

Mr Nick Martin
 10 Park House
 Richmond Hill
 Richmond
 TW10 6RA

16/05/2024

Your Towergate policy reference: **MANX31SL01**

Dear Mr Nick Martin,

Renewing your Yacht Insurance Policy.

Your Yacht insurance is due for renewal on 19/06/2024 and we would like to invite you to accept cover for another 12 months. Once you have read through these documents please call us on **01242 531172** to renew your policy. If you do not contact us, your policy will cease from the renewal date and cover will no longer be in place.

Providing you with a clear breakdown of what you are paying for is important to us. Detailed below is this year’s renewal (Your New Renewal Invitation) and also what you paid us last year or if there have been any changes since then, the annual premium shown reflects these changes (Your Expiring Policy).

Please check that you have the correct cover and that it still meets your needs. It may be useful for you to compare alternative cover and prices available.

Your New Renewal Invitation		Your Expiring Policy	
Premium*	£2,864.20	Premium*	£1983.38
Legal Expenses	£13.17	Legal Expenses	£13.17
Insurance Premium Tax at 12%	£345.28	Insurance Premium Tax at 12%	£239.59
Customer Service Charge	£25.00	Customer Service Charge	£25.00
Total payable	£3,247.65	Towergate Discount^	£-100.00
		Total payable	£2,161.14

Underwritten by Navigators & General

If you pay in one up-front payment, the total cost will be £3,247.65. If you choose to pay by Direct Debit there are 10 monthly payments and the total cost has increased by £300.21 to £3,547.86. This includes a 9.09% instalment charge of £295.21 (Representative APR 16.1% variable). The 1st payment is £359.25 which includes a £5.00 facility fee followed by 9 monthly payments of £354.29. Please refer to the enclosed Towergate Premium Instalment Plan information for further details on terms and conditions.

***20% Partner Discount** – please note, as you are berthed at one of our partnership marinas, you are eligible to a 20% discount which has been applied to your premium before Insurance Premium Tax and any additional charges or products.

If you would like a copy of your documents by post, please let us know.

We would be delighted to keep you as a valued customer. If you have obtained any alternative quotations, need to make any changes or if you have any other questions about your renewal please contact us.

Yours sincerely,

The Marine Team
Towergate Insurance

Need Help?

Customer services

01242 531172

Marinecs@Towergate.co.uk

Claims

01273 863 450

We're here Monday to Friday, 9am-5pm

Towergate Insurance, Ellenborough House, Wellington Street, Cheltenham, GL50 1XZ.

Towergate Insurance is a trading name of Advisory Insurance Brokers Limited. Registered in England Company No. 4043759, Registered Office: 2 Minster Court, Mincing Lane, London, EC3R 7PD. Authorised and regulated by the Financial Conduct Authority. This can be checked on the FCA's register by checking the FCA website at www.fca.org.uk/register or by contacting them on 0800 111 6768.

Important Notice to Policyholders

Claims Handling contact details for Part A Your Cover, Part B Cover Extensions and Part C Liabilities to Third Parties

Further to our previous communication, with effect from 1st November 2023 any new claims under Parts A, B and C of your policy will be handled by the insurer, Navigators & General. Please refer to the table below for the relevant contact details, based on when the claim is reported.

- To discuss any existing claims, reported prior to 1st November 2023, please continue to contact Davies Group.
- From 1st November 2023, if you need to report a new claim, please contact Navigators & General.

	Existing claims reported prior to 1 st November 2023	Any new claims reported from 1 st November 2023
	Davies Group	Navigators & General
Phone Number	0330 018 2292	01273 863 450
Email Address	marineclaims@davies-group.com	claims@navandgen.co.uk
Postal Address	Towergate Marine Claims Davies Group Direct House Lacy Way Lowfields Business Park Elland HX5 9DB	Navigators & General - Brighton PO Box 3707 Swindon SN4 4AX United Kingdom

We can confirm that the contact information to make a claim under 'Part D- Marine and Home Legal Protection Insurance' has not changed and can be found in the policy wording issued. Part D of the policy is optional and is only included if selected. If you have opted to include this cover in your policy, this will be confirmed in the policy schedule issued.

What has changed?

IMPORTANT: Because your craft is over 10 years old, we can no longer offer the Machinery Failure cover extension on your policy. We have therefore removed this.

IMPORTANT: Your next full out of water survey is due on 19/06/2049.

It is a requirement that the survey is carried out by a marine surveyor who is a member of the Y.D.S.A., R.I.N.A., I.I.M.S. OR IMarEST. These can be found online, or your local marina may be able to recommend a suitable surveyor.

We are unable to accept an Inland Waterways Certificate as a full survey.

Documents Enclosed

- ✓ Policy Schedule
- ✓ Statement of Fact
- ✓ Insurance Product Information Document
- ✓ Important Information Document & Terms of Business
- ✓ Towergate Instalment Plan Need to Know Document

A copy of the Policy wording is available upon request.

IMPORTANT: Please ensure you read all documentation and contact us immediately should you have any queries.

How to Pay

If you choose to renew your policy, please retain your 'Policy Schedule' document enclosed within this pack as proof of your insurance. Please note, that the schedule is only valid and cover in place when payment of your policy has been arranged by either Direct Debit or in full using the options below. Paying for your premium can be done in several easy ways.

Direct Debit

Setting up your direct debit payments is done in one simple phone call. Call us and we will arrange this for you. Subject to approving your application we will send you a letter which will include confirmation of your payment along with a credit agreement detailing PCL's terms and conditions with you. **It is really important you return this credit agreement** or acknowledge the agreement online. Full details of how to do this can be found in your welcome letter. If you wish to change your payment method please contact us on **01242 531172**.

If you choose to pay by Direct Debit, you will have the option to set up your policy to automatically renew at the end of the policy term, giving you the peace of mind of continued cover. Your payment schedule will be updated to reflect the renewal premium and the policy will automatically renew when it is due. You can opt out of auto-renewal at any time by contacting us on **01242 531172** or by email at Marinecs@Towergate.co.uk.

If you tell us that you do not wish for your policy to renew automatically when it is due, you will need to contact us prior to your renewal date to ensure that you remain insured. If you do not contact us to renew, your policy will cease from the renewal date and cover will no longer be in place.

Debit or Credit Card

Please call us on **01242 531172** and we will take your payment over the phone. No charge is made for payment by credit or debit card. No charge is made for payment by credit or debit card. We are unfortunately unable to accept American Express cards.

Direct Bank Transfer

Paying by direct bank transfer is easy and means you don't incur any additional charges. Please send your payment to our client bank account:

Bank: Lloyds Bank plc
Sort Code: 30-97-51
Account Number: 68203960
Account Name: AIBL RE RETAIL MARINE INSURER TRUST

Please ensure that you include the reference **MANX31SL01** in your payment details to identify your payment to us.

If these payment methods are unsuitable, please contact us as soon as possible to discuss

Our payment terms are included in the accompanying Terms of Business.

Our Understanding of your Demands and Needs

We understand that you require cover to protect your Yacht and you wish to purchase a policy to fulfil these requirements.

Your Insurance Requirements and our Personal Recommendation

Based on the information provided by you, we have assessed the levels of cover and additional cover options you require. We are recommending this policy as it provides the level(s) of cover and policy features required to meet your individual circumstances which are set out in your policy schedule.

Please make one final check that your sums insured/limits of indemnity are adequate as claims payments could be proportionately reduced if any sums insured are too low.

Special Conditions/ Limitations

Please refer to the enclosed policy schedule for details of any special conditions, limitations or endorsements that apply.

Document Review

Please review the attached documents to ensure that the insurance policy satisfies your insurance requirements, and let us know if there are inaccuracies, or if it doesn't meet your requirements in any way. If you require advice on any aspect of cover, or the relevance of the cover to meet your needs, please contact us.

Please refer to the policy schedule for details of sums insured / excesses / conditions and for full details of the insurance policy cover, please refer to your policy wording.

Your duty in relation to the questions asked

Please take reasonable care to answer all the questions honestly and to the best of your knowledge and provide full answers and relevant details. If you have not answered the questions honestly or to the best of your knowledge then your policy may be cancelled, or your claim rejected or not paid in full. If anything is incorrect or has changed, or you have any questions, please let us know so that we can update your insurance requirements if needed.

IMPORTANT - For the full wordings of special conditions, exclusions, limitations and all other conditions, please refer to the Policy Document and Schedule. Most policies contain certain conditions, sometimes called warranties, endorsement or subjectivities. Failure to comply with a condition of your policy can result in a claim not being paid, or only part paid. The Insurer cannot only reject your claim but in certain circumstances void the policy as a whole.

How we've chosen this policy for you

We have offered you this policy from one Insurer as they are our preferred provider for this Marine Insurance product.

What we do for you

On your behalf we establish your insurance requirements, find a product to meet your needs and provide you with the key features of that policy. We arrange cover for you and handle and settle claims on behalf of the Insurer.

Charges for making changes or cancelling your policy

If you make any changes to your policy, we will charge you a fee of £7.50.

If you cancel the policy, you will be charged £30.00.

This is in addition to all other charges imposed by the Insurers or specified in our current Terms of Business. Any other charges will be discussed and agreed before being made. Our fees/commission are non-refundable even if you cancel your policy.

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Optional Additional Product(s) you have chosen to include

You have chosen to include the following Optional Additional Products in your policy. For more information about the terms, exclusions and conditions applicable please refer to the Policy Wording and Insurance Product Information Document(s). If you want to change your mind, we can remove these products from your policy.

Product	Insurer	Premium (Including Insurance Premium Tax)
Marine Legal Protection		
Cover for marine related legal issues	Inter Partner Assistance	£14.75
<ul style="list-style-type: none">• Uninsured loss recovery, personal injury pursuit, prosecution defence, identity fraud• Contract disputes• Emergency expenses• Breakdown costs		

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Yacht Insurance Policy Schedule

Your Policy Number: MANX31SL01
Period of insurance: 19/06/2024 to 18/06/2025

Your Details

Proposer 1: Mr Nick Martin
Address: 10 Park House
Richmond Hill
Richmond
TW10 6RA

No Claims Years: 6 or more years

Craft Details

Make & Model: Jeanneau Sun Fast 3600
Name:
Year Purchased: 2018
Year Built: 2014

Next out of water survey due prior to renewal in 19/06/2049

Cover

Part A – Your Cover	Included
Part B – Cover Extensions	
Contents	Not Included
Personal Belongings	Not Included
Personal Accident	Included
Racing Risks	Included
Machinery Failure	Not included
Protected No Claims Bonus	Included
Part C – Liability	Included - £5,000,000

Excesses

Policy Excess (Part A)	£350
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Additional excesses may apply – please see Special Conditions/Limitations (Endorsements) section below

Insurer (Part A, B, C)

Navigators & General

Navigators & General is a trading name of Zurich Insurance Company Ltd. Underwritten by Zurich Insurance Company Ltd. A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114, registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales no BR000105. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ. Zurich Insurance Company Ltd is authorised and regulated in Switzerland by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Our firm reference number is 959113.

Part D – Legal Expenses

Included

Insurer

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.

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Sums Insured

Insured Item	Sum Insured
Part A	
Hull and Machinery (Market Value)	£160700
Total (Part A)	£160700
Personal Belongings Sum Insured (Unspecified) <i>A single item limit of £300 applies</i>	£0
Total Personal Belongings (Part B)	£0
Total Sums Insured	£160700

Please make one final check that your sums insured/limits of indemnity are adequate as claims payments could be proportionately reduced if any sums insured are too low.

Special Conditions/Limitations (Endorsements)

Endorsement 3 – MDL Marina Benefits

No excess charged in marina and no claims bonus protection for any losses/claims sustained in the marina. Free tender insurance up to £2000 and associated outboard up to £1000. Cover for loss of keys and misfuelling (£500 limit for any one claim) - Up to £2000 per year. Up to £1500 repatriation to return owner and their family home. Up to £5000 loss of berthing fees. Host cover – accidental loss or damage covered up to £5000. No excess charged in marina and no claims protection in marina is also applicable if the loss occurs in a marina that is part of the freedom berthing scheme.

Endorsement Z

Marine Finance with SGB Finance - General Yachting & Leisure LTD

Premium

Premium	£ 2,864.20
Legal Expenses	£13.17
Insurance Premium Tax at 12.00%	£345.28
Total*	£3222.65

*Please note this does not include any applicable service charge. Please refer to your cover letter for the full premium breakdown and total amount payable.



BOAT INSURANCE - YOUR STATEMENT OF FACT

This is an important document and you must read it in full

The Statement of Fact is a record of the information you have given us. The information is used to calculate your premium and apply terms and conditions to your policy. Please carefully review the information contained in this document, if any of the information is incorrect or incomplete you must advise us immediately. If you fail to do so, your policy may be cancelled or treated as if it never existed or your claim may be rejected or not fully paid. It may also affect your ability to obtain insurance in the future. If any of the information contained changes in the future, you must advise us immediately.

Policy Reference: MANX31SL01

Insurance Start Date: 19/06/2024

Your personal details

Proposer 1:	Mr Nick Martin
Address:	10 Park House Richmond Hill Richmond TW10 6RA
Date of birth:	16/03/1966
Occupation	Sales Director
Contact telephone number	07802200089
Email	nick_martin@mac.com
Boating experience:	More than 3 years
Boating qualifications:	Other / None

Additional policy holders

There are no additional policy holders

Declarations

The following information is true to the best of my knowledge and belief:

All users are capable of operating the craft safely.

The applicant or person(s) to be insured do not have unspent criminal offences or convictions.

The applicant or person(s) to be insured have not had insurance refused, declined or cancelled.

The applicant or person(s) to be insured have not been declared bankrupt, entered into an Individual Voluntary Arrangement (IVA) or had a County Court Judgement (CCJ) registered against them.

Your craft is/are professionally built and in a good state of repair.

Your craft is/are not used for any commercial activities.

Craft Details

Craft type:	Yacht
Make:	Jeanneau
Model:	Sun Fast 3600
Name:	
Length:	10.01m - 11.00m / 32ft 10" - 36ft 1"
Year built:	2014
Year purchased:	2018
Hull material:	GRP
Original price paid including all equipment:	£150000
Your craft is not registered/flagged	

Power

Your craft is inboard powered
You have not specified any outboard engines

Berthing and Use

Where kept when not in use: Kept ashore - not in a marina
Cruising area/range: UK inland/coastal waters- continental waters
between Brest/E

You do not live aboard your craft

Cover

Policy Excess: £350

You have specified the following sums insured:

Boat including equipment:	£160700	Market Value
Personal Belongings:	£0	
Specified high value personal belongings (see below):	£0	
Total sums insured:	£160700	

Specified high value personal belongings:

None

Policy Extensions

Personal accident cover is included
Machinery failure cover is not included
Racing risks are included
No claims discount protection is included

Optional Additional Products

Marine Legal Cover is included

Previous Losses & Claims

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Number of years of no claims: 6 or more years

You or any joint policyholder or persons to be named on this insurance have had claims/losses in the last 5 years. These are shown below:

Date	Cause	Amount	Settled
22/07/2023	Accidental Damage		No

Freedom Sailing

Insurance Product Information Document

Administered by: Towergate Insurance

Product: Boat Insurance

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This document is a summary of the insurance contract. Please see the policy documents for the full cover, terms, conditions and limits of the insurance contract.

What is this type of insurance?

This insurance protects your vessel and your liability to other people, including passengers on your vessel. Cover applies whilst your vessel is in commission or when it is laid up, provided you use it within the cruising limits you have chosen.



What is insured?

Part A – Your Cover

- ✓ Loss of or damage to your insured property shown in your schedule
- ✓ Towing your vessel behind your car or while it is carried by a professional haulier if the craft is no more than 9 metres in length
- ✓ Salvage costs if your insured property is involved in a loss you are insured for
- ✓ Sighting costs if your insured property is involved in a grounding, even if there is no damage found

Part B – Cover Extensions – only applicable if shown as 'included' in your policy schedule

- Personal Accident
- Personal Belongings
- Vessel Contents
- Marina Benefits
- Racing Risks
- Agreed Value
- Protected No Claims Discount
- Machinery Failure

Part C – Liabilities to Third Parties and Passengers

- ✓ Death or injury caused to passengers on your vessel, or to other people
- ✓ Damage you cause to any other property
- ✓ Other people using your vessel with your permission
- ✓ The maximum amount we will pay is shown in your policy schedule

Optional Additional Cover – only applicable if shown as 'included' in your policy schedule

- Part D – Marine & Home Legal Protection Insurance



What is not insured?

Part A – Your Cover

- ✗ Theft of your outboard motors if they are stolen from the vessel unless they are securely fastened by an outboard motor lock as well as their normal fitting device
- ✗ Theft of your trailer and any insured property on it, unless the trailer is secured with a wheel clamp or trailer hitchlock
- ✗ Loss or damage to masts, spars and fittings, sails and standing or running rigging while you are racing your vessel (unless agreed by us)
- ✗ 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

Part B – Cover Extensions – only applicable if shown as 'included' in your policy schedule

Personal Accident

- ✗ For anybody over 75 at the time of the accident
- ✗ If you and/or any passenger is under 16 years of age at the time of the accident, the benefit of 'Death' is limited to £10,000
- ✗ The most we will pay any one person for any one accident is £25,000 but not more than £100,000 in total during any period of insurance

Personal Belongings

- ✗ The most payable for any single item is £300, unless noted in your schedule with a sum insured against that item
- ✗ Loss of money, travellers' cheques, credit or debit cards and theft of, or loss of, or damage to mobile phones, personal computer equipment, jewellery and watches
- ✗ Theft unless following forcible and violent entry to or exit from the craft, unattended road vehicles or places of storage

Vessel Contents

- ✗ Loss or damage caused while the vessel has been left unoccupied for more than 45 days in a row

Part C – Liabilities to Third Parties and Passengers

You are not insured for liability arising from:

- ✗ anyone you employ
- ✗ an employee of anyone using your vessel
- ✗ fare paying passengers (unless we agree)
- ✗ any person employed in the marine trade who uses your vessel



Are there any restrictions on cover?

- ! The value of the claim must exceed the excess amount on your policy, this amount can be found on the policy schedule
- ! Any amount exceeding the sums insured and/or limits stated in the schedule
- ! You should not use your craft outside of the cruising range noted on your policy
- ! We will not pay for any excess that is shown on your policy schedule
- ! You are not insured for any use other than private and pleasure unless it is shown in your schedule
- ! You are not insured to use your vessel as a houseboat (unless we agree)



Where am I covered?

- ✓ Your cruising range will be noted within your policy schedule, with the limits explained within the policy wording



What are my obligations?

- Sums insured must always be maintained at a value that represents the full market value of the craft insured
- You must take reasonable care to give us complete and accurate answers to any questions we ask – whether you're taking out, renewing or making changes to your policy
- You must inform us as soon as reasonably possible if there is any change to the information you have supplied to us
- You must tell us as soon as reasonably possible of any event that you may wish to make a claim for
- These include your duty to take reasonable steps to protect your insured property from loss or damage and keep your vessel in a seaworthy condition



When and how do I pay?

You can pay your premium all at once or monthly by Direct Debit (an instalment charge will apply). Payment options should be discussed with your insurance adviser.



When does the cover start and end?

This policy is for 12 months. The dates of cover will be specified on your policy schedule.



How do I cancel the contract?

Contact Towergate Insurance at:

Towergate Insurance
Ellenborough House
Wellington Street
Cheltenham
GL50 1XZ

Tel: **01242 531172**

You have 14 days to change your mind about this insurance. The 14 days starts from the day you received your policy booklet, or the day you bought the insurance contract, whichever is the later.

We will only refund part of your premium if you sell your vessel, we will not refund your premium for any other reason.

If you cancel your policy and have made a claim during the current period of insurance, we will not refund your premium.

If you have not made a claim during the current period of insurance and cancel your policy (after the first 14 days) we will retain an amount of the premium in proportion to the time you have been on cover and return the balance to you.

Towergate Marine

Insurance Product Information Document

Administered by: Arc Legal Assistance Limited

This insurance is managed and provided by Arc Legal Assistance Limited and underwritten by AmTrust Europe Limited.

Arc Legal Assistance Limited is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958.

Product: Marine Legal Protection

Underwritten by: AmTrust Europe Limited

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.

This document summarises the key features of your insurance policy. It is not tailored to individual needs and so may not provide all the information relevant to your cover requirements. Complete pre-contractual and contractual information is provided in other documents.

What is this type of insurance?

Marine Legal Protection provides insurance to cover up to:

- £200 for claims under the Breakdown Costs section of cover;
- £1,500 or claims under the Emergency Expenses section of cover (Not applicable to the Freedom Cruise policy);
- £2,500 or claims under the Temporary Replacement Costs section of cover (Note – this cover is only applicable to Freedom Cruise policy);
- £25,000 for claims under the Contract Disputes and Family Legal Expenses sections of cover; and
- £100,000 for claims under any other section

For advisers' costs for certain types of legal action(s) as detailed in this document, your policy wording and your insurance schedule.



What is insured?

We'll cover a legal advisers' costs to help you pursue or defend a claim in the following situations:

- **Uninsured Loss Recovery:** 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.
- **Personal Injury:** To pursue damages claims arising from a collision, impact, fire or flooding whilst you are in, boarding or alighting your boat against those whose negligence has caused your injury or death.
- **Contract Disputes:** To pursue or defend a legal action following a breach of a contract you have for buying goods or services for your use in connection with your boat including the purchase or sale of your boat, if purchased brand new.
- **Prosecution Defence:** To defend a legal action in respect of a criminal offence arising from your ownership or use of your boat.
- **Identity Fraud:**
 - 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.
 - 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.
 - 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.
- **Emergency Expenses (Not applicable to the Freedom**



What is not insured?

The policy does not provide cover for:

- ✗ **Pre-Inception Incidents:** We won't cover events that started before the policy began.
- ✗ **Prospects of Success:** We won't cover any legal action if there are no prospects of success. This is where you do not have a 51% or greater chance of winning the case and achieving a successful outcome.
- ✗ **Minimum Amount in Dispute:** We won't cover claims for Family Legal Expenses – Consumer Pursuit or Defence if the amount in dispute is less than £250 (plus VAT). We also won't cover claims where the amount in dispute is lower than the estimated advisers' costs to act for you.
- ✗ **Conflicts:** We will not cover any claims relating to disputes with anyone else insured under the policy nor any costs covered by another insurance policy.
- ✗ **Approved Costs:** We will not cover any advisers' costs or any other costs and expenses incurred which have not been agreed in advance or are above those for which we have given our prior written approval.



Are there any restrictions on cover?

- ! **Excess:** You are responsible for the first £1,000 of any claim under the Uninsured Loss Recovery, Personal Injury Pursuit, Contract Disputes, Prosecution Defence, Identity Fraud, and Family Legal Expenses sections of cover, unless you agree to appoint our panel solicitor in which case the excess will be reduced to nil.
- ! **Qualifying Period:** There is 90 day qualifying period for claims for Family Legal Expenses – Employment Disputes, and a 180 day qualifying period for claims for Family Legal Expenses - Property Infringement. We will not cover any incidents arising within this time.
- ! **Your Own Advisers' Costs:** Once court proceedings are issued, or in the event that a conflict of interest arises; you're welcome to use your own legal representative, but

Cruise policy):

- Emergency expenses that you have paid to return to the UK, CI, IoM in the event that your boat is damaged in an accident, impact, fire or flooding rendering it unseaworthy whilst your boat is outside of the UK, CI or IoM;
- Emergency expenses that you have paid to travel from the UK, CI, or IoM to return to your boat whilst it is outside of the UK, CI or IoM following repairs within four months of the date of the original accident which caused your boat to become unseaworthy.
- **Breakdown Costs:** Breakdown costs you have incurred following a mechanical breakdown to the vessel which renders it unseaworthy whilst away from your boat's home berth.
- **Temporary Replacement Costs (This Cover is only applicable to the Freedom Cruise policy):** 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 pre-booked prior to the insured event.
- **Mooring Disputes (This cover is only applicable to the Freedom Cruise policy):** To pursue or defend a legal action following a dispute over the recorded moorings of your vessel.

The following section of cover is operative if you have declared that you liveboard your craft

- **Family Legal Expenses:**
- **Consumer Pursuit:** To pursue a legal action following a breach of a contract you have for buying or renting goods or services for your private use.
- **Personal Injury:** To pursue legal action for financial compensation for damages following an accident resulting in your personal injury or death against the person or organisation directly responsible.
- **Employment Disputes:** To pursue a legal action brought before an Employment Tribunal (or its equivalent in Scotland or Northern Ireland) against an employer or ex-employer for a breach of your contract of employment.
- **Property Infringement:** To pursue a legal action for nuisance or trespass against the person or organisation infringing your legal rights in relation to your main home.
- **Consumer Defence:** To defend a legal action brought against you following a breach of a contract you have for selling goods (in a private capacity) for the private and personal use of another person.

we won't cover any costs in excess of our standard advisers' rates.

! **Withdrawn claims:** If you withdraw from the legal action without our consent, you're responsible for any advisers' costs.



Where am I covered?

- ✓ Claims which arise, or where proceedings are brought in:
- ✓ **Uninsured Loss Recovery, Personal Injury Pursuit and Breakdown Costs:** The cruising range area shown in the hull policy to which this cover attaches.
- ✓ **Family Legal Expenses:** The United Kingdom
- ✓ **All other sections:** The United Kingdom and Member states of the European Union



What are my obligations?

- You must notify claims as soon as possible once you become aware of the insured event and within no more than 180 days of you becoming aware of the insured event.
- You must supply, at your own expense, all of the information which we reasonably require to decide whether a claim may be accepted.
- You shall supply all information requested by the adviser and us.
- You must gain our consent before incurring any legal advisers' costs.



When and how do I pay?

You can pay for your insurance in one lump sum with a debit / credit card or in monthly instalments by direct debit. If you pay by instalments, a credit charge will be applied.



When does the cover start and end?

The policy is for 12 months. The dates of cover will be specified on your policy schedule.



How do I cancel the policy?

You can cancel the policy at any time by calling Towergate on **01242 531100** or writing to us at: Towergate Insurance, Ellenborough House, Wellington Street, Cheltenham, GL50 1XZ. A refund would only be due if the policy is cancelled within 14 days of taking out the insurance provided no claim has been made. More information about your cancellation rights, applicable administration charges and the reasons we can cancel the policy are included with your policy documents.

TOWERGATE PREMIUM INSTALMENT PLAN

What you need to know...

You have received this document as we have offered you the option to pay your premium in instalments.

Towergate works exclusively with Premium Credit Limited (PCL) to provide your instalment plan.

What does this mean? <ul style="list-style-type: none">✓ Towergate acts as a Credit Broker and we are not the actual lender; the lender is Premium Credit Limited.✓ Your premium instalment plan is funded by a credit agreement, so we can offer you one simple method of payment for one or more products you may have with us.✓ You are always free to choose how you pay for any products you have with us. If you would prefer to pay in a different way, either now or later, then please get in touch with us as soon as possible.✓ We will not charge you a fee for introducing you to PCL, but we do receive commission as a percentage of the total annual amount of credit financed from PCL directly. You can request details of this at any time.	Are there any restrictions in your service? <ul style="list-style-type: none">✓ As we only work exclusively with PCL, we are only able to offer you information about this option.✓ In some cases, insurers may provide their own instalment plan for a product and where this is the case, we will do our best to notify you of this and provide details of their plan to you.✓ We cannot advise or recommend if this is the payment option most suited to you and you must take the time to ensure it is appropriate to your needs and regular payments are affordable.
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Your regular payment commitments and fees and charges applying under PCL's credit agreement.

What does this mean? <ul style="list-style-type: none">✓ Charges for using the PCL facility are shown in the next section. You will also receive an individual payment plan from PCL.✓ You will also be advised of the APR to enable you to consider costs of credit relative to other forms of credit you may have access to.✓ Fees and charges may change at each renewal. You should check when renewing your policy that the terms remain appropriate for your needs.✓ If this is a new agreement, you have within a 14-day period to change your mind and withdraw from the agreement without penalty. After this time, additional fees will be incurred.	What are PCL's charges under the credit agreement? <ul style="list-style-type: none">✓ PCL will apply a charge for providing a Payment Instalment Facility, this is shown as the 'Transaction Fee' and the amount will be detailed in our Payment Schedule together with a representative Annual Percentage Rate (APR). The Transaction Fee is calculated as a percentage of the loan amount.✓ Facility Fee of £5 is added to your first instalment at new business and any subsequent renewal if amount funded is £100 or more.✓ Changing your payment date is possible and if this is requested after the first instalment has been collected, no charge will apply.✓ Not returning your signed credit agreement within 27 calendar days of receipt will result in a charge of £25.00.✓ Failure to make a payment when due - £25.00 for each missed monthly instalment✓ There are no early repayment or cancellation fees or charges
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The application process and how your information will be used as part of this process.

How will my application be assessed?

- ✓ Credit is always subject to financial circumstances and status.
- ✓ You should inform us and PCL of any particular difficulties you may foresee in making repayments during the contract.
- ✓ In order to enter into PCL's credit agreement, you must be resident in the UK, aged 18 years or over, hold a bank or building society current account which can support Direct Debit payments and have not been declared bankrupt.
- ✓ PCL may use a credit reference agency that leaves a record of the search or obtain further information about you (or your business, if applicable) to carry out credit worthiness checks and other checks required by law.
- ✓ PCL are able to provide you with details of any credit reference agency consulted, should this information be required.

How will my data be handled as part of this process?

- Your personal information, including bank details will be passed onto PCL in order to set up and manage your instalment plan with you.
- ✓ PCL may provide periodic updates to us in order that we can monitor their service and they inform us of any difficulties you may have in making payment so we can take steps to ensure your cover remains in force.
 - ✓ Unless you inform Towergate or PCL otherwise, PCL will mostly communicate with you in an electronic format, using either your email address or their online portal; this will also allow you to sign your credit agreement electronically and manage your plan; reducing paper and supporting PCL's environmentally friendly approach.
 - ✓ If you have any objections or concerns regarding the way in which your data is handled or the credit checks undertaken, then please contact us or PCL at any time.

How will my insurance policy impact my credit agreement with PCL?

Changes to your policy.

- ✓ If you make a mid-term change to your policy, we will always inform you of the change in insurance premium and any associated insurance charges.
- ✓ Most changes to your insurance premium can also be accommodated within the credit agreement and if you select this option PCL will send you a revised payment schedule up to your renewal.
- ✓ If you would prefer to pay any additional premium in a one-off payment instead, then please let us know at the time of making the change.
- ✓ If you change insurance brokers, please inform us and PCL as soon as possible. If your new broker has an arrangement with PCL, they may be able to continue your plan with you. If this is not the case, then PCL may require you to repay any outstanding balances relating to your existing insurance Policies within 14 days.

Your credit when your insurance renews.

- ✓ Unless you advise us ahead of renewal, your instalment plan with PCL will always continue.
- ✓ However, as the interest rate/APR%, fees and charges can change, please check your renewal documentation to ensure these remain appropriate for you.
- ✓ Please contact us ahead of the renewal date if you would prefer to pay by an alternative method to avoid paying any charges applicable under the credit agreement.

Failure to make payment when required and useful information about PCL and their credit agreement.

What if I fail to make payment when due?

- ✓ Please contact PCL immediately if you are having payment difficulties or think that your payment may not be made as planned. PCL are best placed to discuss any suitable options with you, which could avoid additional charges or more serious consequences.
- ✓ Non-payment may mean that your agreement is terminated and must pay the full outstanding balance.
- ✓ If you continue not to pay, legal proceedings may be taken against you incurring additional costs, charges and possibly leading to a County Court Judgment (a CCJ).
- ✓ Non-payment may be reported to credit reference agencies which can adversely affect your credit rating and you may find it more difficult to obtain credit, insurance or other products in the future.
- ✓ Towergate will also be advised if you miss your payments, this may result in the cancellation of any Insurance Policies financed using PCL.
- ✓ Any refund of premium arising from the cancellation of your insurance policy will be used to repay any monies you owe PCL or, where we have paid PCL, any monies you owe us.
- ✓ We may take separate action against you to recover any shortfall relating to your insurance premiums and associated charges.

What if I need to contact PCL directly?

- ✓ You can contact PCL at any time should you wish to clarify any details of their credit agreement or have any questions or concerns you may wish to raise about their service, for ease their details are below:

PCL Address - Operations Centre, Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX

Telephone Number - 0344 736 9836

Website - www.premiumcredit.co.uk

PCL is also authorised and regulated by the Financial Conduct Authority (FCA), their status can be checked by visiting the FCA website (<https://register.fca.org.uk/>) and their credit agreement is subject to English Law.

Other Important Information

In the event of insurer insolvency, PCL may use any money received from the Financial Services Compensation Scheme (FSCS) to repay all or part of any outstanding balance due under the credit agreement.

If you have any questions or queries, please do not hesitate to contact your Towergate representative.



Our service terms

Consumer Terms of Business

Towergate Insurance Brokers is a trading name of Advisory Insurance Brokers Limited
Registered Office: 2 Minster Court Mincing Lane, London, EC3R 7PD
Authorised and regulated by the Financial Conduct Authority
Version: May 2023

Version: May 2023⁷

Contents

Important Information and Terms of Business	29
1. What this document is for	29
2. Who we are.....	29
3. The services we offer	30
4. What we charge and how we get paid.....	30
5. Why it is important to tell us as much as you can	32
6. Paying for your insurance policy in full	32
7. Paying for your insurance policy in instalments	32
8. Cancelling or making mid-term changes to your insurance policy	33
9. Making a claim or reporting a potential claim against your insurance policy	34
10. Renewing your insurance policy	34
11. How we hold your money	35
12. Conflicts of interest.....	36
13. Confidential information.....	36
14. Use of personal data.....	36
15. Financial crime.....	38
16. Complaints and compensation	38
17. Financial Services Compensation Scheme	39
18. Limitation / Exclusion of liability.....	39
19. Termination of these Terms	40
20. No waiver or amendments and our right to assign.....	41
21. Insurer solvency	41
22. How to contact us.....	41
23. Third party rights.....	41
24. Severability	42
25. Governing law and jurisdiction	42

Important Information and Terms of Business

1. What this document is for

- 1.1 This document sets out the terms on which we agree to act for you when we are instructed to provide services to you. We will refer to it as the “Terms”.
- 1.2 These Terms replace all proposals and prior discussions and statements, whether oral or written, between us relating to our appointment as your agent in connection with the setting up and managing of your insurance.
- 1.3 If you do not wish to be bound by these Terms then you should not instruct us to set up, renew or otherwise deal with your insurance needs.
- 1.4 We recommend that for your own benefit and protection you should read these Terms carefully as they contain details of our statutory and regulatory responsibilities and your contractual obligations. It is a legal document, but we have tried to make it as easy to read as possible. If there is anything in these Terms that you do not understand please ask us for further information.

2. Who we are

- 2.1 In these Terms references to “we” or “us” are to the firm whose details are set out in the covering letter or report that accompanies these Terms. We are an independent insurance intermediary – this means we are not owned by an insurer, and we do not insure you, but work as the link between you and the insurer to set up your insurance.
- 2.2 We are part of the Ardonagh Group (www.ardonagh.com).
- 2.3 We are authorised and regulated by the Financial Conduct Authority (“FCA”). Our details can be found on the covering letter that accompanies these Terms and can be checked on the FCA Register at the FCA website <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768.
- 2.4 Our FCA authorisations mean that we are allowed to:
 - recommend insurance policies;
 - set up insurance policies;
 - assist with the managing of insurance policies,all in connection with general insurance; and
 - act as a credit broker for introducing customers who wish to pay for their premiums by monthly instalments to lenders or other finance providers.
- 2.5 Certain parts of the Ardonagh Group act as a managing general agent. This means that parts of the Group have been given authority from insurers to perform a range of services on their behalf and we may receive commission and/or fees from those insurers for these services. These services can include the managing of insurance policies, the handling of claims for certain classes of business and, in some instances, agreeing and issuing insurance contracts on behalf of those insurers.

2.6 The Ardonagh Group also includes business units which act in the capacity of manufacturer/co-manufacturer including pricing, design or development of insurance policies on behalf of insurers. Such products may be marketed as products of the Ardonagh Group, but will always be placed with an insurer outside of the Ardonagh Group.

3. The services we offer

3.1 Our services will normally include:

- assessing your insurance needs;
- recommending an insurance solution to meet those needs;
- on your instructions, setting up insurance cover with insurers;
- issuing policy documentation to you;
- helping you with any ongoing changes you wish to make to your insurance; and/or
- helping you make a claim.

3.2 We will try to ensure that the products or services we offer you match your stated requirements. We will try to identify your insurance needs based upon information which you provide to us. If we cannot match your requirements, we will explain the differences in the product or service we can offer you and will aim to provide you with enough information so you can make an informed decision about your insurance. Where we are not providing advice or a recommendation, we may ask you some questions to narrow down the selection of products we will provide details on. You will then need to make your own choice about how to proceed.

3.3 We will explain the main features of the products and services we offer you, including details of the insurer, the main details and benefits of cover, any unusual restrictions or exclusions, any significant conditions or obligations which you must meet, and the period of cover.

3.4 If you need extra time to consider the products or services we have offered you, we will try to:

- confirm how long you have to accept the insurance on the terms we have offered;
- give you a written quote if you request one, including all the information we believe you need to make an informed decision; and/or
- provide you with a sample policy if you ask for one.

3.5 We might provide some of the services through other members of the Ardonagh Group.

4. What we charge and how we get paid

4.1 We may receive remuneration in respect of the placement, or renewal, of your insurance in the form of fees paid by you, in addition to the premium and/or commission agreed with insurers and forming part of the premium paid by you.

4.2 We will provide you with information on the nature and amount of the fees we charge before arranging, or renewing, your policy, and will also on request provide details of the commission we earn for that placement or renewal.

- 4.3 We may also charge you an administration fee for making a change to, or for cancelling, your insurance policy. The amount of such fee will be confirmed in writing to you prior to the change to your policy being made or cancellation of your policy.

Additional services

- 4.4 We may carry out services other than the placement, renewal, administration or cancellation of your insurance. Where we have agreed with you to provide such additional services, we shall be entitled to charge a fee. The amount of such fee will be confirmed in writing to you prior to such service being provided.

Other earnings

- 4.5 We may receive payments from insurers with whom we have arranged your insurance or from other third parties in connection with the insurance arranged for you, including:

- where agreed by the insurers, we will obtain additional payments or fees from them for services we provide for them which are unconnected with any specific customer transaction;
- if the type of policy we sell reaches the specific sales and/or profitability targets set by the insurers, they may also pay us an additional bonus;
- referral fees where you have agreed to additional third party services (including, without limitation, valuation services), which are related to the insurance set up for you, and where such fees have been agreed by those providers;
- where you have taken out a finance agreement to pay for your insurance policy, commission from the lender which will usually be calculated as a percentage of the total annual amount of credit financed; and
- interest and investment returns when we temporarily hold money on behalf of you or the insurer.

- 4.6 Where our underwriting division or another Ardonagh Group company are involved in arranging and/or servicing your insurance business, the remuneration which we or they receive in connection with such services is separate from the commission or fees which we receive as your broker. For the avoidance of any doubt any remuneration received by our underwriting division or such other Ardonagh Group company in connection with such services shall be retained by our underwriting division or such other Ardonagh Group company. Further, where we have agreed in writing to waive the commission or fees which we would have received as your broker, such waiver shall not apply to remuneration earned by our underwriting division or such other Ardonagh Group company.

- 4.7 **You have the right to request information regarding any payment that we may have received by setting up and renewing each of your insurance policies. For contact information, please use the contact details on the letter or report that accompanies these Terms.**

Our fees and commission are non-refundable even if you cancel your insurance policy.

- 4.8 Unless otherwise stated in writing by us prior to arranging or renewing your insurance policy and except as stated in paragraph 8, we will be entitled to retain all fee and/or commission payments made to us, and claim from you any unpaid fees and/or

commission we earn, in relation to your insurance policy including any commission resulting from any additional premium payable during your cover period. The circumstances in which this applies includes where the actual period of insurance is less than the full term, or you terminate these Terms before the expiry of any policy arranged by us on your behalf.

5. Why it is important to tell us as much as you can

- 5.1 When we set up your insurance we, and the insurers, will ask questions which you are required to answer. You must take reasonable care to answer all the questions accurately, to the best of your knowledge, and provide full answers and relevant details. You should also let us know if anything changes from what you have previously told us and the insurers.
- 5.2 If you do not answer the questions posed to you or do not do so accurately, insurers may have the right to impose different terms, reduce the amount of any claim payable or not pay it at all, cancel the insurance contract and in certain cases treat it as if it never existed.
- 5.3 If you are in any doubt or need further information, please tell us or speak to your usual Towergate contacts (see “How to contact us” at paragraph 22 below).

6. Paying for your insurance policy in full

- 6.1 Unless you arrange to pay for your insurance policy by monthly instalments (see paragraph 7), our payment terms are as follows:
- new policies – full payment of premium and fees on or before the start date of the insurance policy;
 - mid-term adjustments to existing policies – full payment of any additional premium and fees on or before the date the change applies from; and
 - renewals – full payment of premium and fees before the renewal date.
- 6.2 We normally accept payment by bank transfer, debit or credit card, or monthly instalments. If we haven't already given you the relevant details, they are available on request.
- 6.3 If you fail to pay any premium or other fees due within the payment terms, your insurance policy may be cancelled from the start date or renewal date (as applicable) and any claims submitted may be rejected. Where you still owe payments, you may also be liable for any extra costs incurred to recover the outstanding amount owed to us or a third party appointed to recover the payment (in which case that third party will charge you directly).

7. Paying for your insurance policy in instalments

- 7.1 We cannot advise or recommend how you should pay for the insurance policies we arrange for you, but you may prefer to pay for your insurance in instalments as part of a credit agreement. We can offer you the option to do this through a third-party provider.
- 7.2 Any third party finance provider is not part of the Ardonagh Group but is a separate entity authorised and regulated by the Financial Conduct Authority. If you do choose

to pay your premium by instalments we will provide you with further information about your credit agreement and other important information within a document headed "YOUR PREMIUM INSTALMENT PLAN – What you need to know". Every effort will always be made to provide you with enough information, but please contact us if we can clarify anything for you.

- 7.3 We will only pass your details to a third party finance provider if you give us an instruction to do so. If your application for credit is accepted, you will receive a welcome letter, pre-contractual information, and a credit agreement. It is important to take the time to read the information sent by the third party finance provider and if you have any questions about the agreement you can contact us or the provider directly.
- 7.4 Where you are paying for your insurance by instalments as part of a credit agreement and an instalment payment is not received on or before the date when it is due to be paid, you agree that if we are instructed to do so by the third party finance provider, we may on your behalf instruct the insurer to cancel your insurance policy (or where the first instalment payment has not been received, notify the insurer that the insurance policy has not been taken up). You also agree that we may offset any refund of premium which may be received against any money which you owe to us and/or to the premium finance provider under your credit agreement with it. In such circumstances you will remain liable for any sums due in respect of the time your insurance policy is in place or for any other charges that may arise. You will also be responsible for putting in place any alternative insurance.

8. Cancelling or making mid-term changes to your insurance policy

- 8.1 You can cancel or make changes to your insurance policy at any time simply by contacting us. Depending on when you cancel or what changes you make, different fees might be applied.
- 8.2 When you buy or renew your insurance policy, you will have either 14 or 30 days (the "Cooling Off Period") to cancel your insurance policy depending on the type of insurance that you have. Your Cooling Off Period will be set out in your policy documents. This Cooling Off Period starts on the day you buy the insurance policy or, if later, the day you receive the full terms and conditions of the insurance policy. We will always tell you which one applies when you buy the insurance policy.
- 8.3 If you cancel your insurance policy within the Cooling Off Period you will be charged for the period during which you were temporarily covered and other fees (such as an administration fee) may be applied by us or the insurer(s) to cover the costs incurred in setting up the insurance policy.
- 8.4 However, a Cooling Off Period will not apply to any insurance policies of less than one month duration or any single-trip travel policies.
- 8.5 If you cancel your insurance policy after the Cooling Off Period has ended or if you make changes to your insurance policy during its term which reduce the cover provided under the policy, we may charge you for our time and costs. This will result in us reducing any amount we refund to you by the full amount of the commission and fees we would have received had you not cancelled or amended your insurance policy. This is because the majority of our costs are incurred either in initially finding and setting up your insurance policy or in the annual renewal process when we might check the ongoing suitability of the cover the insurance policy offers you. These costs are recovered through the commission we earn. If you cancel your insurance policy, this

does not give us an opportunity to recover the costs we incurred and would often result in us making a loss. However, any charge we make will not exceed the cost of the commission and fees that we would have earned. Where the amount of the refunded premium is less than £10 (per policy) we will retain such amount, but where a mid-term adjustment or cancellation charge is made we will set it off against such charge. This paragraph does not otherwise affect any cancellation/refund rights which you may have.

- 8.6 You will find full details of the cancellation terms applicable to your insurance policy and any related charges that your insurer may apply in your policy documentation.

9. Making a claim or reporting a potential claim against your insurance policy

- 9.1 If you wish to make a claim or report a potential claim, please follow the instructions provided with your policy documentation, quoting your insurance policy number or other reference given to you.
- 9.2 If we need to be notified as well as, or instead of, your insurance company, we will have provided you with details and a telephone number at the time we sold you your insurance policy and/or in the documentation you received from us.
- 9.3 For some policies, insurers give us authority to act on their behalf in settling claims. In this case we will seek your permission for us to deal with such a claim.
- 9.4 It is essential that you notify us promptly if you find out about something that may mean a claim is made against your insurance policy. You must do this even if you do not believe you are responsible. If you do not tell us straight away, your insurer might refuse to accept a claim. If you receive any communication making allegations which could mean a claim is made against your insurance policy, you must pass it to us immediately, without replying to the person who sent it.

10. Renewing your insurance policy

- 10.1 We will write to you before the end of your insurance policy explaining what you need to do and, if we can renew your insurance policy, we will send you details of the cost and terms.
- 10.2 We may automatically renew the insurance policy where you have given us authority to do this to make sure you remain continuously insured. If we do, we will use the payment method you have provided to us. You can ask us to stop taking payments automatically or change your payment method at any time by contacting us, although if you cancel your policy the fees described in paragraph 8 may apply depending on whether you are in the Cooling Off Period.
- 10.3 If you do not tell us that you do not want to renew your insurance policy through us and you have not given us authority to automatically renew the insurance policy (per paragraph 10.2 above), we may assume, that you need us to extend the renewal date of the policy to protect your interests relating to what you have insured for a short period of time, during which we will seek to confirm with you whether or not you wish to renew your insurance policy. We are not under an obligation to extend the renewal date of your policy in these circumstances, and if you choose not to renew your insurance policy, you will not be liable to make payment to us and/or your insurer for the extended renewal period. In addition, if you have chosen to renew your insurance policy and you pay for this by direct debit or instalment payments, we will continue to accept payment

from you unless and until you specifically notify us or your insurer that you wish to cancel your insurance policy, and the fees described in paragraph 8 may apply depending on whether you are in the Cooling Off Period.

11. How we hold your money

- 11.1 Premium(s) and any other monies we may hold on your behalf, for example refund premiums and claim cheques received from an insurer, will be held in trust (by us on your behalf, separately from our money) until they are paid by us to your insurer or to you. This may be a statutory or a non-statutory trust account operated in accordance with FCA CASS 5 rules. In some cases, we act on behalf of insurers and in these instances we hold money as insurer money (it belongs to the insurer even while we're holding it). In these instances, we will hold any premiums that you pay to us as an agent of the insurer and these are treated as having been received directly by the insurer itself.
- 11.2 We will take commission earned from insurers in connection with your insurance only after we have received your premium or received it from a third party provider on your behalf, as applicable. This may occur before payment of the premium has been made to the insurer depending on the terms of business we have agreed with the insurer.
- 11.3 Where we receive money on your behalf, for example refund premiums and claim cheques received from an insurer, we will deduct any amount you owe to us before making any payment to you.
- 11.4 Where we hold money in a non-statutory client money trust we may use the funds in that account as a short-term credit facility to fund another client's premium before it is received from that other client and/or to pay claims and premium refunds to another client before we receive the same from an insurer. We always ensure that the total funds held in the non-statutory trust account comply with the FCA rules to ensure you are protected from loss.
- 11.5 Occasionally, as part of the process of finding an insurance policy that suits your requirements, we may pass your premium to another insurance intermediary who will also be required to hold your money in trust until the premium is deemed to have been received by the relevant insurer.
- 11.6 In accordance with the FCA rules, we may arrange to hold permitted designated investments with a value at least equivalent to the money that would otherwise have been paid into a separate client account. If we do this, we will be responsible for meeting any shortfall in our client money funds which is attributable to falls in the market value of those investments. Any interest earned on client money held by us and any investment returns on any segregated designated investments will be retained for our own use.
- 11.7 Between receiving any money from you and us passing it to insurers, and vice versa, we may remove it from the trust account in which it is held, to another account to earn interest or other investment income from it. In such an event the account in which it is placed will be set up with the same trust protection as the account from which it is removed. To improve the efficiency of our business and maintain the right protection to you we may wish to transfer your money between companies within the Ardonagh Group, including between entities that are regulated by the FCA. In such circumstances we may transfer any money we hold on your behalf to a new bank account with the same trust protections as the existing account to ensure that the protection afforded to

your money always remains in place. If bank account details are changed, you will be advised.

12. Conflicts of interest

- 12.1 As an insurance broker we usually act for you. Circumstances may arise where we find that we have a conflict of interest, or otherwise have a material interest in or related to a matter in which we are acting. For example, we may be asked to act on behalf of an insurer in the appointment of a loss adjuster or we may find that the interests of two clients for whom we act conflict.
- 12.2 We have conflict management procedures and we seek to avoid conflicts of interest, but where a conflict is unavoidable we will explain the position to you and manage the situation in a way which is designed to avoid prejudice to any party.
- 12.3 The insurance market is complex and there could be other relationships not described here which might create conflicts of interest. Whatever the circumstances, we will act in your best interests. If a conflict arises for which there is no feasible solution, we will withdraw unless you wish us to continue to act for you, and you provide us with your written consent to that effect.

13. Confidential information

- 13.1 We and you will treat information received from the other relating to these Terms as confidential and will not disclose it to any other person except as may be necessary to fulfil our respective obligations under these Terms or as required by any applicable law or regulatory authority.
- 13.2 For the avoidance of doubt we shall be entitled to disclose such information relating to you (where necessary) as part of the normal course of our business, to insurers or reinsurers, actuaries, auditors, professional agents, advisers, investors, shareholders, a person considering the purchase of our shares or business, members of the Ardonagh Group, or to persons in order to provide our service to you.

14. Use of personal data

- 14.1 To the extent that any personal data is processed under or in connection with these Terms, we (Advisory Insurance Brokers Limited) are the controller of such personal data for the purposes of the applicable data protection law. We are part of the Ardonagh Group of companies, and we may share personal data you provide to us within the Ardonagh Group (see <http://www.ardonagh.com> for further details of the Ardonagh Group).
- 14.2 In connection with these Terms we (or the Ardonagh Group) will use personal data to:
- assess and provide the products or services that you have requested (which may include the performing of a search with a credit reference bureau or data enrichment services, where necessary);
 - communicate in relation to servicing and administering your products;
 - develop new products and services;
 - undertake statistical analysis to help us improve our services and products;
 - contact customers about products that are closely related to those already held with us;

- provide additional assistance for these products or services; and
 - notify important changes to products and functionality changes to our websites.
- 14.3 Only where you have provided us with consent to do so, we may also from time to time use your information to provide you with details of offers relating to additional products and services from the Ardonagh Group. You may also contact us to withdraw this consent at any time.
- 14.4 When we process, store or disclose personal data in connection with these Terms (including in respect of any personal data belonging to a third party that you provide to us), as set out in our Privacy Policy (as described at paragraph 14.5 below) we:
- follow security procedures in line with industry practices;
 - retain and process such personal data as long as and to the extent necessary for the purpose of complying with our obligations under these Terms and our regulatory obligations; and
 - maintain appropriate technical and organisational measures (including data protection policies) to govern our use of and to protect such personal data.
- 14.5 Where you provide personal data belonging to a third party to us, you warrant that you have obtained the relevant authority and/or consent of that third party to provide such personal data to us for the purposes set out within these Terms. You should also ensure that the Privacy Policy below has been brought to the attention of the relevant third party. Full details of our processing activities are set out in the Advisory Insurance Brokers “Fair Processing Notice” (also referred to as the Ardonagh Group “Privacy Policy”) which can be accessed here: <https://www.towergateinsurance.co.uk/fpn/advisory-insurance-brokers/>.
- 14.6 The Privacy Policy, amongst other things, explains:
- who we are;
 - the types of personal data we process;
 - how we process it and for what purposes;
 - who we share it with; and
 - how long we keep it for.
- 14.7 It also provides information about the rights of individuals whose personal data we process.
- 14.8 If you or any relevant individual are unable to access this URL, the details set out in our Privacy Policy can be obtained by contacting the address or telephone number indicated in any recent correspondence or emails you have received from us.
- 14.9 In the event you or any individual whose personal data we process is unhappy with how we or the Ardonagh Group is treating their personal data or have any general data protection queries, such queries and complaints should be sent to our Data Protection Officer. This can be done via email to advisorydataprotection@ardonagh.com or in writing to The Advisory Data Protection Officer The Ardonagh Group, The Octagon, Colchester CO1 1TG, United Kingdom.

15. Financial crime

- 15.1 In providing our services to you, we will not engage in any activity which would breach any financial crime law, statute or regulation applicable to us. These include, but are not limited to, those relating to financial and economic sanctions, the facilitation of tax evasion, anti-bribery and corruption, anti-money laundering, and/or combatting the financing of terrorism.
- 15.2 We will not arrange any insurance or benefit or pay any claim which may result in us breaching any such laws, statutes or regulations. Where we reasonably believe that it is necessary or desirable, we may take certain actions including, but not limited to, ceasing to provide services to you, freezing funds held on behalf of you or a third party and/or passing on your details to relevant authorities or regulators. Where we reasonably believe that we are prohibited from doing so, we will not disclose the fact that we have taken such actions against you.
- 15.3 You will ensure that at all times you comply with all laws, statutes and regulations relating to any applicable financial crime law, statute or regulation. These include, but are not limited to, those relating to financial and economic sanctions, the facilitation of tax evasion, anti-bribery and corruption, anti-money laundering and/or combatting the financing of terrorism.
- 15.4 If you become aware of any issues in relation to this paragraph 15, you will notify us as soon as reasonably practicable.
- 15.5 Any breach by you of this paragraph 15 shall be considered a material breach for the purposes of paragraph 19.

16. Complaints and compensation

- 16.1 Our aim is to always provide a high standard of service to you. However, we recognise that things can go wrong occasionally and if this occurs we are committed to resolving matters promptly and fairly. If you wish to complain please contact us in any of the following ways using the contact details on the letter or report that accompanies these Terms:
- in writing (please mark your correspondence as “Complaint”);
 - by e-mail (please mark your correspondence as “Complaint”);
 - by telephone; or
 - in person.
- 16.2 In all cases please quote your insurance policy number or any other reference we have given you.
- 16.3 We promptly acknowledge complaints. Our complaints procedure is available on request and will be provided to you when we acknowledge receipt of any complaint that you make to us.

Lloyd’s insurance policyholders

- 16.4 If your insurance is provided by underwriters at Lloyd’s we will confirm this to you when acknowledging your complaint. If you are unhappy with our response to your complaint, you may be entitled to refer the matter to the complaints team at Lloyd’s. Lloyd’s will

investigate the matter and provide a final response. Full details of Lloyd's complaints procedures are available at www.lloyds.com/complaints.

The Financial Ombudsman Service

- 16.5 If you feel that we have not been able to resolve any matter to your satisfaction after our complaints process or if you are unhappy with our decision, or one provided by Lloyd's (where applicable) or if we did not complete our investigation and issue our final response letter within eight weeks, you may be entitled to refer your complaint to the Financial Ombudsman Service ("FOS") by post, phone or email.

Post: The Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Phone: 0800 0234 567 or 0300 123 9123

Email: complaint.info@financial-ombudsman.org.uk

- 16.6 The FOS is an independent and free service for settling disputes between businesses providing financial services and their customers. Your right to refer a complaint to the FOS will depend on you meeting the relevant eligibility criteria. Further information on the FOS and whether you would be eligible to refer your complaint to them can be found on its website at www.financial-ombudsman.org.uk.
- 16.7 If you live outside the United Kingdom or if you prefer not to deal directly with the FOS, you may be able to refer your complaint to a local dispute resolution provider.
- 16.8 Whether or not you make a complaint to us and/or refer your complaint to the Financial Ombudsman Service, your right to legal action will not be affected.

17. Financial Services Compensation Scheme

- 17.1 You may be entitled to compensation from the Financial Services Compensation Scheme ("FSCS") if we or your insurer cannot meet our or its financial obligations to you. This depends on the type of insurance we have arranged for you, certain eligibility criteria, and the circumstances of the claim.
- 17.2 For example, the FSCS does not apply to the following types of insurance: aircraft, ships, goods in transit, aircraft liability, ships liability, and credit.
- 17.3 Whether you are entitled to FSCS compensation will be subject to the relevant eligibility criteria.
- 17.4 Further information about the compensation scheme arrangements available from the FSCS and whether you would be eligible for FSCS compensation is available from the FSCS website at www.fscs.org.uk or by calling the FSCS on 0800 678 1100 (or +44 20 7741 4100 from overseas).

18. Limitation / Exclusion of liability

- 18.1 Our liability for losses suffered by you as a consequence of us performing our services negligently is limited in all circumstances to £10,000,000 in aggregate (for all claims made).

- 18.2 For any other claim arising out of our performance or non-performance of the services, our liability (whether in contract, negligence (including, without limitation, tort) or otherwise) is limited to the amount of fees which we have received in respect of the insurance policy to which the claim relates.
- 18.3 We will not be liable to you (whether in contract, negligence (including, without limitation, tort) or otherwise) for any indirect losses or any loss of profit, loss of business, loss of data, loss of anticipated savings, fines, compensation or additional borrowing, whether such losses are direct or indirect (that is, whether or not we or you could foresee those losses arising as a result of our performance or non-performance at the time we provided you with our services).
- 18.4 The duties and responsibilities owed to you by us under these Terms, are solely and exclusively owed to you by us. No employee of ours shall owe you any personal duty of care or be liable to you for any loss or damage, howsoever arising, as a consequence of the acts or omissions of such employee (including negligent acts or omissions), save to the extent that such loss or damage is caused by the fraud, dishonesty, wilful misconduct, or unauthorised conduct on the part of such employee. This paragraph 18 is intended to be enforceable by and for the benefit of our employees.
- 18.5 Nothing in this paragraph 18 will exclude or limit our liability for death or personal injury caused by our negligence or for loss caused by our fraud, wilful misrepresentation, or breach of the regulatory obligations we owe to you.

19. Termination of these Terms

- 19.1 You or we may terminate our authority to act on your behalf by providing at least 30 days' notice in writing (or such other period we agree).
- 19.2 If you cancel or fail to renew your insurance, these Terms will terminate unless we have agreed to continue to provide claims administration services in which event these Terms will continue to apply to the provision of those services.
- 19.3 We may terminate these Terms on immediate notice in writing to you:
- if you are in material breach of any of these Terms;
 - if you fail to pay any premium, fee or any other sum owed by you to us, by the date on which it falls due;
 - if you breach any regulation or law or, by your act or omission, cause us to breach any regulation or law, or to be subject to any fine, sanction, penalty or censure imposed by a regulatory body or to be subject to the threat of any such fine, sanction, penalty, or censure;
 - if any regulatory body having jurisdiction over us or you requires these Terms to be terminated;
 - upon your bankruptcy or insolvency;
 - upon your entering into a voluntary arrangement with your creditors; or
 - on your death.
- 19.4 If we consider that we cannot act for you (or continue to act for you) because we reasonably believe that to do so could breach any laws, regulations, sanctions, or professional rules, we will be entitled to terminate our existing relationship with you

with immediate effect and will not be responsible or liable to you for any direct or indirect loss which you or any other party may suffer as a result.

19.5 On termination of these Terms for any reason:

- any transactions already initiated by you will be completed according to these Terms unless we agree otherwise in writing;
- you will remain liable to pay for any transactions or adjustments effective prior to termination and we shall be entitled to retain in full any and all commission and/or fees payable in relation to insurance cover placed by us prior to the date of termination; and
- termination is without prejudice to any rights that have accrued under these Terms or any other rights or remedies.

19.6 Termination of these Terms for any reason shall not affect the continuance in force of any provision which is expressly or by implication intended to continue in force after termination.

20. No waiver or amendments and our right to assign

20.1 Any delay on our part in enforcing any of our rights under these Terms, either in whole or in part, will not be deemed to be a waiver by us of such rights.

20.2 Neither we nor you may amend these Terms at any time during the period of your insurance unless we both agree to any such changes or unless they are required to reflect a change of applicable law or regulation, in which case we may make amendments to these Terms and they will be deemed to be accepted by you. Whenever possible, we will provide at least one month's written notice to you before any such changes take effect.

20.3 We may freely transfer, assign, sub-contract, dispose of, or delegate all or any part of these Terms and/or the services provided under these Terms to any third party. In the event that we transfer, assign, sub-contract, or delegate all, or any part, of these Terms to a third party, your rights under these Terms will not be adversely affected.

20.4 You shall not be entitled to assign any of your rights, or sub-contract any of your obligations, under these Terms except with our prior written consent.

21 Insurer solvency

We monitor insurer solvency on an ongoing basis and endeavour to place business with insurers with adequate levels of financial solvency. However, we cannot guarantee the solvency of any insurer and shall not be liable for losses suffered by you in the event of the insolvency of an insurer.

22 How to contact us

If you need to contact us, please do so using the details on the covering letter or report that accompanies these Terms.

23 Third party rights

Except as stated in paragraph 18 and except for a member of the Ardonagh Group, a person who is not party to these Terms, has no right under the Contracts (Rights of

Third Parties) Act 1999 to enforce or to enjoy the benefit of any of the Terms contained in these Terms.

24 Severability

The invalidity, illegality, or unenforceability of any of the provisions of these Terms will not affect the validity, legality, or enforceability of the remaining provisions in these Terms.

25 Governing law and jurisdiction

These terms are governed by English law and wherever you live, you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.