

# Nautical Insurance Services Limited

57 Elm Road, Leigh-on-Sea, Essex SS9 1SP

E: [enquiries@nautical-insurance.co.uk](mailto:enquiries@nautical-insurance.co.uk)

T: 01702 470811

## Terms of Business

### 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. We draw your particular attention to our Privacy Notice and the section headed 'Use of personal data', specifically the paragraph explaining how 'sensitive personal data' will be used, which can be found on page 2 of this document. 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) under firm reference number 307458. You may check this on the Financial Services Register by visiting the FCA's website, [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768.

### Our Service

We arrange and administer marine insurance under binding authority and on behalf of Travelers Insurance Company Limited. The Nautical Yacht & Motorboat and Canal & Riverboat policies underwritten by Travelers Insurance Company Limited are specifically designed and unique to us. 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 insurance schedules; (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 please contact The Complaints Officer on 01702 470811, by email: [complaints@nautical-insurance.co.uk](mailto:complaints@nautical-insurance.co.uk) or write to us at 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. You may refer your complaint to the Compliance Team at Travelers at any time by email: [CustomerRelations@travelers.com](mailto:CustomerRelations@travelers.com) or in writing to The Compliance Team, Travelers, Creechurch Place, Creechurch Lane, London EC3A 5AF. If the Insurer 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](mailto: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](http://www.financial-ombudsman.org.uk) for more information on who is eligible to use the free, impartial service available. *Please note*, your complaint needs to be referred to the FOS within six months of receiving the Insurers final response.

### Handling Money

We do not hold client money, but rely entirely on Risk Transfer which means we act as agents of the Insurer in collecting premiums and handling refunds due to customers as well as the transfer of claim monies.

### Premium Payment Arrangements

We are not licensed to offer consumer credit and do not offer instalment facilities. Payment of the premium must be in full. We accept payment by cheque, credit/debit card or direct credit to our bank account prior to any insurance being placed or renewed. Bank charges and transfer fees must be collected by the payee. Our **Barclays** bank account details are:

**Account No. 30659460 | Sort Code: 20 29 86 | Account: Nautical Insurance Services Limited Insurance Bank Account**

### Payment for our Services

We receive a percentage commission from the Insurer which is calculated on the net premium of the insurance we are arranging. If we reach specific profit targets the Insurer may also pay us an additional bonus. In addition, we add a fee to the premium charged by Insurers to cover our administration of your insurance. Before your insurance arrangements are concluded we will provide you with a formal new business quotation or renewal invitation stating the total premium to be paid and identifying any discount, fee or tax separately from the premium.

<b>New Business</b>	<b>£25</b>	<b>Mid-term Adjustment</b>	<b>£15</b>
<b>Renewals</b>	<b>£25</b>	<b>Duplicate Documents</b>	<b>£10</b>
<b>Cancellation</b>	<b>£25</b>	<b>Emailed Duplicate Documents</b>	<b>Free of Charge</b>

### Cancellation of Insurances

You are entitled to a 14 day 'cooling off' period which means if you change your mind about an insurance or subsequent renewal you have the right to ask us to cancel and receive a full refund provided you do so within the first 14 days from the date that cover began, or within 14 days of the renewal date. We will cancel the cover from the start date as if it had never been in place and refund you any premium paid in full.

#### Cancellation within 14 day cooling off period

Full Refund

Where we arrange new business through our office (not through our website) and issue a temporary cover note whilst waiting for you to return our proposal form or any other requested information within a specific period of time and you fail to meet the requirement, we will be unable to conclude the arrangements. In such circumstances cover will be automatically terminated by the date specified on the cover note. We will retain our administration fee and refund the remaining proportion of the premium paid.

#### Cancellation for failure to submit information at proposal

Full Refund less £25 Cancellation Fee

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. Our responsibilities extend to all joint owners named on the documentation so to enable us to proceed with cancellation we require confirmation of the sale from all parties. You must return all documents and may be asked to submit a copy of the Bill of Sale.

#### Cancellation following the sale of the vessel

£25

You or we may cancel the policy at any other time subject to us both having to give each other 30 days written notice or by mutual agreement. Our reasons for issuing notice of cancellation to you may include but are not limited to dishonored cheques or card transactions in respect of the premium, failure to provide requested documentation or information, deliberate failure to comply with terms set out within the documentation, deliberate misrepresentation or non-disclosure or attempted fraud.

#### Cancellation at any other time

£25

### How we calculate and refund any 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.

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 the payment.

## Renewals

All insurances arranged by us are annual and will expire after a 12 month period because 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. We will consider the details of your expiring cover in conjunction with any changes you or we may wish to make. Our invitation will be in the same format as your expiring insurance document for ease of comparison and any changes by us will be highlighted under the heading 'Changes Affecting Your Renewal'. 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 without delay.

## Your responsibilities

You are responsible for answering any questions in relation to any proposal for insurance cover honestly and to the best of your knowledge, providing complete and accurate information which insurers will require. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover. This is particularly important before taking out a policy but also at renewal or if you make a mid-term adjustment to your policy. If you are unable to understand any question please tell us so we can provide additional assistance.

If you fail to disclose information or provide false or misleading information which may influence our decision to accept the risk or the terms offered, this could mean that part of or an entire claim may not be paid or may invalidate the insurance. If you are unsure whether a matter is relevant to the cover being offered, please ask us.

## Use of personal data

In your dealings with us you may provide information that includes data that is known as personal data. Where we process personal data we comply with our responsibilities as set out by the Data Protection Act 2018 and the European General Data Protection Regulation (GDPR). The personal data we collect will include data relating to your name, address, date of birth, telephone number and email address and data relating to health or criminal offences. We will process your personal data to allow us to provide you with our services in quoting for, arranging and administering your insurances, handling claims and for statistical analysis. It will also be used to manage future communications between ourselves, communicate about our products and services. You can opt out from receiving such communications services by letting us know at any time by emailing [enquiries@nautical-insurance.co.uk](mailto:enquiries@nautical-insurance.co.uk) or in writing to Nautical Insurance Services Limited, 57 Elm Road, Leigh-on-Sea, Essex SS9 1SP or telephoning 01702 470811.

We will only use your data for the purpose for which it was collected. We will only grant access to or share your data within our firm or relevant third parties and our market service providers such as insurers where we are required or entitled to do so by law under lawful data processing.

The Data Protection Act 2018 and European General Data Protection Regulation (GDPR) provides you with access rights that allow you to gain an understanding on the data being processed, who we share it with, for what purpose, why we need to retain it and retention periods, to object to the processing and to place restrictions on the processing, to request copies of your data and in some circumstances to request the deletion of your data.

If you require further information on how we process your data and our lawful bases for doing so, or you wish to exercise your rights, please contact our Data Supervisor by emailing [enquiries@nautical-insurance.co.uk](mailto:enquiries@nautical-insurance.co.uk) or in writing to Nautical Insurance Services Limited, 57 Elm Road, Leigh-on-Sea, Essex SS9 1SP or telephoning 01702 470811. You can view our Privacy Notice by visiting our website at [www.nautical-insurance.co.uk](http://www.nautical-insurance.co.uk) or at your request we will provide a copy by email or by post.

## 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. At this point we will remind you again that when negotiating and settling claims we act on behalf of the Insurer, not you. 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](mailto:claims@nautical-insurance.co.uk), by post or telephone as per the contact details at the top of this document. For Marine Legal Protection or other associated marine insurances arranged through us it will be necessary for you to deal directly with the Insurer in respect of claims.

## Marine Legal Protection (MLP)

For Marine Legal Protection we act as agent for another intermediary or Insurer. This is an additional optional cover for your uninsured losses. An uninsured loss is a loss that is not covered under your boat policy. We arrange Marine Legal Protection under binding authority granted to us by DAS Legal Expenses Insurance Company Limited. We do not make any recommendation in respect of this additional cover and arrange insurance on an information only basis to allow you to make an informed decision whether the cover offered would be appropriate for you. Marine Legal Protection insurance gives you access to a lawyer for practical and financial support to help protect your legal rights. The insurance runs in conjunction with the boat insurance for a period not exceeding 12 months and cannot be added after inception of the boat policy. Multiple policies are not covered by a single legal protection policy.

If you choose to add Marine Legal Protection you will be required to pay an additional premium. We receive a percentage commission from the Insurer but we do not apply any fees. We will forward written confirmation that cover has been arranged and forward a copy of the policy wording by email only. Paper copies of the policy wording should be requested direct from DAS.

**Our Fees or Charges for MLP**

**None**

## Marine Legal Protection Claims

For Marine Legal Protection insurance arranged through us it will be necessary for you to deal directly with the Insurer in respect of claims. You may contact DAS Legal Expenses Insurance Company Limited by emailing [newclaims@das.co.uk](mailto:newclaims@das.co.uk), by telephoning 0344 893 9328 or 0044 117 934 2651 from outside the UK or in writing to Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

## Cancellation of Marine Legal Protection

The policy may be cancelled by you at any time. Where the vessel is sold or ownership transferred Marine Legal Protection will automatically be cancelled from the same date as the boat insurance. MLP Insurance is not transferrable.

**There will be no return of premium for Marine Legal Protection**

## Other Insurances

We may also arrange other boat insurances or other associated marine insurances. We will provide you with all relevant details of the Insurer and the product at the time of quotation. In these circumstances we receive a percentage commission from the Insurer but we do not apply any fees.

**Our Fees or Charges for other insurance**

**None**

## Conflict of Interests

Occasions can arise where we or one of our product providers, may have a potential conflict of interest with business being transacted for you. If this happens, and we become aware that a potential conflict exists, we will write to you and detail the steps to be taken to ensure fair treatment.

## Law

Where we refer to 'by law', English Law will apply. The Law applied to the contract will be English Law and subject to the jurisdiction of the English courts.