

Marine Third Party Liability Insurance

Policy document



NAVIGATORS & GENERAL

A Member of the  Zurich Insurance Group

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Marine Third Party Liability Insurance Policy Document

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.

If **you** would like to request a policy document, please call **us** or write and **we** will arrange for this to be sent out to **you**, alternatively a copy can be downloaded from **our** website: www.navandgen.co.uk

Relevant to the entire policy

This policy is an agreement between **you** and **us**. It is based on the information **you** have given to **us** and **your** agreement to pay the premium. Remember, **you** must tell **us** if this information changes. If **you** do not,

your policy may not be valid and **we** may not pay any claims **you** make either in part or in full. **You** must read all **policy documentation** as one contract. Please make sure it provides the cover **you** asked for. If not, please contact **us** as soon as possible.

Information you should provide

It is important **you** check the information shown in **your policy documentation**, as **your** policy and cover is based on the information **you** have given **us** (either direct or via **your** insurance adviser) during the application process or subsequently, as confirmed in **your** most recent documents. Although **we** may undertake checks to verify **your** details, **you** must take reasonable care to ensure all information provided by **you** or on **your** behalf is, to the best of **your** knowledge and belief, accurate and complete.

You must tell **us** immediately if at any time any of the information is incorrect or changes. If **we** have wrong information this may result in an increased premium and/or claims not being paid in full, or **your** insurance may not be valid and claims will not be paid. If in doubt about any information please contact **us** soon as possible.

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 the **vessel**);
- convictions or pending prosecutions for any criminal offence;
- change of **your** address or where **your vessel** is moored;
- make and/or model of **vessel**;
- use of **vessel**;
- modifications to **your vessel**;
- any health matters affecting ability to operate the **vessel**.

Your insurance may not be valid until **we** have agreed to accept **your** changes and **we** will be entitled to vary the premium and terms for the rest of the period of insurance.

You should keep a record of all information supplied to **us** in connection with this insurance.

The Schedule, Certificate of Insurance, Operative Endorsements and Policy are to be read together as one contract and are based on the information **you** have provided.

Who controls my personal information?

This notice tells **you** how Navigators and General, a trading name of 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 will you collect about me?

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 do **you** use my personal information' section.

How do you use my 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 do you share my 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 do you use my 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 do you transfer my 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.

How long do you keep my 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.

What are my 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.

What happens if I fail to provide my personal information to you?

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.

How do you use my claims history?

When **you** tell **us** about an incident or claim **we** may pass information relating to it to the relevant database. **We** and other insurers 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.

This helps to check information provided and prevent fraudulent claims.

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.

Cancellation rights

If **you** decide **you** do not want to accept the policy (or any future renewal of the policy by **us**), please surrender the Certificate of Insurance to **us** or **your** insurance advisor 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 charge **you** on a pro rata basis for the time **you** have been on cover subject to a minimum premium of £25 (plus insurance premium tax) and the balance of the premium will be returned to **you**. There will be no return of premium if **you** are cancelling the policy within 14 days following a claim where **your vessel** is a total loss.

If **you** cancel at any other time, **we** will charge **you** for the time **you** have been on cover. If this is within the first year, **we** will deduct a £25 (plus insurance premium tax) administration charge from any refund. **We** will not refund any premium if **we** have paid a claim or one is outstanding when **you** cancel **your** policy.

Our Right of Renewal

Our right to renew this policy does not affect **your** cancellation rights detailed on **your** copy of the policy. If **you** pay the premium to **us** using **our** Direct Debit instalment scheme **we** will have the right (which **we** may choose not to exercise) 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 **you** do not want **us** to renew the policy, provided **you** tell **us** before the next renewal date, **we** will not renew it.

Sanctions

Notwithstanding any other terms under this agreement, **we** shall not be deemed to provide coverage and will not make any payments 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 **you** would violate any applicable trade or economic sanctions law or regulation.

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 named in the **policy documentation** as the insured. The words '**we**', '**us**' and '**our**' mean Navigators & General.

Policy Documentation: policy, schedule, endorsements and certificate of insurance.

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

Seaworthy: the **vessel** is **seaworthy** if it is maintained and crewed in such a way as to be able to operate safely in conditions which can reasonably be expected. If **you** are unable to maintain the **vessel** due to lack of knowledge, skill or time **you** must employ the services of a professional to do so on **your** behalf.

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.

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

Vessel: your boat as described in the **policy documentation** including the following items used in conjunction with it:

- tender not exceeding 16'
- road trailer
- launching trolley.

What is covered by this policy

This policy covers third party liabilities arising from **your** ownership of **your vessel** shown within the **policy documentation**. It also covers **your** legal liabilities whilst **you** are in charge of a boat not owned by **you**, provided the boat is not insured under another policy.

This policy does not cover **loss or damage** or liability if **your vessel** or any boat **you** are using:

- has a maximum design speed in excess of 45 knots
- is of ferro cement construction
- is in excess of 60' in length or in the case of narrowboats 75'
- is a jetski, jetscooter or classed as a personal watercraft

- is of amateur construction or a conversion
- is a static houseboat
- was built before 1950.

Liability to others

What is covered

We will cover **your** legal liabilities, up to £3,000,000, to compensate other people if someone dies or is injured, or property, not owned by **you**, is lost or damaged as a result of **your** interest in **your vessel**.

Pollution

We will pay any pollution related clean up costs, fines or penalties resulting from a sudden identifiable, unintended and unexpected incident occurring entirely at a specific time and place.

Removal of Wreck

We will pay up to £15,000 costs of attempted or actual raising, removal or destruction of the wreck of **your vessel** or any failure to do so, resulting from an incident covered by this insurance.

We will provide this cover for: **you** and those in control of **your vessel** with **your** permission.

Policy conditions

Assignment

This policy is non-transferable.

Cancellation by us

We may cancel this policy at any time subject to 30 days notice to **your** last known address. Any return premium will be calculated on a pro-rata basis. Subject always to a minimum retained premium of £25, plus insurance premium tax.

Cancellation by you

You may cancel this policy at any time by telephoning **us on 01273 863400** and returning the **policy documentation** or by writing to **us** and advising **us** of the date **you** wish cancellation to be effective from. Any return premium will be calculated on a pro-rata basis. Subject always to a minimum retained premium of £25, plus insurance premium tax.

Change of ownership

Should **your vessel** be sold or transferred to new ownership or there is a change in interest, this policy will be cancelled from the relevant date.

Change of Vessel

If **you** replace **your vessel**, **your** insurance will no longer be valid and claims will not be met.

Competence

Those in charge of **your vessel** with **your** permission must have satisfied **you** of their competence, prior to **your** agreement.

Due care and diligence

You must exercise due care and diligence at all times.

Fraudulent Claim

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.

Responsibility

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

Rights of third parties

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

Other insurance

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

Policy Exclusions

We will not pay for any claims arising from:

- any loss or damage to **your vessel** or any boat **you** are in charge of
- accidents or illness to any person contracted by **you**, in any capacity whatsoever, in connection with **your vessel**
- any accident or incident that occurs outside the period of insurance unless **you** have selected this cover and paid the additional premium
- any activity involving persons being pulled by **your vessel**, unless the additional waterskiing/wakeboarding option has been selected
- any chemical, biological, bio-chemical or electromagnetic weapon
- deception by **you**
- fines, penalties or punitive damages
- fire or explosion where **your 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, or remote controlled from the steering position, fire extinguishing apparatus in the engine compartment
- hire, charter, reward or any other commercial activity
- liabilities whilst **your vessel** is in transit by road
- liabilities assumed under contract, incurred solely by an agreement entered into by **you**
- liabilities of passengers or crew engaged in swimming, diving or any similar sport or activity, from the time of leaving **your vessel** until safely within **your vessel**
- liabilities whilst **your vessel** is in the care, custody or control of any business, trade, profession or organisation. This includes delivery skippers
- liabilities whilst **racing**
- **loss or damage** to the **your vessel's** moorings
- **terrorism**
- war, invasion, civil war, conflict or commotion
- wilful misconduct or acts of recklessness by **you** or other persons in control of **your vessel** including, but not limited to, conduct when under the influence of alcohol or drugs
- **your** failure to maintain **your vessel** in a **seaworthy** condition or in the case of a trailer, roadworthy condition
- **your vessel** operating outside the cruising range shown in the **policy documentation**
- **your vessel** being stranded, sunk, swamped or breaking adrift whilst unattended for a period in excess of 8 hours, except on a sheltered and **recognised mooring or anchorage**. **We** would draw **your** attention to **Policy conditions – Due care and diligence**

- **your vessel** undertaking towage or salvage services under a pre-arranged contract. However, **your vessel** may assist or tow boats in distress.

We do not cover your liabilities if your vessel or a boat you are in charge of:

- is of ferro cement construction
- is in excess of 60’ in length or in the case of narrowboats 75’
- is a jetski, jetscooter or classed as a personal watercraft
- is of amateur construction or a conversion
- is a static houseboat
- has a maximum design speed in excess of 45 knots
- was built before 1950.

Optional Water Skiing/ Wakeboarding Extension

If **you** have selected this cover and paid the additional premium, **we** will cover liabilities to and of water skiers and wakeboarders being pulled by **your vessel**. The limit of indemnity for this cover is £1,500,000.

Making a claim

To make a claim or report an incident, please contact **us** on **01273 863450** or alternatively E-Mail: **claims@navandgen.co.uk**

We will need to know:

- **your** name, address and telephone number

- policy number
- the place where the incident occurred
- what caused the incident
- contact details of witnesses and third parties, where known.

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.

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.

Our Complaints Procedure

Our commitment to customer service

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

Who to contact in the first instance

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

Contact details will be provided on correspondence that **we** or **our** representatives have sent **you**. (For example on **your** welcome or renewal communication or on claim acknowledgement letters.)

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

Telephone: 01273 863400

By post: Navigators & General
PO Box 3707
Swindon
SN4 4AX

Many complaints can be resolved within a few days of receipt

If **we** can resolve **your** complaint to **your** satisfaction within the first few days of receipt, **we** will do so.

Otherwise, **we** will keep **you** updated with progress and will provide **you** with **our** decision as quickly as possible.

Next steps if you are still unhappy

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

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

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk.

You can also contact them as follows:

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

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

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

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

Navigators & General

Navigators and General is a trading name of Zurich Insurance plc. Underwritten by Zurich Insurance plc.

A public limited company incorporated in Ireland Registration No. 13460. Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland. 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 Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our authorisation by the Financial Conduct Authority are available on request. Our FCA Firm Reference Number is 203093.

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

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NAVIGATORS & GENERAL

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