## Narrow Boat and Inland Waterways Craft Insurance Proposal



## DECLARATION - VERY IMPORTANT

You must take reasonable care not to make a misrepresentation to an Insurer. This means that all the answers you give and statements you make as part of your insurance application, including at renewal and when an amendment to your policy is required, should be honest and accurate. If you deliberately, recklessly or carelessly, misinform the insurer, this could mean that part of or all of a claim may not be paid.

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Collidge \& Partners is authorised and regulated by The Financial Conduct Authority (FCA)

## Terms Of Business

## Introduction

This document sets out our commitment to you as our client and sets out the principles we follow in doing business with you. Collidge \& Partners is an Insurance Broker and Underwriting Agency operating from 15-16 Hawley Square, Margate, Kent, CT9 1PF. We are Authorised and regulated by The Financial Conduct Authority (FCA), which means that we are committed to providing a high standard of professional service in accordance with FCA Regulation for private and commercial customers.
The FCA Website can be viewed at www.fca.org.uk

## Our Service

Our service includes advising you on your insurance needs, arranging cover to meet your requirements and helping you with any on-going changes you may need to make. We act as an agent of a particular insurer or group of insurers or underwriters with whom we have facilities or arrangements when we make proposals to meet your requirements.

## Instructions

To avoid any misunderstandings, please provide your instructions to us in writing (by letter, facsimile or email). In urgent cases, we will of course accept verbal instructions but request that they are confirmed in writing as soon as possible.

Quotations
Quotations are usually subject to a satisfactorily completed proposal form but we cannot complete it. Quotations are usually subject to the normal terms and conditions of the Insurer's policies. We will endeavour to ensure that:

1. We provide you with comprehensive information early enough for you to make an informed decision about the insurance being proposed.
2. We explain to you the differences in and the relative costs of the types of insurance that we think will suit your needs.
3. We explain the key features of the insurance proposed including:
a. The basis of cover and benefits;
b. Any significant or unusual restrictions, exclusions, conditions or obligations.
c. The period of cover
4. If we are unable to match your requirements, we explain the differences between those requirements and the insurance we are proposing.

## Confirmation Of Cover

We will provide you with cover notes and/or written confirmation that cover has been put in place, including the terms of the insurance and the insurers involved. These will normally be sent to you within fourteen days from the date when cover began.

You agree to review all information upon receipt and let us know immediately if the details of the cover or the participating insurers do not meet with your approval, or do not reflect the instructions previously given to us and particularly if any cover required is excluded. You agree that it is solely your responsibility to ensure that cover has been effected correctly. You are strongly advised, therefore, to read the policy document carefully to ensure you understand the terms and conditions and to satisfy yourself that it is in accordance with your intentions and instructions.

When a full policy wording is to be issued, this will be forwarded as soon as possible and normally within 90 days of when the cover started.

## Your Duty Of Disclosure

## 1. Consumer Customers

You must take reasonable care not to make a misrepresentation to an insurer. This means that all the answers you give and statements you make as part of your insurance application, including at renewal and when an amendment to your policy is required, should be honest and accurate. If you deliberately, recklessly or carelessly misinform the insurers, this could mean that part of or all of a claim may not be paid.

## 2. Commercial Customers

If the insurance is arranged wholly or mainly for purposes related to your trade or business or profession you have a duty to disclose all material facts whether or not the Insurer asks for specific information. This duty applies throughout the life of your policy and when you renew your insurance. Material facts are any facts which may influence the decision to accept the policy and/or what terms are applied. Failure to disclose a material fact may invalidate your insurance and could mean that your claim will not be paid.

For your own protection, you are advised to keep copies of all letters you send to insurers or to us.

## Settlement Terms

We will be responsible for issuing invoices for all new and renewal premiums and mid-term alterations as soon as practicable after start of cover or renewal. We will remit premiums to insurers in accordance with the agreed terms of trade.

You will be responsible for paying promptly all of our invoices for premiums, duties, fees and tax to enable us to make the necessary payments to insurers.

For the avoidance of doubt, we have no obligation to fund any premiums, duties, fees and taxes on your behalf, and have no responsibility for any loss which you may suffer as a result of insurers cancelling the insurance or taking any other prejudicial steps as a result of late payment of such sums, if such delay is attributable to you.

In certain circumstances insurers may impose a specific premium term whereby they require payment of premium by a certain date. We must stress that breach of that term may enable insurers to void the insurance from the start of cover. You agree that the settlement of premiums in good time is your responsibility.

Full payment is required when cover commences, this by way of cheque, credit card or debit card, or Bank transfers.

## Costs and Remuneration

In the normal course of business we receive income as follows:

- Commission or brokerage paid to us by insurers on policies we place with them. Commission is deemed earned at inception and is nonreturnable.
- Earnings we are able to generate through management of cash balances held on behalf of insurers and clients, which are not identifiable to any specific account.
- We reserve the right to charge for policy amendments, claims handling and cancellations.
- The binding facilities arranged between Insurers and Collidge \& Partners which Collidge \& Partners hold as Underwriting Agents could have provisions written into the facility to earn extra commission from the performance of the whole portfolio placed with Insurers.

We sometimes ask other brokers to assist us in responding to your instructions where we believe this is to your benefit. Unless a fee arrangement has been agreed, these brokers will usually be paid by brokerage which will be included in the premiums charged.

## Claims

It is essential that we are notified immediately of any claims, or circumstances that could give rise to a claim. When you notify us, you must include all material facts concerning the claim. The policy wordings will describe in detail the procedures and conditions in connection with making a claim.

You must act at all times as if uninsured and co-operate fully with the insurers.

## Data Protection and Confidentiality

We will treat any personal (or other) information received by us from you, or about you, with the utmost respect and, where appropriate, in accordance with data protection legislation, including the Data Protection Act 1998.

You confirm that we may use and disclose information that we have about you to insurers or their agents in the normal course of arranging and administering your insurance. We may use the information that we hold about you to provide information regarding products and service that we feel may be appropriate to you.

## Complaints

We acknowledge that mistakes may sometimes happen and that they must be given very careful attention. When we investigate a complaint we check for any weaknesses in our procedures and look to improve our systems where possible.

If at any time you are unhappy with our services to you, you should write to the Senior Partner at Collidge \& Partners, 15-16 Hawley Square, Margate, Kent, CT9 1 PF, giving details of your complaint.

Your complaint will be acknowledged in writing within 5 working days with details of who is dealing with it and when to expect a response. Written responses will be given within 20 working days unless the matter is complicated or requires external or third party input, in which case you will be advised accordingly. If you are unhappy with our response you have the right to refer your complaint to the insurers whose name and address will be stated on your insurance documents. Or you may be entitled to refer it to the Financial Ombudsman Service. Also you may write to; The Financial Conduct Authority, 25 The North Colonnade, Canary Wharf, London, E14 5HS

## Financial Service Compensation Scheme

You may be entitled to compensation from the Financial Service Compensation Scheme (FSCS) if the Underwriters of your Policy cannot meet their obligations. This depends on the type of Insurance and circumstances of the Claim. You can get more information about the compensation Scheme from the FSCS.

## Governing Law

All insurance arranged is subject to the Laws of England and Wales and any disputes will be governed by and construed in accordance with the Laws of England and Wales.

# Important - You Should Read This 

The Collidge \& Partners Inland Waterways Insurance Policy has been designed to reflect the specific needs of owners of boats kept on the UK inland waterways network.

## What Cover Do I Have?

Your Collidge \& Partners Inland Waterways Insurance Policy will cover you for any damage to your vessel (sustained in an accident, by malicious damage, fire, theft or attempted theft). In addition, if you are involved in an accident you are covered for any damage you cause to property of other people or for any injuries they sustain.
This leaflet provides a summary of the significant features, benefits and limitations of the cover underwritten by Navigators \& General under delegated authority granted to Collidge \& Partners.
Navigators \& General is a trading name of Zurich Insurance plc. The full terms, conditions and exclusions are shown in the policy document.
Please see the table below, detailing some of the features of this high quality cover

| Features and Benefits | Exclusions and <br> Limitations |
| :---: | :---: |
| Loss or damage to your vessel | Including collision, fire \& theft |
| Your legal liabilities for third party <br> property damage and bodily <br> injury | Up to $£ 3,000,000$ |
| Marina benefits | No excess will apply if your vessel <br> is on a marina berth and your <br> no claims bonus will not be <br> affected |
| Medical expenses | Up to $£ 500$ |
| Outboard motors automatically to 10 covp |  |
| cored | Up to $£ 60,000$ any one incident |
| Tenders automatically covered | Up to 16 ' in length and $£ 2,000$ in <br> value |
| The following will only apply if shown on your policy schedule |  |
| and providing the appropriate premium has been paid |  |

This is an all-risks policy which covers any event unless there is a specific policy exclusion. For example, it does not cover wear, tear or gradual depreciation. It does cover physical loss or damage to the boat and its equipment, including fire and theft. We strongly advise you to read these exclusions, together with the policy conditions.

Your policy is based on the information you have given us. If any of this is incorrect, or changes, you should contact us as soon as possible.

## Your vessel is insured on an agreed value basis which means, in the event of a total loss, we will pay the amount shown in the policy schedule. However, you should regularly review this figure, so it is line with the current market value.

The full terms, conditions and exclusions are shown in the policy. If you would like to request a policy document please call Collidge \& Partners on 01843295925.

## Governing Law

Your policy is governed by the law that applies to where you reside within the United Kingdom, Channel Islands or Isle of Man. If there is any disagreement about which law applies, English law will apply, in which case you agree to submit to the exclusive jurisdiction of the courts in England and Wales.
Unless agreed otherwise, we will communicate to you in English.

## How Long is it for?

Your policy cover will normally run for 12 months and is renewable annually.

## Excess

In most cases a policy excess will apply. These are detailed in our quotation and the policy documentation.

## How do I make a claim?

You should contact us on the following number if you wish to report a claim or accident : 01843295925
Full details of how to make a claim are included within the policy. For additional information, please see our Claims Advice Notice.

## How do I make a complaint?

We value the opportunity to investigate concerns you may have about our service. We are committed to handling complaints fairly, thoroughly and promptly. In the first instance, if you have a complaint about your policy or claim, you should contact the insurance advisor acting for you, or you can contact us directly. If your complaint is about:

- your policy, please call us on 01273863400
- a claim, please call us on 01273863450

Or if you prefer, you may write to us.
The address to use is: PO Box 848, Brighton, BN1 3GQ

## Next Steps if you are not happy with the

## response provided

We are dedicated to our customers and seek to do what is right, however sometimes we may not be able to reach an agreement with you. In this case, and you remain dissatisfied once you have received our response to your complaint, we will refer your complaint to our Customer Relations Team for
a separate review. The Customer Relations Team will contact you to let you know they have received your complaint and when their review is complete, they will
provide you with a final response on behalf of Navigators \& General.

## Complaints Procedure Leaflet

A leaflet containing full details of our complaint procedures will be provided during the complaint handling process and is available on request.


[^0]:    If signing on behalf of a company or firm please state position. The insurance will not commence until this proposal has been accepted by the insurer and the premium paid except as provided in writing by us.

