

Marine combined overview

The full terms, conditions and exclusions are shown in the policy document.

The policy normally runs for 12 months and is renewable annually.

Type of insurance and cover

Provides cover for the main insurance needs of a business when relevant covers selected. A combination of Material Damage, Business Interruption, Employers' Liability, Public and Products Liability, Money, Goods in Transit, and Specified Items 'All Risks'.

Material Damage

This policy provides cover for a business's material property. The basic level of cover available:

'All Risks' – accidental loss, destruction or damage including all defined perils.

Optional subsidence cover, sprinkler leakage, glass and terrorism.

Business Interruption

Provides the business with financial compensation following an insured loss under the Material Damage cover and is designed to help the business return to a normal trading position as quickly as possible. Cover can be provided in conjunction with Material Damage or as part of our Combined policy.

Two basic levels of cover are available:

'All Risks' – accidental loss, destruction or damage including all defined perils.

Optional subsidence cover, sprinkler leakage, glass and terrorism.

Business Interruption Options

Cover available on the basis of:

- estimated gross profit
- estimated gross revenue
- estimated rent recoverable.

Employers' Liability

This policy protects companies against damages and legal costs that arise as a result of claims from employees suffering an injury or disease due to, and during, their employment.

Public and Products Liability

Cover is provided in respect of legal liability to pay compensation including legal costs for:

- accidental death or personal injury to any person excluding employees
- accidental loss or damage to third party material property.

Cover can be taken with or without liability for products supplied.

Marine Hull Material Damage

- Accidental loss, destruction or damage as per defined perils.

Defective Title

Cover is provided for vessels bought and sold without good title.

'Money'

This cover is provided for physical loss or damage of 'money' pertaining to the business, occurring within the UK.

Goods in Transit

This provides cover for property whilst in transit within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland to the limits selected by the customer.

Specified Items 'All Risks'

This policy provides cover for loss of or damage to items specified by the customer, cover can apply at specific premises only or within the territorial limits of the UK, EU or world-wide as requested.

The standard duration of this non-investment insurance contract is 12 months.

Significant features and benefits

Material Damage

- Architects', surveyors' and legal fees.
- Newly acquired items or alterations to existing items for up to 10% of the sum insured (maximum £500,000).
- Removal of debris including boarding-up. Buildings and Contents only. Stock debris removal optional.
- Contents (other than stock) temporarily removed for cleaning or repair up to 10% of the sum insured.
- Additional costs incurred due to European Community and Public Authority requirements. Includes undamaged portions up to a maximum 15%.
- Computer systems records not exceeding £10,000 for the cost of materials and clerical labour in reproducing records (where contents are covered).
- Temporary removal of documents and computer records up to 10% of the value of such property or the limit of liability under the definition of contents.
- The contract price in the event of damage occurring to goods sold but not delivered where stock is covered.

- Loss of customer's goods where stock is covered (and not insured elsewhere).
- Loss of metered water up to a maximum of £10,000.
- Trace and access up to a maximum of £10,000.
- Replacement locks following theft of keys up to £500.
- Landscape gardens up to a maximum of £10,000.
- Sums insured may be automatically index-linked, providing protection against inflation.
- Sums insured may be automatically reinstated following a loss.
- Unauthorised use of metered electricity, gas or water up to a maximum of £10,000.
- Loss of rent whilst the buildings are unfit for occupation following damage.

Employers' Liability

- Standard cover provides protection for legal liability world-wide for damages and legal costs of up to £10 million (restricted to £5 million in respect of terrorism).
- Covers employees temporarily working overseas.
- Indemnity for any director or employee if a claim is made against them personally.
- Indemnity to principal.
- Covers private work carried out for directors or executives.
- Legal costs including those arising from criminal charges brought under the Health & Safety at Work Act 1974.
- Full protection against legal action world-wide.
- The policy cover is provided without any conditions.

Public and Products Liability

- Cover applies world-wide (excluding products exported to USA/Canada).
- Contractual liability for both Public and Products Liability.
- Indemnity limit of up to £5 million is available.
- Cover includes liabilities incurred in connection with:
 - Health & Safety at Work Act 1974
 - Food Safety Act 1990
 - Consumer Protection Act 1987
 - Defective Premises Act 1972
 - Data Protection Act 1998.
- Indemnity for directors, employees and principals is included.
- Personal liability overseas applies.
- Compensation and claimants' costs against libel and slander by in-house and trade publications is automatic.
- Includes cover for cross liabilities.
- Contingent motor liability cover applies.
- Includes court attendance costs of:
 - any director or partner (£250 per day limit)
 - any employee (£100 per day limit).

Marine Hull Material Damage

Cover applies whilst the Vessel is:

- in-commission
- out of commission
- ashore or afloat
- being launched or recovered.

Cover is available for:

- workboats
- boat stock
- boat building

whilst used for:

- trial and demonstration
- exhibitions

and

- whilst in transit.

'Money'

- Loss of negotiable money, e.g. cash, postal orders.
- Loss in transit by person or registered post (unregistered post limited to £25 per packet).
- Loss from premises during business hours.
- Loss from a bank night safe.
- Loss from a locked safe to an agreed limit.
- Loss whilst at home – £500 limit.
- Loss from the business premises when unattended.
- Loss from an unattended road vehicle – £100 limit.
- Theft from gaming machines – £250 limit.
- Loss of non-negotiable money, e.g. crossed cheques – £250,000 standard and higher limits available.
- Loss of 'money' by the dishonest acts of employees – provided the loss is discovered within 14 days.
- Damage to safes, strong-rooms, franking machines caused by theft or attempted theft.
- Malicious attack benefits for any person during a theft or attempted theft of 'money':
 - death or loss of one or more limbs or permanent total disablement up to £10,000
 - temporary total disablement up to £100 per week
 - damage to personal effects up to £250.

Goods in Transit

- Transit by hauliers or own vehicles, parcel post or rail (including loading and unloading).
- Cover for tarpaulin, sheets and ropes whilst carried on own vehicles.
- Personal effects up to £250.
- Expenses incurred in:
 - transferring goods to another vehicle due to fire, collision or overturning of the original vehicle
 - reloading of goods that have fallen off the vehicle
 - removal of debris and site clearance.
- Cover on sea crossings by 'roll-on, roll-off' vehicle ferries.
- Cover whilst temporarily housed in the course of carriage.

Specified Items 'All Risks'

- Flexibility – we accept a selection of items, (excluding stock) territorial limits and excess levels.
- Completion of a proposal form is not required.

Significant and unusual exclusions or limitations

Exclusions for Material Damage – 'All Risks'

Please see Exclusions applicable to Sections A, B1, B2 and B3 - pages 28, 29, 30 and 31 of the policy document.

'All Risks' is a policy with a number of exclusions, to see a full list of exclusions applicable to this policy please refer to Exclusions – applicable to Sections A, B1, B2 & B3 of the policy document.

- Condition of Average.
- Excess as stated in the policy schedule.
- Electronic Risk.
- Indemnity period as defined in the contract.
- Damage by terrorism.

Exclusions for Business Interruption – 'All Risks'

Please see Exclusions applicable to Sections A, B1, B2 and B3 - pages 28, 29, 30 and 31 of the policy document.

All Risks is a policy with a number of exclusions, to see a full list of exclusions applicable to this policy please refer to Exclusions – applicable to Sections A, B1, B2 & B3 of the policy schedule.

- Condition of Average.
- Excess as stated in the policy schedule.
- Electronic Risks.
- Indemnity period as defined in the contract.
- Terrorism.

Exclusions for Employers' Liability

Please see Exclusions applicable to Section F – page 42.

- Cover for any employee on any offshore installation or support or accommodation vessel for any offshore installation.
- Cover for any employee who is in transit to, from, or between any offshore installation or support or accommodation vessel for any offshore installation.

Exclusions for Public and Products Liability

Please see Exclusions applicable to Section G – pages 45 & 47.

- Damage to that part of any property where it's the direct result of work carried out by the Insured.
- Damage to property held in trust except for:
 - personal effects
 - buildings temporarily occupied by the Insured
 - premises hired, leased, rented or lent to the Insured under agreement, which the Insured would not have been responsible for in the absence of such agreement.

- The excess stated in the schedule for any claim for third party property damage.
- Product recall, replacement or guarantee.
- Products sold or supplied:
 - to USA or Canada unless specifically agreed
 - for use in aircraft or spacecraft.
- Liability for liquidated damages, fines or penalties which applies solely because of a contract.
- Professional Indemnity.
- Fines or penalties.
- Punitive damages awarded by a Court of Law outside of the UK.

Exclusions for Marine Hull Damage

Please see page 55 of the policy document.

- Wear, tear, gradual deterioration and breakdown.
- Sails, covers and canopies split or blown away by the wind.
- Stock of chandlery.
- Racing cover.
- Trailers and outboard motors not fitted with an anti-theft device.
- Damage by terrorism.

Exclusions for 'Money'

Please see page 33 of the policy document.

- Losses in excess of:
 - £100 from any unattended vehicle
 - £250 from any amusement or vending machine.
- Loss, destruction or damage caused by or due to:
 - clerical or accounting errors
 - dishonest acts of any employee not discovered within 14 days of occurrence.

Exclusions for Goods in Transit

Please see page 37 of the policy document.

- Depreciation, delay, wear and tear, consequential loss, defective packaging, vermin, contamination, breakdown of refrigeration.
- Loss by theft or attempted theft (unless the vehicle or trailer is stolen at the same time) or storm damage to:
 - open sided or curtain sided vehicles
 - soft topped or open topped vehicles.
- The carriage of explosives or other dangerous goods.
- The carriage of livestock, gold or silver articles, precious metals or stones, jewellery, watches, furs, wines, spirits, tobacco, cigars and cigarettes, radios, television sets, video recorders, tape recorders and the like, non-ferrous metals and scrap, coins, money, stamps, stamp collections, bonds, securities or computers, unless agreed specifically with ourselves.
- Loss following a breach of any agreed security provisions.
- An excess will normally apply.

Exclusions for Specified Items 'All Risks'

Please see page 38 of the policy document.

- Damage arising from wear and tear.
- Depreciation, electrical or mechanical breakdown.
- Damage arising from any act of dishonesty committed by an employee or servant of the Insured.
- Breakage of fragile items unless caused by accident to the vessel or conveyance in which such property is being carried.

- Loss or damage to deeds, bonds, contracts or other documents, business books, computer records or money.
- Loss of any liquid by leakage.
- Confiscation, destruction or detention by Customs or other authorities.
- Damage by terrorism.

Cancellation rights

This policy does not permit you any right of cancellation.

Claims

To notify a claim please call **01273 863450**.

Our Complaints procedure

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

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 and General
PO Box 848
Brighton
BN1 3GQ

You may contact The Financial Ombudsman Service (FOS) at any stage of your complaint. Your legal rights will not be affected.

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 or by contacting the FSCS directly on 0207 892 7300.

Law and Jurisdiction

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 of England and Wales. Unless agreed otherwise, we will communicate to you in English.

Navigators and General

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

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Authorised by the Irish Financial Regulator 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 or by contacting them on 0845 606 1234.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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