

Rivers, Canals
and Broads
Policy document



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Thank you for choosing Navigators and 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.navandgen.co.uk

Important note

This policy, provided by Navigators & General who are a trading name of Geo Underwriting services limited and is underwritten by HCC International Insurance Company Plc ('HCCII') trading as Tokio Marine HCC, 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 **vessel** is not **unseaworthy** and if **you** are unable to maintain the **vessel** 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.

Data protection statement

This Data Protection Notice explains what personal information is collected and how this is used. In accepting this insurance it will be understood that **You** have read and accepted the terms of this Data Protection Notice.

All phone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

Navigators & General a trading name of Geo Underwriting Services will process **your** details in accordance with the Data Protection Act 2018 and/or other applicable legislation in force.

You are entitled to know what personal data is held on **you** and to make what is referred to as a "Data Subject Access Request" ('DSAR'). **You** are also entitled to request that **your** personal data be corrected in order that Geo hold accurate records. In certain circumstances, **You** have other data protection rights such as that of requesting deletion, objecting to processing, restricting processing and in some cases requesting portability.

Further information on **your** rights is included in **our** Privacy Policy.

If **you** wish to make a Data Subject Access Request" ('DSAR') to access, correct, update or request deletion of **your** personal data, Geo will ask **you** to provide a copy of any two of the following documents: Driver's licence, Passport, Birth certificate, Bank statement (from the last 3 months) or utility bill (from the last 3 months).

Geo will respond to all requests from individuals wishing to exercise their data protection rights in accordance with applicable data protection laws. If **you** would like to exercise **your** data protection rights or have any questions, please email advisorydataprotection@ardonagh.com or in writing to:

The Ardonagh Advisory Data Protection Officer
Suite P, The Octagon, Colchester, CO1 1TG

You can also complain to the ICO if **you** are unhappy with how **we** have used **your** data.

Information Commissioner's Office
Wycliffe House, Water Lane, Wilmslow, SK9 5AF

Helpline: 0303 123 1113

ICO website: ico.org.uk

To review the data policy of HCC International Insurance Company plc go to www.tmhcc.com/en/legal/privacy-policy

or email DPO@tmhcc.com

Fair Processing Notice

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

Who are we?

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

You can contact **us** for general data protection queries by email to advisorydataprotection@ardonagh.com or in writing to The Ardonagh Advisory Data Protection Officer, Suite P the Octagon, Colchester, CO1 1TG. Please advise **us** of as much detail as possible to comply with **your** request. For further information about the Ardonagh Group of companies please visit <http://www.ardonagh.com/about-us/business-portfolio>.

What information do we collect?

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

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

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided.

We will therefore not seek explicit consent to process this information as the processing is legitimised by its criticality to the service provision. If **you** object to use of this information then **we** will be unable to offer **you** the product or service requested.

How do we use your personal information?

We will use **your** personal information to

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

We may also take the opportunity to

- contact **you** about products that are closely related to those **you** already hold with **us**
- provide additional assistance or tips about these products or services
- notify **you** of important functionality changes to **our** websites.

Only where **you** have provided **us** with consent to do so, **we** may also from time to time use **your** information to provide **you** with details of marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group.

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

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

Securing your personal information

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

We store all the information **you** provide to **us**, including information provided via forms **you** may complete on **our** websites, and information which **we** may collect from **your** browsing (such as clicks and page views on **our** websites).

Any new information **you** provide **us** may be used to update an existing record **we** hold for **you**.

When do we share your information?

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

In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjusters) deliver some of **our** products or provide all or part of the service requested by **you**. In these instances, while the information **you** provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to **you** or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

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

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

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

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

We may also share **your** information with anyone **you** have authorised to deal with **us** on **your** behalf.

How long do we keep your information for?

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

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

Your rights

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

Access – **You** may reasonably request a copy of the information **we** hold about **you**.

Erasure – Where **we** have no legitimate reason to continue to hold **your** information, **you** have the right to have **your** data deleted (sometimes known as the right to be forgotten) **you** have the right to change or withdraw **your** consent and to request details of any personal data that **we** hold about **you**.

We may use automated decision making in processing **your** personal information for some services and products. **You** can request a manual review of the accuracy of an automated decision if **you** are unhappy with it

Marketing – If **you** wish to inform **us** of changes in consent for marketing please contact **us** at the address and telephone number indicated in any recent correspondence or emails **you** received from **us**.

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

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 Navigators & General 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**.

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

Telephone: 01273 863400

By post: Navigators & General, C/O Nimbus House,
Liphook Way, Maidstone, Kent, ME16 0FZ

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.

You can also contact them as follows:

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

Telephone: 0300 123 9123

(calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK), or +44 (0)20 7964 0500 (if **you** are calling from outside the UK)

Email: 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.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that **you** may be entitled to compensation if **we** are unable to meet **our** obligations to **you**. Further information is available via their website www.fscs.org.uk.

You can also contact them as follows:

Post: Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY

Telephone: 0800 678 1100 or +44 (20) 7741 4100

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 **sum 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 31 to 37. Please make sure that **you** read these as well as the cover shown in each section.

Your cancellation rights

You may cancel **your** policy at any time. 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, **we** will refund any remaining balance of premium calculated on a pro-rata basis (plus insurance premium tax).

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 printed 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

Family

Your spouse or partner, relatives or other people (other than paying guests) all permanently living on the **vessel** .

Gradual deterioration

The progressive degradation of **your** Insured Property caused by wear and tear, rust, rot, oxidation, corrosion, electrolytic or galvanic action, wasting or weathering.

Houseboat

A boat that is permanently located or moored at a single location and used as a permanent/main place of residence and/or is connected to onshore mains gas or mains electricity

In commission

When **your vessel** is fitted out and ready for use.

Incident

Any insured event, or series of insured events arising from the same originating cause.

Laid up out of commission

When **your vessel** is not fitted out and ready for use.

Machinery

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

Marina

A secure and sheltered mooring complex, providing controlled access to berths or pontoons. This does not include facilities with floating or temporary breakwaters.

Personal effects

Items of a personal nature likely to be worn, used or carried.

Policy documentation

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

Profession

Any occupation, business, trade or organisation. This includes delivery skippers.

Racing

Any organised competitive events with a designated start and finish, speed tests or connected trials.

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.

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

When **your vessel** is irretrievably lost or destroyed. A constructive total loss is where the cost of replacement or repair exceeds the **sum insured**.

Unattended

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

Unseaworthy

Designed, built, maintained and/or crewed in such a way as to be unable to operate safely.

United Kingdom

England, Wales, Northern Ireland, Scotland, the Isle of Man and the Channel Islands.

Vessel

The craft as described in **your** schedule including:

- **machinery** and outboard motors not exceeding 10hp unless otherwise shown in the **policy documentation**
- any tender not exceeding 16 feet in length nor exceeding £2,000 in value unless otherwise shown in the **policy documentation**
- gear and equipment, fixture and fittings that would normally be sold with **your vessel**
- television and radio aerials, satellite receiving dishes, their fittings and masts and solar panels.

We, us, our

Navigators & General a trading name of Geo Underwriting Services on behalf of HCC International Insurance Company Plc ('HCCII') trading as Tokio Marine HCC.

You, your, yours:

The person or persons 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 physical loss or damage to **your vessel** whilst it is:

- ashore or afloat
- **in commission**. This cover is provided for **you** and whilst any person is in control of **your vessel** with **your** permission
- **laid up out of commission**
- being lifted, hauled out or launched

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

What is not covered:

- the **excess** shown within the **policy documentation**, except in the event of a **total loss** where no **excess** applies
- fire or explosion where **your vessel** or tender is fitted with inboard **machinery** and the maximum design speed exceeds 20m.p.h or 17 knots unless it is equipped with automatic, or remote controlled from the steering position, fire extinguishing apparatus in the engine compartment
- theft of outboard motors, over 10hp, attached to **your vessel** or tender 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
- outboard motors of 10hp or less, attached to **your vessel** or tender are only covered for theft provided they are secured by an additional anti-theft device, or one which prevents the retaining bolts/clamps being undone
- theft of outboard motors unless **you** have safely recorded the serial number
- theft from the interior of **your vessel** unless violence and force are used to break into **your vessel** or place of storage
- theft of fixed gear and equipment from the exterior of **your vessel** unless violence or force are used
- 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 hitch lock

- theft or loss of tenders unless permanently marked with a unique identifier
- loss of use of **your vessel**
- loss or damage to **your vessel** caused by it being **unseaworthy**
- loss or damage to **your vessel** whilst **racing** unless this is shown in **your** policy schedule
- loss or damage to **your vessel's** moorings
- 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 consumable stores
- loss or damage to fuel
- loss or damage to sails split by the wind or blown away
- loss or damage to **machinery** as a result of gradual incursion of water into **your vessel** unless following physical damage to **your vessel** resulting from impact
- loss or damage to **machinery** resulting from water gradually escaping from any fixed appliance or pipe
- failure, fault, short circuit or breakdown of **machinery**
- frost damage to **machinery**, unless manufacturers recommendations have been complied with
- the need to make good any defect in repair or maintenance
- the need to make good any fault or error in design or construction
- the need to replace, repair or renew a faulty part or defective material
- a reduction in the **vessel's** market value following repair, or loss of value, warranty coverage or rating
- 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 of or damage to the **vessel** caused by insects, marine borers, barnacles, marine growth, fungi or molluscs.

Extensions

Grounding

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

Marina benefits

If a claim occurs whilst **your vessel** is moored or is ashore in a **marina**, **we** will not apply the **excess** and **your** No Claims Bonus will not be affected.

Medical expenses

We will pay necessary medical expenses incurred, by **you, your family** or **your** guests as a result of bodily injury following an accident onboard or whilst boarding or disembarking the **vessel**.

The maximum amount payable for any one accident is £1,000. The **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 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 year's period of insurance, **you** will be entitled to the following discounts:

After year 1	5%
2 consecutive years	7.5%
3 consecutive years	10%
4 consecutive years	15%
5+ consecutive years	20%

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

If protected no claims bonus is shown in **your** schedule it does not protect the overall price of **your** policy. The price of **your** policy could increase or decrease following an annual review at renewal or a claim even if **you** were not at fault.

Personal accident

What is covered:

We will pay one of the benefits set out below if **you, your family** or **your** guests suffer 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 only apply to this cover section are shown below and printed in bold:

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 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.

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 **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 amounts noted above.

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
- being under the influence of drink, drugs or solvent abuse
- wilful exposure to needless risk (other than in an attempt to save human life)
- pregnancy
- suicide or deliberate self-injury
- 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 the death benefit.

Personal effects

This cover only applies where **you** do not normally live onboard **your vessel**.

If **you** live aboard **your vessel**, the cover **we** provide is shown under Liveaboard Contents (Endorsement section).

What is covered:

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**, up to the **sums insured** or the limit shown on **your** schedule.

We will provide this cover for:

- **You, your** spouse or partner and children, who permanently live in **your** normal home.

What is not covered:

- any item with a pre-incident value more than £250 unless otherwise specified in **your** schedule
- digital or video cameras and photographic equipment
- mobile phones
- portable electronic devices (unless used for the **vessel's** navigation)
- computer software
- jewellery, furs and watches
- hearing aids, spectacles and contact lenses
- items of gold, silver and other precious metals
- collections of stamps, coins, medals or other collectibles
- plants or living creatures
- food and drink
- cash, cheques, postal or money orders, postage stamps, savings stamps, savings certificates or bonds, travel tickets, phone cards, mobile phone vouchers, reward vouchers or gift tokens all held for personal or charitable purposes
- fuel

- 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 **personal effects** hidden from view
- loss or damage to equipment used for a professional purpose
- loss or damage to water skis, water toys, fishing, diving and sports equipment whilst in use
- breakage of items of a fragile nature unless resulting from a loss covered by this insurance
- damp, mould, mildew, vermin or moth
- loss or damage caused by repair, alteration, refinishing, dyeing, cleaning or renovating
- mechanical or electrical failure or breakdown
- wear, tear, depreciation or gradual deterioration.

Pollution hazard

We will pay for loss or damage to **your vessel** caused by a governmental authority, whilst trying to prevent or mitigate a pollution hazard following 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 insurance. The **excess** will not apply to this cover.

Racing

Only applies when shown on **your** schedule.

What **you** are covered for:

- **We** will pay for loss or damage, less double the **excess**, whilst **your vessel** is racing.

What **you** are not covered for:

- 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. The **excess** will not apply to any part of any claim to which the one-third deduction applies

- single handed **racing**.

Tender use away from the Vessel

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 policy documentation**.

Transit

Cover only applies where **your vessel** does not exceed 30 feet or 9.4 metres in length.

We will pay for loss or damage, less the **excess**, to **your vessel** whilst in transit by road in the **United Kingdom**, including loading and unloading.

You are not covered for scratching, denting, bruising or chafing.

Uninsured third party

If **your vessel** is damaged by an uninsured third party or a third party who cannot be identified, **we** will not apply the **excess**.

Section B – Liability to others

This section is 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 **vessel**, and/or the costs associated with defending such a claim.

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

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

What is not covered:

- liabilities whilst **your vessel** is in transit by road, rail, marine cargo or air cargo
- liabilities 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**
- liabilities to passengers or crew engaged in any underwater sport or activity, from the time of leaving the **vessel** until safely on board
- liabilities whilst the **vessel** is in the care, custody or control of anyone acting as part of their business, trade or **profession** or organisation
- liability incurred whilst using an unregistered or illegally obtained firearm or where a firearm is in contravention of any applicable regulations.

Extensions

Pollution

We will pay any pollution related clean-up costs, resulting from a sudden identifiable, unintended and unexpected **incident** occurring entirely at a specific time and place.

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

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 **your vessel** or any failure to do so, resulting from loss or damage covered by this insurance.

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

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

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.

Liveaboard Contents and Personal Liability

This cover is only available if **you** live aboard **your vessel** and only applies when the appropriate premium has been paid and cover is shown in **your** policy schedule.

Where Liveaboard Contents is shown in **your** policy schedule, this replaces the cover given within the '**personal effects**' cover of this policy.

Definitions

Definitions which only apply to this cover section are shown below and printed in bold:

Contents:

Household goods, furniture, clothes and items of a strictly personal nature likely to be worn, carried or used.

Family:

Your spouse or partner, children and relatives all permanently living on the **vessel**.

Money:

Cash, cheques, postal or money orders, postage stamps, savings stamps, savings certificates or bonds, travel tickets, phone cards, mobile phone vouchers, reward vouchers or gift tokens all held for personal or charitable purposes.

What is covered:

We will pay for accidental or malicious damage, and losses resulting from fire or theft, to **contents** on **your vessel** which are owned by **you** and **your family** or which **you** or they are responsible for.

We will pay up to a maximum amount of £25,000, less a £100 **excess**. **We** will make a deduction for age of 10% per annum, up to a maximum of 50%. This deduction will not apply to jewellery and watches.

The maximum amount **we** will pay when the **contents** are away from **your vessel** is 20% of the overall **sum insured** for this cover as shown within the schedule.

We will also pay up to £1,000 for personal property (other than **money** and valuables) belonging to **your** guests.

There are individual limits applying, which are shown below.

Specified item	Single item limit	Overall limit
Portable electronic devices	£250	£750
Fuel	N/A	£100
Home entertainment equipment	£500	£750
Jewellery and watches	£250	£2,500
Mirrors, glass and sanitary ware	£100	£250
Unspecified items not referred to above	£500	£25,000

What is not covered:

- collections of stamps, coins, medals or other collectibles
- mobile phones
- plants or living creatures
- furs
- theft unless violence and force are used to break into the **vessel** or onboard place of storage
- loss or damage to equipment used for a professional purpose
- loss or damage to water skis, water toys, fishing, diving and sports equipment whilst in use
- loss or damage if **your vessel** is unoccupied for more than 45 consecutive days
- loss or damage caused by malicious computer codes, malware or viruses
- computer software, programs or data
- malicious damage by **you** or anyone living onboard **your vessel**
- loss or damage caused by repair, alteration, refinishing, dyeing, cleaning or renovating
- mechanical or electrical failure or breakdown
- damp, mould, mildew, vermin or moth

- wear, tear, depreciation or gradual deterioration
- the need to make good any defect in repair or maintenance
- the need to make good any fault or error in design or construction
- the need to replace, repair or renew a faulty part or defective material
- the cost of demonstrating or setting up of replacement electrical equipment, including loading of software, transfer of data and backup/restoring existing data.

Extra covers (included with Liveboard Contents)

Alternative accommodation

If **your vessel** becomes uninhabitable following loss or damage covered by this insurance, **we** will pay up to £2,500 for alternative accommodation for **you, your family** and domestic pets.

Food and drink

We will pay to replace food and drink in **your** fridge or freezer that **you** cannot use following the breakdown of the appliance or the failure of the power supply feeding the **vessel**, but not if this was caused by the deliberate act of the supply authority. The maximum **we** will pay is £250.

We will not pay for:

- food and drink if **your** fridge or freezer is more than 10 years old
- food and drink kept in cold rooms, cold stores or any other method of keeping food frozen or chilled.

Keys and locks

We will pay the cost of replacing keys and locks or lock mechanisms to external doors to **your vessel** if the keys are accidentally lost or stolen. The maximum amount **we** will pay is £500.

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

Money and credit cards

We will pay for theft or loss of money or the unauthorised use of a charge, credit or debit card up to £250 (**you** and **your family** must keep to **your** card issuer's conditions).

Pedal cycles

We will pay for loss or damage to pedal cycles owned by **you** or **your family** up to £750 per cycle or a maximum of £1,500 for any one loss.

What **you** are not covered for:

- any mechanically propelled or assisted pedal cycles which are legally required to be licensed for road use
- lamps, tyres or accessories unless the pedal cycle suffers loss or damage at the same time
- loss or damage whilst the pedal cycle is being used for **racing**, pace making, trials or jumping
- scratching or denting
- theft of a pedal cycle whilst it is away from **your vessel** and **unattended**, unless it is in a locked building and immobilised by a security device or it is attached by a security device between the pedal cycle's frame and a permanently fixed structure
- theft of a pedal cycle whilst it is onboard **your vessel** and in the open unless it is attached by a security device between the cycle's frame and a permanently fixed structure.

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

Theft from onshore storage

We will pay for **contents** stolen using force and/or violence to gain entry to onshore storage. The most **we** will pay is £250 for a single article and up to £1,500 in total.

Public liability

This forms part of the Liveaboard Contents cover.

What is covered:

- **We** will cover **your** legal liabilities as a private individual, up to the limit stated within the schedule, to compensate others if someone dies, is injured, or has their property damaged.

We will provide this cover for:

- **You, your** spouse or partner, children and relatives, who permanently live onboard **your vessel**.

What **you** are not covered for:

- liabilities arising directly or indirectly from the ownership, maintenance, possession, loading, unloading or use of any aircraft
- liabilities arising out of business activity or professional services carried out by **you**
- liabilities arising from a contract or agreement whether written or not, which imposes a liability which would not have existed without the contract or agreement
- liabilities arising from **you** or **your family** owning or occupying any other premises
- liabilities arising from ownership of any dog described in Section 1 of the Dangerous Dogs Act 1991 or specified in the Dangerous Dogs (Northern Ireland) Order 1991 and any amending legislation
- liabilities arising from libel, slander or defamation
- liabilities for fines, penalties or punitive damages
- liabilities arising from the ownership, possession or use of any motorised vehicle, caravan or pedal cycle
- liabilities arising from the ownership, possession or use of any unlicensed firearm
- liabilities arising from the ownership, possession or use of any watercraft other than **your vessel** shown within the **policy documentation**.

Conditions which apply to the whole of this policy

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 14 days, **we** will refund any remaining balance of premium calculated on a pro-rata basis (plus insurance premium tax)

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.

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 **your vessel** with **your** permission must have satisfied **you** of their competence in handling an equivalent or similar craft.

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, your family** 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 the **vessel**
- a change in the use of the **vessel**
- any modifications to **your vessel**.

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.

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 is shown in **your** schedule.

We will not pay for any claims arising from:

- 1 war, invasion, acts of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
- 2 **terrorism**
- 3 any chemical, biological, bio-chemical or electromagnetic weapon
- 4 ionising radiations or contamination by radioactivity from any irradiated fuel or from any nuclear waste from the combustion of nuclear fuel; or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component
- 5 loss or damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speed
- 6 any loss, damage or liability caused by or happening through riot or civil commotion outside the **United Kingdom**
- 7 wilful misconduct or acts of recklessness by **you** or anyone in charge of **your vessel** with **your** permission including, but not limited to, conduct whilst under the influence of alcohol or drugs or navigating in contravention of "red" signals (boards/lights)
- 8 criminal acts, deception, deliberate acts or omissions by **you** or anyone acting on **your** behalf
- 9 any **incident** that occurs outside the period of insurance
- 10 Non-standard use of **your vessel** unless it is noted in **your** schedule or amended by endorsement where **your vessel** is used:
 - for hire or charter;
 - for anything except **your** own private pleasure;
 - as a **houseboat**;
 - outside the cruising limits shown in **your** policy (however **you** may travel outside of **your** cruising limits if **you** are forced to by the weather, any form of danger or an order of Government or legal authority);

- 11 **your vessel** being stranded, sunk, swamped or breaking adrift whilst **unattended** for a period in **excess** of 8 hours on coastal waters, except on a sheltered and recognised mooring or anchorage. **We** would draw **your** attention to Conditions which apply to the whole of this policy – Duty of care and the cruising range shown on **your** schedule
- 12 loss or damage caused by the **vessel** being in an **unseaworthy** condition, or in respect of a trailer, in an unroadworthy condition
- 13 capture, seizure, arrest, restraint or detainment
- 14 pollution or contamination unless directly caused by a sudden identifiable, unintended and unexpected **incident**
- 15 fines, penalties or punitive damages
- 16 malicious computer codes, malware or viruses
- 17 **your vessel** undertaking towage or salvage services under a pre-arranged contract. **Your vessel** may assist or tow boats in distress
- 18 wear, tear, depreciation or gradual deterioration
- 19 loss or damage or liability arising from or relating to gas unless:
 - the installation and tubing are to the approved British Standard and meet the Boat Safety Certificate recommendations
 - all gas containers are secured against movement in a purpose-built locker which is properly ventilated to the exterior of **your vessel**
- 20 any activity involving persons being pulled by **your vessel** and/or tenders unless this is included within **your** schedule.
- 21 loss, damage, liability or expense directly or indirectly caused by or contributed to, by, or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- 22 resulting from:
 - i) Coronavirus disease (COVID-19);
 - ii) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
 - iii) any mutation or variation of SARS-CoV-2;
 - iv) any fear or threat of i), ii) or iii) above.
- 23 sanction limitation and exclusion

Your Insurers shall not be deemed to provide any cover and shall not be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **your** Insurers to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

Making a claim

To make a claim or report an **incident**, please contact **your** insurance broker or contact **us**.

Email: claims@navandgen.co.uk

Telephone: 01273 863 450

Post: Navigators & General, C/O Nimbus House, Liphook Way, Maidstone, Kent, ME16 0FZ

We will need to know:

- **your** name, address, telephone number and policy number
- where the loss or damage occurred
- what caused the loss or damage
- contact details of witnesses and third parties, where known.

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 and obtain a crime reference.
- 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 **We** will pay the reasonable cost of replacement or repair, less the **excess**, for loss or damage to **your vessel**.
- 3 No **excess** will apply in respect of loss or damage to mast crutches or quant poles and **your** No Claims Bonus will not be affected.
- 4 In the event of a claim under more than one section of this policy, the highest **excess** will apply.

- 5 In the event of a **total loss we** will either pay the **agreed value** of **your vessel** or provide a replacement **vessel** of a similar age, size and type.
- 6 **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.
- 7 In the event of a **total loss, we** will not pay for unrepaired damage.
- 8 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 deduction of 50%.
- 9 In the event of loss or damage to sails, running rigging, protective covers, canopies, side screens, personal possessions, unspecified tenders or items or parts that are no longer available or legally compliant, **we** will pay the current replacement price less 10% per annum, up to a maximum deduction of 30%.
- 10 In the event of loss or damage to computerised equipment, **we** will pay for replacement items of a similar type and specification.
- 11 **We** will not pay for a reduction in the **vessel's** market value after repair or replacement.
- 12 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.
- 13 **We** will not pay for any claim as a result of the tender sinking due to the accumulation of rainwater.
- 14 **We** retain the option to decide where the repairs are carried out and may require a number of quotations.
- 15 **We** will not, under any circumstances, pay more than the **sum insured** shown against any item, or any section(s) in the schedule, except any claims when the 'Replacement **vessel**' (RPV) endorsement applies.
- 16 If **you** are making a claim under the Liveboard Contents endorsement of the policy:
 - **you** will need to provide **us** with original purchase receipts, invoices, instruction booklets or photographs
 - **you** may need, for property damage, to provide confirmation from a suitably qualified expert that the item **you** are claiming for is beyond repair
 - **we** treat each item of a matching pair, set or suite as a separate item. **We** will not cover the cost of repairing or replacing any undamaged item or part of any item simply because it forms part of a matching set or suite. i.e. if a chair is damaged **we** will repair or replace the damaged chair only, not the whole set.

Navigators & General

C/O Nimbus House, Liphook Way, Maidstone, Kent, ME16 0FZ

E: enquiries@navandgen.co.uk T: 01273 863400 W: www.navandgen.co.uk

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