

# Prestige

Yacht and Motorboat  
Policy



NAVIGATORS & GENERAL

A Member of the  Zurich Insurance Group

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# Thank you for choosing Navigators & General for your yacht insurance

**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.navandgen.co.uk](http://www.navandgen.co.uk)

## Relevant to the entire policy

This policy is an agreement between **you** (the **insured person** shown in the schedule as the policyholder) and the various parties providing the cover under the individual sections of this policy but is only valid if **you** pay the premiums.

**Your** most recent schedule sets out the information **we** were given when **we** agreed to provide **you** with the cover and terms of **your** policy.

**Your** policy provides cover for the sections and the period of insurance shown in **your** schedule. **You** must read **your** policy, schedule and any special terms or conditions, as one single contract. Please read all documents to make sure the cover provided meets **your** needs. If this is not the case, please contact **us** as soon as possible.

When **you** take out, renew and make changes to the cover provided by this policy, **you** must take reasonable care to ensure that **you** accurately answer any questions which **we** ask of **you** and that any information **you** give us is accurate. If **you** are taking out this policy for purposes which are mainly related to **your** trade, business or profession, **you** must also let **us** know about all facts which are material to **our** decision to provide **you** with insurance. Failure to meet these obligations could result in this policy being invalidated, a claim not being paid, or an additional premium being charged.

**You** should keep a record (including copies of letters) of all information supplied to **us** in connection with this insurance.

The conditions and exclusions that apply to all sections of **your** policy are shown on pages 25 to 32. Please make sure that **you** read these as well as the cover shown in each section.

## Who controls my personal information?

This notice tells **you** how Navigators and General, a trading name of Zurich Insurance plc ("Zurich"), as data controller, will deal with **your** personal information. Where Zurich introduces **you** to a company outside the group, that company will tell **you** how **your** personal information will be used.

**You** can ask for further information about **our** use of **your** personal information, or complain about its use in the first instance, by contacting **our** Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

If **you** have any concerns regarding **our** processing of **your** personal information, or are not satisfied with **our** handling of any request by **you** in relation to **your** rights, **you** also have the right to make a complaint to the Information Commissioner's Office. Their address is: First Contact Team, Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF.

## What personal information will you collect about me?

**We** will collect and process the personal information that **you** give **us** by phone, email, filling in forms, including on **our** website, and when **you** report a problem with **our** website. **We** also collect personal information from **your** appointed agent such as **your** trustee, broker, intermediary or financial adviser in order to provide **you** with the services **you** have requested and from other sources, such as credit reference agencies and other insurance companies, for verification purposes. **We** will also collect information **you** have volunteered to be in the public domain and other industry-wide sources.

**We** will only collect personal information that **we** require to fulfil **our** contractual or legal requirements unless **you** consent to provide additional information. 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.

If **you** give **us** personal information on other individuals, this will be used to provide **you** with a quotation and/or contract of insurance and/or provision of financial services. **You** agree **you** have

their permission to do so. Except where **you** are managing the contract on another's behalf, please ensure that the individual knows how their personal information will be used by Zurich. More information about this can be found in the 'How do **you** use my personal information' section.

## How do you use my personal information?

**We** and **our** selected third parties will only collect and use **your** personal information (i) where the processing is necessary in connection with providing **you** with a quotation and/or contract of insurance and/or provision of financial services that **you** have requested; (ii) to meet **our** legal or regulatory obligations, or for the establishment, exercise or defence of legal claims; (iii) for **our** "legitimate interests". It is in **our** legitimate interests to collect **your** personal information as it provides **us** with the information that **we** need to provide **our** services to **you** more effectively including providing **you** with 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.

Examples of the purposes for which **we** will collect and use **your** personal information are:

- to provide **you** with a quotation and/or contract of insurance
- to identify **you** when **you** contact **us**
- to deal with administration and assess claims
- to make and receive payments
- to obtain feedback on the service **we** provide to **you**
- to administer **our** site and for internal operations including troubleshooting, data analysis, testing, research, statistical and survey purposes
- for fraud prevention and detection purposes.

**We** will use **your** health information and information about any convictions for the purposes of providing insurance, and this includes arranging, underwriting, advising on or administering an insurance contract between **you** and **us**.

**We** will contact **you** to obtain consent prior to processing **your** personal information for any other purpose, including for the purposes of targeted marketing unless **we** already have consent to do so.

## Who do you share my personal information with?

Where necessary, **we** share personal information for the purposes of providing **you** with the goods and services **you** requested with the types of organisations described below:

- associated companies including reinsurers, suppliers and service providers
- brokers, introducers and professional advisers
- survey and research organisations
- credit reference agencies
- healthcare professionals, social and welfare organisations
- other insurance companies
- comparison websites and similar companies that offer ways to research and apply for financial services products
- fraud prevention and detection agencies.

Or, in order to meet **our** legal or regulatory requirements, with the types of organisations described below:

- regulatory and legal bodies
- central government or local councils
- law enforcement bodies, including investigators

- credit reference agencies
- other insurance companies.

**We** may also share the following data with the types of organisations outlined above, for the purpose of statistical analysis, research and improving services:

- anonymised data – data encrypted to make it anonymous, which protects an individual’s privacy by removing personally identifiable information
- pseudonymised data – personally identifiable information replaced with a pseudonym to make the data less identifiable, such as replacing a name with a unique number
- aggregated data – similar groups of data, such as age, profession or income which are expressed as a summary for statistical analysis.

## How do you use my personal information for websites and email communications?

When **you** visit one of **our** websites **we** may collect information from **you** such as **your** email address or IP address. This helps **us** to track unique visits and monitor patterns of customer website traffic, such as who visits and why they visit.

**We** use cookies and/or pixel tags on some pages of **our** website. A cookie is a small text file sent to **your** computer. A pixel tag is an invisible tag placed on

certain pages of **our** website but not on **your** computer. Pixel tags usually work together with cookies to assist **us** to provide **you** with a more tailored service. This allows **us** to monitor and improve **our** email communications and website. Useful information about cookies, including how to remove them, can be found on **our** websites.

### **How do you transfer my personal information to other countries?**

Where **we** transfer **your** personal information to countries that are outside of the UK and the European Union (EU) **we** will ensure that it is protected and that the transfer is lawful. **We** will do this by ensuring that the personal information is given adequate safeguards by using 'standard contractual clauses' which have been adopted or approved by the UK and the EU, or other solutions that are in line with the requirements of European data protection laws.

A copy of **our** security measures for personal information transfers can be obtained from **our** Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN, or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

### **How long do you keep my personal information for?**

**We** will keep and process **your** personal information for as long as necessary to meet the purposes for which it was originally collected.

There are a number of factors influencing how long **we** will keep **your** personal information, and these are shown below:

- to comply with applicable laws and regulations or set out in codes issued by regulatory authorities or professional bodies
- **our** business processes, associated with the type of product or service that **we** have provided to **you**
- the type of data that **we** hold about **you**
- if **your** data relates to any ongoing, pending, threatened, imminent or likely dispute, litigation or investigation
- to enable **us** to respond to any questions, complaints, claims or potential claims
- if **you** or a regulatory authority require **us** to keep **your** data for a legitimate purpose.

## What are my data protection rights?

We will, for the purposes of providing you with a contract of insurance, processing claims, reinsurance and targeted marketing, process your personal information by means of automated decision making and profiling where we have a legitimate interest and/ or you have consented to this.

You have a number of rights under the data protection laws, namely:

- to access your data (by way of a subject access request)
- to have your data rectified if it is inaccurate or incomplete
- in certain circumstances, to have your data deleted or removed
- in certain circumstances, to restrict the processing of your data
- a right of data portability, namely to obtain and reuse your data for your own purposes across different services
- to object to direct marketing
- not to be subject to automated decision making (including profiling), where it produces a legal effect or a similarly significant effect on you
- to claim compensation for damages caused by a breach of the data protection legislation

- if we are processing your personal information with your consent, you have the right to withdraw your consent at any time.

You can exercise your rights by contacting our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

## What happens if I fail to provide my personal information to you?

If you do not provide us with your personal information, we will not be able to provide you with a contract or assess future claims for the service you have requested.

## How do you use my claims history?

When you tell us about an incident or claim we may pass information relating to it to the relevant database. We and other insurers may search these databases when you apply for insurance, in the event of any incident or claim, 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.

## 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.

## Cancellation rights

If **you** decide **you** do not want to accept the policy (or any future renewal of the policy by **us**), please tell **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 £50 (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**.

Please see condition 14 for the full details of all cancellation conditions and charges.

# 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.

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

**Auxiliary Craft:** Any jet-skis, personal water craft, water scooters and dinghies used in conjunction with the **vessel**.

**Excess:** An amount to be deducted or collected in the event of a claim.

**Fixtures & Fittings:** Carpets, soft furnishings, furniture and appliances of a non-marine nature fitted to the **vessel** and which would normally form part of the inventory if the **vessel** was sold.

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

**Insured Person:** The beneficial owner, their husband, wife or partner, children, charterers, guests, crew employed on the **vessel** and beneficial owner's permanent domestic staff.

**Insured Property:** The **vessel** together with any **auxiliary craft**, **leased equipment**, **personal effects**, mopeds, motorcycles and **fine art** as listed in the **schedule**.

**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.

**Latent Defect:** An inherent defect in the design, construction, workmanship or materials becoming apparent after the build of the **insured property**.

**Leased Equipment:** Equipment installed on board the **vessel** which is not owned by **you** but for which **you** have a contractual liability.

**Machinery:** The **vessel's** motors (main, auxiliary & manoeuvring/thrusters), generators, gearboxes, drive-trains. (inc, shafts, brackets & couplings) and their connections.

**Personal Effects:** Items of a personal nature belonging to an **Insured Person**.

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

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

**Sum Insured:** The insured value stated in the **policy documentation** which is the maximum amount that **we** will pay for any given section.

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

**Uninsured Boater:** An owner or operator of a yacht other than the **vessel**, who is legally responsible for an accident, and:

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

**Us, We, Our:** Navigators & General, a trading name of Zurich Insurance plc.

**Unseaworthy:** The **insured property** 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 **insured property** due to the lack of knowledge, time or skill **you** must engage the services of somebody to do so on **your** behalf.

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

**Valuables:** Precious or semi-precious metals or stones, valuables of a rare or special nature including books, medals, jewellery, musical instruments and the like.

**Vessel:** the craft described in the schedule plus:

- **machinery.**
- tender(s) and their engines/ equipment not exceeding 25 feet in length nor exceeding £35,000 in value
- gear and equipment that would normally be sold with the **vessel**
- specified tender/s.

**Vessel's Cash:** Cash used in connection with the running of the **vessel**, explicitly excluding personal cash of the crew, owner or guests.

# Section A – Accidental damage cover

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

## Material Damage

What is covered:

We will pay **you** the reasonable cost of repair or replacement for loss or damage to the **insured property** whilst it is:

- ashore or afloat.
- in commission or out of commission.
- being lifted, hauled out or launched.
- in transit by road by a professional haulier.

What **you** are not covered for:

- the **excess** shown within the **policy documentation** except in the event of a **total loss**.
- wear, tear, depreciation or gradual deterioration.
- loss or damage to fuel.
- the cost of making good any defect in repair or maintenance, resulting from work carried out by any person employed by **you** other than the **vessel's** permanent crew.
- replacing, repairing or renewing a faulty part, faulty design, faulty construction or defective materials.
- theft from the interior of the **vessel** unless violence is used to break into the **vessel** or place of storage.

- theft of gear and equipment from the exterior of the **vessel** unless force is used.
- a reduction in the **vessel's** market value following repair, or loss of value, warranty
- coverage or rating.
- failure, fault or breakage of electrical or mechanical equipment.
- loss or damage caused by rot, rust, corrosion or osmosis.
- damage caused by galvanic corrosion/ electrolysis to **machinery** or seacocks/ skin fittings unless anodes of sufficient size and appropriate type have been correctly installed to the **vessel** within the last five years. Where the age of the anodes is unknown the age of the **vessel** will be used instead.
- unrepaired damage in the event of a **total loss**
- loss of damage caused by the **vessel** or **auxiliary craft** being **unseaworthy**.
- loss or damage to **auxiliary craft** where a **kill cord** is fitted but has not been used.
- loss or damage to the **vessel** or **auxiliary craft** whilst being transported as either marine or air cargo.

## Extensions

### Newly Acquired Craft

**We** will pay damages **you** are legally obligated to pay for bodily injury and/or property damage caused by an **incident** arising from the ownership, operation, maintenance or use of any newly acquired craft.

**We** will not cover:

- craft with a maximum designed speed exceeding 50 knots.
- craft used which are not being used solely for the private pleasure purposes of the beneficial owner.
- claims more than 30 days from the date of purchase.
- craft with a value of more than £150,000.

**You** must notify **us** within 30 days of the date of purchase of the newly acquired craft and **you** must pay the premium that from the date of purchase.

### Marina benefits

If a claim occurs whilst the **vessel** is moored on a marina berth, **we** will not apply the **excess**.

### Non Fault Waiver

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

### Charter

The policy includes cover whilst the **vessel** is being chartered. **We** will pay for loss or damage when caused by a breach of the charter agreement by the charterer, provided it is committed without **your** consent, approval or knowledge.

### Preventing or minimising a loss

**We** will pay reasonable costs incurred, including salvage, in preventing or minimising a loss covered by this insurance including any act of a governmental authority done for the purpose of saving the **insured property**.

### Grounding

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

### Removal of wreck

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

### Refit, Repair & Hot Works

You will, whenever the **vessel** is contracted to undergo any refit, repair or Hot Work:

- (i) give notice to **us** in advance of arrival at yard or commencement of works (as applicable);
- (ii) ensure that all contractors carry current and operative liability insurance indemnifying the primary contractor and/or yard and/or others in respect of all liabilities towards **you** and the **vessel** up to at least the lesser amount of the **sum insured** of the **vessel** or £5,000,000 in the case of the primary contractor and £2,000,000 in the case of sub-contractors. Where **we** request it, **you** must provide evidence of such coverage to **us** in the form of a copy of the relevant valid insurance certificate or other evidence of coverage satisfactory to **us**; and
- (iii) ensure that the primary contractor and/or yard and/or other contractors impose no contractual exclusion(s) or limitation(s) of liability, nor any waiver or other limitation(s) of **our** subrogated rights of recovery;

provided that if **we** are given notice in accordance with (i) above, **we** may, at **our** discretion, waive (ii) and/or (iii) above on terms to be agreed.

### Non-Emergency assistance

**We** will reimburse **you** for the reasonable costs **you** incur, not to exceed a total of £50,000, resulting from the following services to the **vessel** if help is not available and **you** must obtain commercial assistance:

- towing to the nearest place where necessary repairs can be made.
- delivery of gas, oil, parts or loaned battery (excluding the cost of items themselves) or emergency labour, while away from safe harbour.

### Passenger Limit Waiver

It is agreed that from time to time there will be more than 12 passengers on board the **vessel** whilst alongside, at anchor or whilst underway provided that this does not make the **vessel** **unseaworthy**.

### Personal effects

**We** will cover **personal effects** up to the **sums insured** against all risks of loss or damage whilst on board the **insured property**.

**We** will provide this cover for an **insured person**.

What **you** are not covered for:

- the **excess** shown within the schedule.
- theft from an unattended motor vehicle unless the vehicle was locked.
- damp, mould, mildew, vermin and moth.

- mechanical or electrical failure or breakdown.
- breakage of items of a fragile nature unless caused by thieves, fire, stress of weather, stranding, sinking or the **vessel** being in collision with an external object.
- loss of currency, travellers cheques, credit or debit cards.
- wear, tear, depreciation or gradual deterioration.
- any one item in **excess** of the amount shown in the schedule unless agreed in writing by **us**.
- mechanical or electrical fault or breakdown.
- any one item in **excess** of the **sum insured** unless previously agreed in writing by **us**.
- loss or damage in **excess** of the **sum insured** arising from any one event unless previously agreed in writing by **us**.
- loss or damage caused by changes in temperature or humidity.

## Valuables

What **you** are covered for:

**We** will cover loss or damage to **valuables** belonging to **you**, the beneficial owner and/or guests whilst on board the **vessel** including loading and unloading.

What **you** are not covered for:

- the **excess** shown within the schedule.
- theft unless violence and force are used to break into the **vessel** or place of storage.
- wear, tear and depreciation.
- loss or damage caused by insect, woodworm or vermin.
- loss or damage caused by frost, damp, corrosion, rust and any kind of rot, mould or fungus.

## Mopeds and motorcycles

Mopeds and motorcycles are covered for loss or damage whilst on-board or ashore alongside the **vessel**.

## Medical expenses

**We** will pay necessary medical expenses incurred by an **insured person** as a result of bodily injury following an accident. The maximum amount payable for any one **incident** is £5,000. 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.
- pregnancy or childbirth, where the pregnancy has exceeded twenty eight (28) weeks.
- a pre-existing physical defect, condition or infirmity.

Or,

- medical expenses incurred more than one year after the event.

### Personal accident

What is covered:

Personal accidents that, within 12 months of the event, are the sole and independent cause of subsequent disability or death.

Definitions:

**Loss of Limb:** physical, permanent and total loss of use at or above the wrist or ankle.

**Loss of Sight:** a complete, irrecoverable and irremediable loss of sight of one or both eyes.

### Permanent Total Disablement:

disablement, which 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.

Loss of Limb	£25,000
Loss of Sight	£25,000
Permanent Total Disablement	£25,000
Death	£25,000

The overall limit is £150,000 for any one accident or event.

If any single accident or event involves 6 or more persons, the individual sums insured will be proportionally reduced, until the overall total does not exceed £150,000.

For persons aged under 16 or over 70 years at the time of the accident, the **permanent total disablement** and death benefits are limited to 50% of the amount noted above.

**We will provide this cover for insured persons.**

What **you** are not covered for:

- a disease, physical defect, illness or injury which existed prior to the accident.

- any other costs that are indirectly caused by the event which led to the claim, unless specifically stated in the policy.
- pregnancy.
- suicide and deliberate self-injury.
- being under the influence of drink, drugs or solvent abuse.
- wilful exposure to needless risk.
- more than one benefit in respect of any one **incident**.

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 requested by **us**, the claimant must agree to a medical examination, **we** will pay the cost.

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

### Repatriation/Temporary Accommodation Cover

**We** will pay reasonable travel and accommodation expenses of an **insured person** if it becomes necessary to terminate the voyage following:

- loss or damage to the **vessel**, rendering the it **unseaworthy** until repairs have been carried out provided the **vessel** will be out of use for a minimum of 7 days.
- illness or injury to anyone on board resulting in the **vessel** having insufficient experienced crew provided it prevents that individual from sailing for a minimum of seven days.

The maximum amount payable for any one **incident** is £25,000.

### Skipper & Crew Replacement

**We** will pay the reasonable costs incurred in direct relation to the employment of a replacement crew member, either temporary or permanent, where any crew member employed by **you** is unable to fulfil their activities as a result of bodily injury or death caused solely by an accident whilst onboard, boarding or disembarking from the **vessel** or **auxiliary craft**.

The maximum we shall pay under this extension is £10,000 in any one period of insurance.

# Section B – Liability

## Liability to others

What is covered:

We will cover **your** legal liability and/or the costs associated with the defence against such a claim, up to the limit stated within the schedule, to compensate other people if someone dies or is injured, or property is lost or damaged, as a result of **your** interest in the **insured property**.

What **you** are not covered for:

- liabilities whilst the **insured property** is in transit by road, rail, marine cargo or air cargo.
- 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 **vessel**.
- liabilities resulting from any accident whilst the **vessel** is in the care, custody or control of any business, trade, profession or organisation.
- any activity involving persons being pulled by the **auxiliary craft** and/or tender(s) on equipment/toys designed to become airborne unless **you** have written agreement from **us**.
- liabilities incurred whilst using unregistered or illegally obtained firearm or where a firearm is in contravention of any applicable regulations.

## Extensions

### Rescue and Evacuation

If an **insured person** is lost overboard from the **vessel** or requires emergency evacuation, **we** will pay up to £150,000 for costs incurred by them for the search, rescue and/or evacuation.

### Water skiing

We will cover up to the **sum insured** **your** liabilities to/of water skiers, wakeboarders whilst being towed in inflatable water toys by the **vessels** tender/s and/or **auxiliary craft**.

### Uninsured owner or operator

What is covered:

Bodily injury to an **insured person** aboard the **insured property** that **you** are legally entitled to recover from an **uninsured boater**.

What **you** are not covered for:

- Bodily injury caused by a **vessel** that **you** have a financial interest in.
- Bodily injury caused by a **vessel** owned by a governmental agency or unit.
- a craft being used by an **insured person** without permission.
- where no evidence of physical contact exists between the **vessel** and the uninsured/unknown craft.

The maximum **we** will pay for any one **incident** is the **sum insured**.

# Section C – Employers’ Liability

**This section is only applicable where specifically noted in the policy schedule**

## The cover

If any employee shall sustain any bodily injury or disease caused during any period of insurance and arising out of and in the course of their employment by **you** in connection with the **vessel**, **we** will indemnify **you** against all sums for which **you** will be liable in respect of any claim for damages for such injury or disease settled or defended with **our** consent. **We** will in addition pay the claimants’ costs and expenses and be responsible for all costs and expenses incurred with **our** consent in defending any such claim for damages.

## Extensions

### 1 Work overseas

The insurance by this section shall not apply to nor include liability in respect of any bodily injury or disease caused elsewhere than in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands but this exclusion shall not apply to employees temporarily employed elsewhere provided that the contract of service or apprenticeship was entered into in the aforesaid countries.

### 2 Definitions of employee

Employee shall mean any person under a contract of service or apprenticeship with **you** which shall be deemed to include:

- a) any labour master or labour only subcontractor or persons supplied by any of them
- b) self-employed persons
- c) persons under work experience schemes
- d) any person hired or borrowed by **you** from another employer

working for **you** in connection with the **vessel**.

**You** agree to include in the return of wages for each period of insurance details of the total number of such persons and all amounts paid to such persons and to pay premium thereon at the appropriate rate.

### 3 Indemnity to directors and employees

Where specifically requested to do so by **you**, **we** will indemnify any director or employee in respect of claims made against such director or employee subject to the terms and conditions of the policy.

### 4 Indemnity to principal

In the event of any claim in respect of which **you** would be entitled to receive indemnity under this policy being brought or made against any Public or Local Authority or other Principal, **we** will indemnify the said Public or Local Authority or other Principal against such claim and/or any costs, charges and expenses in respect thereof.

## 5 Personal representatives

In the event of **your** death we will indemnify **your** legal personal representatives in respect of liability at law previously incurred by **you** provided they observe, fulfil and be subject to the terms and conditions of the policy in so far as they can apply.

## 6 Solicitors fees

We will also pay solicitors' incurred with **our** consent for:

- representation at any Coroner's Inquest or Fatal Inquiry in respect of any death
- defending in any Court or Summary Jurisdiction any proceedings in respect of any act or omission causing or relating to any event

which may be the subject of indemnity under this section.

## 7 Additional activities

The business shall include the provision and management of canteen, social, sports and welfare organisations for the benefit of **your** employees and fire and ambulance services.

## 8 Private work

This section applies to private work carried out by employees of **yours** for any director and/or executive of **yours**.

## 9 Indemnity to first aid and medical teams

This section extends to indemnify any employee whilst acting as a member of **your** first aid or medical arrangements (but excluding medical practitioners) in respect of liability for damages and legal costs to any other employee resulting from treatment given in connection with any bodily injury or disease sustained by such person and arising out of and in the course of the employment of such person by **you**.

## 10 Health and Safety at work Act 1974

This section subject to its terms and conditions extends to indemnify **you** or any director or anyone employed by **you**, in respect of legal fees or expenses including the costs of appeal against conviction reasonably incurred by the solicitor or firm of solicitors engaged with **our** consent to act for or on behalf of **you** or any director or anyone employed by **you** in their defence against a criminal charge brought under:

- a) Sections 36 or 37 of the Health and Safety at Work etc Act 1974 in respect of an offence as defined in Section 33 of the said Act

- b) Article 34 of the Health and Safety at Work (Northern Ireland) Order 1978 in respect of an offence as defined in Article 31 of the said Order

committed or alleged to have been committed during the period of insurance, including costs of prosecution awarded against such director or employee or **you** arising from such proceedings.

Provided always that:

- a) this extension will apply only to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- b) **we** will be under no liability:
  - i) where **you** or any director or employee is insured by any other policy
  - ii) where the criminal charge is in respect of any deliberate or intentional criminal act by **you** or any director or employee
  - iii) in respect of legal fees and expenses which **you** or any director or employee may be ordered to pay by a court of criminal jurisdiction in respect of the deliberate or intentional criminal act or omission of the director or employee

- iv) in respect of fines or penalties of any kind or the costs of appeal against improvement or prohibition notices

- v) for any part of the cost of any investigation or inquiry other than a solicitor's investigation restricted to a criminal charge as above defined

- c) **you** or any director or employee will give to **us** immediate notice of any summons or other process served upon **you** or any director or employee and of any event that may give rise to proceedings against **you** or any director or employee.

## 11 Unsatisfied Court Judgements

In the event of a judgement for damages being obtained by any employee or the personal representative of any employee, in respect of bodily injury or disease of the employee caused during any period of insurance and arising out of and in the course of employment by **you** in connection with the **vessel**, against any company or individual operating from premises within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in any court situated in the aforesaid countries and remaining unsatisfied in whole or in part six

months after the date of such judgement, **we** will pay to the employee or the personal representatives of the employee at **your** request the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided always that:

- there is no appeal outstanding
- if any payment is made under the terms of this extension the employee or the personal representatives of the employee will assign the judgement to **us**.

## 12 Court Attendance Costs

In the event of any of the under mentioned persons attending court as a witness at **our** request in connection with a claim in respect of which **you** are entitled to indemnity under this policy, **we** will provide compensation to **you** at the following daily rates for each day on which attendance is required:

- a) any director or any of **your** partners £250
- b) any employee £100

## 13 Corporate Manslaughter and Corporate Homicide Act 2007

This section extends to indemnify **you** in respect of legal costs and expenses incurred with **our** prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the period of insurance in the course of the business.

Provided always that:

- a) **our** liability under this extension shall not exceed £5,000,000 in any one period of insurance. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- b) this extension shall only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

- c) **we** must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of **you**
  - d) **you** shall give to **us** immediate notice of any summons or other process served upon **you** which may give rise to proceedings under this extension
  - e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
  - f) **we** shall be under no liability:
    - i) where **you** have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
    - ii) in respect of fines or penalties of any kind
    - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
  - iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance
  - g) where **we** have already indemnified **you** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another section of the policy the amount paid under that section will be taken into account in arriving at **our** liability payable under this extension.
- Provided always that:
- a) **we** shall not be liable unless **we** have the sole conduct and control of all claims covered by these extensions
  - b) these extensions shall not apply to any liability which is covered by any other policy.

## Exclusions

### 1 Work offshore

This section does not indemnify **you** in respect of any claim(s) for damages for bodily injury or disease caused during any period of insurance and sustained by any employee:

- a) on any offshore installation or support or accommodation **vessel** for any offshore installation or
- b) in transit to from or between any offshore installation or support or accommodation

### 2 Motor

This section does not cover liability for which compulsory motor insurance or security is required under road traffic legislation.

## Provisions

### Terrorism limitation

The limit of liability payable under this section in respect of any claim against or by **you** or series of claims against or by **you** arising directly or indirectly from **terrorism** shall be £5,000,000.

For the purposes of this clause "**terrorism**" means:

- a) any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any

political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- i) involves violence against one or more persons; or
- ii) involves damage to property; or
- iii) endangers life other than that of the person committing the action; or
- iv) creates a risk to health or safety of the public or a section of the public; or
- v) is designed to interfere with or to disrupt an electronic system

- b) any action in controlling, preventing, suppressing, retaliating against, or responding to any act, or preparation in respect of action, or threat of action described in a) above.

In any action or suit or other proceedings where **we** allege that by reason of this provision cover is not provided under this section, the burden of proving that cover is provided under this section shall be upon **you**.

# 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 **vessel** be sold or transferred to new ownership or there is a change in interest, this policy will be cancelled from the relevant date.
  - 4 **You** must at all times exercise due care and diligence and do all **you** reasonably can to prevent loss or damage to the **insured property**.
  - 5 Those in charge of the **vessel** or **auxiliary craft** must have satisfied **you** of their competence.
  - 6 If any claim is covered by another insurance, **we** will not pay the claim.
  - 7 In no case will **we**, under any section, pay more than the **sum insured** shown against that item in the schedule.
  - 8 If **you** or anyone acting on **your** behalf:
    - a) makes a fraudulent or exaggerated claim under this policy; or
    - b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
    - c) makes a false statement in support of a claim whether or not the claim is itself genuine; or
    - d) submits a claim under this policy for loss or damage which **you** or anyone acting on **your** behalf or in connivance with **you** deliberately caused; or
    - e) realises after submitting what **you** reasonably believed was a genuine claim under this policy and then fails to tell **us** that **you** have not suffered any loss or damage; or
    - f) suppresses information which **you** know would otherwise enable **us** to refuse to pay a claim under this policy
- we** will be entitled to refuse to pay the whole of the claim and recover any sums that **we** have already paid in respect of the claim.
- We** may also notify **you** that **we** will be treating this policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.
- If **we** terminate this policy under this condition **you** will have no cover under this policy from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an **insured person** and not on behalf of **you** this condition should be read as if it applies only to that **insured person's** claim and references to this policy should be read as if they were references to the cover effected for that person alone and not to the policy as a whole.

- 9 In the event of a claim under more than one section of this policy, the highest **excess** will apply.
- 10 **You** must ensure that **you** conform to any applicable laws, bylaws or flag/registration requirements.
- 11 No person who is not party to this policy, or to whom cover is not expressly extended, may enforce any term of this policy.
- 12 If **you** pay the premium to **us** using **our** Direct Debit instalment scheme **we** will have the right 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. **Our** right to renew this policy does not affect **your** cancellation rights detailed in condition 14.
- 13 Where an amount is given within this policy and the currency shown on the schedule is other than Sterling (£), the equivalent currency amount will apply.

14 **We** may cancel the policy by sending **you** thirty days' written notice to **your** last known address, 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).

If **you** decide **you** do not want to accept the policy (or any future renewal of the policy by **us**), please tell **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 £50 (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 the **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 within the first year, **we** will deduct a £50 (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.

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.

**15 You** must provide **us** with any information **we** request to support any claim.

**16 a)** At inception and renewal of this policy and also whenever changes are made to it at **your** request **you** must:

- i) where **you** have taken out this policy for purposes which are wholly or mainly related to **your** trade, business or profession, disclose to **us** all material facts in a clear and accessible manner and not misrepresent any material facts, and
- ii) where **you** have taken out this policy for purposes which are wholly or mainly unrelated to **your** trade, business or profession, take reasonable care not to misrepresent any material facts.

**b)** If **you** do not comply with clause **a)** of this condition **we** may:

- i) avoid this policy which means that **we** will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by **you** is proven by **us** to be deliberate or reckless in which case **we** will not return the premium paid by **you**; and
- ii) recover from **you** any amount **we** have already paid for any claims including costs or expenses **we** have incurred.

- c) If **you** do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this policy may be affected in one or more of the following ways depending on what **we** would have done if **we** had known about the facts which **you** failed to disclose or misrepresented:
- i) if **we** would not have provided **you** with any cover **we** will have the option to:
    - 1) avoid the policy which means that **we** will treat it as if it had never existed and repay the premium paid; and
    - 2) recover from **you** any amount **we** have already paid for any claims including costs or expenses **we** have incurred
  - ii) if **we** would have applied different terms to the cover **we** will have the option to treat this policy as if those different terms apply. **We** may recover any payments made by **us** on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
  - iii) if **we** would have charged **you** a higher premium for providing the cover **we** will charge **you** the additional premium which **you** must pay in full.
  - d) Where this policy provides cover for any person other than **you** and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession **we** will not invoke the remedies which might otherwise have been available to **us** under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular **insured person** other than **you**.
- Provided always that if the person concerned or **you** acting on their behalf makes a careless misrepresentation of fact **we** may invoke the remedies available to **us** under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

**17** You must notify us as soon as possible during the period of insurance if there is any change in circumstances or to the material facts previously disclosed by you to us or stated as material facts by us to you which increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change we will be entitled to vary the premium and terms for the rest of the period of insurance. If the changes make the risk unacceptable to us then we are under no obligation to agree to make them and may no longer be able to provide you with cover.

If you do not notify us of any such change we may exercise one or more of the options described in clauses c) i), ii) and iii) of condition 16 but only with effect from the date of the change in circumstances or material facts.

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 to operate the vessel;

**18** You must repay us any amounts which we are required by compulsory insurance legislation to pay out under this policy to the extent that we would not otherwise have been liable to make such payments on account of a breach of any of the terms or conditions of this policy.

**19** Notwithstanding any other terms of this policy we will be deemed not to provide cover nor will we make any payment 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.

## The basis on which we pay Material Damage claims

All payments under this policy are subject to the terms, conditions and exclusions contained herein.

- In the event of a **total loss** we shall pay the **agreed value**.
  - We will pay the reasonable cost of replacement or repair, less the **excess**.
  - The **excess** will not apply if the **vessel** is a **total loss**, where Marina Benefits apply or it otherwise waived in the policy.
  - For **leased equipment** any settlement for loss or damage shall be the lesser of **your** contractual liability for the item or its replacement value.
  - When the **insured property** is to be repaired, **we** will pay for the reasonable cost of repair and necessary related recovery costs. The amount **we** will pay for recovery and repair combined shall not exceed the **sum insured**.
  - Reasonable replacement or repair to be considered sufficient, even if the appearance and the condition of the **insured property** is not the same as prior to the claim.
- If **you** choose not to repair or reinstate a loss, **we** will only pay **you** the depreciation in market value or the cost of reinstatement, whichever is the lesser figure.

With the exception of a claim where the Replacement **vessel** endorsement applies, in no event shall the total of all payments exceed the **sum insured** for the **insured property**.

### Valuables

- a) for items named, listed and described in the **schedule**
  - For **total loss** we shall pay the **agreed value** for the item.
  - If only part of the item/s are lost or damaged, **we** shall pay either the cost to restore the item to its condition immediately before the loss or the difference between its market value before and after the loss. If after restoration, the market value of the item is less than its market value immediately before the loss, **we** shall also pay the difference. In no event shall the total of all payments exceed the **sum insured** for that item.

b) for unscheduled Items

- **We** will pay for restoration of the unscheduled item or the market value immediately prior to the loss. In no event will **we** pay more than the single article limit as shown in the **policy documentation** for any one unscheduled item.

c) For a covered loss to a pair or set, **you** may elect to:

- repair or replace any part to restore the pair or set to its market value before the loss or,
- be paid the difference between market value of the pair or set before and after the loss or,
- be paid the **sum insured** shown, or the market value of the entire pair or set immediately before the covered loss if unscheduled, in which case **you** surrender the pair or set to **us**.

In no event shall the total of all payments exceed the **sum insured** for that pair or set. For unscheduled items the most **we** shall pay is the single article limit as shown in the **policy documentation**.

# Exclusions which apply to the whole of this policy

We will not pay for any claims arising from:

- 1 war, invasion, civil war, conflict, commotion or **terrorism**
- 2 any chemical, biological, bio-chemical or electromagnetic weapon
- 3 ionising radiation, radioactivity, nuclear fuel, nuclear waste or nuclear equipment
- 4 wilful misconduct or acts of recklessness by an **insured person** including, but not limited to, conduct when under the influence of alcohol or drugs
- 5 any accident or **incident** that occurs outside the period of insurance
- 6 the **vessel** operating outside the cruising range shown in the schedule
- 7 hire, charter, reward or any other commercial activity, other than skipper/crewed charter
- 8 loss, damage or liability whilst **racing**
- 9 loss or damage caused by the **vessel** being in an **unseaworthy** condition
- 10 capture, seizure, arrest, restraint or detainment
- 11 pollution or contamination unless directly caused by a sudden identifiable, unintended and unexpected **incident**
- 12 loss, damage or liability resulting from deception by **you**
- 13 fines, penalties or punitive damages
- 14 malicious computer codes
- 15 the **vessel** or **auxiliary craft** undertaking towage or salvage services under a pre-arranged contract. The **vessel** or **auxiliary craft** may assist craft in distress.

# Endorsements

The following are only covered if shown in the policy schedule

Crew Liability Extension	CLE
Towing of Water Toys	TOY
<b>Machinery Damage Cover</b>	MDC
War	WAR
WAR Liability	WPI
Maritime Labour Convention	MLC
Temporary Substitute Yacht	TSY
Hijack & Kidnap	H&K
Loss of Charter Income	LCI
Replacement <b>Vessel</b>	RPV
Disbursements	DBM
Longshore and Harbor Workers Compensation Act	LHW
Helicopter Clause	HCC
<b>Vessel's Cash</b>	VSC
Premium Rebate Clause	PRC

## Crew Liability Extension – CLE

Section B of the policy extends to include all claims by the crew members on the **vessel** in respect of personal injury which **you** through **your** interest in the **vessel** become legally liable to pay.

Liability is limited to the employed crew members whilst at sea on board the insured **vessel**, including whilst ashore and during embarking onto or disembarking from the insured **vessel**.

The maximum amount recoverable in respect of crew liability claims shall be the amount shown on the policy schedule in respect of any one accident or series of accidents arising out of the same event, all coverages combined as a single limit.

## Towing of Water Toys – TOY

The **vessel** and/or **auxiliary craft** may tow water toys, including inflatable water toys (maximum of 2 water toys to be towed at any one time):

- All drivers of the craft must be experienced (at least 2 years experience on similar craft) and competent.
- In addition to the driver, there must be a look out on the towing craft, watching the towed toy at all times.
- The toys must be purpose built and used in accordance with the manufacturer's instructions/ guidelines.
- Personal buoyancy must be worn at all times.

Cover excludes:

- liability of the toys whilst being towed unladen other than in the ordinary course of recovery
- toys designed to become airborne.

## Machinery Damage Cover – MDC

We will pay the reasonable cost of repair or replacement to **machinery** caused by:

- **latent defects** or breakage of shafts but excluding the cost of replacing or repairing a defective part or broken shaft.
- negligence but excluding negligence or breach of contract in respect of alteration or repair work carried out at **your** expense or in respect of the maintenance of the **vessel**.

## War – WAR

What is covered:

- war, civil war, conflict, commotion or **terrorism**.
- capture, seizure, arrest, restraint, detention, confiscation, expropriation and the resulting consequences.

What **you** are not insured for:

- loss, damage or liability arising from outbreak of war between any of the following:
  - United States of America
  - United Kingdom
  - France
  - the Russian Federation
  - the People's Republic of China.

- loss, damage or liability whilst the **insured property** is in the territorial waters of the countries listed on **our** War and Strikes Areas of Exclusion Notice.
- hostile detonation of an atomic or nuclear weapon.
- loss, damage or liability whilst the **insured property** is ashore.

Cancellation

We may cancel this cover by giving 7 days notice. **You** may cancel the cover by giving 7 days notice. **We** may re-instate the cover providing **you** and **us** agree on a revised premium and the conditions of the cover offered.

Conditions

We must give **you** a minimum of 7 days notice of any changes to **our** War and Strikes Areas of Exclusion Notice before it comes into effect. Unless agreed otherwise, once the 7 day period has expired the revised Notice will form part of the **policy documentation**.

## WAR Liability – WPI

The liability section of the policy is extended to include loss, damage or expense for which **you** become liable as a result of:

- war, civil war, conflict, commotion or **terrorism**.

- capture, seizure, arrest, restraint, detention, confiscation, expropriation and the resulting consequences.

The maximum **we** shall pay is the **sum insured** of the **vessel**.

### Maritime Labour Convention – MLC

Where the Maritime Labour Convention applies to the **vessel** or **auxiliary craft** the following additional cover shall be granted:

**We** will pay the reasonable costs to repatriate employed crew following the **vessel** being declared a **total loss** up to a maximum of £5,000 per crew member.

Should the **vessel** be declared a **total loss**, **we** will pay up to two months crew salary, for crew employed on the **vessel** at the time of said loss. The maximum **we** shall pay is the lesser amount of either the contracted salary of the crew member at the time of the loss (excluding bonuses, tips and gratuities) or £6,000.

### Temporary Substitute Yacht – TSY

If an **incident** covered by the policy has resulted in the **vessel** being out of commission and therefore unavailable for **your** private use and subject to **our** prior written approval, **we** shall pay for the charter of a temporary substitute yacht of similar size and type to the **vessel** subject to the following:

**We** will pay:

- up to £3,500 per day.
- for a maximum of 7 days.

**We** will not pay for:

- any costs incurred without **our** prior written approval.
- any claims where a payment has been paid under Loss of Charter Income.
- any claim where **we** have not made a payment under section A or which does not directly relate to an **incident** covered under section A of the policy.
- any claims arising from an **incident** not related to the **vessel**.
- any additional/unused costs, expenses, service charges or similar, including but not limited to, fuel, consumables and salaries etc relating to the charter.
- any payment for the first 14 days following the **incident**.
- any other costs that are indirectly caused by the **incident** resulting in a claim.

Any claim in respect of the charter of a temporary substitute yacht must be evidenced by sight of the appropriate documents as requested by **us**.

## Hijack & Kidnap – H&K

We will pay for professional negotiation expenses towards the return of the **vessel** or an **insured person** if the **vessel** is hijacked and/or an **insured person** is kidnapped whilst onboard the **vessel**.

The maximum **we** shall pay under this extension is £5,000 during any one period of insurance.

No cover will be provided in respect to ransom.

## Loss of Charter Income – LCI

We will pay for:

- Loss of charter income.

In the event of a claim paid under section A of the policy, **we** agree to pay lost charter income which would have been earned under the **vessel's** charter agreement had the loss not occurred.

The maximum **we** will pay during any one period of insurance is £80,000.

Any claim in respect of loss of charter income must be evidenced by sight of the appropriate signed booking forms made prior to the date of the **incident** and/or other documents as requested by **us**.

We will not pay for:

- the **excess**.
- the amount of deposit paid in advance and retained by **you**.
- any claims arising from bareboat chartering arrangements i.e where the **vessel** is chartered without **your** skipper and/or crew.
- any claim where **we** have not made a payment under section A or which does not directly relate to an **incident** covered under section A of the policy.
- any claims arising from an **incident** not related to the **vessel**.
- any additional liability arising from the charter hire agreement between **you** and the charterer including, but not limited to, penalties, fines and/or punitive damages.
- any additional/unused costs, expenses, service charges or similar, including but not limited to, fuel, consumables and salaries etc relating to the charter.
- any loss of charter income which has been mitigated in full or in part by alternative bookings.
- any payment for the first 7 days following the **incident**.
- any other costs that are indirectly caused by the **incident** resulting in a claim.

## Replacement Vessel – RPV

If a **total loss** occurs we will pay for a new craft of the same make, model, specification and tax/fiscal status or if the craft is no longer in production, a new craft of an equivalent model, specification and tax/fiscal status.

The maximum we will pay under this endorsement is 110% of the **sum insured** of the **vessel**.

## Disbursements – DBM

We will pay up to the **sum insured** in any one policy period, to cover disbursements directly incurred as a result of loss or damage to the **vessel**.

We will reimburse costs incurred as a result of:

- structuring the ownership/finance of the replacement craft following a **total loss**
- accommodation costs incurred by the crew in relation to the replacement **vessel** build, repair and/or commissioning.
- delivery of the **vessel** to her home port, location of loss or to a location requested by **you** ; whichever is the lesser amount.
- employment of a surveyor to oversee the build/repair.
- registration/licencing costs for a replacement **vessel** or of the **vessel** following repair.

## Longshore and Harbor Workers Compensation Act – LHW

Section B of this policy is extended to cover the provisions of the Federal Longshore and Harbor Workers Compensation Act.

We will pay up to the limit shown in the **policy documentation** for Longshore and Harbor Workers Compensation Act cover for each **incident**. We will conform to all the required provisions of this Act, 33 USCA § 902 (2010), as amended, while this policy is in force.

We will carry out the provisions this Act, and we shall not be relieved of liability due to **your** insolvency or bankruptcy.

We reserve the right to appoint lawyers who shall represent an **insured person** in the defence of a claim that is covered by this endorsement.

## Helicopter Clause – HCC

The **vessel** may allow helicopters to be based on board, land, take off, re-fuel, de-fuel and/or make deliveries at sea provided that the recommendations and procedures contained in the International Chamber of Shipping Report entitled "Guide to Helicopter/ Ship Operations" are complied with.

Excluding liability to and of the helicopter and any person whilst boarding, on-board or alighting the helicopter.

We renounce all rights of subrogation against the insurers of helicopters if the insurers of helicopters renounce all rights to subrogation against **us** in the event of damage to the **vessel** caused by the helicopter and/or in the event of damage to the helicopter caused by the **vessel**.

### Vessel's Cash – VSC

We will cover:

**Vessel's cash** whilst onboard in a locked safe(s) until disbursed subject to the following:

- maximum value at any one time of the amount shown in the **policy documentation**.
- A maximum in any one safe of £100,000.
- theft must follow violent removal or entry into the safe or actual/threat of violence against a person.

and;

from the time of collection from a local Bank, Agents office and/or the Yacht Management's office at the port(s) of call to the **vessel** and if required, from the **vessel** until re-deposited in the Bank, Agents office and/or the Yacht Management's office at subsequent port(s) of call:

- maximum value at any one time of GBP 10,000.

- **Vessel's cash** shall be in close personal custody of at least three (3) employees of the Agents, Yacht Management company and/or crew members of the **vessel** whilst in transit.
- No cover is provided by this extension for unexplained loss.
- No **excess** will apply to this section of the policy.

### Premium Rebate Clause – PRC

A 5% premium rebate will be payable to **you** when this policy is renewed, providing claims, paid and outstanding, do not exceed 15% of the premium paid during the previous 12 months.

If this policy is renewed for 5 or more years, an additional 2.5% rebate will be payable to **you** at all subsequent renewals, provided claims do not exceed 15% of the premium paid during the previous 12 months.

# How to make a claim

To make a claim or report an incident, please contact **your** insurance agent or call **us** on the number below.

**01273 863450**

**We** will need to know:

- **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.

## Conditions relating to all accidents and claims

1 **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.

- 2 **You** must report any loss, theft, attempted theft or malicious damage to the police immediately.
- 3 **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.
- 4 **We** retain the option to decide where the repairs are carried out and may require a number of quotations.

# 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. (For example on your welcome or renewal communication or on claim acknowledgement letters.)

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](http://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 phone  
and landlines)

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from Citizens Advice (or a similar service) or seek legal advice.







### **Navigators & General – Brighton**

PO Box 3707, SN4 4AX Tel 01273 863400 Fax 01273 863401

email [enquiries@navandgen.co.uk](mailto:enquiries@navandgen.co.uk) [www.navandgen.co.uk](http://www.navandgen.co.uk)

Navigators and General is a trading name of Zurich Insurance plc.

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UK Branch registered in England and Wales Registration No. BR7985.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance plc is authorised by Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our authorisation by the Financial Conduct Authority are available on request. Our FCA Firm Reference Number is 203093.

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

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