


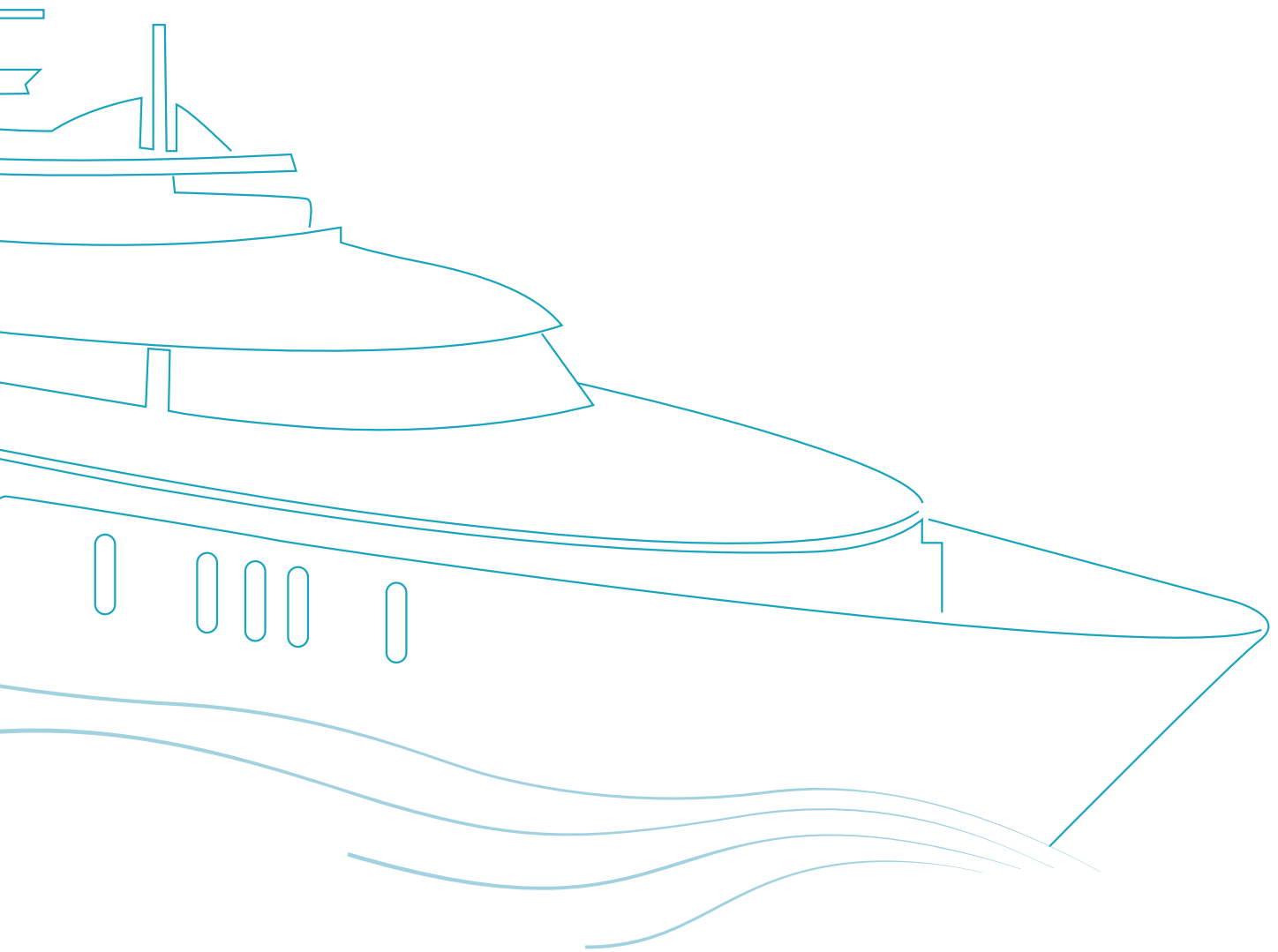


NAVIGATORS  
& GENERAL

*A member of the  Zurich Financial Services Group*

# Prestige

## Yacht and Motorboat policy



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# Thank you for choosing Navigators and General for your yacht insurance

We have been at the forefront of pleasure boat insurance for over 90 years. As such, we understand that offering the right insurance to our customers is about more than comparing premiums and cover it's also about choosing a company that appreciates the differing needs of boat owners. With our wealth of experience, you can be assured of a personal and professional service.

## Governing Law

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

## Relevant to the entire policy

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

You must tell us immediately if at any time any of the information on which this insurance is based is incorrect or changes for example if you change your vessel, permanent mooring or usage or anyone covered by this policy is convicted of an offence. Failure to do so may result in your insurance no longer being valid and claims not being met. If in doubt about any change, please let us know. The changes, if accepted by us, will apply from the date indicated on your updated schedule. In this case we will be entitled to vary the premium and terms for the rest of the period of insurance. You should keep a record (including copies of letters) of all information supplied to us in connection with this insurance.

If you fail to pay your premium we will refuse your claim or take the balance of any outstanding premium due to us from any claim payment we make to you. This may mean that we fulfil our obligations to any claim against your policy by a third party but seek full recovery of any sum made under your policy directly from you. This may include the instruction of solicitors or other recovery agents.

## How we will use your data

We hold your personal data in accordance with the Data Protection Act 1998. The information supplied to us by you may be held on computer and passed to other insurers for underwriting and claims purposes. You should show this to anyone whose personal data may be processed to administer this policy.

## Policy administration

In order to administer your insurance policy and any claims made under this policy we may share personal data provided to us with other companies within the Zurich Financial Services Group and with business partners including overseas companies. If we do transfer your personal data we make sure that it is appropriately protected.

## Claims history

Under the conditions of this policy you must tell us about any insurance related incidents such as fire, theft or an accident whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to the relevant database. We may search these databases when you apply for insurance, in the event of any incident or claim or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

## Fraud prevention and detection

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

- a) share information about **you** with other organisations including the police
- b) undertake credit searches
- c) check and share **your** details with fraud prevention and detection agencies.

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

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

Please contact **us** if **you** want to receive details of the relevant fraud prevention agencies.

**We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

**Our** intention is to provide the very best in cover to protect **your** vessel, along with the highest level of service. **We** take great care to ensure that **we** meet the exceptional standards **our** clients have come to expect.

At Navigators and General, **we** continually strive to enhance the quality of **our** service and products. **We** have a highly professional and dedicated team, with a wealth of specialist knowledge and experience. Navigators and General Insurance Company Limited is a member of the insurance-based financial services provider Zurich Financial Services Group (Zurich). Zurich has a global network of subsidiaries and offices in North America and **Europe** as well in Asia Pacific, Latin America and other markets. Founded in 1872, the Group is headquartered in Zurich, Switzerland. It employs approximately 55,000 people serving customers in more than 120 countries.

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

### If I take out cover but then change my mind, can I get my premium refunded?

If **you** cancel **your** policy within 14 days of receiving it (or for renewals, within 14 days of **your** policy renewal date), **we** will charge **you** on a pro rata basis for the time **we** have been on cover subject to a minimum premium of £50 (plus Insurance premium tax). If **you** cancel **your** policy after this period, **we** will give **you** a refund in proportion to the time left until **your** current period of insurance is due to expire.

## Definitions

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

In this policy the words '**you**', '**your**' and '**yours**' refer to the person or persons showing in the schedule as the insured. The words '**we**', '**us**' and '**our**' mean Navigators and General Insurance Company Limited.

## Definitions

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

**Commencement and End:** cover will commence at 0001 hours and end at 0000, unless otherwise agreed, on the dates shown in the schedule or renewal notice.

**Europe:** European Union member states as well as Croatia, Norway and Switzerland.

**Excess:** an amount to be deducted or collected in the event of any claim.

**In Commission:** when the **Vessel** is fitted out and ready for use.

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

**Loss or Damage:** accidental damage caused by forcible, violent or external means.

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

**Market Value:** the most likely sale price in a competitive and open market.

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

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

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

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

**Underwater Gear:** the **Vessel's** propulsion, stability and steering equipment that is under the water.

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

**Valuables:** Fine arts, antiques and musical instruments.

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

- her machinery and outboard motors not exceeding 40 hp unless otherwise shown in the schedule.
- tender(s) not exceeding 18 feet in length nor exceeding £5,000 in value unless otherwise shown in the schedule.
- gear and equipment that would normally be sold with the **Vessel**.
- personal water craft not exceeding £10,000 in total value unless otherwise shown in the schedule.

# Section A

## Accidental damage cover

### 1 What is covered:

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

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

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

### What you are not covered for:

- the **Excess** shown within the schedule except in the event of a **Total Loss**.
- wear, tear, depreciation or gradual deterioration.
- **loss or damage** to consumable stores.
- **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's moorings.
- sails split by the wind or blown away.
- the cost of making good any defect in repair or maintenance, resulting from work carried out by any person employed by you.
- replacing, repairing or renewing a faulty part, faulty design, faulty construction or defective materials.
- theft of outboard motors attached to the Vessel or her tender(s) unless it is securely locked by an anti-theft device, which prevents retaining bolts/clamps being undone, in addition to its normal method of attachment.
- theft of outboard motors unless you have safely recorded the serial number.
- theft from the interior of the Vessel unless violence and force are used to break into the Vessel or place of storage.
- theft of fixed gear and equipment from the exterior of the Vessel unless violence or force are used.

- a reduction in the Vessel's market value following repair, or loss of value, warranty coverage or rating.
- **loss or damage** to electrical equipment unless directly caused by a sudden identifiable, unintended and unexpected occurrence at a specific time and place during the period of insurance.
- failure, fault or breakage of electrical equipment.
- **loss or damage** resulting from electrolysis, osmosis or like conditions.
- damage sustained in consequence of insufficient packing of items dispatched to or by repairers or suppliers.
- frost, unless manufacturers recommendations have been followed.
- gradual incursion of water into the Vessel as a result of the Vessel not being watertight.
- **loss or damage** resulting from water gradually escaping from any fixed appliance or pipe.
- **loss or damage** resulting from contaminated fuel.

### Conditions which apply to Section A

- 1 We will pay the reasonable cost of repair for **loss or damage**. Reasonable replacement or repair to be considered sufficient, even if the appearance and the condition of the Vessel is not the same as prior to the claim.

In the event of a **Total Loss** or constructive **Total Loss**, we will either pay the **Agreed Value** of the Vessel or provide a replacement Vessel of a similar size and type. However, notwithstanding Condition 7, page 14, if a **Total Loss** occurs within two years of the completion of the Vessels manufacture we will pay for a new Vessel of the same make, model and specification or if the Vessel is no longer in production, a new Vessel of a similar model and specification.

The maximum amount **we** will pay in any circumstances is 120% of the amount shown in the schedule against the **Vessel**.

- 2 In no case will **we** pay for unrepaired damage in the event of a subsequent **Total Loss**.
- 3 In the event of **loss or damage** to the outboard motors **we** will pay the current replacement price less 10% per annum, up to a maximum deduction of 50%.
- 4 Other than as described in item 3 of this section, **we** will only make deductions for new replacing old in respect of sails, running rigging, protective covers, canopies, side screens, unspecified tenders or items or parts that are no longer available or legally compliant. Subject to a maximum one third deduction.
- 5 If **you** choose not to repair or reinstate a loss, **we** will only pay **you** the depreciation in **market value** or the cost of reinstatement, whichever is the lesser figure.

## 2 Motors and electrical machinery

### Additional cover – only to apply where the Vessel is less than 5 years old:

- **loss or damage** resulting from 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**.

## 3 Personal effects

### What is covered:

**loss or damage** to personal items, that do not form part of the **Vessel's** inventory, while used in connection with the **Vessel** and whilst in transit between **your home** and the **Vessel**. The maximum **we** will pay is the replacement cost of an item of a similar type, condition and age.

Up to an amount of £5,000 unless otherwise stated in the schedule.

### We will provide this cover for:

- **you**, **your** husband, wife or partner, children and permanent domestic staff who permanently live in **your** main home.

### What you are not covered for:

- the **Excess** shown within the schedule.
- **loss or damage** unless the **Vessel** has lockable storage.
- theft from an unattended motor vehicle unless the vehicle was securely locked and the personal items hidden from view.
- damp, mould, mildew, vermin and moth.
- mechanical or electrical failure or breakdown.
- **loss or damage** to computer equipment or computer software, mobile phones, jewellery, furs, photographic equipment, works of art and spectacles.
- 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.
- wear, tear, depreciation or gradual deterioration.
- any one item in excess of £1,000 unless agreed in writing by **us**.

#### 4 Preventing or minimising a loss

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

#### 5 Grounding

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

#### 6 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**.

#### 7 Medical expenses

We will pay necessary medical expenses incurred, following an accident, by **you** or any person on board the **Vessel** with **your** permission. The maximum amount payable for any one incident is £1,000. The policy **Excess** will not apply to this cover.

#### 8 Marina benefits

If a claim occurs whilst the **Vessel** is moored on a **marina** berth, we will not apply the **Excess**.

#### 9 Personal accident

##### Definitions:

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

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

**Permanent Total Disablement** means disablement, 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.

##### What is covered:

Personal accidents that, within 12 months of the event, are the sole and independent cause of subsequent disability.

#### Benefits

1 <b>Loss of Limb</b>	£15,000
2 <b>Loss of Sight</b>	£15,000
3 <b>Permanent Total Disablement</b>	£15,000

The overall limit is £60,000 for any one accident or event.

If any one accident or event involves 6 or more persons, the individual sums insured will be proportionally reduced, until the overall total does not exceed £60,000.

For persons aged under 16 or over 70 years at the time of the accident, the permanent total disablement benefit will not apply.

##### We will provide this cover for:

**You** and persons aboard the **Vessel** (including whilst embarking or disembarking) with **your** permission.

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

- a disease, physical defect, illness or injury which existed prior to the accident.
- consequential loss of any kind.
- pregnancy.
- suicide and deliberate self-injury.
- being under the influence of drink, drugs or solvent abuse.
- wilful exposure to needless risk.
- death.
- disablement to any person employed by **you** in any capacity whatsoever.
- disablement to any person whilst the **Vessel** is being used for purposes other than private and pleasure.

##### Conditions:

in the event of a claim no payment will be made without appropriate medical certification which **you** must submit together with any information, evidence or receipts that **we** ask for. These must be obtained at **your** expense.

- where necessary, the claimant must agree to a medical examination. **We** will pay the cost.
- no claim will be payable under more than one benefit in respect of any one accident.

## 10 Water skiing

We will cover liabilities to and of water skiers and wakeboarders being pulled by the Vessels tender/s.

The limit of indemnity for this cover is £1,500,000.

## 11 Emergency assistance

We will reimburse **you** for the reasonable costs **you** incur, not to exceed a total of £50,000, resulting from the following services to **your Vessel** if help is not available and **you** must obtain commercial assistance:

- towing to the nearest place where necessary repairs can be made.
- delivery of gas, oil, parts or loaned battery (excluding the cost of items themselves) or emergency labour, while away from safe harbour.

## 12 Uninsured owner or operator

### What is covered:

bodily injury aboard **your Vessel** that **you** are legally entitled to recover from an uninsured third party or a third party who cannot be identified.

### What you are not covered for:

- **loss or damage** caused by a **Vessel** that **you** have a financial interest in.
- **loss or damage** caused by a **Vessel** owned by a governmental agency or unit.

The maximum **we** will pay for any one incident is £150,000.

## 13 Loss of use

We will pay reasonable travel and accommodation expenses if it becomes necessary to terminate the voyage following:

- **loss or damage** to the **Vessel** covered by this policy, rendering the **Vessel** unseaworthy until repairs have been carried out provided

the **Vessel** will be out of use for a maximum of 7 days.

- illness or injury to anyone on board resulting in the **Vessel** having insufficient experienced crew provided it prevents that individual from sailing for a minimum of seven days.

The maximum amount payable for any one incident is £2,500.

## 14 Valuables

### What you are covered for:

- **loss or damage** to valuables whilst on board the **Vessel** including loading and unloading.

### We will provide this cover for:

- **you**, **your** husband, wife or partner, children and permanent domestic staff who permanently live in **your** main home.

### What you are not covered for:

- the **Excess** shown within the schedule.
- theft unless violence and force are used to break into the **Vessel** or place of storage.
- wear, tear and depreciation.
- **loss or damage** caused by insect, woodworm or vermin.
- **loss or damage** caused by frost, damp, corrosion, rust and any kind of rot, mould or fungus.
- mechanical or electrical fault or breakdown.
- any one item in excess of £10,000 unless previously agreed in writing by **us**.
- **loss or damage** in excess of £50,000 arising from any one event unless previously agreed in writing by **us**.
- **loss or damage** caused by changes in temperature or humidity.

## 15 Charter

The policy includes cover whilst the **Vessel** is being skipper chartered. **We** will pay for **loss or damage** when caused by a breach of the charter agreement by the charterer, provided it is committed without **your** consent, approval or knowledge.

## 16 Leased equipment

We will pay for **loss or damage**, covered by this insurance, to leased equipment and apparatus not owned by **you**, installed on the **Vessel**.

## 17 Premium rebate

A 5% premium rebate will be payable to **you** when this policy is renewed, providing claims, paid and outstanding, do not exceed 15% of the premium paid during the previous 12 months.

If this policy is renewed for 5 or more years, an additional 2.5% rebate will be payable to **you** at all subsequent renewals, provided claims do not exceed 15% of the premium paid during the previous 12 months.

## 18 Mopeds and motorcycles

Mopeds and motorcycles are covered for **loss or damage** whilst onboard the **Vessel**.

Items 19 War, 20 Racing and 21 Employers Liability will only apply where included in the schedule or you have written agreement from us.

## 19 War

### What is covered:

- war, civil war, conflict or commotion.
- 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 **Vessel** 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 **Vessel** 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**.

## 20 Racing

### What you are covered for:

- **loss or damage** whilst the **Vessel** is Racing.
- your legal liabilities whilst the **Vessel** is Racing.

### What you are not covered for:

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

## 21 Employers liability

If any person under a contract of service or apprenticeship with **you** sustains any bodily injury or disease caused during any period of insurance and arising out of and in the course of their employment by **you** in connection with the **Vessel**, we will indemnify **you** against all sums for which **you** will be liable in respect of any claim for damages for such injury or disease settled or defended with our consent. We will in addition pay the claimants' costs and expenses and be responsible for all costs and expenses incurred with our consent in defending any such claim for damages.

## Extensions

### 1 Work overseas

The insurance under this section will not apply to nor include liability in respect of any bodily injury or disease caused elsewhere than in the **United Kingdom** but this exclusion will not apply to employees temporarily employed elsewhere provided that the contract of service or apprenticeship was entered into in the **United Kingdom**.

### 2 Definitions of employee

For the purpose of this policy:

- a) any labour master or labour only subcontractor or persons supplied by any of them
- b) self employed persons
- c) persons under work experience schemes
- d) any person hired or borrowed by **you** from another employer

working for **you** in connection with the **Vessel** will be deemed to be employed by **you** under a contract of service or apprenticeship.

**You** must advise **us** if the total number of people employed increases during any period of insurance and agree to pay the appropriate additional premium amount.

### 3 Indemnity to directors and employees

Where specifically requested to do so by **you**, **we** will indemnify any director or **your** employee in respect of claims made against such director or employee subject to the terms and limitations of the section.

### 4 Indemnity to Principal

In the event of any claim in respect of which **you** would be entitled to receive indemnity under this section being brought or made against any Public or Local Authority or other Principal, **we** will indemnify the said Public or Local Authority or other Principal against such claim and/or any costs, charges and expenses in respect thereof.

### 5 Personal representatives

In the event of **your** death **we** will, in respect of the liability incurred by **you**, indemnify **your** personal representatives in the terms of and subject to the limitations of this policy, provided that such personal representatives will as though they were **you** observe, fulfil and be subject to the terms and exceptions of the policy so far as they can apply.

### 6 Solicitors fees

We will also pay solicitors fees incurred with **our** consent for:

- representation at any Coroner's Inquest or Fatal Inquiry in respect of any death
- defending in any Court or Summary Jurisdiction any proceedings in respect of any act or omission causing or relating to any event

which may be the subject of indemnity under this policy.

### 7 Indemnity to first aid and medical teams

This policy extends to indemnify any person under a contract of service or apprenticeship with **you**, whilst acting as a member of **your** first aid or medical arrangements (but excluding medical practitioners) in respect of liability for damages and legal costs to any other person under a contract of service or apprenticeship with **you** resulting from treatment given in connection with any bodily injury or disease sustained by such person and arising out of and in the course of the employment of such person by **you**.

### 8 Health and Safety at work Act 1974

This section, subject to its terms and limitations, extends to indemnify **you** or any director or anyone employed by **you**, in respect of legal fees or expenses including the costs of appeal against conviction reasonably incurred by the solicitor or firm of solicitors engaged with **our** consent to act for or on behalf of **you** or any director or anyone employed by **you** in their defence against a criminal charge brought under:

- a) Sections 36 or 37 of the Health and Safety at Work Act 1974 in respect of an offence as defined in Section 33 of the said Act

- b) Article 34 of the Health and Safety at Work (Northern Ireland) Order 1978 in respect of an offence as defined in Article 31 of the said Order

committed or alleged to have been committed during the period of insurance, including costs of prosecution awarded against such director or employee or **you** arising from such proceedings.

Provided always that:

- a) this extension will apply only to proceedings brought in the **United Kingdom**.
- b) we will be under no liability:
- i) where **you** or any director or employee is insured by any other policy.
  - ii) where the criminal charge is in respect of any deliberate or intentional criminal act by **you** or any director or employee.
  - iii) in respect of legal fees and expenses which **you** or any director or employee may be ordered to pay by a court of criminal jurisdiction in respect of the deliberate or intentional criminal act or omission of the director or employee.
  - iv) in respect of fines or penalties of any kind or the costs of appeal against improvement or prohibition notices.
  - v) for any part of the cost of any investigation or inquiry other than a solicitor's investigation restricted to a criminal charge as above defined.
- c) **you** or any director or employee will give to **us** immediate notice of any summons or other process served upon **you** or any director or employee and of any event that may give rise to proceedings against **you** or any director or employee.

#### 9 Unsatisfied court judgements

In the event of a judgement for damages being obtained by any employee or the personal

representative of any employee, in respect of bodily injury or disease of the employee caused during any period of insurance and arising out of and in the course of employment by **you** in connection with the **Vessel**, against any company or individual operating from premises within the **United Kingdom** in any court situated in the **United Kingdom** and remaining unsatisfied in whole or in part 6 months after the date of such judgement, **we** will pay to the employee or the personal representatives of the employee at **your** request the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided always that:

- there is no appeal outstanding
- if any payment is made under the terms of this Extension, the employee or the personal representatives of the employee will assign the judgement to **us**.

#### 10 Court attendance costs

In the event of any of the under mentioned persons attending court as a witness at **our** request in connection with a claim in respect of which **you** are entitled to indemnity under this policy, **we** will provide compensation to **you** at the following daily rates for each day on which attendance is required:

- a) any director or any of **your** partners £250.
- b) any employee £100.

Provided always that:

- a) **we** will not be liable unless **we** have the sole conduct and control of all claims covered by these Extensions.
- b) these Extensions will not apply to any liability which is covered by any other policy.

#### Exclusions applicable to Employers' Liability

This Section does not provide any indemnity in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Acts or any other Compulsory Road Traffic Legislation.

# Section B

## Liability to others

### 1 What is covered:

We will cover **your** legal liability, up to the limit stated within the schedule, to compensate other people if someone dies or is injured, or property is lost or damaged, as a result of **your** interest in the **Vessel**.

#### We will provide this cover for:

**You** and those in control of the **Vessel** with **your** permission.

#### What you are not covered for:

- liabilities whilst the **Vessel** is in transit by road.
- liabilities assumed under contract, incurred solely by an agreement entered into by **you**.
- accidents or illness to persons contracted by **you**, in any capacity whatsoever, in connection with the **Vessel**.

- liability to passengers or crew engaged in any underwater sport or activity, from the time of leaving the **Vessel** until safely within the **Vessel**.
- liabilities resulting from any accident whilst the **Vessel** is in the care, custody or control of any business, trade, profession or organisation.
- any activity, other than water skiing and wakeboarding, involving persons being pulled by the **Vessel** and/or tender(s) unless **you** have written agreement from **us**.

### 2 Removal of wreck

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

# Conditions which apply to the whole of this policy

- 1 Everyone covered by this policy must follow the policy terms and conditions.
- 2 This policy is non-transferable.
- 3 Should the **Vessel** be sold or transferred to new ownership or there is a change in interest, this policy will be cancelled from the relevant date.
- 4 **You** must at all times exercise due care and diligence and do all **you** reasonably can to prevent **loss or damage** to **your Vessel**.
- 5 Those in charge of the **Vessel** with **your** permission must have satisfied **you** of their competence, prior to **your** agreement.
- 6 If any claim is covered by another insurance, **we** will not pay the claim.
- 7 In no case will **we**, under any section, pay more than the sum insured shown against that item in the schedule.
- 8 If a claim is fraudulent or false in any way, **we** will not make any payment and the policy will be void. There will be no refund of premium.
- 9 In the event of a claim under more than one section of this policy, the highest **Excess** will apply.
- 10 No person who is not party to this policy, or to whom cover is not expressly extended, may enforce any term of this policy.
- 11 If **you** pay the premium to **us** using **our** Direct Debit instalment scheme **we** will have the right (which **we** may not use) to renew the policy each year and continue to collect premiums using this method. **We** may vary the terms of the policy (including the premium) at renewal. If **you** decide that **you** do not want **us** to renew the policy, as long as **you** tell **us** before the next renewal date, **we** will not renew it.  
  
**Our** right to renew this policy does not affect **your** cancellation rights detailed on page 4 and page 14, condition 13 of the policy.
- 12 Where an amount is given within this policy and the currency shown on the schedule is other than Sterling (£), the equivalent currency amount will apply.

## 13 Can I cancel the policy at any other time?

**You** have the right to cancel the policy at any time by telling **us** or **your** insurance advisor, either in writing or over the phone using the contact details set out in **your** covering letter.

### Can the Company cancel the policy at any other time?

**We** may cancel the policy by sending **you** thirty days' written notice to **your** last known address.

### We will not pay any refund:

If a **Total Loss** claim settlement has been paid or is in negotiation.

### If you have elected to pay your policy annually, but failed to pay your premium:

**We** may refuse **your** claim or take the balance of any outstanding premium due to **us** from any claim payment **we** make to **you**. This may mean that **we** fulfil **our** obligations to any claim against **your** policy by a third party, but seek full recovery of any sum made under **your** policy, directly from **you**. This may include the instruction of solicitors or other recovery agents; and **we** may cancel **your** policy by sending **you** thirty days notice to **your** last known address. This does not affect **our** right to collect any outstanding premium from **you**.

If **you** have elected to pay **your** policy monthly, but **you** have defaulted on a monthly payment, **we** further reserve the right to cancel **your** policy in the event that there is a default in instalment payments due under any associated Consumer Credit Agreement. However, **we** will send a letter to **your** last known address and give **you** 14 days' notice to pay the premium. If **you** fail to pay or choose to cancel **your** policy, **your** refund will be used to pay any sums due under any associated Consumer Credit Agreement.

- 14 If **you** fail to pay **your** premium **we** will refuse **your** claim or take the balance of any outstanding premium due to **us** from any claim payment **we** make to **you**. This may mean that **we** fulfil **our** obligations to any claim against **your** policy by a third party but seek full recovery of any sum made under **your** policy directly from **you**. This may include the instruction of solicitors or other recovery agents.

# Exclusions which apply to the whole of this policy

We will not pay for any claims arising from:

- 1 war, invasion, civil war, conflict or commotion.
- 2 **terrorism**, unless otherwise agreed in writing by **us**.
- 3 any chemical, biological, bio-chemical or electromagnetic weapon.
- 4 ionising radiation, radioactivity, nuclear fuel, nuclear waste or nuclear equipment.
- 5 wilful misconduct or acts of recklessness by **you** or other persons in control of the **Vessel** including, but not limited to, conduct when under the influence of alcohol or drugs.
- 6 any accident or incident that occurs outside the period of insurance.
- 7 the **Vessel** operating outside the cruising range shown in the schedule, unless **you** have written agreement from **us**.
- 8 hire, charter, reward or any other commercial activity, other than skipper charter, unless **you** have written agreement from **us**.
- 9 the **Vessel** being stranded, sunk, swamped or breaking adrift whilst unattended except on a recognised mooring or anchorage.
- 10 loss, damage or liability whilst **Racing** unless this is included in the schedule or **you** have written agreement from **us**.
- 11 **your** failure to maintain the **Vessel** in a seaworthy condition or in the case of a trailer, roadworthy condition.
- 12 capture, seizure, arrest, restraint or detainment.
- 13 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.
- 14 loss, damage or liability resulting from deception by **you**.
- 15 fines, penalties or punitive damages.
- 16 malicious computer codes.
- 17 the failure of a computer chip or computer software to recognise a true calendar date.
- 18 the **Vessel** undertaking towage or salvage services under a pre-arranged contract. However, the **Vessel** may assist or tow vessels in distress.
- 19 loss, damage or liability in respect of fire or explosion where the **Vessel** and/or tender is fitted with inboard machinery and the maximum design speed exceeds 20 m.p.h. or 17 knots, unless it is equipped with automatic fire extinguishing apparatus in the engine compartment.

# Concierge service

## What is covered

The Concierge service provides comprehensive support and solutions for challenges in everyday life. **Your** concierge provides access to a multi-lingual team of specialists who will be on hand to help with **your** requests whether they are standard or more complex.

Here are some examples of how the concierge service could help **you**:

- **Personal and business travel.** Flight prices are exhaustively checked and regular special offers/upgrades are possible on hotels and flights globally.
- **Travel.** Expert sourcing ensures that the concierge can arrange a memorable holiday or travel experience whatever **your** requirements.
- **Advice.** Help before **you** travel, if **you** lose **your** passport or traveller cheque's and require assistance with interpretation services, or simply want to find a berth for **your** yacht, help is always on hand.
- **Motor vehicles.** Reduction of up to 20% on retail price of new cars and reduced lead-times on most luxury cars. If **you** wish to hire cars the concierge can find the best deal for **you** when **you** reach **your** destination.
- **Home improvements.** From help during an emergency to home improvements through a national network of vetted and approved high quality tradesmen; many with preferential rates and service levels.
- **Restaurants.** The concierge can organise the best eating experiences and reservations, including advice on where to eat to meet **your** requirements, wherever **you** arrive in a marina or port.
- **Tickets.** Buying power of the concierge means **you** can obtain pre-booked or last minute availability to shows, concerts and sporting events at the best market prices.
- **Retail Inspiration.** The concierge takes the time to source the perfect item for every occasion from birthdays, Christmas, anniversaries or just pure retail therapy.

- **Event management.** From weddings to send-off parties the concierge can provide event management, suggestions or simply provide lists to help **you** make it a memorable occasion.

If **you** would like to discuss how **we** could save **you** time, money and energy, **you** may ring the Navigators & General Concierge Service helpline.

**Telephone inside the UK**  
**0207 479 2785**

**Telephone from outside the UK**  
**+44 207 479 2785**

A lifestyle manager will be available to look after all **your** needs 24 hours a day, every day of the year, throughout the period of insurance.

Ten Lifestyle Management Limited (Ten UK) are the third party **we** have appointed to manage this service. **We** will not be liable for any services provided to **you** by Ten Lifestyle Management Limited or any of their suppliers.

There will not usually be any charge for using the concierge service. However, occasionally services may incur additional charges, which will be agreed with **you** in advance. If **you** have a complaint about the Concierge Service please contact Ten UK directly.

The lifestyle management service is designed to provide comprehensive support and solutions for challenges in everyday life. The scheme is based on 'reasonable use' defined as up to 6 uses per customer per annum, thereafter Ten Lifestyle Management will reserve the right to charge for additional requests. Any charges will be agreed with **you** prior to being levied.

# How to make a claim

When **you** contact **us** about a claim on **01273 863450**, you will need to tell us:

- **your** name and address.
- the place where the **loss or damage** occurred.
- what caused the **loss or damage**.
- telephone numbers and/or address. Including witnesses and third parties, where known.

## Conditions relating to all accidents and claims

- 1 **You** must tell **us** immediately about any accidents, claims or legal proceedings in connection with this policy, and give **us** all the information and help **we** may need, including contact details of all witnesses, likely claimants and persons against whom any recovery might be made. **You** must send any writ, summons or comparable foreign documentation to **us** immediately it is received. **We** will decide how to settle or defend a claim, and may bring or defend proceedings in the name of any person covered by the policy, including proceedings for recovering any claim.
- 2 **You** must report any loss, theft, attempted theft or malicious damage to the police immediately.
- 3 **We** will pay reasonable costs incurred by **you** in respect of official inquiries and/or coroners' inquests. **We** will also pay reasonable costs incurred by **you**, subject to **our** prior approval, for settling or defending any claim.
- 4 **We** retain the option to decide where the repairs are carried out and may require a number of quotations.

# Our complaints procedure

We value the opportunity to investigate any concerns you may have about any aspect of our service and are committed to handling all complaints fairly, thoroughly and promptly.

## Who to contact in the first instance

In the first instance, if **you** have a complaint about **your** policy or claim, **you** should contact the insurance advisor acting for **you**, or **you** can contact **us** directly.

If **your** complaint is about:

- **your** policy, please call **us** on 01273 863400
- a claim, please call **us** on 01273 863450

Or if **you** prefer, **you** may write to **us**.  
The address to use is:

Navigators & General – Brighton  
PO Box 3707, SN4 4AX

## Next steps if you are not happy with the response provided

We are dedicated to **our** customers and seek to do what is right, however, sometimes **we** may not be able to reach an agreement with **you**. If this is the case, and **you** remain dissatisfied once **you** have received **our** response to **your** complaint, **we** will refer **your** complaint to **our** Customer Relations Team for a separate review. The Customer Relations Team will contact **you** to let **you** know they have received **your** complaint and when their review is complete, they will provide **you** with a final response on behalf of Zurich.

## Complaints procedure leaflet

A leaflet containing full details of **our** complaint procedure will be provided during the complaint handling process and is available on request.

## The Financial Ombudsman Service (FOS)

If we are unable to resolve your complaint to your satisfaction within eight weeks, or if you remain dissatisfied following receipt of our final response letter, you can ask the FOS to formally review your case. You must contact the FOS within six months of our final response. The FOS contact details are as follows:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

You can telephone on:

**08000 234 567** for people phoning from a “fixed line” (for example, a landline at home)

**0300 123 9 123** for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

Or e-mail:  
[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

This is a free and impartial service and will not affect your legal rights. You are entitled to contact the FOS at any stage of your complaint.

## The Financial Services Compensation Scheme

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 at [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS directly on 0800 678 1100.





**CommunityMark**  
developed by Business in the Community

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A public limited company incorporated in Ireland. Registration No. 13460.

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UK Branch registered in England and Wales Registration No. BR7985.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance plc is authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Services Authority.

Details about the extent of our regulation by the Financial Services Authority are available from us on request. FSA registration number 203093.

These details can be checked on the FSA's register by visiting their website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

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