

Small Craft Policy



Thank you for choosing Navigators and General for your small craft insurance

We have been at the forefront of pleasure craft insurance for over 80 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 expertise and experience, you can be assured of a personal and professional service.

This policy is an agreement between you (the person(s) shown in the schedule as the insured) and us (Navigators and General Insurance Company Limited). It is based on the information you gave 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.

You must read all Policy Documentation as one contract. Please make sure that it provides the cover you asked for. If not, please contact your insurance advisor or us as soon as possible.

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 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 only charge you on a pro rata basis for the time we have been on cover subject to a minimum premium of £25 (plus insurance premium tax). The balance of the premium will be returned to you.

If you cancel your policy later than 14 days from receiving it, we will give you a refund in proportion to the time left until your current period of insurance is due to run out, subject to a minimum premium of £25 (plus insurance premium tax).

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

Certain words have specific meanings when they

appear in the 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 showing in the schedule as the insured. The words 'we', 'us' and 'our' mean Navigators and General Insurance Company Limited.

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 Croatia, Norway and Switzerland.

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

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

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

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.

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

Section A

Accidental Damage Cover

1 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**.
- wear, tear, depreciation or gradual deterioration.
- **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.
- **loss or damage** to tender(s) unless permanently marked with the name of the parent **Craft**.
- 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 outboard motors unless you have safely recorded the serial number.
- theft of **Craft** whilst stored unless the theft involves forcible and violent entry or removal.

- 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.
- 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.
- a reduction in the **Crafts** 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.
- scratching, denting, bruising and chafing whilst in transit by road, rail, air or ferry.
- damage sustained in consequence of insufficient packing of items dispatched to or by repairers or suppliers.

2 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.

3 Preventing or Minimising a Loss

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

4 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.

5 Loss or Damage to Personal Effects

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.
- **loss or damage** 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.
- wear, tear, depreciation or gradual deterioration.
- any one item in excess of £200 unless agreed in writing by **us**.

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**.

We will provide this cover for:

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

What you are not insured for:

- the first amount of each claim shown in the schedule.
- 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 ski-ing or waterboarding involving persons being pulled by the **Craft** and/or tender(s) unless **you** have written agreement from **us**.

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 If sails or protective covers are more than three years old when loss or damage occurs, **we** will only pay for two-thirds of the replacement cost.
- 14 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%.

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

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

17 If **you** pay the premium to **us** using our Direct Debit instalment scheme, **we** will have the right (which **we** may not use) 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, as long as **you** tell **us** before the next renewal date, **we** will not renew it.

18 This insurance may be cancelled by us at any time subject to 30 days notice to **you** 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 £25 (plus insurance premium tax).

Our right to renew this policy does not affect **your** cancellation rights detailed on page 12 and condition 18 on page 6 of the policy.

19 If **you** have elected to pay **your** policy annually, but failed to pay **your** premium:

we may 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; and **we** may cancel your policy by sending **you** seven days' written notice to **your** last known address. This does not affect our right to collect any outstanding premium from **you**.

If you have elected to pay your policy monthly, but you have defaulted on a monthly payment, we further reserve the right to cancel your policy in the event that there is a default in instalment payments due under any associated Consumer Credit Agreement. However, we will send a letter to your last known address and give you 14 days' notice to pay the premium. If you fail to pay or choose to cancel your policy, your refund will be used to pay any sums due under any associated Consumer Credit Agreement.

Exclusions which apply to all Sections of this policy

We will not pay for any claims arising from:

- 1 war, invasion, civil war, conflict or commotion
- 2 **terrorism**.
- 3 any chemical, biological, bio-chemical or electromagnetic weapon.
- 4 ionising radiation, radioactivity, nuclear fuel, nuclear waste or nuclear equipment.
- 5 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.
- 6 any accident or incident that occurs outside the period of insurance.
- 7 hire, charter, reward or any other commercial activity.
- 8 **your** failure to maintain the **Craft** in a seaworthy condition or in the case of a trailer, roadworthy condition.
- 9 the **Craft** being left unattended afloat on moorings, unless otherwise agreed. However, **Craft** 18' (5.5m) in length or longer are permitted to be moored on a recognised marina berth at any time and temporarily on a mooring or anchorage recognised within a nautical chart or almanac during the period 1st April to 30th September for a period not exceeding 28 days.
- 10 the **Craft** crossing the English Channel, Irish or North seas.
- 11 the **Craft** being more than 12 miles offshore.

Conditions Relating to Accidents and Claims

- 1 When **you** contact **us** about a claim on **01273 863450**, 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.

Our complaints procedure

We value the opportunity to investigate concerns **you** may have about **our** service. **We** are committed to handling complaints fairly, thoroughly and promptly.

In the first instance, if **you** have a complaint about **your** policy or claim, **you** should contact the insurance advisor acting for **you**, or **you** can contact **us** directly.

If **your** complaint is about:

- **your** policy, please call **us** on **01273 863400**
- a claim, please call **us** on **01273 863450**

Or if **you** prefer, **you** may write to **us**.

The address to use is:

PO Box 848
Brighton
BN1 3GQ

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

Next steps if you are not happy with the response provided.

We are dedicated to **our** customers and seek to do what is right, however, sometimes **we** may not be able to reach an agreement with **you**. If this is the case, and **you** remain dissatisfied once **you** have received **our** response to **your** complaint, **we** will refer **your** complaint to **our** Customer Relations Team for a separate review. The Customer Relations Team will contact **you** to let **you** know they have received **your** complaint and when their review is complete, they will provide **you** with a final response on behalf of Navigators and General Insurance Company Limited. The Customer Relations Team contact details are as follows:

The Zurich Centre
3000a Parkway
Whiteley
Fareham
Hampshire
PO15 7JY

You can telephone on: **0845 850 6559**

Or e-mail: customer_relationsukgi@uk.zurich.com

The Financial Ombudsman Service (FOS)

If **we** are unable to resolve **your** complaint to **your** satisfaction within eight weeks, or if **you** remain dissatisfied following receipt of **our** final response letter, **you** can ask the FOS to formally review **your** case. **You** must contact the FOS within six months of **our** final response. The FOS contact details are as follows:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

You can telephone on: **0845 080 1800**

Or e-mail:

complaint.info@financial-ombudsman.org.uk

This is a free and impartial service and will not affect **your** legal rights.

Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS) which means that **you** may be entitled to compensation if **we** be unable to meet **our** obligations to **you**. Compulsory Insurance is covered in full. Non-compulsory insurance is protected in full for the first £2,000 and then 90% of any amount above £2,000. Further information is available at www.fscs.org.uk or by contacting the FSCS directly on **0207 892 7300**.

Navigators and General Insurance Company Limited.

Underwritten and administered by Navigator & General Insurance Company Limited.
Registered in England & Wales NO 173444. Registered Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hants PO15 7JZ.
Authorised and regulated by the Financial Services Authority.

These details can be checked on the FSA's register by visiting their website www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

Communications may be recorded or monitored to improve our services and for security and regulatory purposes