

Yacht and Motorboat

Policy document



Contents

Thank you for choosing Navigators and General for your insurance	3
Data protection statement	4
Fair Processing Notice	5
Our complaints procedure	9
Introduction	11
Definitions	13
Section A – Loss or damage cover	16
Section B – Liability to others	24
Endorsements	26
Conditions which apply to the whole of this policy	33
Exclusions which apply to the whole of this policy	39
Making a claim	41

Thank you for choosing Navigators & General for your insurance

We have been at the forefront of pleasure boat insurance for over 100 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.

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

Important note

This policy, provided by Navigators & General who are a trading name of Geo Underwriting services limited and is underwritten by HCC International Insurance Company Plc ('HCCII') trading as Tokio Marine HCC, is designed to provide insurance protection against the risk of severe weather incidents and events such as fire and theft. It is not a substitute for proper upkeep of the **Vessel** or for things wearing out, breaking down or failing because of lack of maintenance.

The policy requires that the **Vessel** is not **unseaworthy** and if **you** are unable to maintain the **Vessel** due to lack of knowledge, time or skill **you** must engage the services of somebody to do so on **your** behalf.

Some countries may require additional certification, please contact **us** if **you** are planning to use **your Vessel** or **your tender** outside of the UK.

Data protection statement

This Data Protection Notice explains what personal information is collected and how this is used. In accepting this insurance it will be understood that **You** have read and accepted the terms of this Data Protection Notice.

All phone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

Navigators & General a trading name of **Geo** will process **your** details in accordance with the Data Protection Act 2018 and/or other applicable legislation in force.

You are entitled to know what personal data is held on **you** and to make what is referred to as a "Data Subject Access Request" ('DSAR'). **You** are also entitled to request that **your** personal data be corrected in order that **Geo** hold accurate records. In certain circumstances, **You** have other data protection rights such as that of requesting deletion, objecting to processing, restricting processing and in some cases requesting portability.

Further information on **your** rights is included in **our** Privacy Policy.

If **you** wish to make a Data Subject Access Request" ('DSAR') to access, correct, update or request deletion of **your** personal data, **Geo** will ask **you** to provide a copy of any two of the following documents: Driver's licence, Passport, Birth certificate, Bank statement (from the last 3 months) or utility bill (from the last 3 months).

Geo will respond to all requests from individuals wishing to exercise their data protection rights in accordance with applicable data protection laws. If **you** would like to exercise **your** data protection rights or have any questions, please email advisorydataprotection@ardonagh.com or in writing to:

The Ardonagh Advisory Data Protection Officer
Suite P
The Octagon
Colchester
CO1 1TG

You can also complain to the ICO if **you** are unhappy with how **we** have used **your** data.

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
SK9 5AF

Helpline: 0303 123 1113

ICO website: ico.org.uk

Fair Processing Notice

The privacy and security of **your** information is important to **us**. This notice explains who **we** are, the types of information **we** hold, how **we** use it, who **we** share it with and how long **we** keep it. It also informs **you** of certain rights **you** have regarding **your** personal information under current data protection law. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

Who are we?

Geo Underwriting Services Ltd (part of the Ardonagh Group of companies) is the Data Controller of the information **you** provide **us** and is registered with the Information Commissioner's Office for the products and services **we** provide to **you**.

You can contact **us** for general data protection queries by email to advisorydataprotection@ardonagh.com or in writing to The Ardonagh Advisory Data Protection Officer, Suite P the Octagon, Colchester, CO1 1TG. Please advise **us** of as much detail as possible to comply with **your** request. For further information about the Ardonagh Group of companies please visit <http://www.ardonagh.com/about-us/business-portfolio>.

What information do we collect?

We will collect personal information which may include **your** name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to **your** enquiry or product and payment details (including bank account number and sort code) which **we** need to offer and provide the service or product or deal with a claim.

We may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing **you** with the product, service or for processing a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided.

We will therefore not seek explicit consent to process this information as the processing is legitimised by its criticality to the service provision. If **you** object to use of this information then **we** will be unable to offer **you** the product or service requested.

How do we use your personal information?

We will use **your** personal information to

- assess and provide the products or services that **you** have requested
- communicate with **you**
- develop new products and services
- undertake statistical analysis.

We may also take the opportunity to

- contact **you** about products that are closely related to those **you** already hold with **us**
- provide additional assistance or tips about these products or services
- notify **you** of important functionality changes to **our** websites.

Only where **you** have provided **us** with consent to do so, **we** may also from time to time use **your** information to provide **you** with details of marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group.

We make outbound phone calls for a variety of reasons relating to many of **our** products or services (for example, to update **you** on the progress of a claim). **We** are fully committed to the regulations set out by Ofcom and follow strict processes to ensure **we** comply with them.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and **we** may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

Securing your personal information

We follow strict security procedures in the storage and disclosure of **your** personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information **you** provide to **us**, including information provided via forms **you** may complete on **our** websites, and information which **we** may collect from **your** browsing (such as clicks and page views on **our** websites).

Any new information **you** provide **us** may be used to update an existing record **we** hold for **you**.

When do we share your information?

To help **us** prevent financial crime, **your** details may be submitted to fraud prevention agencies and other organisations where **your** records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjusters) deliver some of **our** products or provide all or part of the service requested by **you**. In these instances, while the information **you** provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to **you** or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment

The data **we** collect about **you** may be transferred to, and stored at, a destination outside of the **United Kingdom**("UK"). It may also be processed by staff operating outside of the UK who work for **us** or for one of **our** suppliers. Such staff may be engaged in, amongst other things, the provision of information **you** have requested.

If **we** provide information to a third party **we** will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that **your** data is treated securely and in accordance with this fair processing notice.

We may of course be obliged by law to pass on **your** information to the police or other law enforcement body, statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB)

We may also share **your** information with anyone **you** have authorised to deal with **us** on **your** behalf.

How long do we keep your information for?

We will not keep **your** personal information longer than is necessary for the purpose for which it was provided unless **we** are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service **we** provide. In certain cases, **we** will keep **your** information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by **you** or a third party at a future date, even after **your** contract with **us** has ended.

Your rights

There are a number of rights that **you** have under data protection law. Commonly exercised rights are:

Access – **You** may reasonably request a copy of the information **we** hold about **you**.

Erasure – Where **we** have no legitimate reason to continue to hold **your** information, **you** have the right to have **your** data deleted (sometimes known as the right to be forgotten) **you** have the right to change or withdraw **your** consent and to request details of any personal data that **we** hold about **you**.

We may use automated decision making in processing **your** personal information for some services and products. **You** can request a manual review of the accuracy of an automated decision if **you** are unhappy with it

Marketing – If **you** wish to inform **us** of changes in consent for marketing please contact **us** at the address and telephone number indicated in any recent correspondence or emails **you** received from **us**.

If **you** are unhappy about the way **we** have handled **your** data or upheld **your** rights, **you** can complain to the Information Commissioner's Office (ICO) at any time. Further details of **your** rights can be obtained by visiting the ICO website at www.ico.org.uk/your-data-matters

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 Navigators & General 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**.

Alternatively, **you** can contact **us** for any policy related issues as below:

Telephone: 01273 863400

By email: complaints@navandgen.co.uk

By post: C/O Apogee, 6-8 Bonhill Street, London, EC2A 4BX

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.

You can also contact them as follows:

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 0300 123 9123

(calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK), or +44 (0)20 7964 0500 (if **you** are calling from outside the UK)

Email: complaint.info@financial-ombudsman.org.uk

If the Financial Ombudsman Service is unable to consider **your** complaint, **you** may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that **you** may be entitled to compensation if **we** are unable to meet **our** obligations to **you**. Further information is available via their website www.fscs.org.uk.

You can also contact them as follows:

Post: Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY

Telephone: 0800 678 1100 or +44 (20) 7741 4100

Introduction

Relevant to the entire policy

This policy is an agreement between **you** and **us** in respect of the entire policy except optional Legal expenses cover which is a contract between **you** and the insurer of that contract (please refer to their separate policy if **you** have chosen that cover) and is only valid if **you** pay the premium.

Any reference to any statute or statutory instrument stated in **your** policy will include any later amendments made or enacted.

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

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

When **you** take out, renew and make changes to the cover provided by this policy, **you** must take reasonable care to accurately answer any questions which **we** ask of **you** and to make sure any information **you** give **us** is accurate.

Failure to meet these obligations could result in **your** policy being invalidated, a claim not being paid, or an additional premium being charged.

Your policy and schedule detail all the covers available with this type of insurance. Not all the covers may apply to **you** and **your** schedule will show which covers are in force, and the **sums insured** and limits where appropriate. **You** may request to increase or add elements of cover and, if **we** agree, **we** may adjust the premium to reflect this change.

We recommend that **you** keep a record of all information supplied in connection with **your** policy. Unless agreed otherwise, **we** will communicate with **you** in English.

The conditions and exclusions that apply to all sections of **your** policy are shown on pages 29 to 35. Please make sure that **you** read these as well as the cover shown in each section.

Cover will commence at 00.00 hours and end at 23.59 inclusive, on the dates shown in the schedule unless agreed otherwise.

Your cancellation rights

You may cancel **your** policy at any time. If **you** decide that **your** policy does not meet **your** requirements, please inform **us** or **your** insurance broker within 14 days of receiving it and **we** will return the entire premium **you** have paid for the period of insurance. After 14 days, **we** will refund any remaining balance of premium calculated on a pro-rata basis subject (plus insurance premium tax).

Governing law

Your policy is governed by the law that applies to where **you** reside within the **United Kingdom**, the Channel Islands or the Isle of Man. If the above does not apply or 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.

Definitions

Certain words in **your** policy have specific meanings. These words and their meanings are detailed in this section and apply to **your** entire policy wherever **we** have shown them in bold throughout.

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

Excess: the amount stated in **your policy documentation** which **you** will pay in the event of a claim, and which will be deducted from any payment under this policy after all other terms and conditions have been applied.

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.

Gradual Deterioration: The progressive degradation of **Your** Insured Property caused by wear and tear, rust, rot, oxidation, corrosion, electrolytic or galvanic action, wasting or weathering.

Houseboat: A boat that is permanently located or moored at a single location and used as a permanent/main place of residence and/or is connected to onshore mains gas or mains electricity

Incident: any insured event, or series of insured events arising from the same originating cause.

Insured person: **you**, **your** spouse 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** 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.

Latent defect: an inherent defect in the design, construction, workmanship or materials used becoming apparent after the build of the **Vessel** 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 and manoeuvring/thrusters), generators, gearboxes, stabilisers, drive trains (including shafts, brackets and couplings) and their connections.

Marina: a secure and sheltered mooring complex, providing controlled access to berths, racking, compounds or pontoons. This does not include facilities with floating or temporary breakwaters.

Modifications: 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**.

Policy documentation: **your** policy and schedule, any endorsements, special terms or conditions which apply and **your** certificate of insurance (where issued).

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 **your policy documentation** which is the maximum amount that **we** will pay for any given section or cover.

Tender: an auxiliary craft (excluding jet skis, personal watercraft and water scooters) which is either carried onboard, used in conjunction with or towed behind the **Vessel**. 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: irretrievable loss of the main craft, or where the cost of its replacement or repair exceeds the **sum insured**.

Unattended: when **you**, or somebody appointed on **your** behalf, are 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.

Uninsured boater: an owner or operator of another craft other than the **Vessel**, who is legally responsible for an accident and:

- has no liability cover; and/or
- cannot be identified.

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

Unseaworthy: designed, built, maintained and/or crewed in such a way as to be unable to operate safely.

Vessel: the craft described in **your** schedule including:

- **machinery** and outboard motors not exceeding 20hp unless otherwise shown in the schedule
- gear and equipment that would normally be sold with the **Vessel**
- **fixtures and fittings**
- **tender(s)**.

We/Us/Our/Insurer(s): Navigators & General a trading name of Geo Underwriting Services on behalf of HCC International Insurance Company Plc ('HCCII') trading as Tokio Marine HCC.

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

Section A – Loss or damage cover

This section is applicable when specified in **your** policy schedule.

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 is not covered:

- the **excess** shown within the **policy documentation**, except in the event of a **total loss** where no **excess** applies
- 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 **latent defect** or 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
- theft of outboard motors attached to the **Vessel** or a **tender** unless securely locked by a purpose manufactured 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 is securely fastened by a wheel clamp or hitch lock or in locked storage
- 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 **Vessel** or **tender** 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
- loss or damage to sails split by the wind or blown away
- loss or damage to the **insured property** whilst **racing** unless shown in the schedule
- loss or damage caused by wear, tear, depreciation or **Gradual Deterioration** if the **Vessel** is over 3 years old, unless **you** can provide evidence that the **Vessel** has been maintained appropriately.

Machinery

In addition to the above, **your** policy does not cover loss or damage to **machinery** caused by:

- wear, tear, depreciation or gradual deterioration unless:
 - the **machinery** is the original supplied with the **Vessel** or an equivalent replacement; and
 - the **Vessel** is less than 3 years old; and
 - **you** have owned the **Vessel** from new; and
 - there is evidence that **machinery** has been maintained and/or serviced as per manufacturer's 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** or breakage of shafts 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 manufacturers' 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.

Extensions

Grounding

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

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.

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 onboard or 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.

For the purposes of this cover, the definition of **insured person** will not include **you**, where **you** are a firm or company.

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 or deliberate self-injury
- wilful exposure to needless risk (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 calendar year after the accident.

No Claims Bonus

(Applicable only if shown on **your** policy schedule).

Providing no claim has been made during the previous years' period of insurance, **you** will be entitled to the following discount from the **Vessel's** premium.

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

Protected no claims bonus only applies if shown on **your** schedule. If Protected no claims bonus is shown in **your** schedule it does not protect the overall price of **your** policy, the price of **your** policy could increase or decrease following an annual review at renewal or a claim even if **you** were not at fault.

Non-fault waiver

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

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 or 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 **incident**.

If any single **incident** involves 4 or more persons, the individual benefit 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.

For the purposes of this cover, the definition of **insured person** will not include **you**, where **you** are a firm or company.

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 accident which led to the claim, unless specifically stated in the policy
- pregnancy
- suicide or deliberate self-injury
- being under the influence of drink, drugs or solvent abuse
- wilful exposure to needless risk, (other than in an attempt to save human life)

- 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 accident causing **permanent total disablement** followed by death from any one cause within 12 calendar months of the accident, **we** will only pay up to the death benefit.

Personal effects

We will cover loss or damage to **personal effects** whilst on board the **Vessel** and/or whilst in transit between **your** home and the **Vessel**.

Unless otherwise specified in the schedule, **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.

What is not covered:

- theft unless violence and force are used to break into the **Vessel** or onboard place of storage
- 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 with a pre **incident** value more than £500 unless specified on **your** schedule

- loss or damage caused by changes in temperature or humidity
- loss or damage to portable electronic devices (unless used for the **Vessel's** navigation), software, digital media, mobile phones, photographic equipment, jewellery, furs, works of art and spectacles
- loss or damage to fishing equipment, water skis, water toys, diving or sports equipment whilst in use.

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**.

Preventing or minimising a loss

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

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** will make a donation of £100 in **your** name.

Single handed use

You are covered for single handed sailing.

What is not covered:

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

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 shown on **your** schedule
- it is not being used for water skiing or the towing of inflatable toys unless **we** have specifically agreed this cover and an endorsement is shown separately on **your policy documentation**.

Transit

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

We will provide this cover provided the length overall (LOA) of the **Vessel** does not exceed 30' (9.14m).

What is not covered:

- cosmetic scratching, bruising, denting.

Section B – Liability to others

This section is only applicable when specified in **your** policy schedule.

What is covered:

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

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

What is not covered:

- more than the liability limit stated in **your** schedule for each **incident**
- liability whilst the **insured property** is in transit by road, rail, marine cargo or air cargo
- liability assumed under contract, incurred solely by an agreement **you** enter into
- accidents or illness to persons contracted by **you**, in any capacity whatsoever, in connection with the **Vessel**
- liability of any **insured person**, passengers or crew engaged in any underwater sport or activity from the time of leaving the **Vessel** or **tender** until safely back on board
- liability 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 towed by the **Vessel** and/or **tender(s)** unless and to the extent that such cover is shown by endorsement in **your** schedule
- liability incurred whilst using an unregistered or illegally obtained firearm or where a firearm is in contravention of any applicable regulations.

Extensions

Racing

If **racing** risks are insured and shown on **your** schedule, **we** will cover **your** legal liability, to compensate other people if someone dies, is injured or property is damaged as a result of **your** interest in, or use of, the **Vessel** whilst **racing**, and/or the costs associated with defending such a claim.

We will not pay more than the total limit shown on **your** schedule for each **incident** covered by Section B.

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.

We will not pay more than the total limit shown on **your** schedule for each **incident** covered by Section B.

Uninsured owner or operator

What is covered:

Costs incurred following bodily injury to an **insured person** aboard the **Vessel** or **tender** which **you** are legally entitled to recover from an **uninsured boater**.

The maximum **we** will pay for any one **incident** is £50,000.

What is not covered:

- 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.

Endorsements

The following only apply when shown in **your** schedule.

Endorsements form part of, and should be read in conjunction with, the **policy documentation**. They are subject to the Conditions and Exclusions which apply to the whole policy, unless specifically stated otherwise by the applicable endorsement.

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 schedule 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 7 days.

The maximum amount payable for any one **incident** is £1,500.

b) Protected bonus

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

c) Water skiing

We will cover liability under Section B of the policy, to and of water skiers and wakeboarders whilst being towed by the **Vessel** or **tender**. The maximum limit of indemnity for this cover is £3,000,000 any one **incident**.

d) Racing cover

What **you** are covered for:

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

What is not covered:

- double the **excess** shown in **your** schedule

- 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 the **personal effects** of an **insured person**.

What is not covered:

- the **excess** shown in **your** schedule
- theft unless violence and force are used to break into the **Vessel** or onboard place of storage
- theft from an **unattended** motor vehicle unless the vehicle was securely locked and the items hidden from view
- damp, mould, mildew, vermin and moth
- mechanical or electrical failure or breakdown
- loss or damage to portable electronic devices (unless used for the **Vessel's** navigation), software, digital media, mobile phones, photographic equipment, 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 item above £500 unless shown in **your** schedule
- animals
- food and drink
- motorised vehicles
- deeds and documents.

g) Jet ski

What is not insured:

- loss or damage as a result of ingestion of an underwater or floating object
- loss, damage or liability if the driver is under the age of 21
- 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.

Personal buoyancy aids must be worn at all times.

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 is not covered:

- 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 **rac**ing.

i) Towing of water toys – TOY

We will cover liability under section B of the policy, arising from the towing of water toys (including inflatable toys), provided:

- the water toy is designed for and used by a maximum of one person at any one time
- a maximum of two water toys are towed at any time
- the water toys must be purpose built and used in accordance with the manufacturer's instructions and guidelines
- there are a minimum of two competent people onboard the towing craft, with one acting as a lookout
- personal buoyancy aids are worn at all times.

What is not covered:

- loss or damage to water toys
- water toys designed to become airborne
- liability whilst the water toy is being towed unladen except in the ordinary course of recovery.

We will not pay more than the limit for this cover shown in **your** schedule.

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, detainment, 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** will 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** will 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 £2,000 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 Loss or Damage cover section or which does not directly relate to an **incident** covered under the Loss or 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 1% of 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 or 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 or repair
- registration or licensing costs for a replacement **Vessel** or of the **Vessel** following repair.

Conditions which apply to the whole of this policy

Cancellation by you or us

The policy may be cancelled by **you** or **us**, subject to the terms of this condition.

If the policy is cancelled within 14 days of **you** receiving it (or for renewals, within 14 days of **your** policy renewal date), **we** will refund all the premium **you** have paid.

After 14 days, **we** will refund any remaining balance of premium calculated on a pro-rata basis (plus insurance premium tax)

No return of premium will be given if an incident has occurred in the same period of insurance as the cancellation.

You must pay any outstanding premium which is due if the policy is cancelled after an incident has occurred in the same period of insurance.

Cancellation by you

You may cancel **your** policy at any time by contacting **us** or **your** insurance broker. **We** cannot cancel the policy earlier than the date **you** contact **us** or **your** insurance broker.

Cancellation by us

We may cancel **your** policy where there is a valid reason for doing so by giving **you** 30 days' notice in writing to **your** last known address. Valid reasons may include but are not limited to:

- where **you** advise **us** of a change of risk under **your** policy which **we** are unable to insure
- where **you** fail to respond to requests from **us** for further information or documentation
- where **you** have provided **us** with incorrect information and have failed to provide a reasonable explanation when requested
- the use of threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers, by **you** or any person acting on **your** behalf.

Cancellation due to non-payment

If **you** fail to pay **your** premium, **we** may cancel **your** policy in accordance with the terms of **your** credit or payment plan with **us**, and **we** may refuse **your** claim.

Cancellation after a total loss settlement

After **we** settle **your** claim on the basis of a **total loss** of **your Vessel** all cover will then end unless **we** agree differently. There will be no refund in premium and **you** must pay any outstanding premium due for the remainder of the current period of insurance.

Competence

Those in charge of the **Vessel** or **tenders** must have satisfied **you** of their competence in handling an equivalent or similar craft.

Cover enhancements

We may extend or broaden the cover provided by **your** 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.

Currency conversion

Whichever currency is shown in the policy and/or schedule is the maximum **sum insured** or policy limit, subject to the following:

- any claims will be settled in the currency the policy is written in or Pound Sterling using the exchange rate at the time the costs were incurred; and/or
- if any costs are incurred in a currency other than the currency that the policy is written in, the costs will be converted to the currency the policy is written in or Pound Sterling at the exchange rate at the time the costs were incurred.

Duty of care

You must do all **you** reasonably can to prevent or reduce any costs, damage, injury or loss.

Duty to check information and tell us of any changes

It is important **you** check **your** most recent schedule 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 make sure 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 **you** or any person having an interest in the policy:

- any loss, destruction, damage or **incident**, whether or not resulting in a claim
- any unspent criminal convictions, unspent cautions or criminal prosecutions pending
- **your** address or where **your Vessel** is moored and/or where **your Vessel** is registered
- ownership of the **Vessel** (including changes relating to any joint ownership)
- the make and/or model of **Vessel**
- a change in the use of the **Vessel**
- any **modifications** to **your Vessel**
- **your Vessel** being contracted to undergo any refit, repair or hot works that cost more than £25,000
- being declared bankrupt, being subject to bankruptcy proceedings or receiving a County Court Judgment (CCJ) or other judgments in relation to debt
- disqualification from being a director of a company in the last 6 years or being currently disqualified from being a director of a company.

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

Any changes, if accepted by **us**, will apply from the date indicated on **your** updated schedule.

If **you** do not notify **us** of any such change or new information, **we** may apply the applicable option(s) described below effective from the date of the change in information:

If **we** would not have provided **you** with any cover **we** will have the option to:

- void the policy, which means **we** will treat it as if it had never existed and repay the premium paid; or
- terminate **your** policy from the date **we** would not have provided **you** with cover and return the appropriate proportionate premium paid; and
- seek to recover any money from **you** for any claim **we** have already paid, including the amount of any costs or expenses **we** have incurred.

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; and/or

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 which **you** must pay in full.

Fraud

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 **your** policy, **we** will:

- treat **your** policy as if it had never existed in the event of any fraud which occurred during the application process; or
- terminate **your** 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.

Other insurance

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

Parties to this policy

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

Payments not covered by the policy

If, by law **we** must make a payment that is not covered by the policy, **we** have the right to recover this payment from **you** or the person who is liable.

Policy terms and conditions

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

Refit, repair and hot-works

If **your Vessel** is contracted to undergo refit, repair or hot-works that cost more than £25,000, in order that **we** can assess any increase in the risk of loss or damage to **your Vessel**, **you** must:

- tell **us** (at least 14 days) in advance of **your Vessel's** arrival at yard or commencement of works
- provide **us** with confirmation that the primary contractor (and any sub-contractors) hold current and operative liability insurance of up to at least the **sum insured** of the **Vessel**
- on request provide a copy of the relevant valid insurance certificate or other evidence of cover satisfactory to **us**
- not agree to any contractual exclusion(s), or limitation of liability or waiver or other limitation which affects **our** subrogated rights of recovery.

We may then alter the terms of **your** policy, or **we** may be unable to continue insuring **your Vessel**. Examples of situations where **we** may be unable to continue cover include, but are not limited to:

- where the primary contractor, yard or other contractor does not hold adequate liability cover for the works being undertaken
- where the primary contractor, yard or other contractor impose contractual exclusion(s) or limitation(s) of liability or a waiver or other limitation in respect of **our** subrogated rights of recovery.

Transfer of ownership

This policy is non-transferable. 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 of sale or transfer.

Exclusions which apply to the whole of this policy

The following exclusions apply to the whole policy unless cover has been specifically extended otherwise by an endorsement to **your** policy and shown in **your** schedule.

We will not pay for any claims arising from:

- 1 war, invasion, acts of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
- 2 **terrorism**
- 3 any chemical, biological, bio-chemical or electromagnetic weapon
- 4 ionising radiations or contamination by radioactivity from any irradiated fuel or from any nuclear waste from the combustion of nuclear fuel; or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component
- 5 loss or damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
- 6 any loss, damage or liability caused by or happening through riot or civil commotion outside the **United Kingdom**
- 7 wilful misconduct or acts of recklessness by **you** or other persons in control of the Craft including, not limited to, conduct when under the influence of alcohol or drugs and any punitive or exemplary damages and criminal prosecution or defence costs.
- 8 any **incident** that occurs outside the period of insurance
- 9 the **Vessel** operating outside the cruising range shown in the schedule unless it is either in distress, or at the request of an official/national body or going to the aid of another craft
- 10 hire, charter, reward, letting, bed and breakfast or any other commercial activity
- 11 the **Vessel** being stranded, sunk, swamped or breaking adrift whilst **unattended** except on a **recognised mooring**
- 12 loss or damage caused by the **Vessel** being in an **unseaworthy** condition
- 13 capture, seizure, arrest, restraint or detainment
- 14 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

- 15 criminal acts, deception, deliberate acts or omissions by an **insured person** or anyone acting on **your** behalf
- 16 fines, penalties or punitive damages
- 17 malicious computer codes
- 18 the **Vessel** or **tender** undertaking towage or salvage services under a pre-arranged contract. The **Vessel** or **tender** may assist craft in distress
- 19 the **Vessel** being used for the purpose of circumventing a country's border controls
- 20 Non-standard use of **your Vessel** unless it is noted in **your** schedule or amended by endorsement where **Your Vessel** is used:
 - for hire or charter;
 - for anything except **your** own private pleasure;
 - as a Houseboat;
 - outside the cruising limits shown in **your** policy (however **you** may travel outside of **your** cruising limits if **you** are forced to by the weather, any form of danger or an order of Government or legal authority);
- 21 loss, damage, liability or expense directly or indirectly caused by or contributed to, by, or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- 22 Coronavirus exclusion any claim in any way caused by or resulting from:
 - Coronavirus disease (COVID-19);
 - Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
 - any mutation or variation of SARS-CoV-2;
 - any fear or threat of any of the above.

23 Sanction Limitation and Exclusion

Your Insurers shall not be deemed to provide any cover and shall not be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Your** Insurers to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

Making a claim

To make a claim or report an **incident**, please contact **your** insurance broker or contact **us** at:

Email: claims@navandgen.co.uk

Telephone: 01273 863 450

Post: C/O Apogee, 6-8 Bonhill Street, London, EC2A 4BX

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.

If **you** need to make a claim under **your** policy, **we** will be able to advise **you** on policy cover and agree with **you** how best to resolve the situation swiftly and to **your** satisfaction.

Claims conditions which apply to the whole policy

- 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.

How we settle your claim

- 1 Payments under this policy are subject to the policy terms, conditions and exclusions.
- 2 In the event of a **total loss**, **we** will not pay for unrepaired damage.
- 3 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**.
- 4 **We** will pay the reasonable cost of replacement or repair, less the **excess**.
- 5 In the event of a claim under more than one section of this policy, the highest **excess** will apply.
- 6 The **excess** will not apply if the **Vessel** is a **total loss**, where Marina Benefits apply or if otherwise waived in the policy.
- 7 For **leased equipment**, any settlement for loss or damage shall be the lesser of **your** contractual liability for the item or its replacement value.
- 8 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** pay for recovery and repair combined shall not exceed the **sum insured**.
- 9 **We** will pay the reasonable cost of replacement or repair (up to the **sum insured**), although it may not be possible for the appearance and the condition of the **insured property** to be the same as prior to the claim.
- 10 **We** will not pay for a reduction in the **Vessel's** market value after repair or replacement.
- 11 If **you** choose not to repair or reinstate a loss, **we** will only pay **you** the reduction in market value or the cost of reinstatement, whichever is the lesser figure.
- 12 Following the theft of an outboard motor, the policy **excess** will be doubled if the serial number cannot be provided.
- 13 Following the theft of a **tender**, the policy **excess** will be doubled if a permanent unique identifier cannot be provided.
- 14 In the event of loss or damage to sails, running rigging, protective covers, canopies, side screens, **personal effects**, unspecified **tender(s)** 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%.

- 15 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%.
- 16 **We** retain the option to decide where the repairs are carried out and may require a number of quotations.
- 17 In no event shall the total of all payments exceed the **sum insured** for the **insured property**, except any claim where the Replacement **Vessel** endorsement applies.

Navigators & General

C/O Apogee, 6-8 Bonhill Street, London, EC2A 4BX

E: enquiries@navandgen.co.uk T: 01273 863400 W: www.navandgen.co.uk

Navigators & General administer your policy on behalf of HCC International Insurance Company plc ('HCCII'), trading as Tokio Marine HCC.

Navigators & General is a trading name of Geo Underwriting Services Limited authorised and regulated by the Financial Conduct Authority. FCA Register Number 308400. Registered Address: 2 Minster Court, Mincing Lane, London, United Kingdom, EC3R 7PD. Registered in England and Wales. Company Number: 4070987.

HCC International Insurance Company plc ('HCCII'), trading as Tokio Marine HCC. HCCII is registered in England and Wales (Company Reg No: 01575839) with registered office at The St Botolph Building, 138-139 Houndsditch, London, EC3A 7BT. HCCII is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority Firm Registration Number 202655).

