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Thank you for choosing Navigators and General for your sailing dinghy 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.

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 but is only valid if you pay the premiums. It is based on the information you gave 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

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

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, e-mail, filling in forms on our website, or otherwise 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 and from other sources, for verification purposes, such as credit reference agencies, other insurance companies, information you have volunteered to be in the public domain and other industry-wide sources.

The type of personal information we may 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.

In providing Zurich with personal information on other individuals on your policy, you agree that you have their permission to do so or you are managing the contract on another's behalf.

Who do you share my personal information with?

Where necessary or required **we** may need to share **your** personal information for the purposes of providing **you** with the goods and services with the types of organisation described below:

- associated companies including reinsurers, suppliers and service providers;
- introducers and professional advisers;
- regulatory and legal bodies;
- central government or local councils;
- law enforcement bodies, including investigators;
- survey and research organisations;
- credit reference agencies;
- healthcare professionals, social and welfare organisations;
- other insurance companies.

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; or (ii) 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 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.

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, IP address and other online identifiers. This helps us to track unique visits and monitor patterns of customer website traffic, such as who visits and why they visit.

We may 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 European Union we will ensure that the transfer is carried out in a compliant manner and appropriate safeguards are in place. A copy of our security measures for information transfer 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 retain my personal information for?

We will retain and process your personal information for as long as necessary to meet the purposes outlined in the notice provided to you at the time of collection of your personal information.

These periods of time are subject to legal and regulatory requirements (for example those set out by HMRC and the FCA), or to enable **us** to manage **our** business.

What are my Data Protection rights?

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.

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 or you have consented to this.

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

If you do not provide the required personal information to provide you with the services you have requested we will not be able to provide you with a contract or assess future claims.

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 vou. There will be no return of premium if you are cancelling the policy within 14 days following a claim where your dinghy 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 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 and General.

Agreed Value: this is the amount shown in the policy documentation, which represents the value of your dinghy as declared by you and agreed by us.

Dinghy: your sailing dinghy described in the **policy documentation** plus

- trolleys and trailers
- outboard motors
- non electronic gear and equipment that would normally be sold with your dinghy

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

Excess: an amount to be deducted or collected in the event of any claim, unless stated otherwise.

Loss or Damage: fire; theft; accidental or malicious damage resulting from forcible, violent or external means.

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

Personal Equipment: technical sailing clothing and non electronic equipment including buoyancy aids, trapeze harnesses, wetsuits, drysuits, boots and hiking shorts.

Profession: any business, trade, profession or organisation.

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

Seaworthy: The sailing dinghy is seaworthy if it is maintained and crewed in such a way as to be able to operate safely in the conditions which can reasonably be expected.

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: your dinghy is irretrievably lost or destroyed. A constructive total loss is where the cost of replacement or repair exceeds the sum insured.

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

Making a claim

To make a claim or report an incident, please contact **your** insurance agent or call **us** on the number below.

01273 863450

We will need to know:

- your name, address and telephone number
- your 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.

You must report any loss, theft, attempted theft or malicious damage to the police immediately and obtain a crime reference

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.

We retain the option to decide where the repairs are carried out and may require a number of quotations.

For additional information, please read our Claims Advice Notes.

Loss or damage to your dinghy

What is covered

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

- in transit by road
- afloat on inland and coastal waters, up to 6 nautical miles offshore, of the United Kingdom and Europe
- ashore

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

Race Fees

We will reimburse you up to £150 (in any one period of insurance) for non refundable race entry fees to an event you have entered the dinghy and paid the fee for which you are subsequently unable to attend due to damage to your dinghy caused by an incident covered by this policy.

Personal Equipment

We will pay you for loss or damage to Personal Equipment as a result of theft following violent entry to locked storage or fire.

Liability to others

What is covered

We will cover your legal liabilities and/or the costs associated with the defence against such a claim, up to the limit stated within the policy documentation, 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 dinghy.

The excess will not apply to this cover.

We will provide this cover for:

you and those in control of your dinghy with your permission.

Rescue Boat Liability:

Where a separate policy is not otherwise in place; liability is extended to include cover for bodily injury or death caused by **your** negligence whilst **you** are acting as official rescue/support boat crew (including skipper) for an organised on the water **United Kingdom** event.

Removal of wreck

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

Innocent Boater

What you are covered for

We will pay for bodily injury aboard your dinghy that you are legally entitled to recover from an uninsured or unidentified third party, but have been unable to do so due to circumstances beyond your control.

What you are not covered for

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

The maximum we will pay for any one incident is £15,000.

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 that 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, occur onboard your dinghy within 12 months of the event, are the sole and independent cause of subsequent disability. The excess will not apply to this cover.

Benefits	
Loss of limb	£15,000
Loss of sight	£15,000
Permanent total disablement	£15,000
Death	£15,000

The overall limit is £60,000 for any one accident or event. If any one accident or event involves 4 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 and the death benefit are both limited to £2,500.

We will provide this cover for:

you and persons aboard your dinghy (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
- being under the influence of drink, drugs or solvent abuse
- You are not covered for any other costs that are indirectly caused by the event which led to your claim, unless specifically stated in this Policy.

- disablement to any person employed by you in any capacity whatsoever
- disablement to any person whilst your dinghy is being used for purposes other than private pleasure
- pregnancy
- suicide, deliberate self-injury or wilful exposure to needless risk

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.

In the event of an accident causing permanent total disablement followed by death from any one cause within 12 calendar months of the accident, we will only pay the death compensation.

What we will pay; excess and deduction

We will pay the reasonable cost of replacement or repair, less the excess, for loss or damage to your dinghy.

Reasonable replacement or repair to be considered sufficient, even if the appearance and condition of **your dinghy** is the not the same as prior to the claim.

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.

Total loss or constructive total loss, we will pay the agreed value of your dinghy or provide a replacement.

We will not pay for unrepaired damage in the event of a subsequent total loss.

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

Please see the table below showing the deductions that will apply to certain items. We will also deduct the excess shown in the policy schedule.

The maximum we will pay for loss or damage to personal equipment is £350 per incident covered by this policy and this amount forms part of the dinghy sum insured for the purpose of determining total loss.

In no case will **we** pay more than the sum insured shown against an item in the policy schedule.

Please read Policy exclusions, page 14.

Policy Deductions

Item	Deduction
Outboard Motor	Current replacement cost as new, less 10% per annum. Maximum 50%
Trailers/Trolleys	Current replacement cost as new, less 5% per annum. Maximum 50%
Personal Equipment	Current replacement cost as new, less 10% per annum. Maximum 50%

Policy Exclusions

We will not pay for any claims arising from:

- a reduction in your dinghy's market value or warranty coverage or rating of your dinghy following repair
- accidents or illness to persons contracted by you, in any capacity whatsoever, in connection with your dinghy
- any accident or incident that occurs outside the period of insurance
- deception by you
- fines, penalties or punitive damages
- hire, charter, reward or any other commercial activity, unless you have written agreement from us
- ionising radiation, radioactivity, nuclear fuel, nuclear waste or nuclear equipment
- liabilities whilst your dinghy is in transit by road
- liabilities assumed under contract, incurred solely by an agreement entered into by you
- liabilities whilst your dinghy is in the care, custody or control of anyone acting as part of their profession.
- loss of use of your dinghy
- mechanical, electrical or electronic breakdowns, failures, faults or breakages
- scratching, denting, bruising or chafing whilst in transit by road, rail, air or ferry

- terrorism, war, invasion, civil war, conflict or commotion
- the need to make good any defect in repair or maintenance
- the need to replace, repair or renew faulty parts or defective materials or put right any fault or error in design or construction
- theft of outboard motors attached to your dinghy unless you have safely recorded the serial number and it was securely locked by an anti-theft device, in addition to its normal method of attachment
- theft of fixed gear and equipment from your dinghy unless violence or force are used
- wear, tear, depreciation and gradual deterioration
- wilful misconduct or acts of recklessness by you or other persons in control of your dinghy including, but not limited to, conduct when under the influence of alcohol or drugs
- your failure to maintain your dinghy in a seaworthy condition or in the case of a trailer, roadworthy condition
- your dinghy being more than 6 nautical miles offshore or crossing the English Channel, Irish or North Seas
- claims whilst your sailing dinghy is afloat unattended.

Policy conditions

Assignment

Your policy is non-transferable.

Can we cancel the policy at any other time?

We may cancel your 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 but no refund will be given if a total loss claim has been paid or is outstanding at the time of the cancellation.

If you are paying your premium by instalments and you miss a payment, we may cancel your cover giving you seven days notice to your last known address.

Subject always to a minimum retained premium of £25, plus insurance premium tax.

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 seven days' written 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.

Cancellation by you

You have the right to cancel the policy at any time by telling us either in writing or over the phone using the contact details set out in your covering letter. Please note that no cancellation refund will be allowed if a Total Loss claim settlement has been paid or is in negotiation.

Change of ownership

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

Competence

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

Currency

Where an amount is given within your policy and the currency shown on the policy documentation is other than Sterling (£), the equivalent currency amount will apply. This will be calculated on the day the loss occurred, using the rate as quoted by the Bank of England.

Due care and diligence

You must exercise due care and diligence at all times and do all you reasonably can to prevent loss or damage to your dinghy.

Excess

In the event of a claim under more than one section of this policy, the highest excess will apply.

Excess Collision Waiver

In the event of a collision with another vessel where we agree you were not primarily at fault, no excess will apply to any resulting claim provided you can supply us with contact details of the responsible party.

Fraudulent Claim

If a claim is fraudulent or false in any way, we will not make any payment and your policy will be void. There will be no refund of premium.

Instalments

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 your policy each year and continue to collect premiums using this method. We may vary the terms of your policy (including the premium) at renewal.

If you decide that you do not want us to renew your policy, as long as you tell us before the next renewal date, we will not renew it.

Our right to renew your policy does not affect your cancellation rights detailed in Cancellation by you.

Notifying us of a change

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 dinghy, 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 replace your dinghy, its permanent mooring or how you use it, your insurance will no longer be valid and claims will not be met until revised policy documentation has been issued by us.

Other insurance

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

Responsibility

Everyone covered by **your** policy must follow the policy terms and conditions.

Rights of third parties

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

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.



A Member of the **Z** Zurich Insurance Group

Navigators & General - Brighton

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