schedule is in US Dollars (\$) the equivalent currency amount will apply. Return premiums will be refunded to the original payee account. Refunds in respect of card payments will be processed to the same debit/credit card that was used to make a payment on the policy.

Renewals

All insurances arranged by us are annual and will expire after a 12 month period as we do not automatically arrange continuation of cover on your behalf. To help you decide whether you would like to renew with us we will issue a renewal invitation in good time to allow you the opportunity to compare our terms with alternative providers. If you decide you would like to stay with us, please tell us. When you have paid the new annual premium we will issue a new insurance Schedule / Certificate without delay.

Client and Insurer Money

We do not hold client money, but rely entirely on Risk Transfer, which means we collect and hold money as agent of the Insurer.

Your responsibility

We will ask you for a full description of the vessel, its use, where it will be located and the cruising area required as well as details about yourself or others to be covered by the insurance. If you are unable to understand any question please tell us so we can provide additional assistance. In order for us to give careful consideration to your insurance needs you should take reasonable care to answer our questions honestly and to the best of your knowledge. It is important that you take care not to provide misleading or false information, because if you do so, it may invalidate the insurance and could mean that part or all of any claim may not be paid. If you are unsure whether a matter is relevant to the cover being offered, please ask us.

Confidentiality

All personal information about you will be treated as Private and Confidential. We will only use and disclose the information we have about you in the normal course of arranging and administering your insurance. We will not disclose any information to any other parties without your consent unless required to do so by law, by our regulators (FCA) or other enforcement agencies. In such instances personal information held by us may be disclosed on a confidential basis, and in accordance with the Data Protection Act 1998, to such third parties. We may, however, use the information we hold about you to provide information to you about other products and services that we feel may be appropriate to you. Under the Data Protection Act 1998 you have the right to see personal information about you that we hold in our records. If you have any queries in this regard please write to us.

Claims

When administering claims we act on behalf of your Insurer and provide a complete claims service. In the event of a claim or incident you should notify us promptly. Please refer to your policy document or to us for an explanation of any procedures to follow. You may contact us by email to: claims@nautical-insurance.co.uk, by post, telephone or fax as per the contact details at the top of this document. For associated products it will be necessary for you to deal directly with the Insurer in respect of claims.

Law

Where we refer to 'by law', English Law will apply. The Law applied to the contract will be English Law unless an agreement is in place to the contrary.