



Insurance Booklet

Small Boats



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Thank you for choosing Craftinsure.

Craftinsure is a trading name of Ripe Insurance Services Limited which is authorised and regulated by the Financial Conduct Authority.

We have tried to make this document easy to read. However, we have still had to use some words that have a special meaning these are listed and explained in ‘definitions’. From now on wherever a word with a definition is used it will be printed in bold type.

Important Features

NAME OF THE UNDERWRITER

Navigators and General is a trading name of Geo Underwriting Services Limited who administer the insurance on behalf of HCC International Insurance Company plc (‘HCCII’), trading as Tokio Marine HCC. HCCII is registered in England and Wales (Company Reg No: 01575839) with registered office at 1 Aldgate, London EC3N 1RE. HCCII is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Firm Registration Number 202655).

We must draw **Your** attention to a number of important features of this Insurance:

- This document provides details of **Your** policy and the terms and conditions that apply. The policy is a legal contract between **You** and **Us**. The Insurance booklet, **Insurance Schedule**, Statement of Fact and any Notice to policy holders issued to **You** at renewal make one document and must be read together. Please keep them together
- The contract is based on the information **You** gave **Us** when **You** applied for the insurance
- **Your** policy is in the following parts

Insurance Booklet	Insurance Schedule
<ul style="list-style-type: none"> • What is covered and what isn’t in conjunction with the Insurance Schedule • How to make a claim and how We will settle that claim Our obligations to You • The terms and conditions You must comply with 	<ul style="list-style-type: none"> • The sections of the policy that apply to You and the dates from which cover is in force • The various limits and sums insured that apply to Your cover • Any special terms that apply to Your policy including any Endorsements • Your policy number
Statement of Fact	Notice to Policy Holders
<ul style="list-style-type: none"> • The information You have provided, on which the policy is based • Any declarations which You have agreed to 	<ul style="list-style-type: none"> • Provides information about any changes to Your renewal terms and policy cover

Our part of the contract is that **We** will provide the cover set out in this insurance booklet:

- for those sections which are shown on **Your Insurance Schedule**
- for the insurance period set out on the same **Insurance Schedule**.

Your part of the contract is:

- **You** must pay the Premium as shown on **Your** receipt/invoice for each insurance period
- **You** must comply with all the terms and conditions set out in this policy.

If **You** do not meet **Your** part of the contract, **We** may turn down a claim or increase the premium.

What To Do In The Event Of A Claim

HOW TO MAKE A CLAIM

If **You** have had an Accident for which **You** want to make a claim under **Your** insurance policy, this document will provide **You** with some important facts about what to do next.

Please notify **Us** immediately of the loss, and in any event, within 30 days of its discovery.

Email: claims@navandgen.co.uk

Telephone: 0344 274 3260

Post: Navigators and General Nimbus House, Liphook Way, Maidstone, Kent, ME16 0FZ

If anyone has been injured, **You** should prioritise their treatment ahead of other matters.

Please take necessary reasonable steps to mitigate the loss, and protect any Damage from deteriorating, but do not commence any repairs until **You** have received permission to do so as a surveyor may need to inspect the Damage prior to repairs commencing.

Do not admit liability if **You** have been involved in a collision with a Third Party, **We** shall be entitled to take over, and conduct in **Your** name the defence of any action.

Theft or malicious Damage claims must be reported to the Police and the Crime Number noted.

If towage or salvage are required, please agree a reasonable fixed price prior to acceptance.

In the event of **Constructive Total Loss**, **We** will be entitled to retain any salvage.

Only the loss or Damage caused by the incident for which **You** are claiming is covered by **Your** policy.

Please take care not to:

- Make any false statement in support of **Your** claim.
- Overestimate **Your** claim.
- Include in **Your** claim any items that were not lost or damaged in the incident.

Do be aware that attempting to mislead **Your** insurers over any part of **Your** claim may prejudice **Your** entire claim under the policy.

It may be necessary to appoint an independent surveyor to determine the nature cause and extent of the Damage to **Your Boat**, and the most effective method of repair. He will not have any authority to agree **Your** claim, or comment on policy coverage.

The surveyor will contact **You** to arrange a convenient time to inspect **Your Boat**, and **We** would prefer **You** to be present at that first inspection.

Although the surveyor is representing **Your** insurers, he may be able to offer **You** advice based on his knowledge of local repair facilities.

The **Boat** is **Your** asset and **Your** responsibility at all times, so **You** will need to obtain estimates and manage the repair process. If **You** cannot get identical replacement items due to obsolescence, get estimates for current models of an equivalent standard and specification.

If **You** wish to take the opportunity of **Your Boat** being in for repair to have other work done, or to upgrade any damaged equipment please ensure that **You** mark this clearly on any estimates and invoices and agree with **Us** first what part of the costs will be paid by **You**. If repairs are delayed for any reason outside the control of **Your** insurers, the insurers will not be liable for any resultant increase in costs. If **You** believe someone else is responsible for the Damage to **Your Boat** **You** have two options;

1. Claim off the other party.

Write to the person who caused the Damage holding them responsible.

If they are insured, their insurers should settle **Your** claim directly with **You**, and **You** may also be able to claim for any out-of-pocket expenses **You** have incurred as a result of the incident.

2. Claim off **Your** insurance policy.

If the incident is covered under **Your** own hull insurance policy, **You** may claim off that.

Your policy **Excess**, and any other applicable deductions, will be applied to any payments the insurers make, even if the incident was not **Your** fault.

Your insurers may try to recover their costs from the other party or their insurers, and they may agree to include any out-of-pocket expenses **You** have incurred, together with **Your** policy **Excess**. These are termed **Your** 'uninsured losses'.

To the extent that the recovery action is successful, a proportion of **Your** policy **Excess** and any other 'uninsured losses' can be refunded to **You**.

Your insurers are not obliged to attempt a recovery and may decide not to do so if there is little chance of success or if the cost of the recovery action is disproportionate to the amount which would be recovered.

Important Information

CUSTOMERS WITH DISABILITIES

This policy and other associated documentation are also available in large print. If **You** require this or any additional support please contact Craftinsure.

INSURANCE BOOKLET

You should read this document carefully in conjunction with the **Insurance Schedule**. It gives details of what is and is not covered by the insurance and the conditions and exclusions of the cover

CONDITIONS

Your policy describes certain things which **You** are required to do to make sure that **You** are protected and that **Your** policy cover operates fully. For example, **You** must:

- Tell **Us** about changes which could affect **Your** policy
- Make sure that **Your** sums insured are high enough to cover the **Boat** to be insured
- Take reasonable care of **Your** property

EXCLUSIONS

Exclusions will apply to each section and general exclusions will apply to the whole insurance.

LIMITS

All sections have limits on the amount **We** will pay under that section. Some sections also include inner limits for example for one item

EXCESSES

Claims under certain sections will be subject to an **Excess**. Where there is an **Excess**, **You** will be responsible for paying the first part of a claim

STATEMENT OF DEMANDS AND NEEDS

This policy meets the needs of an individual who requires insurance for:

- Theft, Accidental loss and Damage to **Your Boat**
- Malicious Damage to **Your Boat**
- Reasonable and necessary salvage charges in preventing or minimising a loss covered under this policy
- Liabilities for accidental Third-Party property Damage or injuries to third parties

CONSUMER INSURANCE ACT

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct. **You** must tell **Us** of any changes as soon as possible. Failure to advise **Us** of a change allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid.

KEEPING US INFORMED

This policy is based on the information **You** have given **Us** about **You** and/or **Your Boat**. **You** must tell **Us** immediately about changes to the details **You** provided for example:

- Any changes to the levels of cover **You** require
- Any changes to **Your** contact information
- Any criminal convictions or if **You** have had any other insurance declined, cancelled or had special terms imposed

If **You** fail to disclose all relevant information or provide **Us** with false or misleading information, **We** may:

- Cancel **Your** policy and refuse to pay any claim, or
- **We** may not pay the claim in full, or
- **We** may revise the premium and/or change any **Excess**, or
- The extent of cover may be affected

YOUR RIGHT TO CANCEL

You may cancel **Your** policy at any time. If **You** cancel **Your** policy within the first 14 days of the purchase or renewal of the policy or the day on which **You** receive **Your** policy documentation, whichever is the later. **You** will be entitled to a full refund of **Your** policy insurance premium including any insurance premium tax and policy fees paid. If **You** don't exercise **Your** right to cancel **Your** policy, it will continue in force, and **You** will be required to pay the premium.

You may cancel after the 14 days have expired. **You** may be entitled to a refund of the premium paid based on the time of cover. **Your** premium is due differently depending on the time of the year, with the majority of the premium being used in the summer months:

1st April to 31st October = 80% Premium Due

1st November to 31st March = 20% Premium Due

For example:

Annual Premium	Start Date	Cancellation Date	% of premium used	Refund due
£300	1st November	31st March	20%	£240
£300	1st April	31st October	80%	£60
£300	1st January	31st October	92%	£24.25

There will also be no return of premium where the premium refund due is less than £10.

Where a claim has occurred within the period of insurance no refund of premium will be paid. In addition, a cancellation charge will be made by Craftinsure as outlined in their Terms of Business, if **You** wish to cancel **Your** policy, please contact Craftinsure.

OUR RIGHT TO CANCEL

We may at any time cancel any insurance document by sending at least 14 days' notice to **You** at **Your** last known email and/or postal address setting out the reasons for cancellation. Provided the premium has been paid in full **You** shall be entitled to a proportionate rebate of premium in respect of the unused period showing on the **Insurance Schedule**, unless the reason for cancellation is fraud and/or **We** are legally entitled to keep the premium.

Where a claim or an incident which **You** are aware of and is likely to give rise to a claim has occurred within the period of insurance no refund of premium will be paid.

In addition, a cancellation charge will be made by Craftinsure as outlined in their Terms of Business.

Valid reasons include but are not limited to:

- Non-payment of premium. If payment is not paid when due **We** will write to **You** requesting payment by a specific date. If **We** receive payment by the date set out in the letter, **We** will take no further action. If **We** do not receive payment by this date **We** will cancel the insurance from the cancellation date shown on the letter.
- Where **We** reasonably suspect fraud
- Where **You** fail to co-operate with **Us** or provide **Us** with information or documentation **We** reasonably require, and this affects **Our** ability to process a claim or defend **Our** interests. See the 'Claims' section in this policy booklet
- Where **You** have not taken reasonable care to provide complete and accurate answers to the questions **We** ask. See the 'Keeping **Us** Informed' section of this policy booklet.

GOVERNING LAW

Unless some other law is agreed in writing, this policy is governed the law applying to the part of the United Kingdom, Channel Islands or the Isle of Man in which **You** normally live. If this is not applicable the law of England and Wales will apply

USE OF PERSONAL DATA

Geo Underwriting Services Limited is Data Controller of any personal information **You** provide to **Us** or personal information that has been provided to **Us** by a third party, and is a part of The Ardonagh Group of companies. **We** may share **Your** information within other companies within The Ardonagh Group (see www.ardonagh.com for more details of our group).

We will use **Your** personal information to arrange insurance policies and to process claims. **Your** information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing **Your** information with third parties such as insurers, brokers, insurance intermediaries such as Managing General Agents, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

If **You** are providing personal data of another individual to **Us**, **You** must tell them **You** are providing their information to **Us** and show them a copy of this Notice.

We follow strict security procedures in the storage and disclosure of **Your** personal information in line with industry practices.

Further information is contained in **Our** Fair Processing Notice, full details of which can be found here www.geounderwriting.com/fair-processing-notice.

This explains who **We** are, the types of information **We** hold, how **We** use it, who **We** share it with, how long **We** keep it for and informs **You** of certain rights **You** have regarding **Your** personal information. If **You** are unable to access this website, details can be obtained by contacting the address or telephone number indicated in any recent correspondence or emails **You** have received from **Us**.

You can also contact **Us** for general data protection queries via email to DataProtection@ardonagh.com or in writing to The Ardonagh Advisory Data Protection Officer, Suite P, The Octagon, Colchester, CO1 1TG.

TELEPHONE CHARGES

Calls are charged at national call rates (charges may vary dependent on **Your** network provider) and are usually included in inclusive minute plans from landlines and mobiles. For **Our** joint protection telephone calls may be recorded and/or monitored

REINSTATEMENT OF THE SUM INSURED

In the event of partial loss, theft or Damage to the property insured the sum insured will be automatically reinstated from the date of the Damage unless **You** have written to **Us** or **We** have written to **You**, to the contrary. In accordance with the automatic reinstatement of the sum insured **You** will undertake to pay the necessary premium as **We** may require for such reinstatement from that date. In the event of a **Total Loss** or constructive **Total Loss** of **Your Boat** the sum insured will not automatically reinstate unless **You** have written to **Us** to advise of a replacement **Boat**. **We** will at **Our** discretion reinstate the sum insured and **You** will undertake to pay the necessary premium as **We** may require for such reinstatement from that date.

PLEASE READ THESE FEATURES, YOUR INSURANCE SCHEDULE AND THE WHOLE OF THIS DOCUMENT CAREFULLY.

If the insurance does not meet **Your** requirements, please cancel it within 14 days from receipt of documentation.

Please note that this Insurance is only available to individuals who are United Kingdom Residents.

Definitions

This part of the policy sets out the words which have a special meaning. Each word is listed with the meaning explained below and is printed in **Bold** type whenever it appears in the policy Documents.

Boat

Canoe, kayak, rowing boat, skulls, small sailing or motor boat including any gear and equipment as would normally be sold with the **Boat**.

Constructive Total Loss

Where the cost of replacement or repair will exceed the total sum insured.

Contractual liability

Liabilities assumed under contract, incurred solely by an agreement entered into by **You**.

Excess

The amount that **You** must bear as the first part of any agreed claim as specified in **Your Insurance Schedule**

Houseboat

A **Boat** that is permanently located or moored at a single location, used as a place of residence and is connected to onshore mains gas or mains electricity

Insurance Schedule

Sets out the specific terms, values and endorsements applicable to the cover and should be read together with the policy documents

Navigational Limit

The geographic cruising area as shown in **Your Insurance Schedule**

Personal Effects

Any items normally worn or carried about the person; including items of **Your** guests or crew members while aboard

Seaworthiness

Constructed, maintained, and crewed in such a way as to be able to operate safely and be fit for use within the navigational limit stated in the policy

Terrorism

The use or threat of violence or force to influence government or to intimidate the public for the purpose of advancing a political, religious or ideological cause.

Total Loss

Where **Your Boat** is irretrievably lost or destroyed.

We, Us and Our

Geo Underwriting Services Limited Trading as Navigators and General who arrange on behalf of HCC International plc ('HCCI') Trading as Tokio Marine HCC

You and Your

The insured person/persons named in the policy Documents who/whom is/are a United Kingdom resident any other person whilst aboard the named **Boat** with Your permission

Section 1 – Accidental Damage and Theft

Provides cover for accidental damage and theft to the insured **Boat**.

WHAT IS COVERED:

- **We** will pay for physical loss or damage to **Your Boat** whilst ashore or afloat, or in transit by road within the **Navigational Limits** stated in your **Insurance Schedule**.
- **We** will pay reasonable costs incurred, including salvage, in preventing or minimising a loss covered by this insurance.

Basis of Settlement

In the event of **Total Loss** or **Constructive Total Loss**, **We** will pay up to the amount stated in the schedule or at **Our** option, provide a replacement **Boat** of a similar age, size and type.

In the event of partial loss or damage **We** will pay the reasonable cost of repairing or reinstating the damaged or lost part, but not exceeding the amount shown in **Your Insurance Schedule**.

Reasonable replacement or repair may not result in the appearance and condition being the same as that prior to the claim.

In the event of loss or damage to outboard motors, **We** will pay the reasonable cost or repair or reinstatement but not exceeding the market value at the time of loss which will be calculated as the new replacement price less a deduction of 10% per year since new, up to a maximum deduction of 70%.

In the event of insured damage to covers which are over 3 years old, **We** will pay two thirds of the replacement cost.

WHAT IS NOT COVERED:

1. Any applicable **Excess**
2. Loss or damage due to wear and tear, depreciation or gradual deterioration, corrosion, rot, rust, mildew, dampness, weathering, electrolysis, osmosis
3. Mechanical, electrical and electronic breakdowns, failures, faults or breakages, and frost damage
4. Theft of equipment unless following forcible and violent entry, or following removal from **Your Boat** by force.
5. Theft of trailer, and any items attached to it, whilst unattended unless the trailer has been securely fastened by a purpose manufactured wheel clamp and hitch lock
6. Theft of outboard motors whilst attached to the **Boat** or her tender(s) unless securely locked by an anti-theft device which prevents retaining bolts or clamps being undone, and unless **You** can supply the engine serial number
7. Loss of or damage to consumable stores or moorings.
8. Loss of or damage to **Personal Effects**
9. Protective covers more than 3 years old split by the wind or blown away.
10. The cost of making good any defect in repair or maintenance, or replacing or renewing any defective part, or making good any fault or error in design or construction.
11. Where the **Boat** is fitted with a kill cord, **We** will not pay for any loss or damage caused by loss of control where a kill cord is fitted but has not been used.
12. Loss of or damage to propellers, oars or paddles whilst in use
13. The cost of unrepaired damage in the event of a subsequent **Total Loss**.
14. Theft by a person to whom the **Boat** was entrusted

Section 2 – Liabilities to Others

Provides indemnity for third party injury and third-party property damage

WHAT IS COVERED:

- **We** will cover **Your** legal liability to compensate other people if someone dies or is injured, or property is lost or damaged as a result of **Your** interest in the **Boat** up to the limit stated in **Your Insurance Schedule** in respect of any one accident (which shall be deemed to include a series of accidents occurring in connection with or arising out of any one event) but unlimited in the aggregate.
- **We** will also pay for law costs incurred in settling or defending any claim providing **We** have given written consent.
- Subject to the policy terms and limitations, cover extends to any person in charge of the **Boat** with **Your** permission, but not to persons employed by **You**.
- **We** will pay for all expenses properly incurred by **You** in connection with Official Inquiries, and Coroner's Inquests.
- **We** will pay reasonable costs of attempted or actual raising, removal or destruction of wreck resulting from loss or damage covered by this insurance.

WHAT IS NOT COVERED:

1. Liabilities to third parties whilst the **Boat** is in transit by road (which should be covered by the vehicle insurance).
2. Accidents or illness to any persons employed by **You** in connection with the **Boat**
3. Costs of defending any criminal prosecution, or the payment of any fines or other punitive damages.
4. **Contractual liability**
5. Any liability to any persons being towed behind the **Boat** on water toys including donuts or bananas, or similar such activity unless the towing of inflatables option has been selected, the addition premium paid for and the Endorsement is shown in **Your Insurance Schedule**
6. Any liabilities to any person being towed, or preparing to be towed, by **Your Boat** for the purpose of parasailing, parascending or parakiting, or similar sports

General Exclusions

The following exclusions apply to the whole of this policy. Any other exclusions are shown in the Sections to which they apply.

1. Hire, charter, or any other commercial activity.
2. Racing or speed trials unless a sculling **Boat**
3. Loss or damage to canoes or kayaks caused during white water use above Grade II
4. Use of **Your Boat** as a **Houseboat**
5. War, invasion, acts of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
6. Any loss, damage, liability, cost or expenses of whatsoever nature directly or indirectly caused or caused by or happening through or in connection with any act of Terrorism
7. Riot or civil commotion outside the United Kingdom
8. Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
9. Any chemical, biological, bio-chemical or electromagnetic weapon.
10. Malicious computer codes, or from the failure of a computer chip or computer software including the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
11. Any claim in any way caused by or resulting from:
 - i) Coronavirus disease (COVID-19);
 - ii) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
 - iii) any mutation or variation of SARS-CoV-2;
 - iv) any fear or threat of i), ii) or iii) above.
12. Wilful misconduct or acts of recklessness by **You**, or those to whom this policy extends, including but not limited to when under the influence of alcohol or drugs.
13. Pollution or contamination unless directly caused by a sudden, identifiable, unintended and unexpected incident occurring entirely at a specific time and place during the period of insurance.
14. Any claim whilst the **Boat** is being used outside the **Navigational Limit** shown in the **Insurance Schedule**
15. Sanctions

We shall not provide coverage to **You** or any other party to the extent that such cover would expose **Us** to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States or America

General Conditions

These are the conditions of the insurance **You** will need to meet as part of this contract. If **You** do not a claim may be rejected or payment could be reduced. In some circumstances **Your** policy will be invalid.

1. The **Boat**, unless a sculling **Boat**, canoe or kayak, is no longer than 16'6" (5m).
2. The maximum design speed of the **Boat** will not exceed 23knots (25 mph).
3. The **Boat** is based in the United Kingdom.
4. If a sailing **Boat** the **Boat** will be securely tied down to the ground whilst left in a dinghy park.
5. The **Boat** will not be left unattended afloat on tidal waters.
6. The **Boat** will be maintained in a proper state of repair and **Seaworthiness**, and in the case of trailers, roadworthiness, and that **You** will exercise due care and diligence in safeguarding **Your Boat** and property.

Endorsements

Endorsements are only applicable where they are show on **Your Insurance Schedule** in **Your** policy documents

TOWING OF SKIERS AND INFLATABLES

Provides cover for the towing of Waterskiers and inflatables. Maximum one person to be towed.

Third Party Liability section is extended, subject otherwise to the terms conditions and limitations therein and a reduced limit of £1.5m, to include liability to and of any person whilst being towed by the **Boat** named in **Your Insurance Schedule** on waterskies, wakeboards or kneeboards or a professionally manufactured tube or ringo designed for a maximum of one person at any one time, and being used precisely in accordance with manufacturers' instructions.

Whilst towing or preparing to tow there must be at least two competent persons on board (one as helm and the other as a lookout).

Complaints

OUR COMMITMENT TO CUSTOMER SERVICE

We are committed to going the extra mile for **Our** customers. If **You** believe that **We** have not delivered the service **You** expected, **We** want to hear from **You** so that **We** can try to put things right. **We** take all complaints seriously and following the steps below will help **Us** understand **Your** concerns and give **You** a fair response.

HOW TO COMPLAIN

Please quote **Your** policy number and claim reference (if applicable) in all correspondence so that **Your** concerns may be dealt with speedily.

If **You** are unhappy with any element of the cover **We** provide or any aspect of **Our** service or have a cause for complaint, please contact:

Subject	Contact
A claim	Please contact Navigators and General: Email: claims@navandgen.co.uk Tel: 01273 863450 Post: Nimbus House, Liphook Way, Maidstone, Kent, ME16 0FZ
All other matters	Please contact Craftinsure: Email: complaints@ripeinsurance.co.uk Post: Craftinsure, The Royals 353 Altrincham Road, Manchester, M22 4BJ Phone: +44 (0)345 2607 888

COMPLAINTS PROCESS

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep **You** informed of progress
- Do everything possible to resolve **Your** complaint
- Use the information from **Your** complaint to proactively improve **Our** service in the future.

Once **Your** complaint is reviewed, a final decision will be issued in writing within 8 weeks of the date **Your** complaint is received.

IF YOU ARE STILL NOT HAPPY

If **You** are still unhappy after **Our** review, or **You** have not received a written offer of resolution within 8 weeks of the date **We** received **Your** complaint, **You** may be eligible to refer **Your** case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints. They can be contacted at:

- **Post:** Financial Ombudsman Service, Exchange Tower, Harbour, Exchange Square, London E14 9SR
- **Telephone:** 0800 0234567 (for landline users) or 0300 1239123 (for mobile users)
- **Website:** www.financial-ombudsman.org.uk

You have the right to refer **Your** complaint to the Financial Ombudsman, free of charge, but **You** must do so within six months from the date of the final response letter. If **You** do not refer **Your** complaint in time, the Ombudsman will not have **Our** permission to consider **Your** complaint and so will only be able to do so in very limited circumstances. This does not affect **Your** right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

YOUR RIGHTS

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above.

However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

THANK YOU FOR YOUR FEEDBACK

We value **Your** feedback and at the heart of **Our** brand **We** remain dedicated to treating **Our** customers as individuals and giving them the best possible service at all times. If **We** have fallen short of this promise, **We** apologise and aim to do everything possible to put things right.

THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

We are covered by the FSCS. If **We** are unable to meet **Our** financial obligations **You** may be entitled to Compensation from the scheme, depending on the type of insurance and the circumstances of the Claim.

For this type of insurance 90% of **Your** Claim is covered, without any upper limit. Further information about Compensation scheme arrangements is available at www.fscs.org.uk, and on 020 7741 4100, or 0800 678 1100

Fair Processing Notice

The privacy and security of **Your** information is important to **Us**. This notice explains who **We** are, the types of information **We** hold, how **We** use it, who **We** share it with and how long **We** keep it. It also informs **You** of certain rights **You** have regarding **Your** personal information under current data protection law. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

WHO ARE WE?

Geo Underwriting Services Ltd (part of the Ardonagh Group of companies) is the Data Controller of the information **You** provide **Us** and is registered with the Information Commissioner's Office for the products and services **We** provide to **You**.

You can contact **Us** for general data protection queries by email to MGA.advisorydataprotection@ardonagh.com or in writing to The Ardonagh Advisory Data Protection Officer, Suite P the Octagon, Colchester, CO1 1TG.

Please advise **Us** of as much detail as possible to comply with **Your** request. For further information about the Ardonagh Group of companies please visit www.ardonagh.com/about-us/business-portfolio

WHAT INFORMATION DO WE COLLECT?

We will collect personal information which may include **Your** name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to **Your** enquiry or product and payment details (including bank account number and sort code) which **We** need to offer and provide the service or product or deal with a claim.

We may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing **You** with the product, service or for processing a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. **We** will therefore not seek explicit consent to process this information as the processing is legitimised by its criticality to the service provision. If **You** object to use of this information then **We** will be unable to offer **You** the product or service requested.

HOW DO WE USE YOUR PERSONAL INFORMATION?

We will use **Your** personal information to

- assess and provide the products or services that **You** have requested
- communicate with **You**
- develop new products and services undertake statistical analysis

We may also take the opportunity to

- contact **You** about products that are closely related to those **You** already hold with **Us**
- provide additional assistance or tips about these products or services
- notify **You** of important functionality changes to **Our** websites

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 marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group.

We make outbound phone calls for a variety of reasons relating to many of **Our** products or services (for example, to update **You** on the progress of a claim). **We** are fully committed to the regulations set out by Ofcom and follow strict processes to ensure **We** comply with them.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and **We** may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

SECURING YOUR PERSONAL INFORMATION

We follow strict security procedures in the storage and disclosure of **Your** personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information **You** provide to **Us**, including information provided via forms **You** may complete on **Our** websites, and information which **We** may collect from **Your** browsing (such as clicks and page views on **Our** websites).

Any new information **You** provide **Us** may be used to update an existing record **We** hold for **You**.

WHEN DO WE SHARE YOUR INFORMATION?

To help **Us** prevent financial crime, **Your** details may be submitted to fraud prevention agencies and other organisations where **Your** records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjustors) deliver some of **Our**

products or provide all or part of the service requested by **You**. In these instances, while the information **You** provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to **You** or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment.

The data **We** collect about **You** may be transferred to, and stored at, a destination outside of the United Kingdom ("UK"). It may also be processed by staff operating outside of the UK who work for **Us** or for one of **Our** suppliers. Such staff may be engaged in, amongst other things, the provision of information **You** have requested.

If **We** provide information to a third party **We** will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that **Your** data is treated securely and in accordance with this fair processing notice.

We may of course be obliged by law to pass on **Your** information to the police or other law enforcement body, statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share **Your** information with anyone **You** have authorised to deal with **Us** on **Your** behalf.

HOW LONG DO WE KEEP YOUR INFORMATION FOR?

We will not keep **Your** personal information longer than is necessary for the purpose for which it was provided unless **We** are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service **We** provide. In certain cases, **We** will keep **Your** information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by **You** or a third party at a future date, even after **Your** contract with **Us** has ended.

YOUR RIGHTS

There are a number of rights that **You** have under data protection law. Commonly exercised rights are:

- i. Access – **You** may reasonably request a copy of the information **We** hold about **You**.
- ii. Erasure – Where **We** have no legitimate reason to continue to hold **Your** information, **You** have the right to have **Your** data deleted (sometimes known as the right to be forgotten) **You** have the right to change or withdraw **Your** consent and to request details of any personal data that **We** hold about **You**.
- iii. **We** may use automated decision making in processing **Your** personal information for some services and products. **You** can request a manual review of the accuracy of an automated decision if **You** are unhappy with it
- iv. Marketing – If **You** wish to inform **Us** of changes in consent for marketing please contact **Us** at the address and telephone number indicated in any recent correspondence or emails **You** received from **Us**.

If **You** are unhappy about the way **We** have handled **Your** data or upheld **Your** rights, **You** can complain to the Information Commissioner's Office (ICO) at any time. Further details of **Your** rights can be obtained by visiting the ICO website at ico.org.uk/your-data-matters



The Royals, Altrincham Road, Manchester M22 4BJ