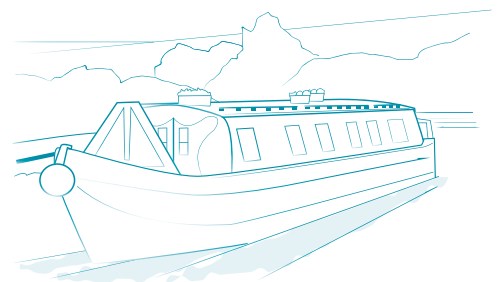
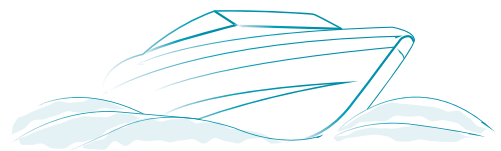


Marine Third Party Liability Insurance

Policy Document



Marine Third Party Liability Insurance Policy Document

We have been at the forefront of pleasure boat insurance for over 85 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.

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.

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.

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 **you** do not reside within the UK, Channel Islands or Isle of Man or 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**. 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. **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.

Fraud prevention and detection

In order to prevent and detect fraud **we** may, at any time, share information about **you** with other organisations and public bodies, including the police; check and/or file **your** details with fraud prevention agencies and databases. If **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

We and other organisations, may also search these agencies and databases to help make decisions about the provision and administration of insurance, credit and related services for **you**; trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies and check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity; undertake credit services and additional fraud searches.

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 20m.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 to passengers or crew engaged in any underwater 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

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

Many concerns can be resolved straight away, therefore, in the first instance, please get in touch with **us** by telephoning **01273 863400** or E-mail: **enquiries@navandgen.co.uk**

Contact details are provided on correspondence that Zurich have sent to **you**. **You** will find them:

- on **your** Policy and Third Party certificate
- on claim acknowledgement letters

If **we** cannot resolve **your** complaint straight away, **we** will aim to resolve **your** concerns as soon as possible and **we** will keep **you** informed of progress whilst our enquiries are continuing.

The majority of complaints **we** receive that are not resolved straight away are resolved within four weeks of receipt.

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.

Complaint 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: **0845 080 1800**

Or e-mail:

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.

Zurich Insurance plc is 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 **020 7892 7300**.

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 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 recorded or monitored to improve our services and for security and regulatory purposes

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