



Elite Rowing Scheme

Boats and Equipment Policy



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Introduction

This is **your** Elite Rowing Scheme – Boats and Equipment Policy, explaining **your** insurance protection in detail. Please read it carefully and keep it in a safe place.

Please check **your** policy **Schedule** to ensure that the details **we** hold are correct.

If after reading **your** policy **you** have any questions or need to make any amendments, please contact Advisory Insurance Brokers Limited as soon as possible:



Towergate Insurance Brokers, Wharf House, Medway Wharf Road, Tonbridge, Kent TN9 1RE



Tel: 01732 228 711



Email: chris.moon@towergate.co.uk



Website: www.rowinginsurance.co.uk

Your Elite Rowing policy

This policy is a contract between **you** and **us**.

This policy and any **Schedule**, **Endorsement** and certificate should be read as if they are one document.

We will insure **you** under those sections stated in the **Schedule** during any **Period of Insurance** for which **we** have accepted **your** premium. **our** liability will in no case exceed the amount of any sum insured or limit of indemnity stated in this policy, the **Schedule** or any **Endorsement** to this policy.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any amendments thereto or re-enactment thereof.

Any heading in this policy is for ease of reference only and does not affect its interpretation.

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

This policy has been arranged by Towergate Insurance Brokers and 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 boats and equipment or for things wearing out, breaking down or failing because of lack of maintenance.

Cancellation

Cancellation Rights – You

You may cancel **your** policy at any time. If **you** decide that **you** do not want to accept the Policy (or any subsequent renewal of the Policy by **us**), please return it to **us** (or Towergate Insurance Brokers **your** insurance intermediary) together with the **Schedule** of Insurance using the contact details provided on the covering letter within 14 days of receiving it (or for renewals, within 14 days of **your** policy renewal date). **We** will only charge **you** on a pro rata basis for the time **we** have been on cover subject to a minimum premium of £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

Cancellation Rights – Us

This insurance may be cancelled at any time by Navigators & General giving 30 days notice in writing by pre-paid letter post properly addressed to the last known address of the **Policyholder**. Subject to no claims having been made during the **Period of Insurance**, **you** will be entitled to a pro-rata return of premium. Subject always to a minimum retained premium of £50 plus insurance premium tax. **We** reserve the right to cancel this policy from the due date in the event of non-payment of the premium.

Governing Law/Communication Language

Your policy is governed by the law that applies to where **you** reside within the **United Kingdom**. If there is any disagreement about which law applies, English Law will apply. **You** agree to submit to the exclusive jurisdiction of the courts in England and Wales. Unless agreed otherwise, **we** will communicate to **you** in English.

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

To review the **Data** policy of HCC International Insurance Company plc go to www.tmhcc.com/en/legal/privacy-policy

or email

DPO@tmhcc.com

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 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** broker as they will generally be able to provide **you** with a prompt response to **your** satisfaction.

Your Broker's details are:

Wharf House
Medway Wharf Road
Tonbridge
Kent
TN9 1RE

Tel: 01732 228 711

Email: chris.moon@towergate.co.uk

Website: www.rowinginsurance.co.uk

If **you** are unhappy with any element of the claims process **we** provide please contact Navigators & General:

Email: claims@navandgen.co.uk

Telephone: 01273 863450

Post: C/O Nimbus House, Liphook Way, Maidstone, Kent, ME16 0FZ

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 on www.fscs.org.uk or by contacting the Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY, telephone: 0800 678 1100 or +44 (20) 7741 4100.

Definitions

The words set out below will, wherever they appear in this policy, have the following meanings:

Agreed Value

This is the amount shown in the **Schedule** which represents the value of the boats as declared by **you** and agreed by **us**.

Anti Theft Device

A device sold and marketed as a secure method of preventing theft or another security method approved in writing by **us**.

Claims Excess

The amount shown in the **Schedule** for which **you** are responsible. No **Claims Excess** applies in the event of **Total Loss** or to any Legal Liability claim under the policy.

Claims Franchise

The minimum amount of financial loss as shown on the **Schedule**, which must be attained before Navigators & General are liable to meet a claim. Once the amount of the **Claims Franchise** is exceeded Navigators & General will pay the full amount of the claim provided that the claim is covered by the terms of **your** policy. The **Claims Franchise** does not apply to any boats or equipment, which are insured against **Total Loss** Only. The **Claims Franchise** does not apply to any legal liability claim under the policy.

Data

Data of any sort whatever, including without limitation tangible or intangible **Data**, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

Employee

Any natural person who is:

- a) under a contract of service or apprenticeship with **you**
- b) under a work experience or similar scheme
- c) hired or borrowed by **you** from another employer

and working for **you** in connection with the business while under **your** direct control or supervision.

Endorsement

A variation to the terms of the policy.

Injury

Bodily **Injury**, illness or disease (including death).

Period of Insurance

The period shown on the **Schedule** or as subsequently amended by **Endorsement**.

Policyholder/You/Your

Those Insured who are the person(s) and/or club, school or college stated in the **Schedule**. Including all members, officials of any parent organisation and/or safety officers, coaches, helpers and those using the boats and equipment with the permission of the person(s) and/or club, school or college.

Schedule

Details of the **Policyholder**, the **Period of Insurance**, the boats and equipment insured, the **Territorial Limits** covered by the policy, the Sums Insured, the applicable **Claims Franchise** or **Claims Excess** and premium.

Subject Matter Insured

The boats and equipment stated in the **Schedule**.

Territorial Limits

Inland and Territorial Waters of the **United Kingdom** and the **Continent of Europe** unless otherwise stated.

Continent of Europe

All countries on the landmass of Europe and islands offshore, which are considered as being in Europe and including the whole of Scandinavia and the Republic of Ireland.

United Kingdom

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

Total Loss

- a. An actual **Total Loss** arises where the boats and equipment are wholly destroyed or stolen and not recovered.
- b. A constructive **Total Loss** arises where the boats and equipment are beyond economic repair or recovery, where the cost of repair or recovery would exceed the amount stated in the **Schedule** as the sum insured.

We/Us/Our

Geo Underwriting Services Limited Trading as Navigators & General who arrange on behalf of HCC International Insurance Company Plc ('HCCII') Trading as Tokio Marine HCC.

Section 1 – Loss or damage to boats and equipment

Your policy covers boats and equipment described in the **Schedule** against all risks of accidental loss or damage from an external cause except as stated elsewhere in the policy.

What We Will Pay:

1. **We** will pay for the amount of the damage and in the event of a **Total Loss We** will pay up to the **Agreed Value** of the boats and equipment.
2. The amount payable in respect of claims for unrepaired damage shall be the reduction in the market value of the boats and equipment at the time of the damage, but not exceeding the reasonable cost of repair. In no case shall **we** be liable for unrepaired damage in the event of a subsequent **Total Loss**.

Exclusion to Section 1

Your policy does not cover:

1. wear, tear, depreciation or gradual deterioration.

Clauses applicable to Section 1

1. Road transit

This insurance includes boats and equipment in transit by road, rail or transit on a 'roll-on, roll-off' vehicle ferry within the **United Kingdom** and the **Continent of Europe** including loading and unloading.

Provided always that the boat:

1. is secured with suitably strong safety lines or straps. The kind of lines or straps that do not break or come undone when being used and properly secures the boat to the conveyance
2. if being carried on a vehicle roof rack that a front safety line or strap is run from the front of the boat to the tow ring or bumper at the front of the vehicle.

This extension does not cover:

1. scratching, bruising and/or denting and the cost of consequent repairing or revarnishing
2. the first £500 of any claim caused by the failure of the safety lines or straps.

2. Towing on water Claims Excess

£500 **Claims Excess** will apply to all claims for damage to boats being towed by another craft on water.

3. Accompanying motor propelled craft

Boats, the property of the Insured, with a design speed in excess of 17 knots, are excluded unless in use to accompany rowing boats during their normal operations.

4. Outboard engines

This Section covers accidental damage including dropping off or falling overboard of outboard engines. Theft is included provided that at the time of the theft the outboard engine is securely locked to the boat by an **Anti-Theft Device** in addition to its normal method of attachment or the theft follows upon forcible entry into the place of storage or repair.

5. Trailer

Where any trailer insured by this policy is usually kept outside and not in a locked secure compound, the trailer is to be secured by a locked wheel clamp and/or a proprietary hitch lock.

6. Boats on storage racks outside

Where any boat is left outside on a storage rack, whether a permanent rack or otherwise, it shall be secured by at least two suitably strong safety lines or straps preventing it from becoming dislodged by adverse weather conditions or otherwise.

7. Trestles

When trestles are used to support a boat, they are required to be in a fit state of repair and adequate for the purpose intended.

Provided always that the boat must not be left:

1. unsecured when on trestles
2. on trestles outside, overnight.

8. Pairs of blades

Where the **Subject Matter Insured** includes pairs of blades, it is agreed that in the event of **Total Loss** of one blade from a pair of blades and a matching replacement blade is unavailable, then the pair of blades will be considered a **Total Loss** and **we** will pay the sum insured of the pair of blades or replacement price whichever is the less.

You must clearly mark all pairs of blades so as to be easily identified as **your** property.

9. Boats and equipment insured for Total Loss

In respect of boats and equipment insured for **Total Loss** cover, as stated in the **Schedule**, the **Claims Franchise** or **Claims Excess** does not apply.

10. Loaned or Hired-In Boats and Equipment Extension – up to 15 days

Including boats and equipment on loan or hired-in to **you** for up to 15 consecutive days:

1. at no additional premium.

Definition

Confirmation period

Confirmation Period shall mean, 15 days from the date the boats and equipment become **your** responsibility.

Provided always that notice is received within the Confirmation Period by Towergate Insurance Brokers and includes:

1. the dates when **your** responsibility attaches and ceases
2. the sum insured of the boats and equipment.

11. Loaned or hired-in boats and equipment extension – greater than 15 days

Including boats and equipment on loan or hired-in to **you**:

1. for the period stated on the **Endorsement**
2. at the additional premium charged for the whole loan or hired period.

Definition

Confirmation period

Confirmation period shall mean, 15 days from the date the boats and equipment become **your** responsibility.

Provided always that notice is received within the confirmation period by Towergate Insurance Brokers and includes:

1. the dates when **your** responsibility attaches and ceases
2. the sum insured of the boats and equipment.

Section 2 – Liabilities to third parties

We agree to indemnify **you** for sums which **you** may become legally liable to pay as damages, by reason of **your** interest in the **Subject Matter Insured** in respect of:

1. accidental damage to any other vessel or property whatsoever
2. accidental **Injury** to any person other than an **Employee**

in addition **we** agree to pay, provided that **our** prior written consent has been obtained:

1. the legal costs incurred by the **Policyholder** or which the **Policyholder** may be compelled to pay in contesting liability
2. the costs for representation at any coroner's inquest or fatal accident inquiry

occurring during the **Period of Insurance**.

Limit of liability:

Our liability under Section 2 shall not exceed the limit shown on the **Schedule** in respect of any one accident or series of accidents arising out of the same event plus all legal costs incurred with **our** prior consent.

Extensions

Persons navigating with the permission of the Insured Clause

Including the **legal liability** of persons in charge of the Insured boat with **your** permission.

Provided always that the policy excludes persons acting as part of their business or profession.

Member to member clause

If the **Policyholder** comprises of more than one party **we** will indemnify each party as though a separate policy had been issued to each of them.

Preventing or minimising a loss extension

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

Exclusions applicable to Section 2

This policy does not cover any liability cost or expense arising out of:

1. any person engaged in water skiing or aquaplaning, while being towed by the boat or preparing to be towed or until safely on board or ashore
2. any person engaged in a sport or activity, other than rowing or sculling, canoeing, punting, dragon boating, whilst being towed by a boat or preparing to be towed or after being towed until safely on board or ashore
3. the boat or equipment being towed by a motor vehicle
4. any liability, cost or expense arising out of loss of life, personal **Injury**, illness or disease which is insured by any other policy, current at the time of the incident, giving rise to the claim (including but not limited to insurance cover granted with current registration or affiliation to British Rowing or other sports organisations, as appropriate) is excluded except to provide indemnity for any excess beyond the amount which is, or would, but for the existence of this insurance be payable and then only for an amount not exceeding the Limit of Indemnity set out in the **Schedule**
5. liability directly or indirectly caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives
6. liability arising out of any actual (or alleged) unauthorised acts (including malicious acts) which results in access to, disruption of, or any failure of any computer or other equipment or component or system or item which processes, stores, transmits or receives **Data**.

General conditions applying to all sections

1. **Your** are required to take all reasonable precautions to maintain the insured boats and equipment in good order.
2. All Registered or Affiliated Members of British Rowing or other sports organisations are to comply in full with the requirements of the sports organisations – Water Safety Code and/or any guidance or special rules laid down by the controlling authority for the waters being used.
3. All non-registered or non-affiliated members of sports organisations must comply with any guidance or special rules laid down by the controlling authority for the waters being used. Failure to comply in full may invalidate a claim or claims arising due to failure to comply.
4. No interest or transfer of interest or assignment of **your** policy will be recognised by **us** unless such interest or assignment of interest is agreed and endorsed on the policy.
5. If, at any time of any incident (other than involving any liability, cost or expenses arising out of loss of life, personal **Injury**, illness or disease), which results in a claim under **your** policy there is other insurance covering the same loss or damage, **we** will pay only **our** share of the claim.
6. **You** must inform Towergate Insurance Brokers immediately if any boat and equipment is sold or transferred to a new ownership.
7. a) At inception and renewal of this policy and also whenever changes are made to it at **your** request **you** must:
 - i) where **you** have taken out this policy for purposes which are wholly or mainly related to **your** trade, business or profession, disclose to **us** all material facts in a clear and accessible manner and not misrepresent any material facts; and
 - ii) where **you** have taken out this policy for purposes which are wholly or mainly unrelated to **your** trade, business or profession, take reasonable care not to misrepresent any material facts.b) If **you** do not comply with clause a) of this condition and the non-disclosure or misrepresentation by **you** is proven by **us** to be deliberate or reckless **we** may:
 - i) void this policy which means that **we** will treat it as if it had never existed and refuse all claims in which case **we** will not return the premium paid by **you**; and
 - ii) recover from **you** any amount **we** have already paid for any claims including costs or expenses **we** have incurred.c) If **you** do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this policy may be affected in one or more of the following ways depending on what **we** would have done if **we** had known about the facts which **you** failed to disclose or misrepresented:
 - i) if **we** would not have provided **you** with any cover **we** will have the option to:
 - 1) avoid the policy which means that **we** will treat it as if it had never existed and repay the premium paid; and
 - 2) recover from **you** any amount **we** have already paid for any claims including costs or expenses **we** have incurred
 - ii) if **we** would have applied different terms to the cover **we** will have the option to treat this policy as if those different terms apply. **We** may recover any payments made by **us** on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
 - iii) if **we** would have charged **you** a higher premium for providing the cover **we** will charge **you** the additional premium which **you** must pay in full.d) Where this policy provides cover for any person other than **you** and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession **we** will not invoke the remedies which might otherwise have been available to **us** under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than **you**.

Provided always that if the person concerned or **you** acting on their behalf makes a careless misrepresentation of fact **we** may invoke the remedies available to **us** under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

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

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

If **you** do not notify **us** of any such change **we** may exercise one or more of the options described in clauses c) i), ii) and iii) of condition 7 but only with effect from the date of the change in circumstances or material facts.

Changes in information

We need to be informed of include, but are not limited to, the following examples and apply equally to all persons covered under the policy:

- accidents (fault or non-fault) whether or not resulting in a claim
- thefts (of or from **your** boat)
- convictions or pending prosecutions for any criminal offence
- change of **your** address or where **your** boat is kept or moored
- make and/or model of the boat
- use of the boat
- modifications to **your** boat
- any health matters affecting ability to operate **your** boat.

9. If **you** or anyone acting on **your** behalf:

- a) makes a fraudulent or exaggerated claim under this policy; or
- b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
- c) makes a false statement in support of a claim whether or not the claim is itself genuine; or
- d) submits a claim under this policy for loss or damage which **you** or anyone acting on **your** behalf or in connivance with **you** deliberately caused; or
- e) realises after submitting what **you** reasonably believed was a genuine claim under this policy and then fails to tell **us** that **you** have not suffered any loss or damage; or
- f) suppresses information which **you** know would otherwise enable **us** to refuse to pay a claim under this policy

We will be entitled to refuse to pay the whole of the claim and recover any sums that **we** have already paid in respect of the claim.

We may also notify **you** that **we** will be treating this policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.

If **we** terminate this policy under this condition **you** will have no cover under this policy from the date of termination and not be entitled to any refund of premium.

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

General exclusions applying to all sections

Your policy does not cover:

1. wilful misconduct or acts of recklessness by **you** or other persons in control of the insured boats and equipment including, but not limited to, conduct when under the influence of alcohol or drugs
2. claims arising to any boats and equipment whilst hired out to others
3. liability accepted by agreement or contract, unless the liability would have otherwise existed
4. any loss, damage, liability, cost or expenses of whatsoever nature directly or indirectly caused or caused by or happening through or in connection with any act of Terrorism;
5. any loss of or damage to **your** Insured Property or additional expense following on from the event for which **you** are claiming or any **legal liability** directly or indirectly caused by or contributed to or arising from:
 - 5.1 ionising radiations or contamination by radioactivity from any irradiated fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - 5.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component
6. loss or damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
7. any theft, loss, damage or liability caused by or happening through war, invasion, acts of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
8. any loss, damage or liability caused by or happening through riot or civil commotion outside the **United Kingdom**
9. any punitive or exemplary damages and criminal prosecution or defence costs
10. outside the Cruising Limits shown in **your Schedule** (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)
11. Cyber Attack in no case shall this insurance cover 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.
12. pollution or contamination unless directly caused by a sudden identifiable, unintended and unexpected incident occurring entirely at a specific time and place during the **Period of Insurance**
13. changes in weight or performance of any boats and equipment whether before or after repair or replacement.
14. 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.
15. Coronavirus Exclusion any claim in any way caused by or resulting from:
 - i) Coronavirus disease (COVID-19);
 - ii) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
 - iii) any mutation or variation of SARS-CoV-2;
 - iv) any fear or threat of i), ii) or iii) above

Making a claim

To make a claim or report an incident, please contact Navigators & General using the details below.

Email: claims@navandgen.co.uk

Telephone: 01273 863 450

Post: Navigators & General, C/O Nimbus House, Liphook Way, Maidstone, Kent, ME16 0FZ

They will need to know:

- **your** name and address
- the place where and when the loss or damage occurred
- what caused the loss or damage
- telephone numbers and/or address.

Conditions relating to all accidents and claims

1. **You** must tell **your** broker, Towergate Insurance Brokers immediately about any accidents, claims or legal proceedings in connection with this policy, but no later than 30 days after any loss, damage or incident and give **us** all the information and help **we** may need, including contact details of all witnesses, likely claimants and persons against whom any recovery might be made. **You** must send any writ, summons or comparable foreign documentation to **us** immediately it is received. **We** will decide how to settle or defend a claim, and may bring or defend proceedings in the name of any person covered by the policy, including proceedings for recovering any claim.
2. **You** must report any loss, theft, attempted theft or malicious damage to the Police immediately.
3. **We** will pay reasonable costs incurred by **you** in respect of official inquiries and/or coroners' inquests. **We** will also pay reasonable costs incurred by **you**, subject to **our** prior approval, for settling or defending any claim.
4. **We** retain the option to decide where the repairs are carried out and may require a number of quotations.
5. If **you** or anyone acting for **you** makes a claim under **your** policy knowing the claim to be dishonest or exaggerated in any respect, **we** will not pay the claim and all cover under the policy will cease immediately.

We reserve the right to notify the Police of any such claims.

Arranged by Towergate Insurance Brokers.

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Navigators & General

Post: Navigators & General, C/O Nimbus House, Liphook Way, Maidstone, Kent, ME16 0FZ
E: enquiries@navandgen.co.uk **T:** 01273 863400 **Fax:** 01273 863401 **W:** www.navandgen.co.uk

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