

# 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 Towergate Underwriting Group Limited as soon as possible:

Towergate Insurance, 26-28 Pembroke Road, Sevenoaks, Kent TN13 1XR

Tel: 01732 228 711

Email: [rowing@towergate.co.uk](mailto:rowing@towergate.co.uk)

Website: [www.rowinginsurance.co.uk](http://www.rowinginsurance.co.uk)

The policy is arranged by Towergate Insurance. The policy is underwritten by Navigators and General, a trading name of Zurich Insurance plc.

# Data protection statement

## Who controls your personal information

This notice tells you how Zurich Insurance plc ('Zurich'), as data controller, will deal with your personal information. Where Zurich introduces you to a company outside the group, that company will tell you how your personal information will be used.

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

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

## What personal information we collect about you

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

We will only collect personal information that we require to fulfil our contractual or legal requirements unless you consent to provide additional information. The type of personal information we will collect includes: basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

If you give us personal information on other individuals, this will be used to provide you with a quotation and/or contract of insurance and/or provision of financial services. You agree you have their permission to do so. Except where you are managing the contract on another's behalf, please ensure that the individual knows how their personal information will be used by Zurich. More information about this can be found in the 'How we use your personal information' section.

## How we use your personal information

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

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

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

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

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

### **Who we share your personal information with**

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

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

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

- regulatory and legal bodies
- central government or local councils
- law enforcement bodies, including investigators
- credit reference agencies
- other insurance companies.

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

- anonymised data – data encrypted to make it anonymous, which protects an individual's privacy by removing personally identifiable information

- pseudonymised data – personally identifiable information replaced with a pseudonym to make the data less identifiable, such as replacing a name with a unique number
- aggregated data – similar groups of data, such as age, profession or income which are expressed as a summary for statistical analysis.

### **How we use your personal information for websites and email communications**

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

We use cookies and/or pixel tags on some pages of our website. A cookie is a small text file sent to your computer. A pixel tag is an invisible tag placed on certain pages of our website but not on your computer. Pixel tags usually work together with cookies to assist us to provide you with a more tailored service. This allows us to monitor and improve our email communications and website. Useful information about cookies, including how to remove them, can be found on our websites.

### **How we transfer your personal information to other countries**

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

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

## How long we keep your personal information for

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

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

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

## Your data protection rights

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

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

- to access your data (by way of a subject access request)
- to have your data rectified if it is inaccurate or incomplete
- in certain circumstances, to have your data deleted or removed
- in certain circumstances, to restrict the processing of your data
- a right of data portability, namely to obtain and reuse your data for your own purposes across different services
- to object to direct marketing

- not to be subject to automated decision making (including profiling), where it produces a legal effect or a similarly significant effect on you
- to claim compensation for damages caused by a breach of the data protection legislation
- if we are processing your personal information with your consent, you have the right to withdraw your consent at any time.

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

## What happens if you fail to provide your personal information to us

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

# Important notes

## Fraud prevention and detection

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

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

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

## Claims history

We may pass information relating to claims or potential claims to the Claims and Underwriting Exchange Register (CUE), where the data is controlled by the Motor Insurers' Bureau, and other relevant databases.

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

This helps to check information provided and prevent fraudulent claims.

# Our complaints procedure

## Our commitment to customer service

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

## Who to contact in the first instance

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

Your Broker's details are:

Towergate Insurance  
26-28 Pembroke Road  
Sevenoaks  
Kent TN13 1XR

Tel: 01732 228 711

Fax: 0844 892 1301

Email: [rowing@towergate.co.uk](mailto:rowing@towergate.co.uk)

Website: [www.rowinginsurance.co.uk](http://www.rowinginsurance.co.uk)

## Many complaints can be resolved within a few days of receipt

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

## Next steps if you are still unhappy

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

You can also contact them as follows:

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

Telephone: 08000 234567 (free on mobile phones and landlines)

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

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from 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](http://www.fscs.org.uk) or by contacting the FSCS directly on 0800 678 1100.

# 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.

## Cancellation Rights – You

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 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 and 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.

## 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 and General are liable to meet a claim. Once the amount of the Claims Franchise is exceeded Navigators and 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**

Navigators and General.

# 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 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 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. You 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 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) avoid 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.

10. Notwithstanding any other terms of this Policy We will be deemed not to provide cover nor will We make any payment or provide any service or benefit to You or any other party to the extent that such cover, payment, service, benefit and/ or any business or activity of Yours would violate any applicable trade or economic sanctions law or regulation.

# 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. loss or damage or expense caused by:
  - a. war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, capture, seizure, arrest, restraint or detainment (barratry and piracy excepted) and the consequences thereof or any attempt thereat, derelict mines, torpedoes, bombs or other derelict weapons of war
  - b. any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, ionising radiations from or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
  - c. any chemical, biological, bio-chemical or electromagnetic weapon
5. 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
6. changes in weight or performance of any boats and equipment whether before or after repair or replacement.

# Making a claim

To make a claim or report an incident, please contact Towergate Insurance on the number below.

01732 228 711

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 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.

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**Navigators & General – Brighton**

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**Underwritten and administered by Navigators & General**

**Navigators & General is a trading name of Zurich Insurance plc**

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