

Small Craft

Policy document



navigators
& general
a part of geo underwriting



Contents

Thank you for choosing Navigators and General for your insurance	3
Data protection statement	4
Fair Processing Notice	5
Our complaints procedure	9
Governing Law	11
Definitions	13
Section A – Accidental damage cover	15
Personal accident	20
Section B – Liability to others	22
Conditions which apply to the whole of this policy	24
Exclusions which apply to the whole of this policy	27
Conditions relating to accidents and claims	29

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 Plc ('HCCI') 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 **craft** or for things wearing out, breaking down or failing because of lack of maintenance.

The policy requires that the **craft** is not **unseaworthy** and if **you** are unable to maintain the **craft** 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 craft** 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 relating to applications and claims 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 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 adjustors) 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

Governing Law

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

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

Relevant to the entire policy

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

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

Information you should provide

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

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

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

- accidents (fault or non-fault) whether or not resulting in a claim
- thefts (of or from the **craft**)
- convictions or pending prosecutions for any criminal offence

- change of **your** address or where **your craft** is moored
- make and/or model of **craft**
- use of **craft**
- modifications to **your craft**
- any health matters affecting ability to operate the **craft**.

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

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

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

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

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

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).

Our Right of Renewal

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

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

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

Definitions

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

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

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

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

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

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 **craft** 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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Us, We, Our: Navigators & General a trading name of Geo Underwriting Services Limited on behalf of HCC International Plc ('HCCI') trading as Tokio Marine HCC.

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

Section A – Accidental damage cover

What is covered:

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

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

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

What you are not covered for:

- the **excess** shown within the schedule, except in the event of a **total loss**
- loss of use of the **craft**
- **loss or damage** caused by wear, tear, depreciation or **gradual deterioration** if the **craft** is over 3 years old, unless **you** are able to provide evidence that the **craft** has been maintained appropriately
- **loss or damage** to consumable stores or moorings
- the cost of making good any defect in repair or maintenance, resulting from work carried out by any person employed by **you**
- the cost of making good any fault or damage arising from any fault or error in design or construction
- replacing, repairing or renewing a faulty part, faulty design, faulty construction or defective materials
- theft of outboard motors attached to the **craft** or her tenders unless it is securely locked by an anti-theft device which prevents retaining bolts/clamps being undone, in addition to its normal method of attachment
- theft of sailboard unless the theft involves forcible and violent entry or removal
- theft of sailboard from an unattended vehicle unless it is attached to a locked car roof rack and is fitted with and secured by an anti-theft device, in addition to its normal method of attachment

- theft of fixed gear and equipment from the exterior of **craft** unless violence or force are used
- a reduction in the **craft's** market value following repair, or loss of value, warranty coverage or rating
- mechanical, electrical or electronic breakdowns, failures, faults or breakages
- **loss or damage** resulting from electrolysis, osmosis, or like conditions
- **loss or damage** to the **craft** caused by loss of control where a **kill cord** is fitted but has not been used
- scratching, denting, bruising and chafing whilst in transit by road, rail, air or ferry.

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

No claim will be allowed in respect of:

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

Preventing or Minimising a Loss

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

Grounding

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

Loss or Damage to Personal Effects/Equipment

What is covered:

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

We will provide this cover for:

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

What you are not covered for:

- the **excess** shown within the schedule
- theft or vandalism of **personal effects** unless the craft has lockable cabin accommodation
- theft from an unattended motor vehicle unless the vehicle was securely locked and the personal items hidden from view
- damp, mould, mildew, vermin and moth
- mechanical or electrical failure or breakdown
- **loss or damage** to computer equipment or computer software, mobile phones, jewellery, furs, works of art and spectacles
- breakage of items of a fragile nature
- loss of money, travellers cheques, credit or debit cards
- **loss or damage** to water skis, water toys, fishing, diving and sports equipment whilst in use
- any one item in excess of £250 unless agreed in writing by **us**
- wear, tear, depreciation or **gradual deterioration**.

Marina benefits

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

Key Cover

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

Rescue and Evacuation

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

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

Medical expenses

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

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

Excess Collision Waiver

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

Race Fees

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

Mast and Sails damaged at an event

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

Personal accident

Definitions

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

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

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

What is covered

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

Benefits

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

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

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

We will provide this cover for:

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

What you are not covered for:

- a disease, physical defect, illness or injury which existed prior to the accident
- being under the influence of drink, drugs or solvent abuse

- **you** are not covered for any other costs that are indirectly caused by the event which led to **your** claim, unless specifically stated in this Policy
- disablement to any person employed by **you** in any capacity whatsoever
- disablement to any person whilst **your craft** is being used for purposes other than private pleasure
- pregnancy
- suicide, deliberate self-injury or wilful exposure to needless risk.

Conditions

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

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

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

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

Section B – Liability to others

What is covered:

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

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

We will provide this cover for:

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

What you are not insured for:

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

Innocent Boater

What you are covered for:

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

What you are not covered for:

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

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

Removal of Wreck

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

Rescue Boat Liability

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

Conditions which apply to the whole of this policy

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

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

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

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

16 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 craft** 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.

- 17 We** 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 **us** 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.

Exclusions which apply to all sections of this policy

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 speeds
- 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 other persons in control of the **craft** including, not limited to, conduct when under the influence of alcohol or drugs
- 8 any accident or **incident** that occurs outside the period of insurance
- 9 Non-standard use of **your craft** unless it is noted in **your** schedule or amended by endorsement where **your craft** 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);
- 10 **your** failure to maintain the **craft** in a **seaworthy** condition or in the case of a trailer, roadworthy condition
- 11 the **craft** being left **unattended** afloat on moorings, unless otherwise agreed. However, **craft** are permitted to be moored on a recognised **marina** berth at any time and on a mooring recognised within a nautical chart or almanac during the period 1st April to 30th September for a period not exceeding 28 days

12 loss, damage or liability whilst participating in racing if the **craft** is over 23ft in length, unless otherwise agreed by **us**

13 the **craft** crossing the English Channel, Irish or North Seas

14 the **craft** being more than 12 miles offshore.

15 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.

16 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.

17 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.

Conditions relating to accidents and claims

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

1 You will need to tell **us**:

- **your** name and address
- the place where the **loss or damage** occurred
- what caused the **loss or damage**
- telephone numbers and/or address including witnesses and third parties, where known.

2 You must tell **us** immediately about any accidents, claims or legal proceedings in connection with this policy, and give **us** all the information and help **we** may need, including contact details of all witnesses, likely claimants and persons against whom any recovery might be made. **You** must send any writ or summons or comparable foreign documentation to **us** immediately it is received. **We** will decide how to settle or defend a claim, and may bring or defend proceedings in the name of any person covered by the policy, including proceedings for recovering any claim.

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

4 We will pay reasonable costs incurred by **you** in respect of Official Inquiries and/or Coroners' Inquests. **We** will also pay reasonable costs incurred by **you**, subject to **our** prior approval, for settling or defending any claim.

5 We retain the option to decide where the repairs are carried out and may require a number of quotations.

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

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

Navigators & General administer your policy on behalf of 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).

