

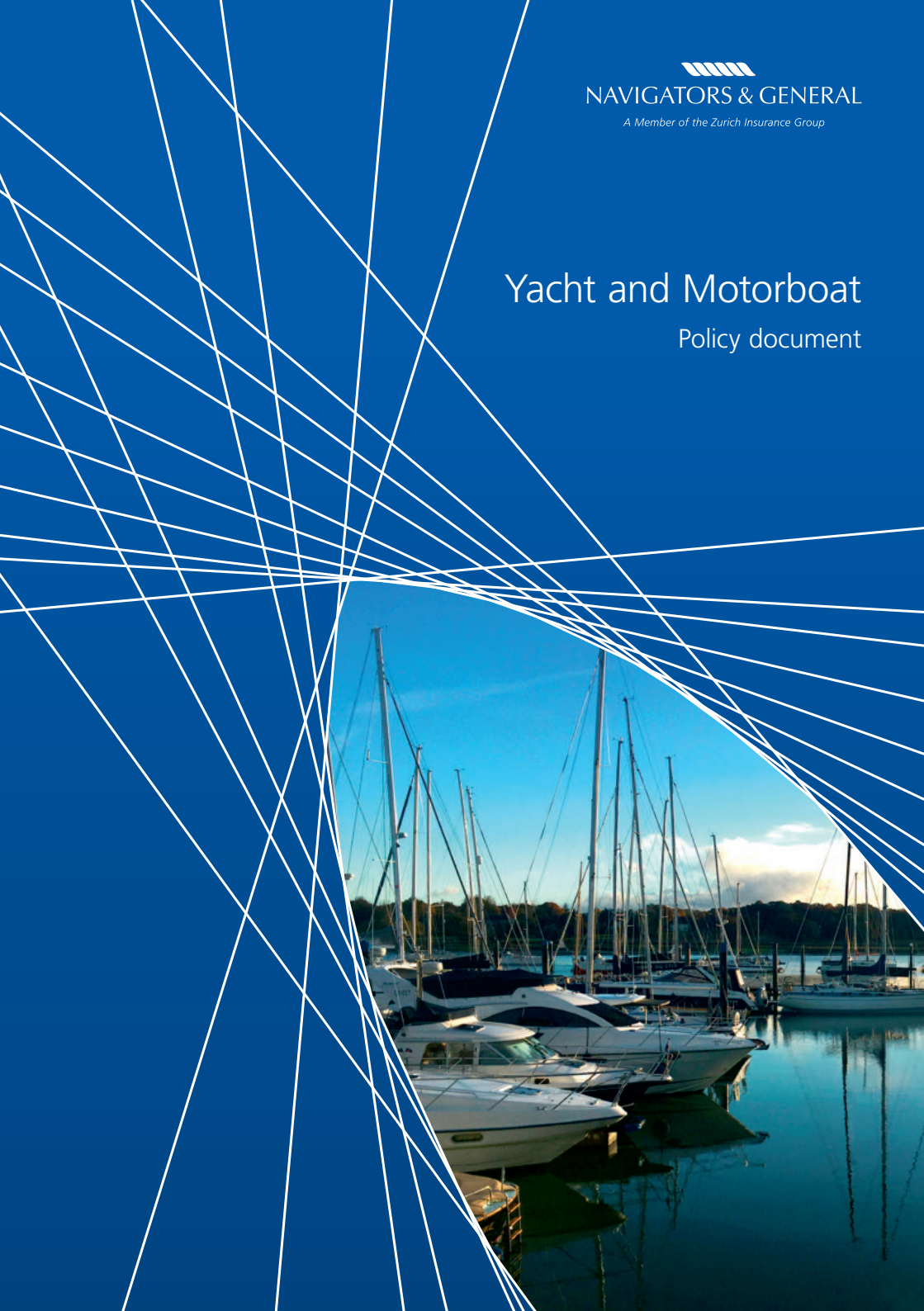


NAVIGATORS & GENERAL

*A Member of the Zurich Insurance Group*

# Yacht and Motorboat

Policy document



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# Data protection statement

Zurich takes the privacy and security of your personal information seriously. We collect, use and share your personal information so that we can provide policies and services that meet your insurance needs, in accordance with applicable data protection laws.

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.

We and our selected third parties will only collect and use personal information (i) where the processing is necessary in connection with providing a quotation and/or contract of insurance; (ii) to meet our legal or regulatory obligations; (iii) where you have provided the appropriate consent; (iv) for our 'legitimate interests'.

It is in our legitimate interests to collect personal information as it provides us with the information that we need to provide our services more effectively including providing 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.

A full copy of our data protection statement can be viewed via [www.zurich.co.uk/dataprotection](http://www.zurich.co.uk/dataprotection)

## How you can contact us

If you have any questions or queries about how we use your data, or require a paper copy of the statement, you can contact us via [gbz.general.data.protection@uk.zurich.com](mailto:gbz.general.data.protection@uk.zurich.com) or alternatively contact our Data Protection Officer at Zurich Insurance, Unity Place, 1 Carfax Close, Swindon, SN1 1AP.

# Important notes

## 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.

## Claims history

We may pass information relating to claims or potential claims to any relevant database.

We and other insurers may search these databases when you apply for insurance, when claims or potential claims are notified to us 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.

# 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 phones 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 the Citizens Advice Bureau or seek legal advice.

# Thank you for choosing Navigators & General for your insurance

**We** have been at the forefront of pleasure boat insurance for over 100 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.

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.zurich.co.uk/navigators-and-general](http://www.zurich.co.uk/navigators-and-general)

## Important note

This policy is designed to provide insurance protection against the risk of severe weather incidents and events such as fire and theft. It is not a substitute for proper upkeep of the **vessel** or for things wearing out, breaking down or failing because of lack of maintenance.

The policy requires that the **insured property** is not **unseaworthy** and if **you** are unable to maintain the **insured property** due to lack of knowledge, time or skill **you** must engage the services of somebody to do so on **your** behalf.

Some countries may require additional certification, please contact **us** if **you** are planning to use **your vessel** or **your tender** outside of the UK.

# Introduction

## Relevant to the entire policy

This policy is an agreement between **you** and **us** in respect of the entire policy except optional Legal expenses cover which is a contract between **you** and the insurer of that contract (please refer to their separate policy if **you** have chosen that cover) and is only valid if **you** pay the premium.

Any reference to any statute or statutory instrument stated in **your** policy will include any later amendments made or enacted.

**Your** most recent schedule sets out the information **we** were given when **we** agreed to provide **you** with the cover and terms of **your** policy.

**Your** policy provides cover for the sections and the period of insurance shown in **your** schedule. **You** must read **your policy documentation** as one single contract. Please read **your policy documentation** to make sure the cover provided meets **your** needs. If this is not the case, please contact **us** or **your** insurance broker as soon as possible.

When **you** take out, renew and make changes to the cover provided by this policy, **you** must take reasonable care to accurately answer any questions which **we** ask of **you** and to make sure any information **you** give **us** is accurate.

Failure to meet these obligations could result in **your** policy being invalidated, a claim not being paid, or an additional premium being charged.

**Your** policy and schedule detail all the covers available with this type of insurance. Not all the covers may apply to **you** and **your** schedule will show which covers are in force, and the **sums insured** and limits where appropriate. **You** may request to increase or add elements of cover and, if **we** agree, **we** may adjust the premium to reflect this change.

**We** recommend that **you** keep a record of all information supplied in connection with **your** policy. Unless agreed otherwise, **we** will communicate with **you** in English.

The conditions and exclusions that apply to all sections of **your** policy are shown on pages 29 to 35. Please make sure that **you** read these as well as the cover shown in each section.

**Cover will commence at 00.00 hours and end at 23.59 inclusive, on the dates shown in the schedule unless agreed otherwise.**

## Your 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 (or for renewals, within 14 days of **your** policy renewal date), and **we** will refund all the premium **you** have paid for the period of insurance. After these 14 days, **we** will refund any remaining balance of premium **you** have paid in proportion to the time left until **your** current period of insurance is due to end.

**We** will not return any premium if a claim (or a loss that could result in a claim) has occurred.

Please see 'Conditions which apply to the whole policy' for full details of all cancellation conditions.

## Governing law

**Your** policy is governed by the law that applies to where **you** reside within the United Kingdom, the Channel Islands or the Isle of Man. If the above does not apply or 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.



# Definitions

Certain words in **your** policy have specific meanings. These words and their meanings are detailed in this section and apply to **your** entire policy wherever **we** have shown them in bold throughout.

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

**Excess:** the amount stated in **your policy documentation** which **you** will pay in the event of a claim, and which will be deducted from any payment under this policy after all other terms and conditions have been applied.

**Fixtures and fittings:** carpets, soft furnishings, furniture and appliances of a non-marine nature fitted to the **vessel** and which would normally form part of the inventory if the **vessel** was sold.

**Incident:** any insured event, or series of insured events arising from the same originating cause.

**Insured person:** **you**, **your** spouse or partner and children who live at **your** permanent address who are on board the **vessel**.

**Insured property:** the **vessel** together with any **leased equipment or tenders** as listed in the **schedule**.

**Kill cord:** an engine cut out device specifically designed to stop the engine(s) automatically when the helmsperson moves away from the controls.

**Latent defect:** an inherent defect in the design, construction, workmanship or materials used becoming apparent after the build of the **vessel** and which could not have been reasonably detected prior to any loss.

**Leased equipment:** equipment installed on board the **vessel** which is not owned by **you** but for which **you** have a contractual liability.

**Machinery:** the **vessel's** motors (main, auxiliary and manoeuvring/thrusters), generators, gearboxes, stabilisers, drive trains (including shafts, brackets and couplings) and their connections.

**Marina:** a secure and sheltered mooring complex, providing controlled access to berths, racking, compounds or pontoons. This does not include facilities with floating or temporary breakwaters.

**Modifications:** any non-cosmetic change to the **insured property** other than those approved by the manufacturer. Modifications would include, but are not limited to; re-engining, extending the superstructure, a different rig or sails, sheathing the **vessel**, adding a bathing platform or changing the length of the **vessel**.

**Personal effects:** items of a personal nature belonging to an **insured person**.

**Policy documentation:** **your** policy and schedule, any endorsements, special terms or conditions which apply and **your** certificate of insurance (where issued).

**Racing:** any organised competitive events with a designated start and finish, speed tests or connected trials.

**Recognised mooring:** a professionally laid and maintained yacht mooring or sheltered anchorage which appears in a marine publication such as a chart, almanac or area/pilotage guide.

**Sum insured:** the insured value stated in **your policy documentation** which is the maximum amount that **we** will pay for any given section or cover.

**Tender:** an auxiliary craft (excluding jet skis, personal watercraft and water scooters) which is either carried onboard, used in conjunction with or towed behind the **vessel**. Unspecified **tender(s)** and their engines/equipment not exceeding 16 feet in length nor exceeding £2,000 in value are covered automatically.

**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:** irretrievable loss of the main craft, or where the cost of its replacement or repair exceeds the **sum insured**.

**Unattended:** when **you**, or somebody appointed on **your** behalf, are not in a position to monitor the **insured property** and able to go to its immediate aid in the event of an **incident** or external interference.

**Uninsured boater:** an owner or operator of another craft other than the **vessel**, who is legally responsible for an accident and:

- has no liability cover; and/or
- cannot be identified.

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

**Unseaworthy:** designed, built, maintained and/or crewed in such a way as to be unable to operate safely.

**Vessel:** the craft described in **your** schedule including:

- **machinery** and outboard motors not exceeding 20hp unless otherwise shown in the schedule
- gear and equipment that would normally be sold with the **vessel**
- **fixtures and fittings**
- **tender(s)**.

**We, us our:** Navigators & General, a trading name of Zurich Insurance Company Ltd.

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

# Section A – Loss or damage cover

This section is applicable when specified in your policy schedule.

## What is covered:

We will pay **you** the reasonable cost of repair or replacement for loss or damage to the **insured property** whilst it is:

- ashore or afloat
- in commission or out of commission
- being lifted, hauled out or launched.

## What is not covered:

- the **excess** shown within the **policy documentation**, except in the event of a **total loss** where no **excess** applies
- damage caused by galvanic corrosion/electrolysis where **you** are unable to demonstrate that anodes of sufficient size and appropriate type have been correctly installed to the **vessel** and inspected annually
- osmosis
- loss or damage to the **insured property** caused by it being **unseaworthy**
- the cost of making good any defect in repair or maintenance, resulting from work carried out by any person employed by **you** other than the **vessel's** permanent crew
- loss or damage to fuel
- replacing, repairing or renewing a **latent defect** or faulty part, faulty design, faulty construction or defective materials
- theft from the interior of the **vessel** or shore storage unless violence is used to break into the **vessel** or place of storage
- theft of gear and equipment from the exterior of the **vessel** unless force is used
- theft of outboard motors attached to the **vessel** or a **tender** unless securely locked by a purpose manufactured anti-theft device which prevents the retaining bolt/clamps from being undone. In the case of outboard motors which are less than 20hp a purpose manufactured security device which is in addition to the normal method of attachment is deemed sufficient
- theft of a trailer, or any insured items attached to it, whilst **unattended** unless the trailer is securely fastened by a wheel clamp or hitch lock or in locked storage

- a reduction in the **vessel's** market value following repair, or loss of value, warranty coverage or rating
- failure, fault or breakage of electrical or mechanical equipment
- unrepaired damage in the event of a **total loss**
- loss or damage to the **vessel** or **tender** caused by loss of control where a **kill cord** is fitted but has not been used
- loss or damage to the **vessel** or **tender** whilst being transported as either marine or air cargo
- loss of use of the **insured property**
- loss or damage to a jet drive or jet propulsion unit, as a result of ingestion of an underwater or floating object
- loss or damage to the **vessel** or **tender's** mooring
- loss or damage to sails split by the wind or blown away
- loss or damage to the **insured property** whilst **racing** unless shown in the schedule
- loss or damage caused by wear, tear, depreciation or gradual deterioration if the **vessel** is over 3 years old, unless **you** can provide evidence that the **vessel** has been maintained appropriately.

## Machinery

In addition to the above, **your** policy does not cover loss or damage to **machinery** caused by:

- wear, tear, depreciation or gradual deterioration unless:
  - the **machinery** is the original supplied with the **vessel** or an equivalent replacement; and
  - the **vessel** is less than 3 years old; and
  - **you** have owned the **vessel** from new; and
  - there is evidence that **machinery** has been maintained and/or serviced as per manufacturer's guidelines including checks on the affected part at least annually

Where the age of the **machinery** is unknown it will be treated as if it is over 3 years old and no cover will apply

- the negligence of any person unless the **vessel** catches fire, grounds, strands, sinks or is in contact with any external solid object (ice included)
- **latent defects** or breakage of shafts within the affected **machinery**
- mechanical breakdown, electrical failure or software
- freezing unless the cooling system has been drained of water or it has been winterised in accordance with the manufacturers' recommendations
- water, where the water has taken more than 24 hours to enter the **vessel** of sufficient volume to cause damage to the **machinery**
- contaminated fuel.

## Extensions

### Grounding

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

### Marina benefits

If a claim occurs whilst the **vessel** is moored or is ashore in a **marina**, we will not apply the **excess** and **your** no claims bonus will be unaffected.

### Medical expenses

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

For the purposes of this cover, the definition of **insured person** will not include **you**, where **you** are a firm or company.

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 or deliberate self-injury
- wilful exposure to needless risk (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
- pregnancy or childbirth, where the pregnancy has exceeded twenty eight (28) weeks
- a pre-existing physical defect, condition or infirmity.

We will not pay for medical expenses incurred more than one calendar year after the accident.

### No Claims Bonus

(Applicable only if shown on **your** policy schedule).

Providing no claim has been made during the previous years' period of insurance, **you** will be entitled to the following discount from the **vessel's** premium.

After first year	5%
2 consecutive years	10%
3 consecutive years	15%
4 consecutive years	20%

Protected no claims bonus only applies if shown on **your** schedule.

### Non-fault waiver

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

### Personal accident

We will pay one of the benefits set out below if an **insured person** or **your** guest suffers bodily injury solely and directly as a result of an accident on board or whilst boarding or disembarking the **vessel** or **tender**.

The subsequent disability or death must occur within 12 calendar months of the accident.

Definitions which apply only to personal accident cover and printed in bold below:

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

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

**Permanent total disablement:** disablement, which 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.

- **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 **incident**.

If any single **incident** involves 4 or more persons, the individual benefit 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** and death benefits are limited to 50% of the amount noted above.

For the purposes of this cover, the definition of **insured person** will not include **you**, where **you** are a firm or company.

**We** will not cover claims arising from:

- a disease, physical defect, illness or injury which existed prior to the accident
- any other costs that are indirectly caused by the accident which led to the claim, unless specifically stated in the policy
- pregnancy
- suicide or deliberate self-injury
- being under the influence of drink, drugs or solvent abuse
- wilful exposure to needless risk, (other than in an attempt to save human life)
- more than one benefit in respect of any one **incident**.

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 requested by **us**, the claimant must agree to a medical examination, **we** will pay the cost.

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 up to the death benefit.

### Personal effects

**We** will cover loss or damage to **personal effects** whilst on board the **vessel** and/or whilst in transit between **your** home and the **vessel**.

Unless otherwise specified in the schedule, **we** will cover up to 2% of the **sum insured** of the **vessel** subject to a minimum of £500 and a maximum of £2,500.

What is not covered:

- theft unless violence and force are used to break into the **vessel** or onboard place of storage
- theft from an **unattended** motor vehicle unless the vehicle was locked and the items were out of view
- damp, mould, mildew, vermin and moth
- mechanical or electrical failure or breakdown
- breakage of items of a fragile nature unless caused by thieves, fire, stranding, sinking or the **vessel** being in collision with an external object
- loss of currency, travellers' cheques, prepayment cards, vouchers, credit or debit cards
- collections of stamps, coins, medals or other collectables
- wear, tear, depreciation or gradual deterioration
- any item with a pre **incident** value more than £500 unless specified on **your** schedule
- loss or damage caused by changes in temperature or humidity
- loss or damage to portable electronic devices (unless used for the **vessel's** navigation), software, digital media, mobile phones, photographic equipment, jewellery, furs, works of art and spectacles
- loss or damage to fishing equipment, water skis, water toys, diving or sports equipment whilst in use.

### Pet medical expenses

We will pay necessary medical or vet expenses incurred by an **insured person** for their pets or those of **your** guests as a result of bodily injury following an accident on board or whilst boarding or disembarking the **vessel**. 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:

- pregnancy, birthing or delivering a litter/clutch
- a pre-existing physical defect, condition or infirmity

or

- medical or vet expenses incurred more than 14 days after the event
- where the **vessel** is used as a houseboat.

### Pollution hazard

We will pay for loss or damage to the **vessel** caused by a governmental authority, whilst trying to prevent or mitigate a pollution hazard resulting directly from loss or damage to **your vessel**.

### Preventing or minimising a loss

We will pay reasonable costs incurred, including salvage, in preventing or minimising a loss covered by this policy including any act of a governmental authority done for the purpose of saving the **insured property**.

### Rescue and evacuation

If an **insured person** or **your** guest is lost overboard from the **vessel** or requires emergency evacuation, **we** will pay up to £50,000 for costs incurred by **you** for the search, rescue and/or evacuation.

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

### Single handed use

You are covered for single handed sailing.

What is not covered:

- if individual passages exceed 24 hours
- if the **vessel** is **unseaworthy** due to lack of crew
- whilst **racing**.

### Tender use away from the vessel

The **tender(s)** may be used independently from the **vessel** provided:

- it is not powered by a jet drive
- it is not used more than three nautical miles offshore
- it is being used within the cruising range shown on **your** schedule
- it is not being used for water skiing or the towing of inflatable toys unless **we** have specifically agreed this cover and an endorsement is shown separately on **your policy documentation**.

### Transit

**We** will cover loss or damage to the **insured property** whilst in transit (including loading and unloading) by road, rail or ferry within Europe.

**We** will provide this cover provided the length overall (LOA) of the **vessel** does not exceed 30' (9.14m).

What is not covered:

- cosmetic scratching, bruising, denting.

# Section B – Liability to others

This section is only applicable when specified in your policy schedule.

## What is covered:

We will cover **your** legal liability up to the limit stated on **your** schedule to compensate other people if someone dies, is injured or property is damaged as a result of **your** interest in or use of the **insured property**, and/or the costs associated with defending such a claim.

We will provide this cover for **you** and those in control of the **insured property** with **your** permission.

## What is not covered:

- more than the liability limit stated in **your** schedule for each **incident**
- liability whilst the **insured property** is in transit by road, rail, marine cargo or air cargo
- liability assumed under contract, incurred solely by an agreement **you** enter into
- accidents or illness to persons contracted by **you**, in any capacity whatsoever, in connection with the **vessel**
- liability of any **insured person**, passengers or crew engaged in any underwater sport or activity from the time of leaving the **vessel** or **tender** until safely back on board
- liability resulting from any accident whilst the **vessel** is in the care, custody or control of any business, trade, profession or organisation
- any activity other than water skiing and wakeboarding involving persons being towed by the **vessel** and/or **tender(s)** unless and to the extent that such cover is shown by endorsement in **your** schedule
- liability incurred whilst using an unregistered or illegally obtained firearm or where a firearm is in contravention of any applicable regulations.

## Extensions

### Racing

If **racing** risks are insured and shown on **your** schedule, **we** will cover **your** legal liability, to compensate other people if someone dies, is injured or property is damaged as a result of **your** interest in, or use of, the **vessel** whilst **racing**, and/or the costs associated with defending such a claim.

**We** will not pay more than the total limit shown on **your** schedule for each **incident** covered by Section B.

### Removal of Wreck

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

**We** will not pay more than the total limit shown on **your** schedule for each **incident** covered by Section B.

### Uninsured owner or operator

What is covered:

Costs incurred following bodily injury to an **insured person** aboard the **vessel** or **tender** which **you** are legally entitled to recover from an **uninsured boater**.

The maximum **we** will pay for any one **incident** is £50,000.

What is not covered:

- bodily injury caused by a **vessel** that **you** have a financial interest in
- bodily injury caused by a **vessel** owned by a governmental agency or unit
- a craft being used by an **insured person** without permission
- the **vessel** being used for charter, hire or reward
- where no evidence of physical contact exists between the **vessel** and the uninsured/unknown craft.

# Endorsements

The following only apply when shown in your schedule.

Endorsements form part of, and should be read in conjunction with, the **policy documentation**. They are subject to the Conditions and Exclusions which apply to the whole policy, unless specifically stated otherwise by the applicable endorsement.

## a) Get you home cover

Where the **vessel's** home port is in the **United Kingdom**, we will pay:

- the reasonable home travel and accommodation expenses of an **insured person** or **your** guest if it becomes necessary to terminate the voyage; and/or
- the reasonable costs, whilst the **vessel** is cruising continental waters, for a delivery crew to return the **vessel** to its home port as shown in the schedule or declared to us if it becomes necessary to terminate the voyage following:
  - loss or damage to the **vessel**, rendering it **unseaworthy** until repairs have been carried out provided the **vessel** will be out of use for a minimum of 7 days
  - illness or injury to anyone on board resulting in the **vessel** having insufficient experienced crew provided it prevents that individual from sailing for a minimum of 7 days.

The maximum amount payable for any one **incident** is £1,500.

## b) Protected bonus

**Your** no claims bonus discount will not be reduced if **you** make a claim under this policy.

## c) Water skiing

We will cover liability under Section B of the policy, to and of water skiers and wakeboarders whilst being towed by the **vessel** or **tender**. The maximum limit of indemnity for this cover is £3,000,000 any one **incident**.

## d) Racing cover

What **you** are covered for:

- loss or damage whilst the **vessel** is **racing**.

What is not covered:

- double the **excess** shown in **your** schedule

- one-third of the total cost of replacing or repairing sails, masts, spars, fittings and standing and running rigging lost or damaged, but with no further deduction for new replacing old and no application of policy **excess** to any part of any claim to which the one-third deduction applies
- single handed **racing**.

#### e) Houseboat

The **vessel** may be used as a permanent residence by an **insured person**.

#### f) Houseboat contents

What is covered:

- loss or damage to **fixtures and fittings** and the **personal effects** of an **insured person**.

What is not covered:

- the **excess** shown in **your** schedule
- theft unless violence and force are used to break into the **vessel** or onboard place of storage
- theft from an **unattended** motor vehicle unless the vehicle was securely locked and the items hidden from view
- damp, mould, mildew, vermin and moth
- mechanical or electrical failure or breakdown
- loss or damage to portable electronic devices (unless used for the **vessel's** navigation), software, digital media, mobile phones, photographic equipment, jewellery, furs, works of art and spectacles
- loss or damage to collections of stamps, coins or medals
- 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
- loss or damage to satellite dishes, radio and television aerials

- wear, tear, depreciation or gradual deterioration
- any item above £500 unless shown in **your** schedule
- animals
- food and drink
- motorised vehicles
- deeds and documents.

### g) Jet ski

What is not insured:

- loss or damage as a result of ingestion of an underwater or floating object
- loss, damage or liability if the driver is under the age of 16
- theft unless from the **vessel's marina** berth whilst locked to the **vessel** or following forcible and violent entry to a locked building
- loss or damage or liability when left afloat and **unattended**
- loss, damage or liability unless the **kill cord** is in operation.

Personal buoyancy aids must be worn at all times.

### h) Informal racing – IFR

**You** are covered for loss or damage to the **insured property** whilst **racing** in any of the following:

- **racing** undertaken using the Portsmouth Yardstick handicap system
- any regatta where **we** are an official sponsor
- races where the use of spinnakers, gennakers or cruising chutes is specifically excluded in the notice to race
- the crewed 'Round The Island' race organised by the Island Sailing Club.

What is not covered:

- double the policy **excess** shown in the **policy documentation**
- loss or damage to spars, rigging and sails if the **incident** occurs whilst a spinnaker, gennaker, or cruising chute is set, being hoisted or lowered



- any **incident** which occurs whilst the **vessel** is being used for charter, hire or reward
- single handed **racing**.

#### **i) Towing of water toys – TOY**

**We** will cover liability under section B of the policy, arising from the towing of water toys (including inflatable toys), provided:

- the water toy is designed for and used by a maximum of one person at any one time
- a maximum of two water toys are towed at any time
- the water toys must be purpose built and used in accordance with the manufacturer's instructions and guidelines
- there are a minimum of two competent people onboard the towing craft, with one acting as a lookout
- personal buoyancy aids are worn at all times.

What is not covered:

- loss or damage to water toys
- water toys designed to become airborne
- liability whilst the water toy is being towed unladen except in the ordinary course of recovery.

**We** will not pay more than the limit for this cover shown in **your** schedule.

#### **j) Machinery damage cover – DMC**

**We** will pay the reasonable cost of repair or replacement to **machinery** caused by:

- **latent defects** or breakage of shafts but excluding the cost of replacing or repairing a defective part or broken shaft
- negligence but excluding negligence or breach of contract in respect of alteration or repair work carried out at **your** expense or in respect of the maintenance of the **vessel**
- contaminated fuel.

## k) War – WAR

What is covered:

- war, civil war, conflict, commotion or **terrorism**
- capture, seizure, arrest, restraint, detainment, confiscation, expropriation and the resulting consequences.

What **you** are not insured for:

- loss, damage or liability arising from outbreak of war between any of the following:
  - United States of America
  - **United Kingdom**
  - France
  - the Russian Federation
  - the People's Republic of China
- loss, damage or liability whilst the **insured property** is in the territorial waters of the countries listed on **our** War and Strikes Areas of Exclusion Notice
- hostile detonation of an atomic or nuclear weapon
- loss, damage or liability whilst the **insured property** is ashore.

## Cancellation

**We** may cancel this cover by giving 7 days' notice. **You** may cancel the cover by giving 7 days' notice. **We** may re-instate the cover providing **you** and **us** agree on a revised premium and the conditions of the cover offered.

## Conditions

**We** must give **you** a minimum of 7 days' notice of any changes to **our** War and Strikes Areas of Exclusion Notice before it comes into effect. Unless agreed otherwise, once the 7 day period has expired the revised Notice will form part of the **policy documentation**.

### **l) Maritime Labour Convention – MLC**

Where the maritime labour convention applies to the **vessel** or **tender**, the following additional cover shall be granted:

- **we** will pay the reasonable costs to repatriate employed crew following the **vessel** being declared a **total loss** up to a maximum of £5,000 per crew member
- should the **vessel** be declared a **total loss**, **we** will pay up to two months crew salary, for crew employed on the **vessel** at the time of said loss. The maximum **we** will pay is the lesser amount of either the contracted salary of the crew member at the time of the loss (excluding bonuses, tips and gratuities) or £6,000.

### **m) Temporary substitute yacht – TSY**

If an **incident** covered by the policy has resulted in the **vessel** being out of commission and therefore unavailable for **your** private use and subject to **our** prior written approval, **we** will pay for the charter of a temporary substitute yacht of similar size and type to the **vessel** subject to the following:

**We** will pay up to £2,000 per day for a maximum of 7 days.

**We** will not pay for:

- any costs incurred without **our** prior written approval
- any claims where a payment has been paid under Loss of Charter Income
- any claim where **we** have not made a payment under the Loss or Damage cover section or which does not directly relate to an **incident** covered under the Loss or Damage section of the policy
- any claims arising from an **incident** not related to the **vessel**
- any additional/unused costs, expenses, service charges or similar, including but not limited to, fuel, consumables and salaries etc. relating to the charter
- any payment for the first 14 days following the **incident**
- any other costs that are indirectly caused by the **incident** resulting in a claim

Any claim in respect of the charter of a temporary substitute yacht must be evidenced by sight of the appropriate documents as requested by **us**.

#### n) Replacement vessel – RPV

If a **total loss** occurs **we** will pay for a new craft of the same make, model, specification and tax/fiscal status or if the craft is no longer in production, a new craft of an equivalent model, specification and tax/fiscal status.

The maximum **we** will pay under this endorsement is 105% of the **sum insured** of the **vessel**.

#### o) Disbursements – DBM

**We** will pay up to 1% of the **sum insured** in any one policy period, to cover disbursements directly incurred as a result of loss or damage to the **vessel**.

**We** will reimburse costs incurred as a result of:

- structuring the ownership or finance of the replacement craft following a **total loss**
- accommodation costs incurred by the crew in relation to the replacement **vessel** build, repair and/or commissioning
- delivery of the **vessel** to her home port, location of loss or to a location requested by **you**; whichever is the lesser amount
- employment of a surveyor to oversee the build or repair
- registration or licensing costs for a replacement vessel or of the **vessel** following repair.

# Conditions which apply to the whole of this policy

## Automatic renewal

If **you** pay the premium by either one annual direct debit, in monthly instalments or by Continuous Payment Authority, **we** will renew **your** policy each year and continue to collect premiums using this method. **We** may vary the terms of **your** policy, including the premium, at renewal and **you** will be notified before **your** renewal date. If **you** decide **you** do not want **us** to automatically renew **your** policy, provided **you** tell **us** or **your** insurance broker before the next renewal date, **we** will not automatically renew it. **You** can then either renew **your** policy by paying the premium in full, or **you** can request **us** or **your** insurance broker not to renew **your** policy with **us**.

This does not affect **your** cancellation rights under **your** policy.

(If **we** are unable to offer renewal terms for **your** policy for the forthcoming year, **we** will confirm this to **you** or **your** insurance broker before the expiry date).

## Cancellation

### Cancellation by you or us

The policy may be cancelled by **you** or **us**, subject to the terms of this condition.

If the policy is cancelled within 14 days of **you** receiving it (or for renewals, within 14 days of **your** policy renewal date), **we** will refund all the premium **you** have paid.

After these 14 days **we** will give **you** a refund of any remaining balance of premium paid in proportion to the time left until **your** current period of insurance is due to end.

No return of premium will be given if an **incident** has occurred in the same period of insurance as the cancellation.

**You** must pay any outstanding premium which is due if the policy is cancelled after an **incident** has occurred in the same period of insurance.

If **you** have the optional legal expenses extension, no refund in premium will be given for this cover if it is cancelled after 14 days of **you** receiving the policy (or for renewals, after 14 days of **your** policy renewal date). Please refer to the separate Marine legal expenses policy wording for full details.

### Cancellation by you

**You** may cancel **your** policy at any time by contacting **us** or **your** insurance broker. **We** cannot cancel the policy earlier than the date **you** contact **us** or **your** insurance broker.

### **Cancellation by us**

**We** may cancel **your** policy where there is a valid reason for doing so by giving **you** 30 days' notice in writing to **your** last known address. Valid reasons may include but are not limited to:

- where **you** advise **us** of a change of risk under **your** policy which **we** are unable to insure
- where **you** fail to respond to requests from **us** for further information or documentation
- where **you** have provided **us** with incorrect information and have failed to provide a reasonable explanation when requested
- the use of threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers, by **you** or any person acting on **your** behalf.

### **Cancellation due to non-payment**

If **you** fail to pay **your** premium, **we** may cancel **your** policy in accordance with the terms of **your** credit or payment plan with **us**, and **we** may refuse **your** claim.

### **Cancellation after a total loss settlement**

After **we** settle **your** claim on the basis of a **total loss** of **your vessel** all cover will then end unless **we** agree differently. There will be no refund in premium and **you** must pay any outstanding premium due for the remainder of the current period of insurance.

### **Competence**

Those in charge of the **vessel** or **tenders** must have satisfied **you** of their competence in handling an equivalent or similar craft.

### **Cover enhancements**

**We** may extend or broaden the cover provided by **your** policy. If **we** do this during the period of insurance without increasing the premium, the extended or broadened cover will apply to **your** policy with effect from the date **we** make changes in cover.

## Currency conversion

Whichever currency is shown in the policy and/or schedule is the maximum **sum insured** or policy limit, subject to the following:

- any claims will be settled in the currency the policy is written in or Pound Sterling using the exchange rate at the time the costs were incurred; and/or
- if any costs are incurred in a currency other than the currency that the policy is written in, the costs will be converted to the currency the policy is written in or Pound Sterling at the exchange rate at the time the costs were incurred.

## Duty of care

**You** must do all **you** reasonably can to prevent or reduce any costs, damage, injury or loss.

## Duty to check information and tell us of any changes

It is important **you** check **your** most recent schedule as this sets out the information **we** were given when **we** agreed to provide **you** with the cover and the terms of **your** policy.

Although **we** may undertake checks to verify **your** information, **you** must take reasonable care to make sure all information provided by **you** or on **your** behalf is accurate and complete.

**You** must tell **us** immediately if any of **your** 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** as soon as possible.

Changes to information **we** need to be informed of include, but are not limited to, these situations and apply equally to **you** or any person having an interest in the policy:

- any loss, destruction, damage or **incident**, whether or not resulting in a claim
- any unspent criminal convictions, unspent cautions or criminal prosecutions pending
- **your** address or where **your vessel** is moored and/or where **your vessel** is registered
- ownership of the **vessel** (including changes relating to any joint ownership)
- the make and/or model of **vessel**

- a change in the use of the **vessel**
- any **modifications** to **your vessel**
- **your vessel** being contracted to undergo any refit, repair or hot works that cost more than £25,000
- being declared bankrupt, being subject to bankruptcy proceedings or receiving a County Court Judgment (CCJ) or other judgments in relation to debt
- disqualification from being a director of a company in the last 6 years or being currently disqualified from being a director of a company.

On notification of any such change **we** will be entitled to vary the premium and terms for the rest of the period of insurance. If the changes make the risk unacceptable to **us** then **we** are under no obligation to agree to make them and **we** may no longer be able to provide **you** with cover.

Any changes, if accepted by **us**, will apply from the date indicated on **your** updated schedule.

If **you** do not notify **us** of any such change or new information, **we** may apply the applicable option(s) described below effective from the date of the change in information:

If **we** would not have provided **you** with any cover **we** will have the option to:

- void the policy, which means **we** will treat it as if it had never existed and repay the premium paid; or
- terminate **your** policy from the date **we** would not have provided **you** with cover and return the appropriate proportionate premium paid; and
- seek to recover any money from **you** for any claim **we** have already paid, including the amount of any costs or expenses **we** have incurred.

If **we** would have applied different terms to **your** cover, **we** will have the option to treat **your** policy as if those different terms apply; and/or

If **we** would have charged **you** a higher premium for providing **your** cover, **we** will have the option to charge **you** the appropriate additional premium which **you** must pay in full.



## Fraud

If **you** or anyone acting on **your** behalf have intentionally concealed or misrepresented any information or circumstance that **you** had a responsibility to tell **us** about, or engaged in any fraudulent conduct, or made any false statement relating to **your** policy, **we** will:

- treat **your** policy as if it had never existed in the event of any fraud which occurred during the application process; or
- terminate **your** policy with effect from the date of any fraud which occurred during the period of insurance

and in either case, **we** will:

- not return to **you** any premium paid
- not pay any fraudulent claim or a claim which relates to a loss suffered after any fraud
- seek to recover any money from **you** for any claim **we** have already paid which is later established as invalid, including the amount of any costs or expenses **we** have incurred
- inform the police, other financial services organisations and anti-fraud databases.

## Other insurance

If any claim is covered by any other insurance, **we** will not pay the claim.

## Parties to this policy

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

## Payments not covered by the policy

If, by law **we** must make a payment that is not covered by the policy, **we** have the right to recover this payment from **you** or the person who is liable.

## Policy terms and conditions

Everyone covered by this policy must follow the policy terms and conditions.

## Refit, repair and hot-works

If **your vessel** is contracted to undergo refit, repair or hot-works that cost more than £25,000, in order that **we** can assess any increase in the risk of loss or damage to **your vessel**, **you** must:

- tell **us** (at least 14 days) in advance of **your vessel's** arrival at yard or commencement of works
- provide **us** with confirmation that the primary contractor (and any sub-contractors) hold current and operative liability insurance of up to at least the **sum insured** of the **vessel**
- on request provide a copy of the relevant valid insurance certificate or other evidence of cover satisfactory to **us**
- not agree to any contractual exclusion(s), or limitation of liability or waiver or other limitation which affects **our** subrogated rights of recovery.

**We** may then alter the terms of **your** policy, or **we** may be unable to continue insuring **your vessel**. Examples of situations where **we** may be unable to continue cover include, but are not limited to:

- where the primary contractor, yard or other contractor does not hold adequate liability cover for the works being undertaken
- where the primary contractor, yard or other contractor impose contractual exclusion(s) or limitation(s) of liability or a waiver or other limitation in respect of **our** subrogated rights of recovery.

## Sanctions

Notwithstanding any other terms under this policy, **we** will be deemed not to provide cover nor will **we** make any payment 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.

## Transfer of ownership

This policy is non-transferable. Should the **vessel** be sold or transferred to new ownership or there is a change in interest, this policy will be cancelled from the relevant date of sale or transfer.

# Exclusions which apply to the whole of this policy

The following exclusions apply to the whole policy unless cover has been specifically extended otherwise by an endorsement to your policy and shown in your schedule.

We will not pay for any claims arising from:

- 1 war, invasion, civil war, conflict, commotion or **terrorism**
- 2 any chemical, biological, bio-chemical or electromagnetic weapon
- 3 ionising radiation, radioactivity, nuclear fuel, nuclear waste or nuclear equipment
- 4 wilful misconduct or acts of recklessness by an **insured person** or anyone in charge of **your vessel** with **your** permission including, but not limited to, conduct when under the influence of alcohol or drugs
- 5 any **incident** that occurs outside the period of insurance
- 6 the **vessel** operating outside the cruising range shown in the schedule unless it is either in distress, or at the request of an official/national body or going to the aid of another craft
- 7 hire, charter, reward, letting, bed and breakfast or any other commercial activity
- 8 the **vessel** being stranded, sunk, swamped or breaking adrift whilst **unattended** except on a **recognised mooring**
- 9 loss or damage caused by the **vessel** being in an **unseaworthy** condition
- 10 capture, seizure, arrest, restraint or detention
- 11 pollution or contamination unless directly caused by a sudden identifiable, unintended and unexpected **incident** or following damage caused by wear, tear, depreciation or gradual deterioration where **you** are unable to evidence that the **vessel** has been maintained appropriately including checks on the affected part at least annually
- 12 criminal acts, deception, deliberate acts or omissions by an **insured person** or anyone acting on **your** behalf
- 13 fines, penalties or punitive damages
- 14 malicious computer codes
- 15 the **vessel** or **tender** undertaking towage or salvage services under a pre-arranged contract. The **vessel** or **tender** may assist craft in distress
- 16 the **vessel** being used for the purpose of circumventing a country's border controls.

# Making a claim

To make a claim or report an **incident**, please contact **your** insurance broker or call **us** on the number below.

**01273 863450**

**We** will need to know:

- **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.

If **you** need to make a claim under **your** policy, **we** will be able to advise **you** on policy cover and agree with **you** how best to resolve the situation swiftly and to **your** satisfaction.

## Claims conditions which apply to the whole policy

- 1 **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, 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.
- 2 **You** must report any loss, theft, attempted theft or malicious damage to the police immediately.
- 3 **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.

## How we settle your claim

- 1 Payments under this policy are subject to the policy terms, conditions and exclusions.
- 2 In the event of a **total loss**, **we** will not pay for unrepaired damage.
- 3 In the event of a **total loss**, **we** will either pay the **agreed value** of the **vessel** or, where **you** have declared a **sum insured** which is greater than 30% the current market price for the **vessel**, **we** shall have the right to replace the **vessel**.
- 4 **We** will pay the reasonable cost of replacement or repair, less the **excess**.
- 5 In the event of a claim under more than one section of this policy, the highest **excess** will apply.
- 6 The **excess** will not apply if the **vessel** is a **total loss**, where Marina Benefits apply or if otherwise waived in the policy.
- 7 For **leased equipment**, any settlement for loss or damage shall be the lesser of **your** contractual liability for the item or its replacement value.
- 8 When the **insured property** is to be repaired, **we** will pay for the reasonable cost of repair and necessary related recovery costs. The amount **we** pay for recovery and repair combined shall not exceed the **sum insured**.
- 9 **We** will pay the reasonable cost of replacement or repair (up to the **sum insured**), although it may not be possible for the appearance and the condition of the **insured property** to be the same as prior to the claim.
- 10 **We** will not pay for a reduction in the **vessel's** market value after repair or replacement.
- 11 If **you** choose not to repair or reinstate a loss, **we** will only pay **you** the reduction in market value or the cost of reinstatement, whichever is the lesser figure.
- 12 Following the theft of an outboard motor, the policy **excess** will be doubled if the serial number cannot be provided.
- 13 Following the theft of a **tender**, the policy **excess** will be doubled if a permanent unique identifier cannot be provided.

- 14 In the event of loss or damage to sails, running rigging, protective covers, canopies, side screens, **personal effects**, unspecified **tender(s)** or items or parts no longer available or legally compliant, **we** will pay the current replacement price less 10% per annum, up to a maximum of 30%.
- 15 In the event of loss or damage to outboard motors **we** will pay the current replacement price less 10% per annum, up to a maximum of 50%.
- 16 **We** retain the option to decide where the repairs are carried out and may require a number of quotations.
- 17 In no event shall the total of all payments exceed the **sum insured** for the **insured property**, except any claim where the Replacement vessel endorsement applies.



## **Navigators & General – Brighton**

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