

Your Navigators & General Commercial Craft Policy; A Summary of Cover

This leaflet provides a summary of the significant features, benefits and limitations of the cover provided by the Navigators & General Insurance Company Ltd Commercial Craft Policy. The full terms, conditions or exclusions are shown in the policy document which is available upon request.

The Navigators & General, Commercial Craft Policy is designed to run for 12 months renewable annually and specifically to provide specialist cover and protection for Commercial Craft. It is split into 2 separate sections:-

Section A – The Subject Matter Insured –

The vessel her gear and equipment are covered subject to policy exclusions against loss or damage arising from:

- External accidental means
- Theft
- Malicious acts & Vandalism
- Fire & Explosion
- Vermin
- Forcible removal of gear from the exterior of the vessel
- Grounding
- Sudden accidental incursion of water
- Latent Defects
- Negligence

Whilst:

- In use, as specifically agreed
- Afloat on moorings, as specifically agreed
- Ashore
- In transit by road if specifically agreed

In addition

- Any salvage or wreck removal fees connected with insured risks
- Law costs, incurred with our consent in defending claims

Section B – Claims made against you by your Passengers or Third Parties

We will indemnify (protect) you up to the amount stated in your Schedule for such claims.

Main Policy Exclusions (Page 2 No Claims Section A & B)

- Any claim caused by war, terrorism, strikes, riots, civil strife or commotion.
- Nuclear or Radioactive Contamination.
- Wear, tear, gradual deterioration and breakdown.
- Consumable stores, cash, credit cards.
- Sails, covers and canopies split or blown away by the wind.
- Third Party claims whilst in transit by road (which should be insured under a Motor Policy).
- Persons contracted in any way to work on the craft (the policy does not include employers liability).
- Damage to mast, spars and sails whilst racing unless specifically extended.

Important Policy Conditions (Page 3 Section 1-4 Page 4 Section 1-9)

You must:

- Notify us as soon as possible of any claims or potential claims.
- Not admit liability for any claim without our consent.
- Maintain vessel and equipment in seaworthy condition. Also, trailers must be roadworthy.
- Exercise due care and diligence to safeguard the vessel.
- Notify us of any material facts that may influence our view of the risk.
- Please note, in most cases policy excesses will apply and are detailed in the quotation and policy schedule.

General Information

How much must I pay if I have a claim?

A policy excess applies to the policy please refer to your policy schedule and the relevant section.

How do I make a claim?

You should contact us on the following number if you wish to report a claim or incident: **01273 863450** or through your insurance intermediary.

How do I make a complaint?

Firstly, if you have a complaint about your policy or a claim, you should contact the insurance adviser who arranged the policy for you. If they are not able to sort out your complaint, you can contact us direct.

If your complaint is about your policy please call us on **01273 863430**.

If your complaint is about a claim, please call us on **01273 863450**

If you prefer you can write to us at the address shown overleaf or via e-mail to enquiries@navandgen.co.uk.

If you are still not satisfied, you can contact the Chief Executive's office,

Chief Executive

The Grange

Bishops Cleeve

Cheltenham GL52 8XX

Tel: 01242 511227 e-mail chiefexecutive@uk.zurich.com

If you are still not happy with the way we have dealt with your complaint, you can ask the Financial Ombudsman Service (FOS) to review your case. This is a free impartial service.

Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall

London E14 9SR

Tel: 0845 0801800 or e-mail: enquiries@financial-ombudsman.org.uk

You may contact the FOS at any stage of your complaint. Your legal rights will not be affected.

Can I receive compensation if Zurich cannot meet its obligations to me?

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation should we be unable to meet our obligations. Further information is available on www.fscs.org.uk or you may contact the FSCS on 020 7892 7300.

If I take out cover but then change my mind can I get my premium refunded?

If you decide that you do not want to accept the policy (or any subsequent renewal of the policy by us), please return it to us (or your insurance intermediary) together with the Certificate of Insurance within 14 days of receiving it (or for renewals within 14 days of your policy renewal date). We will only charge you on a pro rata basis for the time we have been on cover subject to a minimum premium of £50 (plus insurance premium tax). The balance of the premium will be returned to you.

Can I cancel the policy at any other time?

This insurance may be cancelled by the Company at any time subject to 30 days notice to the assured or by mutual agreement, when a pro rata return of premium shall be made calculated on the annual premium charged, subject to a minimum premium of £50 (plus insurance premium tax) or subject to the minimum retention referred to in the quotation or schedule.

Important Notes

In selecting insurance for your vessel/marine trade activities, you have chosen a level of maritime cover from a range of Navigators & General products in accordance with your requirements. Whilst making this decision, you have not received a personal recommendation from Navigators & General Insurance Company Ltd. Cover is shown in your copy of our policy wording plus additional or excluded cover is endorsed on the reverse of your policy schedule.

Information You Should Provide

It is important that you should disclose all material facts; that is, those facts that would influence an insurer in the acceptance or assessment of your proposal. Failure to disclose such facts may result in claims not being met. If you are in any doubt about whether a fact is material, you should disclose it. You should keep a record (including copies of letters) of all information supplied to us for the purposes of entering into this contract.

Our Right of Renewal

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 that you do not want us to renew the policy, provided you tell us before the next renewal date, we will not renew it. Our right to renew this policy does not affect your cancellation rights detailed on your copy of the policy.

Cancellation Rights

If you decide that you do not want to accept the policy (or any subsequent renewal of the policy by us), please return it to us (or your insurance intermediary) together with the Certificate of Insurance within 14 days of receiving it (or for renewals, within 14 days of your policy renewal date). We will only charge you on a pro rata basis for the time we have been on cover subject to a minimum premium of £50 (plus insurance premium tax). The balance of the premium will be returned to you.

Policy Administration

Navigators & General Insurance Company Limited holds your details in accordance with the Data Protection Act 1998. In order to administer your insurance policy, Navigators & General Insurance Company Ltd may share personal data provided to us with other companies within the Zurich Financial Services Group and with business partners, including overseas companies. If we do transfer your information, we make sure that it has the same level of protection that it has with us under all relevant legislation within the UK.

Governing Law/Communication Language

Unless otherwise agreed between the Company and the Assured when this contract of insurance was made, this insurance and any dispute arising under it, is subject to law of England and Wales, and to the exclusive jurisdiction of the English Courts. 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 of the policy can be downloaded from our website www.navandgen.com

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Registered in England & Wales NO 173444.

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