



NAVIGATORS & GENERAL

A Member of the  Zurich Insurance Group

Yacht and Motorboat

Policy document



navandgen.co.uk

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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

Relevant to the entire policy

This policy is an agreement between you and us but is only valid if you pay the premiums. Your policy provides the cover for the sections and period of insurance shown in your schedule. You must read your policy, schedule and any statement of facts, specifications or endorsements as one 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. Your most recent statement of facts sets out the information we were given when we agreed to provide you with the cover and terms of the policy.

Information you should provide

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

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 23 to 28. Please make sure that you read these as well as the cover shown in each section.

How we use your information

Zurich Insurance plc holds **your** personal information in accordance with the Data Protection Act 1998. The information supplied to **us** by **you** may be held on computer and passed to other insurers and re-insurers for underwriting and claims purposes. **You** should show this notice to anyone whose personal information may be processed to administer this policy, including handling any claims.

We use a variety of security technologies and procedures to help protect **your** information from inappropriate use, and **we** will continue to revise procedures and implement additional security features as new technology becomes available.

We may use **your** information for underwriting purposes, statistical analysis, management information, market research, testing to ensure the integrity of **our** systems, and risk management. **We** will only share **your** information as described in this notice, or where **we** are required or allowed to do so by law.

Policy administration

In order to administer **your** insurance policy and any claims made against the policy, Zurich Insurance plc may share personal information provided to **us** with other companies within the Zurich Insurance Group and with business partners, including companies inside and outside the European Economic Area. If **we** do transfer **your** personal information, including where **we** propose a change of underwriter, **we** make sure that it is appropriately protected.

Claims history

When **you** tell **us** about an incident **we** may pass information relating to it to the relevant database. **We** 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.

Fraud prevention and detection

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

- a) share information about **you** with other organisations including the police
- b) conduct searches using publicly available databases and other industry wide sources

- c) undertake credit searches
- d) check and share **your** details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. **We** and other organisations may also access and use this information to prevent fraud and money laundering for example when:

- a) checking details on applications for credit and credit related or other facilities
- b) managing credit and credit related accounts or facilities
- c) recovering debt and tracing beneficiaries
- d) checking details on proposals and claims for all types of insurance
- e) checking details of job applicants and employees

Please contact **us** if **you** want to receive details of the relevant fraud prevention agencies. **We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Data protection rights

Individuals have certain rights under the Data Protection Act 1998, including the right to ask for a copy of the information **we** hold about them. **We** may make a small charge for this. Individuals also have the right to ask **us** to correct their information if it is inaccurate.

If **you** want to know more about how **we** use personal information or have any data protection questions, please contact the Data Protection Officer, Zurich Insurance plc, 3000 Parkway, Whiteley, Fareham, Hants, PO15 7JZ.

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 or following a claim where **your vessel** is a **total loss**.

Please see conditions 15 & 16 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, and they are printed in bold in the section where they apply.

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.

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

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

Fixtures and 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: **You**, **your** husband, wife or partner and children who live at **your** permanent address who are on board the **vessel**.

Insured property: The **vessel** together with any **leased equipment**, **personal effects** or **tenders** 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** and which could not have been reasonably detected prior to any loss.

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, stabilisers, drive-trains (inc, shafts, brackets & couplings) and their connections.

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

Modifications: A modification is any non-cosmetic change to the **insured property** other than those approved by the manufacturer. Modifications would include, but are not limited to; re-engining, extending the superstructure, a different rig or sails, sheathing the **vessel**, adding a bathing platform or changing the length of the **vessel**.

Personal effects: Items of a personal nature belonging to an **insured person**. Unless otherwise noted in the **policy documentation**, we will cover up to 2% of the **sum insured** of the **vessel** subject to a minimum of £500 and a maximum of £2,500. See page 11 for excluded items.

Policy documentation: Policy schedule, endorsements, renewal notice, policy wording and certificate of insurance.

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

Recognised mooring: A professionally laid and maintained yacht mooring or sheltered anchorage which appears in a marine publication such as a chart, almanac or area/pilotage guide.

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

Tender: An auxiliary craft which is either carried on board or towed behind the **vessel** and which is used in conjunction with her. Unspecified **tender(s)** and their engines/equipment not exceeding 16 feet in length nor exceeding £2,000 in value are covered automatically.

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/ agreed value**.

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

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.

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

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**.

Vessel: the craft described in the schedule including:

- **Machinery** and outboard motors not exceeding 20 hp unless otherwise shown in the schedule.
- Gear and equipment that would normally be sold with the Vessel.
- **Fixtures and fittings.**
- **Tender/s.**

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.

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.

What you are not covered for:

- the **excess** shown within the **policy documentation** except in the event of a **total loss**.
- damage caused by galvanic corrosion/ electrolysis where **you** are unable to demonstrate that anodes of sufficient size and appropriate type have been correctly installed to the vessel and inspected annually.
- osmosis.
- loss or damage to the **insured property** caused by it being **unseaworthy**.
- 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.
- loss or damage to fuel.
- replacing, repairing or renewing a faulty part, faulty design, faulty construction or defective materials.
- theft from the interior of the **vessel** or shore storage 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.
- unrepaired damage in the event of a **total loss**.
- loss or damage to the **insured property** caused by loss of control where a **kill cord** is fitted but has not been used.
- loss or damage to the **vessel** or **tender** whilst being transported as either marine or air cargo.
- loss of use of the **insured property**.
- loss or damage to a jet drive or jet propulsion unit, as a result of ingestion of an underwater or floating object.
- loss or damage to the **vessel** or **tender's** mooring.

- theft of outboard motors attached to the **vessel** or a **tender** unless it was securely locked by purpose manufactured an anti-theft device which prevents the retaining bolt/ clamps from being undone. In the case of outboard motors which are less than 20hp a purpose manufactured security device which is in addition to the normal method of attachment is deemed sufficient.
- theft of a trailer, or any insured items attached to it, whilst unattended unless the trailer was securely fastened by a wheel clamp or hitch lock.
- sails split by the wind or blown away.
- loss or damage to the **insured property** whilst **racing**.
- loss or damage caused by wear, tear, depreciation or gradual deterioration if the **vessel** is over 3 years old, unless you are able to provide evidence that the **insured property** has been maintained appropriately.

Machinery

In addition to the above, **you** are not covered for loss or damage to **machinery** caused by:

- wear, tear, depreciation or gradual deterioration unless:
 - a) the **machinery** is the original supplied with the vessel or a new original replacement
 - b) the **vessel** is less than 3 years old
 - c) **you** have owned the **vessel** from new
 - d) there is evidence that **machinery** has been maintained/serviced as per manufacturers guidelines including checks on the affected part at least annually.

Where the age of the **machinery** is unknown it will be treated as if it is over 3 years old and no cover will apply.

- the negligence of any person unless the **vessel** catches fire, grounds, strands, sinks or is in contact with any external solid object (ice included).
- **latent defects** within the affected **machinery**.
- mechanical breakdown, electrical failure or software.
- freezing unless the cooling system has been drained of water or it has been winterised in accordance with the manufactures' recommendations.

- water, where the water has taken more than 24 hours to enter the **vessel** of sufficient volume to cause damage to the **machinery**.
- contaminated fuel.

Tender use away from the vessel

The **tender(s)** may be used independently from the **vessel** provided:

- it is not powered by a jet drive
- it is not used more than three nautical miles offshore
- it is being used within the cruising range as stated in the **policy documentation** (Please note that some countries may require additional certification, please contact us if you are planning to use your **tender** outside of the UK)
- it is not being used for water-skiing or the towing of inflatable toys unless this cover is stated separately in **your policy documentation**

Loss or damage to personal effects

If the **vessel** has lockable storage 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:

- theft from an unattended motor vehicle unless the vehicle was locked and the items were out of view.
- damp, mould, mildew, vermin and moth.
- mechanical or electrical failure or breakdown.
- breakage of items of a fragile nature unless caused by thieves, fire, stranding, sinking or the vessel being in collision with an external object.
- loss of currency, travellers cheques, prepayment cards, vouchers, credit or debit cards.
- collections of stamps, coins, medals or other collectables.
- wear, tear, depreciation or gradual deterioration.
- any item whose pre incident value is in excess of £350 unless agreed in writing by us.
- loss or damage caused by changes in temperature or humidity.
- loss or damage to computer equipment, computer software, digital media, mobile phones, jewellery, furs, photographic equipment, works of art and spectacles.
- loss or damage to fishing equipment, water skis, water toys, diving or sports equipment whilst in use.

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**.

Transit

We will cover loss or damage to the insured property whilst in transit (including loading and unloading) by road, rail, air or ferry within Europe.

We will provide this cover if the length over all (LOA) of the **vessel** does not exceed 30' (9.14m).

What **you** are not covered for:

- cosmetic scratching, bruising, denting.
- third party liabilities whilst subject to the road traffic act (or international equivalent).

Grounding

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

Pollution hazard

We will pay for loss or damage to the **vessel** caused by a governmental authority, whilst trying to prevent or mitigate a pollution hazard resulting directly from loss or damage to **your vessel**.

Single handed use

You are covered for single handed sailing:

You are not covered:

- if individual passages exceed 24 hours
- if the **vessel** is **unseaworthy** due to lack of crew
- whilst racing.

Medical expenses

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

We will not cover bodily injury caused by:

- HIV (Human Immunodeficiency Virus) and/or HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) however caused and/or any mutant derivatives or variations thereof.
- suicide, self-injury or any willful 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.

We will not pay for medical expenses incurred more than one year after the event.

Pet medical expenses

We will pay necessary medical/vet expenses incurred by an **insured person** for their pets or those of **your** guests as a result of bodily injury following an accident on board, whilst boarding or disembarking the **vessel**. The maximum amount payable for any one incident is £500. A policy **excess** of £50 will apply to this cover.

We will not cover bodily injury caused by:

- pregnancy, birthing or delivering a litter/clutch.
- a pre-existing physical defect, condition or infirmity.

Or,

- medical expenses incurred more than 14 days after the event.
- where the **vessel** is used as a houseboat.

Marina benefits

If a claim occurs whilst the **vessel** is moored or is ashore in a **marina**, we will not apply the **excess** and **your** no claims bonus will be unaffected.

Personal accident

We will pay one of the benefits set out below if an **insured person** or **your** guest suffers bodily injury solely and directly as a result of an accident on board, whilst boarding or disembarking the **vessel** or **tender**.

The subsequent disability or death must occur within 12 calendar months of the accident.

Definitions which apply only to personal accident cover and printed in bold below:

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 £100,000 for any one accident.

If any single accident involves 4 or more persons, the individual sums insured will be proportionally reduced, until the overall total does not exceed £100,000.

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

We will not cover claims arising from:

- 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 up to the death benefit.

No Claims Bonus

(Applicable only if shown in the **policy documentation**)

Providing no claim has been submitted during the previous years' period of insurance, **you** will be entitled to the following discounts off the **vessel's** premium.

After year 1	5%
2 consecutive years	10%
3 consecutive years	15%
4 consecutive years	20%

Section B – 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 **policy documentation**, 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**.

We will provide this cover for **you** and those in control of the **insured property** with **your** permission.

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 of any **insured person**, passengers or crew engaged in any underwater sport or activity from the time of leaving the **vessel** until safely back on board.
- liabilities resulting from any accident whilst the **vessel** is in the care, custody or control of any business, trade, profession or organisation.

- any activity other than water skiing and wakeboarding involving persons being pulled by the **vessel** and/or **tender(s)** unless **you** have written agreement from **us**.
- liabilities incurred whilst using a firearm.

Rescue and Evacuation

If an **insured person** or your guest is lost overboard from the **vessel** or requires emergency evacuation, **we** will pay up to £50,000 for costs incurred by you for the search, rescue and/or evacuation.

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

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.

- the **vessel** being used for charter, hire or reward.
- 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 £50,000.

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.

Racing

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

Endorsements

Only to apply where included in the schedule or **you** have written agreement from **us**.

Please note that endorsements form part of, and should be read in conjunction with, the **policy documentation**. They are subject to:

- Conditions which apply to the whole of this policy.
- Exclusions which apply to all sections of this policy.

a Get You Home Cover

Where the **vessel's** home port is in the **United Kingdom**, we will pay:

The reasonable home travel and accommodation expenses of an **insured person** or **your** guest if it becomes necessary to terminate the voyage, and/or,

the reasonable costs, whilst the **vessel** is cruising continental waters, for a delivery crew to return the **vessel** to its home port as shown in the **policy documentation** or declared to **us** if it becomes necessary to terminate the voyage following:

- loss or damage to the **vessel**, rendering 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 £1,500.

b Protected Bonus

Your no claims discount will not be reduced if **you** make a claim under this policy.

c Water Skiing

We will cover liabilities to and of water-skiers and wakeboarders being pulled by the **insured property**. The limit of the indemnity for this cover is £3,000,000.

d Racing Cover

What **you** are covered for:

- loss or damage whilst the **vessel** is **racing**.

What **you** are not covered for:

- double the **excess** shown within the **policy documentation**.
- one-third of the total cost of replacing or repairing sails, masts, spars, fittings and standing and running rigging lost or damaged, but with no further deduction for new replacing old and no application of policy **excess** to any part of any claim to which the one-third deduction applies.
- single handed **racing**.

e Houseboat

The **vessel** may be used as a permanent residence by an **insured person**.

f Houseboat Contents

What is covered:

- loss or damage to **fixtures and fittings** and personal belongings.

We will provide this cover for:

- an **insured person**.

What **you** are not covered for:

- the **excess** shown within the **policy documentation**.
- loss or damage unless the **vessel** has lockable storage.
- 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.
- loss or damage to collections of stamps, coins or medals.
- 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.
- loss or damage to satellite dishes, radio and television aerials.
- wear, tear, depreciation or gradual deterioration.
- any one item in excess of £350 unless agreed in writing by **us**.
- animals.
- food and drink.
- motorised vehicles.
- deeds and documents.

g Jet Ski

What **you** are not insured for:

- loss or damage as a result of ingestion.
- loss, damage or liability if the driver is under the age of 16.
- theft unless from the **vessel's marina** berth whilst locked to the **vessel** or following forcible and violent entry to a locked building.
- loss or damage or liability when left afloat and **unattended**.
- loss, damage or liability unless the **kill cord** is in operation.

h Informal Racing – IFR

You are covered for loss or damage to the **insured property** whilst racing in any of the following:

- racing undertaken using the Portsmouth Yardstick handicap system.
- any regatta where **we** are an official sponsor.
- races where the use of spinnakers, gennakers, or cruising chutes is specifically excluded in the notice to race.
- the crewed 'Round The Island' race organised by the Island Sailing Club.

What **you** are not covered for:

- double the policy **excess** shown in the **policy documentation**.
- loss or damage to spars, rigging and sails if the **incident** occurs whilst a spinnaker, gennaker, or cruising chute is set, being hoisted or lowered.
- any incident which occurs whilst the **vessel** is being used for charter, hire or reward.
- single handed racing.

i Towing of Water Toys – TOY

The **vessel** 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.
- excluding toys designed to become airborne.

j Machinery Damage Cover – DMC

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**.
- contaminated fuel.

k 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.

l Maritime Labour Convention – MLC

Where the maritime labour convention applies to the **vessel** or **tender**, 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.

m 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 the amount show in the **policy documentation** 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 the Material Damage section or which does not directly relate to an **incident** covered under the Material Damage section 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**.

n 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 105% of the **sum insured** of the **vessel**.

o 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

p Refit, Repair and Hot Works – HOT

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.

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 It is important **you** check **your** most recent statement of facts as this sets out the information **we** were given when **we** agreed to provide **you** with the cover and the terms of **your** policy.

Although **we** may undertake checks to verify **your** information, **you** must take reasonable care to ensure all information provided by **you** or on **your** behalf is accurate and complete.

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

Changes to information **we** need to be informed of include, but are not limited to, these situations 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** e.g. different engine than supplied, extending the superstructure, a different rig or sails, sheathing the **vessel**, adding a bathing platform or changing the length of the **vessel**;
- any health matters affecting ability to operate the **vessel**.

Any changes, if accepted by **us**, will apply from the date indicated on **your** updated schedule. In this case **we** will be entitled to vary the premium and terms for the rest of the period of insurance.

If the changes are unacceptable to **us** and **we** are no longer able to provide **you** with cover, **we** or **you** can cancel **your** policy, as set out under conditions 15 and 16.

If **you** have given **us** inaccurate information this can affect **your** policy in one or more of the following ways:

- 1) If **we** would not have provided **you** with any cover **we** will have the option to:
 - a. void the policy, which means **we** will treat it as if it had never existed and repay the premium paid; and
 - b. seek to recover any money from **you** for any claims **we** have already paid, including the amount of any costs or expenses **we** have incurred.
 - 2) If **we** would have applied different terms to **your** cover, **we** will have the option to treat **your** policy as if those different terms apply.
 - 3) If **we** would have charged **you** a higher premium for providing **your** cover, **we** will have the option to charge **you** the appropriate additional premium to be paid in full.
- 6 If any claim is covered by another insurance, **we** will not pay the claim.

7 Those in charge of the **vessel** or **tenders** must have satisfied you of their competence.

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 If **you** or anyone acting on **your** behalf have intentionally concealed or misrepresented any information or circumstance that **you** had a responsibility to tell **us** about, or engaged in any fraudulent conduct, or made any false statement relating to this insurance, **we** will:

- void the policy in the event of any fraud which occurred during the application process, which means **we** will treat the policy as if it had never existed; or
- terminate the policy with effect from the date of any fraud which occurred during the period of insurance;

and in either case, **we** will:

- not return to **you** any premium paid;
- not pay any fraudulent claim or a claim which relates to a loss suffered after any fraud;

- seek to recover any money from **you** for any claim **we** have already paid which is later established as invalid, including the amount of any costs or expenses **we** have incurred;
- inform the police, other financial services organisations and anti-fraud databases, as set out in the section titled 'Fraud prevention and detection'.

- 11 In the event of a claim under more than one section of this policy, the highest **excess** will apply.
- 12 No person who is not party to this policy, or to whom cover is not expressly extended, may enforce any term of this policy.
- 13 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 16.

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.

14 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.

15 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 daily return of premium shall be made calculated on the annual premium charged.

Subject always to a minimum retained premium of £50 plus insurance premium tax.

We will not pay any refund:

- If a **total loss** claim settlement has been paid or is in negotiation.

16 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**.

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.

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

18 **We** may extend or broaden the cover provided by this insurance **policy**. If **we** do this during the period of insurance without increasing the premium, the extended or broadened cover will apply to **your policy** with effect from the date **we** make changes in cover.

The basis on which we pay Material Damage claims

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

Settlement of items not separately noted:

- **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.
- In the event of a collision with another **vessel** where we agree **you** were not primarily at fault, no excess will apply to any resulting claim provided you can supply **us** with contact details of the responsible party.
- 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.
- **We** will not pay for unrepaired damage in the event of a **total loss**.
- Following the theft of an outboard motor, if the serial number is unable to be provided the **policy excess** will be doubled.
- Following the theft of a **tender**, if the details of a permanent unique identifier are unable to be provided the **policy excess** will be doubled.
- In the event of loss or damage to sails, running rigging, protective covers, canopies, side screens, personal effects, unspecified **tenders** or items or parts no longer available or legally compliant, **we** will pay the current replacement price less 10% per annum, up to a maximum of 30%
- In the event of loss or damage to outboard motors **we** will pay the current replacement price less 10% per annum, up to a maximum of 50%
- In the event of a **total loss**, **we** will either pay the **agreed value** of the **vessel** or, where you have declared a **sum insured** which is greater than 30% the current market price for the **vessel**, **we** shall have the right to replace the **vessel**. Replacement is deemed adequate if it is of a similar age, size and type even if its appearance and condition is not the same as the **vessel's** prior to the **incident**.

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**.

Exclusions which apply to the whole 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 an **insured person** including, but 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 the **vessel** operating outside the cruising range shown in the schedule unless either it is in distress, at the request of an official/national body or is going to the aid or another craft.
- 8 hire, charter, reward, letting, bed and breakfast or any other commercial activity.
- 9 the **vessel** being stranded, sunk, swamped or breaking adrift whilst **unattended** except on a **recognised mooring**.
- 10 loss or damage caused by the **vessel** being in an **unseaworthy** condition.
- 11 capture, seizure, arrest, restraint or detainment.
- 12 pollution or contamination unless directly caused by a sudden identifiable, unintended and unexpected incident or following damage caused by wear, tear, depreciation or gradual deterioration where you are unable to evidence that the **vessel** has been maintained appropriately including checks on the affected part at least annually.
- 13 loss, damage or liability resulting from deception by an **insured person**.
- 14 fines, penalties or punitive damages.
- 15 malicious computer codes.
- 16 the **vessel** or **tender** undertaking towage or salvage services under a pre-arranged contract. The **vessel** or **tender** may assist craft in distress.
- 17 the **insured property** being used for the purpose of circumventing a country's border controls.

Making 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 do not feel we have 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 an immediate 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).

Most complaints can be resolved within 3 business days

If we can resolve your complaint to your satisfaction within 3 business days we will do so and we will write to you to confirm. (A business day is defined as Monday to Friday, but excluding bank holidays).

Complaints that take longer than 3 business days to resolve

If we have not been able to resolve your complaint to your satisfaction within 3 business days, we will keep you updated with progress and provide you with our decision as quickly as possible. This will be in the form of a final decision letter from our Customer Relations Team.

Next steps if you are still unhappy

If you are not happy with the outcome of your complaint, you can ask the Financial Ombudsman Service to review your case. You will need to contact them within 6 months of the date of our final decision letter.

You can also ask the ombudsman to review your case if we have not provided you with a final decision within 8 weeks of receiving your complaint.

The ombudsman can help with most complaints if you are:

- A consumer
- A business employing fewer than 10 persons that has an annual turnover or balance sheet that doesn't exceed €2 million
- A charity with an annual turnover of less than £1 million
- A trustee of a trust with a net asset value of less than £1 million

The service they provide is free and impartial.
They can be contacted as follows:

Post:

Financial Ombudsman Service,
Exchange Tower, London, E14 9SR
Telephone: 08000 234567
(free on mobile phones and landlines)

Email:

complaint.info@financial-ombudsman.org.uk

Website:

<http://www.financial-ombudsman.org.uk>

Navigators & General – Brighton

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

email enquiries@navandgen.co.uk 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 the 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 from us 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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NAVIGATORS & GENERAL

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