

# Small Craft

Policy document



NAVIGATORS & GENERAL

A Member of the  Zurich Insurance Group

# Contents

Please click the titles below to navigate to the section 

Definitions	11
Section A – Accidental damage cover	13
Personal accident	17
Section B – Liability to others	19
Conditions which apply to the whole of this policy	20
Exclusions which apply to all sections of this policy	23
Conditions relating to accidents and claims	24

# Thank you for choosing Navigators & General for your small craft insurance

**We** have been at the forefront of pleasure craft insurance for over 90 years. As such, **we** understand that offering the right insurance to **our** customers is about more than comparing premiums and cover it's also about choosing a company that appreciates the differing needs of boat owners. With **our** wealth of experience, **you** can be assured of a personal and professional service.

## Governing Law

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

If **you** would like to request a policy document, please call **us** or write and **we** will arrange for this to be sent out to **you**, alternatively a copy can be downloaded from **our** website: [www.navandgen.co.uk](http://www.navandgen.co.uk)

## Relevant to the entire policy

This policy is an agreement between **you** and **us** but is only valid if **you** pay the premiums. It is based on the information **you** gave **us** and confirmed to **us** during the application process or subsequently.

**Your** policy provides the cover for the period of insurance shown in **your** schedule. **You** must read these terms and conditions together with **your** schedule and any specifications or endorsements as one contract.

## Information you should provide

It is important **you** check the information shown in **your policy documentation**, as **your** policy and cover is based on the information **you** have given **us** (either direct or via **your** insurance adviser) during the application process or subsequently, as confirmed in **your** most recent documents. Although **we** may undertake checks to verify **your** details, **you** must take reasonable care to ensure all information provided by **you** or on **your** behalf is, to the best of **your** knowledge and belief, accurate and complete.

**You** must tell **us** immediately if at any time any of the information is incorrect or changes. If **we** have wrong information this may result in an increased premium and/or claims not being paid in full, or **your** insurance may not be valid and claims will not be paid. If in doubt about any information please contact **us** soon as possible.

Changes in information **we** need to be informed of include, but are not limited to, the following examples and apply equally to all persons covered under the policy:

- accidents (fault or non-fault) whether or not resulting in a claim;
- thefts (of or from the **Craft**);
- convictions or pending prosecutions for any criminal offence;
- change of **your** address or where **your Craft** is moored;
- make and/or model of **Craft**;
- use of **Craft**;
- modifications to **your Craft**;
- any health matters affecting ability to operate the **Craft**.

**Your** insurance may not be valid until **we** have agreed to accept **your** changes and **we** will be entitled to vary the premium and terms for the rest of the period of insurance.

**You** should keep a record of all information supplied to **us** in connection with this insurance.

The Schedule, Certificate of Insurance, Operative Endorsements and Policy are to be read together as one contract and are based on the information **you** have provided.

If **you** fail to pay **your** premium **we** will refuse **your** claim or take the balance of any outstanding premium due to **us** from any claim payment **we** make to **you**.

This may mean that **we** fulfil **our** obligations to any claim against **your** policy by a third party but seek full recovery of any sum made under **your** policy directly from **you**. This may include the instruction of solicitors or other recovery agents.

### Who controls my personal information?

This notice tells **you** how Navigators and General, a trading name of Zurich Insurance plc (“Zurich”), as data controller, will deal with **your** personal information. Where Zurich introduces **you** to a company outside the group, that company will tell **you** how **your** personal information will be used.

**You** can ask for further information about **our** use of **your** personal information or complain about its use in the first instance, by contacting **our** Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN or by emailing the Data Protection Officer at [GBZ.General.Data.Protection@uk.zurich.com](mailto:GBZ.General.Data.Protection@uk.zurich.com).

If **you** have any concerns regarding **our** processing of **your** personal information, or are not satisfied with **our** handling of any request by **you** in relation to **your** rights, **you** also have the right to make a complaint to the Information Commissioner's Office. Their address is: First Contact Team, Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF.

### What personal information will you collect about me?

**We** will collect and process the personal information that **you** give **us** by phone, email, filling in forms, including on **our** website, and when **you** report a problem with **our** website. **We** also collect personal information from **your** appointed agent such as **your** trustee, broker, intermediary or financial adviser in order to provide **you** with the services **you** have requested and from other sources, such as credit reference agencies and other insurance companies, for verification purposes. **We** will also collect information **you** have volunteered to be in the public domain and other industry-wide sources.

**We** will only collect personal information that **we** require to fulfil **our** contractual or legal requirements unless **you** consent to provide additional information. The type of personal information **we** will collect includes; basic personal information (i.e. name, address and date of birth), occupation and financial details,

health and family information, claims and convictions information and where **you** have requested other individuals be included in the arrangement, personal information about those individuals.

If **you** give **us** personal information on other individuals, this will be used to provide **you** with a quotation and/or contract of insurance and/or provision of financial services. **You** agree **you** have their permission to do so. Except where **you** are managing the contract on another's behalf, please ensure that the individual knows how their personal information will be used by Zurich. More information about this can be found in the 'How do you use my personal information' section.

### How do you use my personal information?

**We** and **our** selected third parties will only collect and use **your** personal information (i) where the processing is necessary in connection with providing **you** with a quotation and/or contract of insurance and/or provision of financial services that **you** have requested; (ii) to meet **our** legal or regulatory obligations, or for the establishment, exercise or defence of legal claims; (iii) for **our** "legitimate interests". It is in **our** legitimate interests to collect **your** personal information as it provides **us** with the information that **we** need to provide **our** services to **you** more effectively including providing **you** with

information about **our** products and services. **We** will always ensure that **we** keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

Examples of the purposes for which **we** will collect and use **your** personal information are:

- to provide **you** with a quotation and/or contract of insurance
- to identify **you** when **you** contact **us**
- to deal with administration and assess claims
- to make and receive payments
- to obtain feedback on the service **we** provide to **you**
- to administer **our** site and for internal operations including troubleshooting, data analysis, testing, research, statistical and survey purposes
- for fraud prevention and detection purposes.

**We** will use **your** health information and information about any convictions for the purposes of providing insurance, and this includes arranging, underwriting, advising on or administering an insurance contract between **you** and **us**.

**We** will contact **you** to obtain consent prior to processing **your** personal information for any other purpose, including for the purposes of targeted marketing unless **we** already have consent to do so.

## Who do you share my personal information with?

Where necessary, **we** share personal information for the purposes of providing **you** with the goods and services **you** requested with the types of organisations described below:

- associated companies including reinsurers, suppliers and service providers
- brokers, introducers and professional advisers
- survey and research organisations
- credit reference agencies
- healthcare professionals, social and welfare organisations
- other insurance companies
- comparison websites and similar companies that offer ways to research and apply for financial services products
- fraud prevention and detection agencies.

Or, in order to meet **our** legal or regulatory requirements, with the types of organisations described below:

- regulatory and legal bodies
- central government or local councils
- law enforcement bodies, including investigators
- credit reference agencies
- other insurance companies.

**We** may also share the following data with the types of organisations outlined above, for the purpose of statistical analysis, research and improving services:

- anonymised data – data encrypted to make it anonymous, which protects an individual's privacy by removing personally identifiable information
- pseudonymised data – personally identifiable information replaced with a pseudonym to make the data less identifiable, such as replacing a name with a unique number
- aggregated data – similar groups of data, such as age, profession or income which are expressed as a summary for statistical analysis.

### How do you use my personal information for websites and email communications?

When **you** visit one of **our** websites **we** may collect information from **you** such as **your** email address or IP address.

This helps **us** to track unique visits and monitor patterns of customer website traffic, such as who visits and why they visit.

**We** use cookies and/or pixel tags on some pages of **our** website. A cookie is a small text file sent to **your** computer. A pixel tag is an invisible tag placed on certain pages of **our** website but not on **your** computer. Pixel tags usually work together with cookies to assist **us** to provide **you** with a more tailored service. This allows **us** to monitor and improve **our** email communications and website. Useful information about cookies, including how to remove them, can be found on **our** websites.

### How do you transfer my personal information to other countries?

Where **we** transfer **your** personal information to countries that are outside of the UK and the European Union (EU) **we** will ensure that it is protected and that the transfer is lawful. **We** will do this by ensuring that the personal information is given adequate safeguards by using 'standard contractual clauses' which have been adopted or approved by the UK and the EU, or other solutions that are in line with the requirements of European data protection laws.

A copy of **our** security measures for personal information transfers can be obtained from **our** Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN, or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

### How long do you keep my personal information for?

**We** will keep and process **your** personal information for as long as necessary to meet the purposes for which it was originally collected.

There are a number of factors influencing how long **we** will keep **your** personal information, and these are shown below:

- to comply with applicable laws and regulations or set out in codes issued by regulatory authorities or professional bodies
- **our** business processes, associated with the type of product or service that **we** have provided to **you**
- the type of data that **we** hold about **you**
- if **your** data relates to any ongoing, pending, threatened, imminent or likely dispute, litigation or investigation
- to enable **us** to respond to any questions, complaints, claims or potential claims

- if **you** or a regulatory authority require **us** to keep **your** data for a legitimate purpose.

### What are my data protection rights?

**We** will, for the purposes of providing **you** with a contract of insurance, processing claims, reinsurance and targeted marketing, process **your** personal information by means of automated decision making and profiling where **we** have a legitimate interest and/or **you** have consented to this.

**You** have a number of rights under the data protection laws, namely:

- to access **your** data (by way of a subject access request)
- to have **your** data rectified if it is inaccurate or incomplete
- in certain circumstances, to have **your** data deleted or removed
- in certain circumstances, to restrict the processing of **your** data
- a right of data portability, namely to obtain and reuse **your** data for **your** own purposes across different services
- to object to direct marketing
- not to be subject to automated decision making (including profiling), where it produces a legal effect or a similarly significant effect on **you**

- to claim compensation for damages caused by a breach of the data protection legislation
- if **we** are processing **your** personal information with **your** consent, **you** have the right to withdraw **your** consent at any time.

**You** can exercise **your** rights by contacting **our** Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

## What happens if I fail to provide my personal information to you?

If **you** do not provide **us** with **your** personal information, **we** will not be able to provide **you** with a contract or assess future claims for the service **you** have requested.

## How do you use my claims history?

When **you** tell **us** about an **incident** or claim **we** may pass information relating to it to the relevant database. **We** and other insurers may search these databases when **you** apply for insurance, in the event of any **incident** or claim, or at time of renewal to validate **your** claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

## Fraud prevention and detection

In order to prevent and detect fraud **we** may at any time:

- check **your** personal data against counter fraud systems
- use **your** information to search against various publicly available and third party resources; use industry fraud tools including undertaking credit searches and to review **your** claims history
- share information about **you** with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If **you** provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in **your** case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. **You** may face fines or criminal prosecution. In addition, Zurich may register **your** name on the Insurance Fraud Register, an industry-wide fraud database.

## Cancellation rights

If **you** decide that **your** policy does not meet **your** requirements, please inform **us** or **your** insurance broker within 14 days of receiving it and **we** will return the entire premium **you** have paid for the period of insurance. After 14 days any return premium will be calculated on a pro-rata basis subject to a minimum premium of £25 (plus insurance premium tax).

**We** will not return any premium if an incident has occurred.

For renewals, if **you** decide that **your** policy does not meet **your** requirements, please inform **us** or **your** insurance broker within 14 days of **your** policy renewal date and **we** will return the entire premium **you** have paid for the period of insurance. After 14 days any return premium will be calculated on a pro-rata basis.

**We** will not return any premium if an incident has occurred.

## Our Right of Renewal

**Our** right to renew this policy does not affect **your** cancellation rights detailed on **your** copy of the policy. If **you** pay the premium to **us** using **our** Direct Debit instalment scheme **we** will have the right (which **we** may choose not to exercise) to renew the policy each year and continue to collect premiums using this method.

**We** may vary the terms of the policy (including the premium) at renewal.

If **you** decide **you** do not want **us** to renew the policy, provided **you** tell **us** before the next renewal date, **we** will not renew it.

Please note that no cancellation refund will be allowed if a **Total Loss** claim settlement has been paid or is in negotiation.

## Sanctions

Notwithstanding any other terms under this agreement, **we** shall not be deemed to provide coverage and will not make any payments or provide any service or benefit to **you** or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of **you** would violate any applicable trade or economic sanctions law or regulation.

# Definitions

**Agreed value:** this is the amount shown in the schedule, which represents the value of **your Craft** as declared by **you** and agreed by **us**.

**Commencement and End:** cover will commence at 0001 hours and end at 0000, unless otherwise agreed, on the dates shown in the schedule or renewal notice.

**Craft:** the **Craft** described in the schedule including trolleys and trailers; outboard motors; gear and equipment that would normally be sold with the **Craft**. If the **Craft** is 18' (5.5m) or longer, **we** automatically provide cover for tenders up to £500 in value.

**Europe:** European Union member states as well as Norway and Switzerland.

**Excess:** an amount to be deducted or collected in respect of any claim.

**Incident:** any accident or occurrence, or series of accidents or occurrences arising from the same originating cause.

**Kill Cord:** an engine cut out device specifically designed to stop the engine(s) automatically when the helmsperson moves away from the controls. The **kill cord** must be attached securely to the helmsperson before the engine is put into gear.

**Loss or damage:** accidental damage caused by forcible, violent or external means.

**Marina:** a secure and sheltered mooring complex, providing controlled access to berths, racking, compounds or pontoons. Excluding facilities with floating or temporary breakwaters.

**Personal effects:** Items of a personal nature belonging to **you**. Unless otherwise noted in the **policy documentation**, we will cover up to 2% of the sum insured of the **Craft** subject to a minimum of £500 and a maximum of £2,500.

**Policy Documentation:** policy, schedule, endorsements, renewal notice and certificate of insurance (where issued).

**Seaworthy:** the **Craft** is **seaworthy** if it is maintained and crewed in such a way as to be able to operate safely in the conditions which can reasonably be expected.

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

**Total Loss:** the **Craft** is irretrievably lost or destroyed. A constructive **total loss** is where the cost of replacement or repair exceeds the sum insured.

**Unattended:** the **Craft** is **unattended** if **you**, or someone appointed on **your** behalf, is not in a position to monitor the **Craft** and able to go to its immediate aid in the event of an **incident** or external interference.

**United Kingdom:** England, Wales, Northern Ireland, Scotland, Isle of Man and Channel Islands.

**Uninsured boater:** an owner or operator of a vessel other than **your Craft**, who is legally responsible for an accident, and:

- to whom no liability policy applies; or
- who cannot be identified.

**Unseaworthy:** the **Craft** is **unseaworthy** if it is not designed, built, maintained and crewed in such a way as to be able to operate safely in the conditions which can reasonably be expected. If **you** are unable to maintain the **Craft** due to the lack of knowledge, time or skill **you** must engage the services of somebody to do so on **your** behalf.

**Us, We, Our:** Navigators & General, a trading name of Zurich Insurance plc.

**You, Your:** the person, firm or company named in the **policy documentation**.

# Section A – Accidental damage cover

## What is covered:

We will pay **you** for **loss or damage** to **your Craft** whilst it is:

- ashore.
- in transit by road.
- afloat on inland and coastal waters, up to 12 nautical miles offshore, of the **United Kingdom** and **Europe**.

In accordance with the limits and requirements shown within the **policy documentation**.

## What you are not covered for:

- the **excess** shown within the schedule, except in the event of a **Total Loss**.
- loss of use of the **Craft**.
- **loss or damage** caused by wear, tear, depreciation or gradual deterioration if the **Craft** is over 3 years old, unless **you** are able to provide evidence that the **Craft** has been maintained appropriately.
- **loss or damage** to consumable stores or moorings.
- the cost of making good any defect in repair or maintenance, resulting from work carried out by any person employed by **you**.
- the cost of making good any fault or damage arising from any fault or error in design or construction.
- replacing, repairing or renewing a faulty part, faulty design, faulty construction or defective materials.
- theft of outboard motors attached to the **Craft** or her tenders unless it is securely locked by an anti-theft device which prevents retaining bolts/ clamps being undone, in addition to its normal method of attachment.
- theft of sailboard unless the theft involves forcible and violent entry or removal.
- theft of sailboard from an unattended vehicle unless it is attached to a locked car roof rack and is fitted with and secured by an anti-theft device, in addition to its normal method of attachment.
- theft of fixed gear and equipment from the exterior of **Craft** unless violence or force are used.
- a reduction in the **Craft's** market value following repair, or loss of value, warranty coverage or rating.
- mechanical, electrical or electronic breakdowns, failures, faults or breakages.
- **loss or damage** resulting from electrolysis, osmosis, or like conditions.
- **loss or damage** to the **Craft** caused by loss of control where a **kill cord** is fitted but has not been used.

- scratching, denting, bruising and chafing whilst in transit by road, rail, air or ferry.

### Additional Exclusions to apply to Craft with a Maximum Design Speed in excess of 20 m.p.h. or 17 knots

No claim will be allowed in respect of:

- loss, damage or liability whilst the **Craft** is participating in racing, speed tests or connected trials.
- loss, damage or liability in respect of fire and explosion, where the **Craft** is fitted with inboard machinery unless it is equipped with automatic or remote controlled fire extinguishing apparatus in the engine compartment.
- theft of **Craft** whilst stored unless the theft involves forcible and violent entry or removal.
- theft of the trailer, and any insured items attached to it, whilst unattended unless the trailer has been securely fastened by a wheel clamp or hitchlock.

### Preventing or Minimising a Loss

**We** will pay reasonable costs incurred, including salvage, in preventing or minimising a loss covered by this insurance.

### Grounding

**We** will pay the reasonable costs of inspecting the **Craft** following grounding, even if no damage is found.

### Loss or Damage to Personal Effects / Equipment

#### What is covered:

**Loss or damage** to personal items that do not form part of the **Craft's** inventory, while used in connection with the **Craft** and whilst in transit between **your** home and the **Craft**. Up to an amount of 2% of the sum insured of the **Craft**, minimum £500, maximum £2,500 unless otherwise stated in the schedule.

#### We will provide this cover for:

- **you, your** husband, wife or partner and children who permanently live in **your** normal home.

#### What you are not covered for:

- the **Excess** shown within the schedule.
- theft or vandalism of personal effects unless the craft has lockable cabin accommodation.
- theft from an unattended motor vehicle unless the vehicle was securely locked and the personal items hidden from view.
- damp, mould, mildew, vermin and moth.

- mechanical or electrical failure or breakdown.
- **loss or damage** to computer equipment or computer software, mobile phones, jewellery, furs, works of art and spectacles.
- breakage of items of a fragile nature.
- loss of money, travellers cheques, credit or debit cards.
- **loss or damage** to water skis, water toys, fishing, diving and sports equipment whilst in use.
- any one item in excess of £250 unless agreed in writing by **us**.
- wear, tear, depreciation or gradual deterioration.

### Marina benefits

If a claim occurs whilst the **Craft** is moored or is ashore in a **marina**, **we** will not apply the **excess**.

### Key Cover

**We** will pay for costs for stolen or damaged keys up to £500 per event, up to a maximum of £1,000 per policy period.

### Rescue and Evacuation

If an **insured person** or **your** guest is lost overboard from the **Craft** or requires emergency evacuation, **we** will pay up to £25,000 for costs incurred by **you** for the search, rescue and/or evacuation.

If a rescue or evacuation occurs by a registered charity or other registered non-profit organisation **we** shall make a donation of £100 in **your** name.

### Medical expenses

**We** will pay necessary medical expenses incurred by **you** or **your** guests as a result of bodily injury following an accident on board, whilst boarding or disembarking the **Craft** or tender. The maximum amount payable for any one **incident** is £1,000. The policy **excess** will not apply to this cover. **We** will not cover bodily injury caused by:

- HIV (Human Immunodeficiency Virus) and/or HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) however caused and/or any mutant derivatives or variations thereof.
- suicide, self-injury or any wilful act or self-exposure to peril (other than in an attempt to save human life).
- the influence of drugs (other than those prescribed by a registered doctor but not when prescribed for the treatment of drug addiction).
- abuse of solvents or alcohol.

## Excess Collision Waiver

In the event of a collision with another vessel where **we** agree **you** were not primarily at fault, no **excess** will apply to any resulting claim provided **you** can supply **us** with contact details of the responsible party.

## Race Fees

**We** will reimburse **you** up to £150 (in any one period of insurance) for non refundable race entry fees to an event **you** have entered the **Craft** and paid the fee for which **you** are subsequently unable to attend due to damage to **your Craft** caused by an **incident** covered by this policy.

## Mast and Sails damaged at an event

**You** are authorised to arrange the immediate replacement of the mast, spars and/or sails following damage whilst **you** are competing at a National, European or Worldwide class event. **We** will cover this cost, less the policy **excess** shown in **your** schedule, providing **you** retain the damaged equipment and are able to provide the invoice / receipt for the replaced equipment.

# Personal accident

## Definitions

**Loss of limb** means physical, permanent and total loss of use at or above the wrist or ankle.

**Loss of sight** means a complete, irrecoverable and irremediable loss of sight of one or both eyes.

**Permanent total disablement** means disablement that prevents attending to business or occupation of any and every kind which, lasting for 12 consecutive calendar months, is at the expiry of that period beyond all hope of improvement.

## What is covered

Personal accidents that occur onboard **your Craft** within 12 months of the event, are the sole and independent cause of subsequent disability. The **excess** will not apply to this cover.

### Benefits

Loss of limb	£25,000
Loss of sight	£25,000
Permanent total disablement	£25,000
Death	£25,000

The overall limit is £100,000 for any one accident or event. If any one accident or event involves four or more persons, the individual sums insured will be proportionally reduced, until the overall total does not exceed £100,000.

For persons aged under 16 or over 70 years at the time of the accident, the **permanent total disablement** benefit and the death benefit are both limited to £2,500.

## We will provide this cover for:

**you** and persons aboard **your Craft** (including whilst embarking or disembarking) with **your** permission.

## What you are not covered for:

- a disease, physical defect, illness or injury which existed prior to the accident.
- being under the influence of drink, drugs or solvent abuse.
- **you** are not covered for any other costs that are indirectly caused by the event which led to **your** claim, unless specifically stated in this Policy.
- disablement to any person employed by **you** in any capacity whatsoever.
- disablement to any person whilst **your Craft** is being used for purposes other than private pleasure.
- pregnancy.
- suicide, deliberate self-injury or wilful exposure to needless risk.

## Conditions

In the event of a claim, no payment will be made without appropriate medical certification which **you** must submit together with any information, evidence or receipts that **we** ask for. These must be obtained at **your** expense.

Where necessary, the claimant must agree to a medical examination. **We** will pay the cost.

No claim will be payable under more than one benefit in respect of any one accident.

In the event of an accident causing **permanent total disablement** followed by death from any one cause within 12 calendar months of the accident, **we** will only pay the death compensation.

## Pet medical expenses

**We** will pay necessary medical/vet expenses incurred by **you** for **your** pets or those of **your** guests as a result of bodily injury following an accident on board, whilst boarding or disembarking the **Craft**. The maximum amount payable for any one **incident** is £500. A policy **excess** of £50 will apply to this cover.

**We** will not cover bodily injury caused by:

- a pre-existing physical defect, condition or infirmity.
  - medical expenses incurred more than 14 days after the event.
  - where the **Craft** is used as a houseboat
- pregnancy, birthing or delivering a litter/clutch.

# Section B – Liability to others

## What is covered:

**We** will cover **your** legal liability, up to the limit stated within the policy schedule, to compensate other people if someone dies or is injured, or property is lost or damaged, as result of **your** interest in the **Craft**.

The **excess** will not apply to this cover.

## We will provide this cover for:

**you** and those in control of the **Craft** with **your** permission.

## What you are not insured for:

- liabilities whilst the **Craft** is in transit by road.
- liabilities assumed under contract, incurred solely by an agreement entered into by **you**.
- accidents or illness to persons contracted by **you**, in any capacity whatsoever, in connection with the **Craft**.
- liabilities resulting from any accident whilst the **Craft** is in the care, custody or control of any business, trade, profession or organisation.
- liability to passengers or crew engaged in any underwater sport or activity, from the time of leaving the **Craft** until safely within the **Craft**.
- any activity, other than water skiing or wakeboarding, involving persons being pulled by the **Craft** and/or tender(s) unless **you** have written agreement from **us**.

## Innocent Boater

### What you are covered for:

**We** will pay for bodily injury aboard **your Craft** that **you** are legally entitled to recover from an uninsured or unidentified third party, but have been unable to do so due to circumstances beyond **your** control.

### What you are not covered for:

- **loss or damage** caused by a **Craft** that **you** have a financial interest in
- **loss or damage** caused by a **Craft** owned by a governmental agency or unit

The maximum **we** will pay for any one **incident** is £15,000.

## Removal of Wreck

**We** will pay the reasonable costs of attempted or actual raising, removal or destruction of the wreck of the **Craft** or any failure to do so, resulting from **loss or damage** covered by this insurance.

## Rescue Boat Liability

Where a separate policy is not otherwise in place; liability is extended to include cover for bodily injury or death caused by **your** negligence whilst **you** are acting as official rescue/support boat crew (including skipper) for an organised on the water **United Kingdom** event.

# Conditions which apply to the whole of this policy

- 1 Everyone covered by this policy must follow the policy terms and conditions.
- 2 This policy is non-transferable.
- 3 Should the **Craft** be sold or transferred to new ownership or there is a change in interest, this policy will be cancelled from the relevant date.
- 4 **Your** policy is governed by the law that applies to where **you** reside within the **United Kingdom**. If there is any disagreement about which law applies, English law will apply. **You** agree to submit to the exclusive jurisdiction of the courts in England and Wales. Unless agreed otherwise, **we** will communicate to **you** in English.
- 5 **You** must tell **us** if any of the information on which this insurance is based changes. Failure to do so may result in **your** insurance no longer being valid and claims not met. If in doubt about any change **you** should disclose it. If **your** policy is amended as a result of any change **we** will be entitled to vary the premium and terms for the rest of the period of insurance. **You** should keep a record (including copies of letters) of all information supplied to **us** in connection with this insurance.
- 6 **You** must at all times exercise due care and diligence and do all **you** reasonably can to prevent **loss or damage** to **your Craft**.
- 7 **We** will pay the reasonable cost of repair for **loss or damage**. In the event of a **Total Loss** or a constructive **Total Loss**, **we** will either pay the **Agreed Value** of the **Craft** or provide a replacement **Craft** of a similar age, size and type. Reasonable replacement or repair to be considered sufficient, even if the appearance and condition of the **Craft** is not the same as prior to the claim.
- 8 If any claim is covered by another insurance, **we** will not pay the claim.
- 9 In no case will **we**, under any section, pay more than the sum insured shown against that item in the schedule.
- 10 In no case will **we** pay for unrepaired damage in the event of a subsequent **Total Loss**.
- 11 If **your** claim is fraudulent or false in any way, **we** will not make any payment and the policy will be void. There will no refund of premium.
- 12 In the event of **loss or damage** to the outboard motors, **we** will pay the current replacement price less 10% per annum, up to a maximum deduction of 50%.

**13** In the event of **loss or damage** to unspecified trailers or trolleys **we** will pay the current replacement price less 10% per annum, up to a maximum deduction of 50%.

**14** In the event of a claim under more than one section of the policy, the highest **Excess** will apply.

**15** No person who is not party to this policy, or to whom cover is not expressly extended, may enforce any term of this policy.

**16** If **you** pay the premium to **us** using **our** Direct Debit instalment scheme, **we** will have the right (which **we** may not use) to renew the policy each year and continue to collect premiums using this method.

**We** may vary the terms of the policy (including the premium) at renewal. If **you** decide that **you** do not want **us** to renew the policy, as long as **you** tell **us** before the next renewal date, **we** will not renew it.

**17** This insurance may be cancelled by **us** at any time subject to 30 days notice to **you** or by mutual agreement, when a pro rata return of premium shall be made calculated on the annual premium charged, subject to a minimum premium of £25 (plus insurance premium tax).

**Our** right to renew this policy does not affect **your** cancellation rights detailed on page 10 and condition 17 on page 21 of the policy.

**18** If **you** have elected to pay **your** policy annually, but failed to pay **your** premium:

**We** may refuse **your** claim or take the balance of any outstanding premium due to **us** from any claim payment **we** make to **you**. This may mean that **we** fulfil **our** obligations to any claim against **your** policy by a third party, but seek full recovery of any sum made under **your** policy, directly from **you**. This may include the instruction of solicitors or other recovery agents; and **we** may cancel **your** policy by sending **you** seven days' written notice to **your** last known address. This does not affect **our** right to collect any outstanding premium from **you**.

If **you** have elected to pay **your** policy monthly, but **you** have defaulted on a monthly payment, **we** further reserve the right to cancel **your** policy in the event that there is a default in instalment payments due under any associated Consumer Credit Agreement. However, **we** will send a letter to **your** last known address and give **you** 14 days' notice to pay the premium. If **you** fail to pay or choose to cancel **your** policy, **your** refund will be used to pay any sums due under any associated Consumer Credit Agreement.

# Exclusions which apply to all sections of this policy

**We** will not pay for any claims arising from:

- 1 war, invasion, civil war, conflict or commotion.
- 2 **terrorism**.
- 3 any chemical, biological, bio-chemical or electromagnetic weapon.
- 4 ionising radiation, radioactivity, nuclear fuel, nuclear waste or nuclear equipment.
- 5 wilful misconduct or acts of recklessness by **you** or other persons in control of the **Craft** including, not limited to, conduct when under the influence of alcohol or drugs.
- 6 any accident or **incident** that occurs outside the period of insurance.
- 7 hire, charter, reward or any other commercial activity.
- 8 **your** failure to maintain the **Craft** in a **seaworthy** condition or in the case of a trailer, roadworthy condition.
- 9 the **Craft** being left **unattended** afloat on moorings, unless otherwise agreed. However, **Craft** are permitted to be moored on a recognised **marina** berth at any time and on a mooring recognised within a nautical chart or almanac during the period 1st April to 30th September for a period not exceeding 28 days.
- 10 loss, damage or liability whilst participating in racing if the **Craft** is over 23ft in length, unless otherwise agreed by **us**.
- 11 the **Craft** crossing the English Channel, Irish or North Seas.
- 12 the **Craft** being more than 12 miles offshore.

# Conditions relating to accidents and claims

- 1** When **you** contact **us** about a claim on 01273 863450, **you** will need to tell **us**:
  - **your** name and address.
  - the place where the **loss or damage** occurred.
  - what caused the **loss or damage**.
  - telephone numbers and/or address including witnesses and third parties, where known.
- 2** **You** must tell **us** immediately about any accidents, claims or legal proceedings in connection with this policy, and give **us** all the information and help **we** may need, including contact details of all witnesses, likely claimants and persons against whom any recovery might be made. **You** must send any writ or summons or comparable foreign documentation to **us** immediately it is received. **We** will decide how to settle or defend a claim, and may bring or defend proceedings in the name of any person covered by the policy, including proceedings for recovering any claim.
- 3** **You** must report any loss, theft, attempted theft or malicious damage to the police immediately.
- 4** **We** will pay reasonable costs incurred by **you** in respect of Official Inquiries and/or Coroners' Inquests. **We** will also pay reasonable costs incurred by **you**, subject to **our** prior approval, for settling or defending any claim.
- 5** **We** retain the option to decide where the repairs are carried out and may require a number of quotations.

## Our complaints procedure

### Our commitment to customer service

**We** are committed to providing a high level of customer service. If **you** feel **we** have not delivered this, **we** would welcome the opportunity to put things right for **you**.

### Who to contact in the first instance

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with **your** usual contact at Zurich or **your** broker or insurance intermediary as they will generally be able to provide **you** with a prompt response to **your** satisfaction.

Contact details will be provided on correspondence that **we** or **our** representatives have sent **you**. (For example on **your** welcome or renewal communication or on claim acknowledgement letters.)

Alternatively **you** can contact **us** for any policy related issues as below:

**Telephone:** 01273 863400

**By post:** Navigators & General  
PO Box 3707  
Swindon SN4 4AX

### Many complaints can be resolved within a few days of receipt

If **we** can resolve **your** complaint to **your** satisfaction within the first few days of receipt, **we** will do so.

Otherwise, **we** will keep **you** updated with progress and will provide **you** with **our** decision as quickly as possible.

### Next steps if you are still unhappy

If **you** are not happy with the outcome of **your** complaint, **you** may be able to ask the Financial Ombudsman Service to review **your** case.

**We** will let **you** know if **we** believe the ombudsman service can consider **your** complaint when **we** provide **you** with **our** decision. The service they provide is free and impartial, but **you** would need to contact them within 6 months of the date of **our** decision.

More information about the ombudsman and the type of complaints they can review is available via their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

**You** can also contact them as follows:

**Post:** Financial Ombudsman Service,  
Exchange Tower,  
London, E14 9SR

**Telephone:** 08000 234567  
(free on mobile phone and landlines)

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

If the Financial Ombudsman Service is unable to consider **your** complaint, **you** may wish to obtain advice from Citizens Advice (or a similar service) or seek legal advice.

### **Navigators & General – Brighton**

PO Box 3707, SN4 4AX Tel 01273 863400 Fax 01273 863401  
email [enquiries@navandgen.co.uk](mailto:enquiries@navandgen.co.uk) [www.navandgen.co.uk](http://www.navandgen.co.uk)

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