

This is the terms and conditions of business agreement, from the issuing agent, Basic Boat Liability Company

Basic Boat Liability Company and you

This document is important and sets out the basis upon which we will carry on our business with you. We are committed to providing a high standard of professional service that meets both industry standards and the requirements of the Financial Conduct Authority.

The Financial Conduct Authority (FCA)

The FCA requires us to give you certain information when you become a customer of ours. This document gives some of that information. In addition, other correspondence from us will provide further information that the FCA prescribes in their rules that you need to review, in order to ensure that you are fully aware of how we will deal with you, what services we will provide, and what sort of Policy you have bought. Also contained in this Agreement are our own Terms and Conditions that apply and will govern our relationship.

Basic Boat Liability Company and our service to you

Basic Boat Liability Company is a trading division and part of the Howe Maxted Group Ltd which has its Head Office at 17 Hatherley Road, Sidcup, Kent DA14 4BP. Howe Maxted Group Ltd is authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 131690 and you can check that we are authorised and regulated by visiting the FCA website at www.fca.org.uk/register or by contacting the FCA on 0800 111 6768. In arranging insurance for our customers, we act as an Independent Intermediary. No insurance undertaking owns any part of us or has any voting rights within the firm, nor do we have any interest in any insurer that exceeds 10% of their capital or voting rights.

Our service only includes dealing with our specially designed product that is underwritten by Royal & Sun Alliance Insurance plc. We can arrange cover for you through the scheme and help you with any ongoing changes you have to make. We can also assist you in notifying claims to your Insurer. We do not provide advice or recommendations for any other insurance provider or policy. If you require such advice you should contact an insurance intermediary who is able to advise on a wider range of policies and insurers.

We do not guarantee, despite making enquiries, the future ability of the Insurer to meet policyholder obligations and therefore the final decision on the suitability of the insurer rests with you.

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

To avoid any misunderstandings, please give us your instructions in writing (by letter, email or facsimile).

We will ask you to complete a proposal form. As your insurance broker, we are happy to provide you with advice on completing the form, but we cannot complete it on your behalf. Please pay particular attention to your duties of disclosure (see below).

Disclosure

It is your responsibility to provide complete and accurate information to insurers when you take out your insurance policy and when you renew your insurance.

It is important that you make sure that all statements you make on the proposal form, claim form, and other documents, are full and accurate but please note that under the Rehabilitation of Offenders Act 1974, you are not required to disclose convictions regarded as 'Spent'.

Failure to respond accurately and completely to the questions that we have asked may invalidate your insurance or result in certain covers not operating fully.

You are advised to keep copies of any correspondence you send to us or direct to your insurer.

Confidentiality and data protection

All personal and sensitive information about our customers is treated as private and confidential.

We will use and disclose the information we have about customers in the normal course of arranging and administering their insurance, and will not disclose any information to any other parties without your written consent unless the circumstances are as set out within this document. Unless we are notified of any changes, we shall assume the personal and sensitive data we hold about our customers is correct, and will use it to provide quotations when policies fall due for renewal.

In the interests of security and to improve our service, telephone calls you make to us may be monitored and/or recorded.

Under the Data Protection Act 1998, individuals have a right to see personal information about them that we hold in our records. A charge may be made for this service. If you wish to exercise this right, or have any other related queries, you should write to us at the above address.

Access to records by a regulator or complaints resolution body

We may have to allow access to your records by a regulator or a complaints resolution body, or their appointees or representatives, who have been appointed to undertake monitoring or investigatory activities.

By accepting these Term and Conditions you agree to us releasing information in these circumstances.

Use for marketing purposes

We may use information held about you, to provide you with information about other products and services which we, or other selected companies offer, and which we feel may be appropriate to you, by email, telephone, post or other means.

You may exercise your right to give notice to stop data being processed for marketing purposes by contacting us at any time. Please contact us on the above telephone number or write to us at the above address.

Claims

It is important that we are notified immediately of any claims, or circumstances, which could give rise to a claim. When you notify us, you must include all material facts concerning the claim. Your policy describes in detail the procedures and conditions in connection with making a claim and you must comply with any conditions imposed by your insurer.

When we receive notification of an incident that might give rise to a claim under your policy, we will inform the insurer without delay, or direct you to any insurer's claims reporting facility, as appropriate.

We have no authority to agree or settle claims on behalf of your Insurer but we will use our best endeavours to ensure that any claim you submit is dealt with sympathetically and promptly and that your claim is handled with due care, skill and diligence.

Complaints

It is our intention to provide you with a high level of customer service at all times. If at any time you are unhappy with our services to you, you should write to the Managing Director at Howe Maxted Group, 17 Hatherley Road, Sidcup Kent DA14 4BP or telephone 020 8309 1717 stating that you wish to make a complaint. We are committed to dealing with any complaint swiftly and fairly and have procedures in place to accomplish this. A full copy of these procedures is available on request.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

The Ombudsman is not empowered to review all complaints, so we will tell you, as part of our complaints procedure, whether his service will be available to you and give you details of how to use this service if it is appropriate.

The Financial Services Compensation Scheme (FSCS)

Howe Maxted Group Ltd are covered by the FSCS and you may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. You can get more information about compensation arrangements from the FSCS.

Premium payment terms

We will notify you of premiums due to insurers either within our proposal form or by letter. Premiums are due either with your application for new clients or before renewal date for renewals. So that we can settle your premium to your Insurer promptly, we ask that you pay the premiums due within these terms.

You are responsible for paying promptly, all premiums, duties, fees etc., to enable us to make the necessary payments to your Insurer in respect of your Policy. For the avoidance of doubt, we have no obligation to fund any premiums, duties, fees etc. on your behalf, and have no responsibility for any loss that you may suffer as a result of your insurers cancelling the policy, or taking any other prejudicial steps as a result of a late payment of such premiums, duties, fees etc. if such delay is substantially attributable to you.

You should note that any premium is a minimum premium and no refund will be made if the policy is cancelled by you during the insurance year other than in accordance with statutory cancellation provisions which are shown in the Policy.

Costs, Fees and Commissions

When we arrange your insurance we receive commissions from the Insurer underwriting the insurance. We may make a charge if you require us to send you replacement documents at any time during your insurance year other than when you first apply for cover or at renewal. This fee will be £15.00 for each occasion that you ask us for replacement documents.

Client Money (Non Statutory Trust Account and Risk Transfer arrangements)

FCA rules require that all Client money received from clients is segregated from our own money so as to provide safety for the client in the event that we cannot meet our obligations as this money cannot be treated by any creditor of the firm as being our money.

With your Insurer we have entered into formal written agreements where that Insurer treats money paid to us by clients as having been paid to them directly. In these circumstances, even if we were to default in paying that money to the Insurer, your position is protected as the Insurer treats your premium as having been paid to them once you have made your payment to us. Under these arrangements we are acting as Agent for the Insurer when collecting premiums. These arrangements apply to premium payments made by you to us and return premiums due to you. Any money subject to this kind of agreement will still be held in a separate account so as provide further protection until paid to the Insurer.

Your compliance with policy terms and conditions

You should read through all policy terms and conditions shown on your policy documentation. Please ensure you understand them and are able to follow their requirements exactly. If you cannot, please advise us immediately, as a breach of any terms or conditions may enable your Insurer to terminate your policy from the date of that breach, and/or repudiate a claim under your policy.

Governing Law

This Agreement shall be governed by the laws of England and Wales and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the English Courts.