

Marine Third Party Liability Insurance

Policy document



NAVIGATORS & GENERAL

A Member of the Zurich Insurance Group

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Data protection statement

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

The type of personal information we will collect includes: basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

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

It is in our legitimate interests to collect personal information as it provides us with the information that we need to provide our services more effectively including providing information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

A full copy of our data protection statement can be viewed via www.zurich.co.uk/dataprotection

How you can contact us

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

Important notes

Fraud prevention and detection

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

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

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

Claims history

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

We and other insurers may search these databases when you apply for insurance, when claims or potential claims are notified to us or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

Our complaints procedure

Our commitment to customer service

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

Who to contact in the first instance

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

Contact details will be provided on correspondence that we or our representatives have sent you.

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

Telephone: 01273 863400

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

Many complaints can be resolved within a few days of receipt

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

Next steps if you are still unhappy

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

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

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk.

You can also contact them as follows:

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

Telephone: 08000 234567 (free on mobile phones and landlines)

Email: complaint.info@financial-ombudsman.org.uk

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.

Marine Third Party Liability Insurance Policy Document

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

Governing Law

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

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

Relevant to the entire policy

This policy is an agreement between **you** and **us**. It is based on the information **you** have given to **us** and **your** agreement to pay the premium. Remember, **you** must tell **us** if this information changes. If **you** do not, **your** policy may not be valid and **we** may not pay any claims **you** make either in part or in full. **You** must read all **policy documentation** as one contract. Please make sure it provides the cover **you** asked for. If not, please contact **us** as soon as possible.

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 **vessel**)
- convictions or pending prosecutions for any criminal offence
- change of **your** address or where **your vessel** is moored
- make and/or model of **vessel**
- use of **vessel**
- modifications to **your vessel**
- any health matters affecting ability to operate the **vessel**.

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.

Cancellation rights

If **you** decide **you** do not want to accept the policy (or any future renewal of the policy by **us**), please surrender the Certificate of Insurance to **us** or **your** insurance advisor using the contact details provided on the covering letter, within 14 days of receiving it (or for renewals, within 14 days of **your** policy renewal date). **We** will charge **you** on a pro rata basis for the time **you** have been on cover subject to a minimum premium of £25 (plus insurance premium tax) and the balance of the premium will be returned to **you**. There will be no return of premium if **you** are cancelling the policy within 14 days following a claim where **your vessel** is a total loss.

If **you** cancel at any other time, **we** will charge **you** for the time **you** have been on cover. If this is within the first year, **we** will deduct a £25 (plus insurance premium tax) administration charge from any refund. **We** will not refund any premium if **we** have paid a claim or one is outstanding when **you** cancel **your** policy.

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.

Sanctions

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

Definitions

Certain words have specific meanings when they appear in this policy. These meanings are shown below or in the section where they apply. They are printed in bold. In this policy the words '**you**', '**your**' and '**yours**' refer to the person or persons named in the **policy documentation** as the insured. The words '**we**', '**us**' and '**our**' mean Navigators & General.

Policy Documentation: policy, schedule, endorsements and certificate of insurance.

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

Seaworthy: the **vessel** is **seaworthy** if it is maintained and crewed in such a way as to be able to operate safely in conditions which can reasonably be expected. If **you** are unable to maintain the **vessel** due to lack of knowledge, skill or time **you** must employ the services of a professional to do so on **your** behalf.

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.

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

Vessel: **your** boat as described in the **policy documentation** including the following items used in conjunction with it:

- tender not exceeding 16'
- road trailer
- launching trolley.

What is covered by this policy

This policy covers third party liabilities arising from **your** ownership of **your vessel** shown within the **policy documentation**. It also covers **your** legal liabilities whilst **you** are in charge of a boat not owned by **you**, provided the boat is not insured under another policy.

This policy does not cover **loss or damage** or liability if **your vessel** or any boat **you** are using:

- has a maximum design speed in excess of 45 knots
- is of ferro cement construction
- is in excess of 60' in length or in the case of narrowboats 75'
- is a jetski, jetscooter or classed as a personal watercraft
- is of amateur construction or a conversion
- is a static houseboat
- was built before 1950.

Liability to others

What is covered

We will cover **your** legal liabilities, up to £3,000,000, to compensate other people if someone dies or is injured, or property, not owned by **you**, is lost or damaged as a result of **your** interest in **your vessel**.

Pollution

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

Removal of Wreck

We will pay up to £15,000 costs of attempted or actual raising, removal or destruction of the wreck of **your vessel** or any failure to do so, resulting from an incident covered by this insurance.

We will provide this cover for:

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

Policy conditions

Assignment

This policy is non-transferable.

Cancellation by us

We may cancel this policy at any time subject to 30 days notice to **your** last known address. Any return premium will be calculated on a pro-rata basis. Subject always to a minimum retained premium of £25, plus insurance premium tax.

Cancellation by you

You may cancel this policy at any time by telephoning **us** on **01273 863400** and returning the **policy documentation** or by writing to **us** and advising **us** of the date **you** wish cancellation to be effective from. Any return premium will be calculated on a pro-rata basis. Subject always to a minimum retained premium of £25, plus insurance premium tax.

Change of ownership

Should **your vessel** be sold or transferred to new ownership or there is a change in interest, this policy will be cancelled from the relevant date.

Change of Vessel

If **you** replace **your vessel**, **your** insurance will no longer be valid and claims will not be met.

Competence

Those in charge of **your vessel** with **your** permission must have satisfied **you** of their competence, prior to **your** agreement.

Due care and diligence

You must exercise due care and diligence at all times.

Fraudulent Claim

If a claim is fraudulent or false in any way, **we** will not make any payment and the policy will be void. There will be no refund of premium.

Other insurance

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

Responsibility

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

Rights of third parties

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

Policy Exclusions

We will not pay for any claims arising from:

- any loss or damage to **your vessel** or any boat **you** are in charge of
- accidents or illness to any person contracted by **you**, in any capacity whatsoever, in connection with **your vessel**
- any accident or incident that occurs outside the period of insurance unless **you** have selected this cover and paid the additional premium
- any activity involving persons being pulled by **your vessel**, unless the additional waterskiing/wakeboarding option has been selected
- any chemical, biological, bio-chemical or electromagnetic weapon
- deception by **you**
- fines, penalties or punitive damages
- fire or explosion where **your vessel** and/or tender is fitted with inboard machinery and the maximum design speed exceeds 20 m.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
- hire, charter, reward or any other commercial activity

- liabilities whilst **your vessel** is in transit by road
- liabilities assumed under contract, incurred solely by an agreement entered into by **you**
- liabilities of passengers or crew engaged in swimming, diving or any similar sport or activity, from the time of leaving **your vessel** until safely within **your vessel**
- liabilities whilst **your vessel** is in the care, custody or control of any business, trade, profession or organisation. This includes delivery skippers
- liabilities whilst **rac**ing
- **loss or damage** to **your vessel's** moorings
- **terrorism**
- war, invasion, civil war, conflict or commotion
- wilful misconduct or acts of recklessness by **you** or other persons in control of **your vessel** including, but not limited to, conduct when under the influence of alcohol or drugs
- **your** failure to maintain **your vessel** in a **seaworthy** condition or in the case of a trailer, roadworthy condition
- **your vessel** operating outside the cruising range shown in the **policy documentation**
- **your vessel** being stranded, sunk, swamped or breaking adrift whilst unattended for a period in excess of 8 hours, except on a sheltered and **recognised mooring or anchorage**. We would draw **your** attention to **Policy conditions – Due care and diligence**
- **your vessel** undertaking towage or salvage services under a pre-arranged contract. However, **your vessel** may assist or tow boats in distress.

We do not cover your liabilities if your vessel or a boat you are in charge of:

- is of ferro cement construction
- is in excess of 60' in length or in the case of narrowboats 75'
- is a jetski, jetscooter or classed as a personal watercraft
- is of amateur construction or a conversion

- is a static houseboat
- has a maximum design speed in excess of 45 knots
- was built before 1950.

Optional Water Skiing/Wakeboarding Extension

If **you** have selected this cover and paid the additional premium, **we** will cover liabilities to and of water skiers and wakeboarders being pulled by **your vessel**. The limit of indemnity for this cover is £1,500,000.

Making a claim

To make a claim or report an incident, please contact **us** on **01273 863450** or alternatively email: **claims@navandgen.co.uk**

We will need to know:

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

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.

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.

Navigators & General – Brighton

PO Box 3707, Swindon, SN4 4AX.

Tel 01273 863400 Fax 01273 863401

Email enquiries@navandgen.co.uk.

Website www.zurich.co.uk/navigators-and-general

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