

# Commercial Vessel Insurance

## Insurance Product Information Document



**Company:** Navigators & General

**Product:** Commercial Vessel Policy

**Provided by:** Navigators & General

Navigators & General is a trading name of Geo Underwriting Services Limited. Authorised and regulated by the Financial Conduct Authority. FCA Register Number 308400. Registered Office: 2 Minster Court, Mincing Lane, London EC3R 7PD. Registered in England 4070987.

**Underwritten by:** Tokio Marine HCC

HCC International Insurance Company plc ('HCCII'), trading as Tokio Marine HCC. HCCII is registered in England and Wales (Company Reg No: 01575839) with registered office at 1 Aldgate, London EC3N 1RE. HCCII is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Firm Registration Number 202655).

This document is a summary of the insurance cover and restrictions. It is not personalised to your individual needs. Please refer to your policy documentation for full details of your cover and the terms and conditions.

### What is this type of insurance?

This policy provides cover for vessels used for commercial activities (such as workboats, skippered charter, pilot and harbour boats, inshore passenger craft and hire fleets). It covers the vessel itself, gear, equipment and vessel tools, as well as third party cover for costs you are legally responsible for due to injury or damage caused to others, their vessel or other property and passengers.

**Important: What is and is not insured, and cover restrictions will vary depending on the sections of cover which apply. Your policy schedule will set out the sections insured, the type of vessel insured, the agreed activities and any specific limitations.**



### What is insured?

Depending on the options agreed, the following sections of cover may apply to your policy:

#### A – Marine hull

- ✓ Loss or damage, including accidental damage.
- ✓ Repair or replacement up to the agreed sum insured (or the market value for outboard motors or unspecified boats).
- ✓ Permitted use as agreed and stated in your schedule.
- ✓ Inspection of the vessel following a grounding.
- ✓ Loss or damage to the vessel caused by a government authority acting to prevent or mitigate a pollution hazard, resulting from insured damage to the vessel.
- ✓ Sistership clause – you have the same rights under this policy should your vessel be in collision with or receive salvage from another vessel belonging to you or under the same management.

#### B – Public liability

- ✓ Legal liability to third parties and passengers for accidental death, personal injury, accidental damage to other vessels or property, up to the limit in your schedule.
- ✓ Pollution or Contamination caused by a sudden identifiable unintended and unexpected incident.
- ✓ Legal costs and related expenses incurred with our prior consent.
- ✓ Costs for representation at Coroner's Inquest or defence in any Court of Summary Jurisdiction.
- ✓ Includes costs for any attempted or actual removal of the wreck.
- ✓ Salvage charges, costs or expenses incurred in preventing or minimising an insured loss.
- ✓ Indemnity to principal.



### What is not insured?

Depending on the options agreed, the following section exclusions may apply to your policy:

#### A – Marine hull

- ✗ The vessel being in an unseaworthy condition, wear, tear, depreciation or gradual deterioration.
- ✗ Theft of the vessel, machinery or its equipment unless caused by forcible means, or theft of outboard motor or trailer if not fitted with an anti-theft device.
- ✗ Consumable stores, own moorings, fishing gear or cargo.
- ✗ Failure or breakdown of machinery, or jet drives or propulsion units ingesting an underwater or floating object.
- ✗ Machinery due to gradual incursion of water unless following an impact, gradual escape of water from any fixed pipe appliance or pipe or frost damage unless the manufacturer's recommendations have been complied with.
- ✗ Fire or explosion, if the vessel's maximum designed speed exceeds 17 knots and is fitted with inboard machinery with no automatic fire extinguishing equipment in the engine compartment.

#### B – Public liability

- ✗ Whilst vessel is in transit by road.
- ✗ Activities involving persons being pulled by the vessel or the towing of another vessel.
- ✗ Salvage operations or from dredging and removal/depositing of spoil.
- ✗ For loss or damage to own property or held in trust, borrowed, rented, leased or hired by the Insured.
- ✗ Liquidated damages, fines or penalties which attaches because of a contract or agreement.
- ✗ Damages awarded by a Court of Law outside the UK, the Channel Islands or the Isle of Man.



## What is insured?

### Optional additional covers if agreed by us

- Employers' liability for persons employed by you (under a UK contract) in connection with the vessel (skipper and crew).
- Personal accident (for skipper and crew).
- Loss or damage whilst in transit by road within the UK.
- Private pleasure by directors.
- Filming extension.
- Food and drink.
- Exhibition cover.
- War and/or Strikes extension.
- Other options may be available on request.



## What is not insured?

### All Policy exclusions

- ✗ Communicable diseases.
- ✗ Cyber attack.
- ✗ Racing or competitive time trials by any vessel which has a maximum designed speed over 17 knots.
- ✗ Recklessness or wilful misconduct by the insured or by persons authorised to be in control of the vessel (including whilst under the influence of alcohol or drugs).
- ✗ Radioactive contamination, chemical, biological, bio-chemical and electromagnetic weapons.
- ✗ War risks, strikes, riot and civil commotion or terrorism.



## Are there any restrictions on cover?

- ! You will have to pay the first amount of any claim (known as the excess). Refer to your schedule and policy for details.
- ! We will not pay more than the sum insured or limits shown in your schedule and policy.
- ! A deduction for new items replacing old will apply for sails, protective covers, canopies and side screens, running rigging, batteries, outboard motors and unspecified boats or items identified as obsolete or which are no longer available or legally compliant.
- ! Use of the vessel is restricted to the insured, their skipper or a person they authorise, other than while on loan or charter, unless otherwise shown in your schedule.



## Where am I covered?

- ✓ Within the territorial limits agreed as shown in your schedule.



## What are my obligations?

### It is your responsibility to

- Make a fair presentation of the risk by disclosing all information in a clear, accessible and accurate manner.
- Tell us if your information is wrong or changes (e.g. change of business activities, use, mooring or territorial limits, change to vessel or a modification, change in sum insured).
- Pay the premium when required.
- Tell us about any incidents connected to this insurance as soon as possible whether or not related to a claim.
- Do all you can to reduce any costs, damage, injury or loss.
- Report any loss, theft, attempted theft or malicious damage to the police as soon as possible.
- Preserve any damaged or defective property which may be required as evidence for a claim.
- Not admit liability or settle any claim from a third party without our consent.
- Check your policy documentation when you receive it to make sure you have the cover you need and expect.

*Your policy may not be valid if you do not provide the correct information.*



## When and how do I pay?

Please contact us or your insurance broker for payment options.



## When does the cover start and end?

Cover can commence once you have accepted our terms and agreed to pay the premium. Standard policy term is 12 months from your policy start or renewal date, unless it is cancelled by you or us before it ends.



## How do I cancel the contract?

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.

Refer to policy conditions for details of all cancellation terms.