

# MARINE INSURANCE

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## COLLIDGE & PARTNERS



## Inland Waterways

Insurance Policy

  
NAVIGATORS  
& GENERAL

*A Member of the Zurich Insurance Group*

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# Data protection statement

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

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

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

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

A full copy of our data protection statement can be viewed via [www.zurich.co.uk/dataprotection](http://www.zurich.co.uk/dataprotection)

## How you can contact us

If you have any questions or queries about how we use your data, or require a paper copy of the statement, you can contact us via

**[gbz.general.data.protection@uk.zurich.com](mailto:gbz.general.data.protection@uk.zurich.com)** or alternatively contact our Data Protection Officer at Zurich Insurance, Unity Place, 1 Carfax Close, Swindon, SN1 1AP.

# Important notes

## Fraud prevention and detection

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

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

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

## Claims history

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

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

This helps to check information provided and prevent fraudulent claims.

# Our complaints procedure

## **Our commitment to customer service**

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

## **Who to contact in the first instance**

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

Contact details will be provided on correspondence that we or our representatives have sent you. (For example on your welcome or renewal communication or on claim acknowledgement letters.)

## **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.

# Thank you for choosing Navigators and General for your Inland Waterways 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.

## Relevant to the entire policy

This policy is an agreement between **you** and **us** but is only valid if **you** pay the premiums. It is based on the information **you** gave **us** and confirmed to **us** during the application process or subsequently. **Your** policy provides the cover for the period of insurance shown in **your** schedule. **You** must read these terms and conditions together with **your** schedule and any specifications or endorsements as one contract.

## Information you should provide

It is important **you** check the information shown in **your policy documentation**, as **your** policy and cover is based on the information **you** have given **us** (either direct or via **your** insurance adviser) during the application process or subsequently, as confirmed in **your** most recent documents. Although **we** may undertake checks to verify **your** details, **you** must take reasonable care to ensure all information provided by **you** or on **your** behalf is, to the best of **your** knowledge and belief, accurate and complete.

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

Changes in information **we** need to be informed of include, but are not limited to, the following examples and apply equally to all persons covered under the policy:

- accidents (fault or non-fault) whether or not resulting in a claim;
- thefts (of or from the **vessel**);

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

**Your** insurance may not be valid until **we** have agreed to accept **your** changes and **we** will be entitled to vary the premium and terms for the rest of the period of insurance.

**You** should keep a record of all information supplied to **us** in connection with this insurance.

The Schedule, Certificate of Insurance, Operative Endorsements and Policy are to be read together as one contract and are based on the information **you** have provided.

If **you** fail to pay **your** premium **we** will 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.

## Cancellation rights

If **you** decide **you** do not want to accept the policy (or any future renewal of the policy by **us**), please surrender the Certificate of Insurance to **us** or **your** insurance advisor using the contact details provided on the covering letter, within 14 days of receiving it (or for renewals, within 14 days of **your** policy renewal date). **We** will charge **you** on a pro rata basis for the time **you** have been on cover subject to a minimum premium of £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 (including insurance premium tax) administration charge from any refund. **We** will not refund any premium if **we** have paid a claim or one is outstanding when **you** cancel **your** policy.

## Our right of renewal

**Our** right to renew this policy does not affect **your** cancellation rights detailed on **your** copy of the policy. If **you** pay the premium to **us** using **our** Direct Debit instalment scheme **we** will have the right (which **we** may choose not to exercise) to renew the policy each year and continue to collect premiums using this method. **We** may vary the terms of the policy (including the premium) at renewal. If **you** decide **you** do not want **us** to renew the policy, provided **you** tell **us** before the next renewal date, **we** will not renew it.

## Sanctions

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

# Definitions

Certain words have specific meanings when they appear in this policy. These meanings are shown below or in the section where they apply. They are printed in bold.

In this policy the words '**you**', '**your**' and '**yours**' refer to the person or persons named in the **policy documentation** as the insured. The words '**we**', '**us**' and '**our**' mean Zurich Insurance Company Ltd.

**Agreed Value:** this is the amount shown in the **policy documentation**, 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 any claim.

**In Commission:** when **your vessel** is fitted out and ready for use.

**Laid Up Out of Commission:** when **your vessel** is not fitted out and ready for use.

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

**Motors and electrical equipment:** motors and electrical machinery and equipment; batteries and their connections.

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

**Profession:** any business, trade, **profession** or organisation. This includes delivery skippers.

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

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

**Terrorism:** the use or threat of violence or force, designed to influence the government or to intimidate the public, for the purpose of advancing a political, religious or ideological cause.

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

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

**Underwater Gear:** the propulsion, stability and steering equipment of **your vessel** that is under the water.

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

**Vessel:** **your** craft as described in the **policy documentation** plus:

- **motors and electrical equipment**
- outboard motors not exceeding 10 hp unless otherwise shown in the **policy documentation**
- any tender not exceeding 16 feet in length nor exceeding £2,000 in value unless otherwise shown in the **policy documentation**
- gear and equipment that would normally be sold with **your craft**
- television and radio aerials; satellite receiving dishes, their fittings and masts; solar panels.

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

**You** must tell **us** immediately about any accidents, claims or legal proceedings in connection with this policy, and give **us** all the information and help **we** may need, including contact details of all witnesses, likely claimants and persons against whom any recovery might be made.

**You** must send any writ, summons or comparable foreign documentation to **us** immediately it is received. **We** will decide how to settle or defend a claim, and may bring or defend proceedings in the name of any person covered by the policy, including proceedings for recovering any claim.

**You** must report any loss, theft, attempted theft or malicious damage to the police immediately and obtain a crime reference. **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.

**We** retain the option to decide where the repairs are carried out and may require a number of quotations.

If **you** are making a claim under the Liveboards Contents section of the policy:

- **you** will need to provide **us** with original purchase receipts, invoices, instruction booklets or photographs
- **you** may need, for property damage, to provide confirmation from a suitably qualified expert that the item **you** are claiming for is beyond repair

For additional information, please read **our Claims Advice Notes**.

# Loss or damage to your vessel

## What is covered

We will pay you for loss or damage to **your vessel** whilst it is:

- ashore or afloat
- **in commission**. This cover is provided for **you** and whilst any person is in control of **your vessel** with **your** permission
- **laid up out of commission**
- being lifted, hauled out or launched

all in accordance with the limits and requirements shown within the **policy documentation**.

## What we will pay

We will pay the reasonable cost of replacement or repair, less the **excess**, for loss or damage to **your vessel**.

In the event of a **total loss** or constructive **total loss**, we will either pay the **agreed value** of **your vessel** or provide a replacement **vessel** of a similar age, size and type. No **excess** will apply if **your craft** is declared a **total loss**.

Reasonable replacement or repair to be considered sufficient, even if the appearance and condition of **your vessel** is not the same as prior to the claim.

In no case will we pay for unrepaired damage in the event of a subsequent **total loss**.

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 deduction of 50%.

In the event of loss or damage to sails, running rigging, protective covers, canopies, side screens, personal possessions, unspecified tenders or items or parts that are no longer available or legally compliant, we will pay the current replacement price less 10% per annum, up to a maximum deduction of 30%.

No **excess** will apply in respect of loss or damage to mast crutches or quant poles and **your** No Claims Bonus will not be affected.

In the event of loss or damage to computerised equipment, we will pay for replacement items of a similar type and specification.

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.

The tender may be used independently of the main **vessel** anywhere in the **United Kingdom** up to 3 nautical miles offshore.

**We** will not pay for any claim as a result of the tender sinking due to the accumulation of rainwater.

**Please read Policy exclusions, pages 24 to 26.**

# Liability to others

## What is covered

**We** will cover **your** legal liabilities 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 not owned by **you** is lost or damaged as a result of **your** interest in **your vessel**.

The **excess** will not apply to this cover.

## We will provide this cover for:

**you** and those in control of **your vessel** with **your** permission, excluding anyone acting as part of their **profession**.

## Pollution

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

The **excess** will not apply to this cover.

## Removal of Wreck

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

The **excess** will not apply to this cover.

Please read Policy exclusions, pages 24 to 26.

# Additional cover

## Grounding

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

## Marina benefits

If a claim occurs whilst **your vessel** is moored on a **marina** berth, we will not apply the **excess** and **your** No Claims Bonus will not be affected.

## Medical expenses

We will pay necessary medical expenses incurred, following an accident, by **you** or any person on board **your vessel** with **your** permission.

The maximum amount payable for any one accident is £500. The **excess** will not apply to this cover.

## No claims bonus

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

Providing no claim has been submitted during the previous year's period of insurance, **you** will be entitled to the following discounts:

After year 1	5%
2 consecutive years	10%
3 consecutive years	15%
4 consecutive years	20%
5 consecutive years	25%
6+ consecutive years	30%

## Pollution hazard

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

## Preventing or minimising a Loss

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

The **excess** will not apply to this cover.

### **Protected bonus**

Only to apply when shown within the policy documentation.

Your No Claim Bonus will not be reduced if **you** make a claim under this policy.

### **Racing**

Only to apply when shown within the policy documentation.

#### **What you are covered for:**

We will pay for loss or damage, less double the **excess**, whilst **your vessel** is racing.

We will cover **your** legal liabilities whilst **your vessel** is racing.

#### **What you are not covered for:**

- 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. The **excess** will not apply to any part of any claim to which the one-third deduction applies.
- single handed racing

### **Transit (applicable only where your vessel does not exceed 30 feet – 9.14 metres in length)**

We will pay for loss or damage, less the **excess**, to **your vessel** whilst in transit by road in the **United Kingdom**, including loading and unloading.

**You** are not covered for scratching, denting, bruising or chafing.

### **Uninsured third party**

If **your vessel** is damaged by an uninsured third party or a third party who can not be identified, **we** will not apply the **excess**.

# Personal effects

If you live aboard **your vessel**, please see **Contents** – page 21.

## Definition

Clothes and items of a personal nature likely to be worn, used or carried.

## What is covered:

- we will pay for loss or damage, less the **excess** and deduction for age, to **personal effects**

## We will provide this cover for:

- **you, your** spouse or partner and children, who permanently live in **your** normal home

## What is not covered:

- any one item in excess of £250 unless showing otherwise within the **policy documentation**
- breakage of items of a fragile nature unless resulting from a loss covered by this insurance
- cash, cheques, travellers cheques, credit or debit cards, current postage stamps, savings stamps or certificates, lottery tickets, premium bonds, postal orders, money orders, bank drafts, travel and other tickets with a fixed monetary value, phone cards, gift vouchers, deeds and share certificates
- collections of stamps, coins or medals
- damp, mould, mildew, vermin or moth
- digital/video cameras
- food and drink
- fuel
- furs
- hearing aids
- items of gold, silver and other precious metals
- jewellery and watches
- loss or damage to equipment used for a professional purpose
- loss or damage unless **your vessel** has lockable storage
- loss or damage to portable computerised equipment

- loss or damage to water skis, water toys, fishing, diving and sports equipment whilst in use
- loss or damage caused by repair, alteration, refinishing, dyeing, cleaning or renovating
- mechanical or electrical failure or breakdown
- mobile phones
- photographic equipment
- plants or living creatures
- spectacles and contact lenses
- theft from an unattended motor vehicle unless the vehicle was securely locked and the **personal effects** hidden from view
- wear, tear, depreciation or gradual deterioration
- water damage to digital entertainment equipment unless **your vessel** sinks or is submerged as a result of a loss covered by this insurance

# Personal accident

### Definitions

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

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

**Permanent total disablement** means disablement that 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.

### What is covered

Personal accidents that, within 12 months of the event, are the sole and independent cause of subsequent disability. The **excess** will not apply to this cover.

#### Benefits

Loss of limb	£25,000
Loss of sight	£25,000
Permanent total disablement	£25,000

The overall limit is £100,000 for any one accident or event. If any one accident or event 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** benefit will not apply.

### We will provide this cover for:

you and persons aboard **your vessel** (including whilst embarking or disembarking) with **your** permission.

### What you are not covered for:

- a disease, physical defect, illness or injury which existed prior to the accident
- being under the influence of drink, drugs or solvent abuse

- **You** are not covered for any other costs that are indirectly caused by the event which led to **your** claim, unless specifically stated in this Policy.
- disablement to any person employed by **you** in any capacity whatsoever
- disablement to any person whilst **your vessel** is being used for purposes other than private pleasure
- death
- pregnancy
- suicide, deliberate self-injury or wilful exposure to needless risk

### 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 necessary, the claimant must agree to a medical examination. **We** will pay the cost.

No claim will be payable under more than one benefit in respect of any one accident.

# Endorsements

## E and F Liveboards extensions

Please note cover is only in force if the appropriate premium has been paid and is shown within the policy documentation.

### Alternative Accommodation

If **your vessel** becomes uninhabitable following loss or damage covered by this insurance, **we** will pay the reasonable costs of alternative accommodation for **you**, **your** spouse or partner, children and domestic pets.

The **excess** will not apply to this cover.

### Contents:

Where cover for the above is shown within the **policy documentation**, this will replace the cover given within the **Personal effects** section of this policy.

### Definition

Household goods, furniture, clothes and items of a strictly personal nature likely to be worn, carried or used.

### What is covered:

- **we** will pay for accidental or malicious damage, and losses resulting from fire and theft, to **your** Contents, up to a maximum amount of £25,000, less a £50 excess. **We** will also make a deduction for age of 10% per annum, up to a maximum of 50%. This deduction will not apply to jewellery and watches

### We will provide this cover for:

- **you**, **your** husband, wife or partner and children, who permanently live onboard **your vessel**

There are individual limits, which are shown on the next page.

Specified item	Single item limit	Overall limit
Alternative Accommodation		£3,000
Computerised equipment	£250	£750
Food and drink		£100
Fuel		£100
Home Entertainment Equipment	£250	£750
Jewellery and watches	£250	£2,500
Mirrors, glass and sanitary ware	£100	£250
Pedal Cycles	£250	
Theft from garages and outbuildings	£250	£1,500
Unspecified items not referred to above	£500	£25,000

### What is not covered:

- cash, cheques, travellers cheques, credit or debit cards, current postage stamps, saving stamps or certificates, lottery tickets, premium bonds, postal orders, money orders, bank drafts, travel and other tickets with a fixed monetary value, phone cards, gift vouchers, deeds and share certificates
- collections of stamps, coins or medals
- damp, mould, mildew, vermin or moth
- equipment used for a professional purpose
- food and drink in **your** freezer or fridge unless following breakdown of the appliance. **You** will not be covered if this is caused by a deliberate act of the power supply authority
- furs
- loss or damage to water skis, water toys, fishing, diving and sports equipment whilst in use
- loss or damage caused by repair, alteration, refinishing, dyeing, cleaning or renovating
- loss or damage if **your vessel** is unoccupied for more than 45 consecutive days

- malicious computer codes. Computer software, programs or data
- malicious damage by **you** or anyone living onboard **your vessel**
- mechanical or electrical failure or breakdown
- mobile phones
- plants or living creatures
- the need to make good any defect in repair or maintenance
- the need to make good any fault or error in design or construction
- the need to replace, repair or renew a faulty part or defective material
- wear, tear, depreciation or gradual deterioration
- the cost of demonstrating or setting up of replacement electrical equipment; including loading of software, transfer of data and backup/restoring existing data

The maximum amount **we** will pay when the contents are away from **your vessel** is 20% of the overall amount insured for this section as shown within the **policy documentation**.

### Keys and Locks

**We** will pay the cost of replacing keys and locks or lock mechanisms to external doors, if keys are accidentally lost or stolen.

The maximum amount **we** will pay is £100.

The **excess** will not apply to this cover.

### Pedal Cycles

#### What is covered:

- **we** will pay for loss or damage to pedal cycles.

#### We will provide this cover for:

- **you, your** husband, wife or partner and children, who permanently live onboard **your vessel**

#### What you are not covered for:

- any mechanically propelled or assisted pedal cycles

- lamps, tyres or accessories unless the pedal cycle suffers loss or damage at the same time
- loss or damage whilst the pedal cycle is being used for **rac**ing, pace making, trials or jumping
- scratching or denting
- theft whilst outside **your vessel** and **unattended**, unless it is in a locked building and immobilised by a security device or it is attached by a security device between the pedal cycle's frame and a permanently fixed structure

The **excess** will not apply to this cover.

## Public liability

### What is covered:

**we** will cover **your** legal liabilities as a private individual, up to the limit stated within the **policy documentation**, to compensate other people if someone dies or is injured, or property is damaged

### We will provide this cover for:

- **you, your** husband, wife or partner and children, who permanently live in your normal home

### What you are not covered for:

- liabilities arising directly or indirectly from the ownership, maintenance, possession, loading, unloading or use of any aircraft
- liabilities arising out of business activity carried out by **you**
- liabilities arising from a contract or agreement whether written or not, which imposes a liability which would not have existed without the contract or agreement
- liabilities arising from ownership of any dog described in Section 1 of the Dangerous Dogs Act 1991 or specified in the Dangerous Dogs (Northern Ireland) Order 1991 and any amending legislation
- liabilities arising from libel, slander or defamation

- liabilities arising from **you** performing or failing to perform professional services, including advice for which **you** are legally responsible or licensed
- liabilities for fines, penalties or punitive damages
- liabilities arising from the ownership, possession or use of any motorised vehicle, caravan or pedal cycle
- liabilities arising from the ownership, possession or use of any unlicensed firearm
- liabilities arising from the ownership, possession or use of any watercraft other than **your vessel** shown within the **policy documentation**

# Exclusions which apply to the whole of this policy

## We will not pay for any claims arising from:

- a reduction in the market value of **your vessel** following repair, or loss of value, warranty coverage or rating
- accidents or illness to persons contracted by **you**, in any capacity whatsoever, in connection with **your vessel**
- any accident or incident that occurs outside the period of insurance
- any activity involving persons being pulled by **your vessel** and/or tenders unless this is included within the **policy documentation**
- any chemical, biological, bio-chemical or electromagnetic weapon
- capture, seizure, arrest, restraint or detainment
- damage sustained in consequence of insufficient packing of items dispatched to or by repairers or suppliers
- deception by **you**
- electrolysis, osmosis or like conditions
- failure, fault, short circuit or breakdown of **motors and electrical equipment**
- fines, penalties or punitive damages
- fire or explosion where **your vessel** and/or tender is fitted with inboard machinery and the maximum design speed exceeds 20m.p.h or 17 knots unless it is equipped with automatic, or remote controlled from the steering position, fire extinguishing apparatus in the engine compartment
- frost damage to **motors and electrical equipment**, unless manufacturers recommendations have been complied with
- hire, charter, reward or any other commercial activity, unless shown within the **policy documentation**
- ionising radiation, radioactivity, nuclear fuel, nuclear waste or nuclear equipment
- liabilities whilst **your vessel** is in transit by road
- liabilities assumed under contract, incurred solely by an agreement entered into by **you**
- liabilities to passengers or crew engaged in any underwater sport or activity, from the time of leaving **your vessel** until safely within **your vessel**

- liabilities whilst **your vessel** is in the care, custody or control of anyone acting as part of their **profession**
- 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 **your vessel's** moorings
- loss or damage to tenders unless permanently marked with a unique identifier
- loss or damage to consumable stores
- loss or damage to **motors and electrical equipment** as a result of gradual incursion of water into **your vessel** unless following physical damage to **your vessel** resulting from impact
- loss or damage to **motors and electrical equipment** resulting from water gradually escaping from any fixed pipe appliance or pipe
- loss or damage or liability arising from or relating to gas unless:

the installation and tubing are to the approved British Standard and meet the Boat Safety Certificate recommendations

all gas containers are secured against movement in a purpose built locker which is properly ventilated to the exterior of **your vessel**

- loss of use of **your vessel**
- malicious computer codes. Computer software, programs or data
- **racism** unless this is shown within the **policy documentation**
- sails split by the wind or blown away
- **terrorism**
- the failure of a computer chip or computer software to recognise a true calendar date
- the need to make good any defect in repair or maintenance
- the need to make good any fault or error in design or construction
- the need to replace, repair or renew a faulty part or defective material

- theft of outboard motors, over 10hp, attached to **your vessel** or tenders unless it is securely locked by an anti- theft device, which prevents retaining bolts/clamps being undone, in addition to its normal method of attachment
- outboard motors of 10hp or less, attached to **your vessel** or tender are only covered for theft provided they are secured by an additional anti-theft device, or one which prevents the retaining bolts/clamps from being undone
- theft of outboard motors unless **you** have safely recorded the serial number
- theft from the interior of **your vessel** unless violence and force are used to break into **your vessel** or place of storage
- theft of fixed gear and equipment from the exterior of **your vessel** unless violence or force are used
- theft of the trailer, and any insured items attached to it, whilst **unattended** unless the trailer has been securely fastened by a wheel clamp or hitch lock
- war, invasion, civil war, conflict or commotion
- wear, tear, depreciation or gradual deterioration; corrosion and electrolysis
- wilful misconduct or acts of recklessness by **you** or other persons in control of **your vessel** including, but not limited to, conduct whilst under the influence of alcohol/drugs or navigating in contravention of “red” signals (boards/lights)
- **your** failure to maintain **your vessel** in a **seaworthy** condition or in the case of a trailer, roadworthy condition
- **your vessel** operating outside the cruising range shown in the **policy documentation**
- **your vessel** being stranded, sunk, swamped or breaking adrift whilst **unattended** for a period in excess of 8 hours on coastal waters, except on a sheltered and recognised mooring or anchorage. **We** would draw **your** attention to **Policy Conditions – Due Care and Diligence** and **your** cruising range
- **your vessel** undertaking towage or salvage services under a pre-arranged contract. However, **your vessel** may assist or tow boats in distress.

# Conditions which apply to the whole of this policy

## Assignment

This policy is non-transferable.

## Cancellation by us

**We** may cancel this policy at any time subject to 30 days notice to **your** last known address. Any return premium will be calculated on a pro-rata basis but no refund will be given if a **total loss** claim has been paid or is outstanding at the time of the cancellation.

If **you** are paying **your** premium by instalments and **you** miss a payment, **we** may cancel **your** cover giving **you** seven days notice to **your** last known address.

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

## Cancellation by you

If **you** decide that **you** do not want to accept the policy (or any future renewal of the policy by **us**), please contact **us** using the contact details provided on the covering letter within 14 days of receiving it (or for renewals, within 14 days of **your** policy renewal date). **We** will only charge **you** on a pro rata basis for the time **we** have been on cover subject to a minimum premium of £50 (plus insurance premium tax). The balance of the premium will be returned to **you**.

If **you** cancel **your** policy later than 14 days from receiving it **we** will give **you** a refund in proportion to the time left until **your** current period of insurance is due to run out, subject to a minimum premium of £50 (plus insurance premium tax).

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

## Change of ownership

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

## Claim payment

In no case will **we**, under any section, pay more than the sum insured shown against that item in the **policy documentation**.

## Competence

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

### Currency

Where an amount is given within this policy and the currency shown on the **policy documentation** is other than Sterling (£), the equivalent currency amount will apply. This will be calculated on the day the loss occurred, using the rate as quoted by the Bank of England.

### Due care and diligence

**You** must exercise due care and diligence at all times and do all **you** reasonably can to prevent loss or damage to **your vessel**.

### Excess

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

### Fraudulent Claim

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

### Instalments

If **you** pay the premium to **us** using **our** Direct Debit instalment scheme **we** will have the right (which **we** may not use) to renew the policy each year and continue to collect premiums using this method. **We** may vary the terms of the policy (including the premium) at renewal.

If **you** decide that **you** do not want **us** to renew the policy, as long as **you** tell **us** before the next renewal date, **we** will not renew it.

**Our** right to renew this policy does not affect **your** cancellation rights detailed in **Cancellation by you**.

### Modifications

**You** must notify **us** immediately if **you** modify **your vessel**. Modifications include but are not limited to such things as a different engine than supplied, extending the superstructure, a different rig or sails adding a bathing platform or changing the length of the **vessel**.

### Notifying us of a change

**You** must tell **us** if any of the information on which this insurance is based changes. Failure to do so may result in **your** insurance no longer being valid and claims not met. If in doubt about any change **you** should disclose it. If **your** policy is amended as a result of any change, **we** will be entitled to vary the premium and terms for the rest of the period of insurance. **You** should keep a record (including copies of letters) of all information supplied to **us** in connection with this insurance.

If **you** replace **your vessel**, its permanent mooring or how **you** use it, **your** insurance will no longer be valid and claims will not be met until revised **policy documentation** has been issued by **us**.

### Other insurance

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

### Responsibility

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

### Rights of third parties

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

## Details of your equipment

### Electronic navigation aids

Make

Model

Serial number

### Hull

Identification number/distinguishing marks

### Life raft

Make

Model number

Last serviced

### **Outboard motors**

Make/Type

Model/HP

Serial number

Year of manufacture

### **Tenders**

Make/Type

Year built

### **Trailer**

Make/Type

Year built





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