

Elite Rowing Scheme

Boats and Equipment Policy



Introduction

This is your Elite Rowing Scheme – Boats and Equipment Policy, explaining your insurance protection in detail. Please read it carefully and keep it in a safe place.

Please check your Policy Schedule to ensure that the details we hold are correct.

If after reading your Policy you have any questions or need to make any amendments, please contact Lovat Insurance Brokers Ltd as soon as possible:

Lovat Insurance Brokers Ltd, Calverley House,
55 Calverley Road, Tunbridge Wells, Kent TN1 2TU

Tel: (01892) 509011 or (01892) 509000 Fax: (01892) 509020

E-mail: rowing@lovatins.co.uk www.lovatins.co.uk

Elite Rowing Policy

This Policy is a contract between You and Us. You have made a proposal to Us which is the basis of and forms part of this contract.

This Policy and any Schedule, Endorsement and Certificate should be read as if they are one document.

We will insure You under those parts stated in the Schedule during any Period of Insurance for which We have accepted Your premium provided always that all the terms and conditions of this Policy are kept. Our liability will in no case exceed the amount of any Sum Insured or Limit of Indemnity stated in this Policy, the Schedule or any Endorsement to this Policy.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

Any heading in this Policy is for ease of reference only and does not affect its interpretation.

The information You have disclosed to Lovat at the commencement of this Policy forms the basis for this Policy. You guarantee the accuracy of the information You have disclosed. If any of the information is materially untrue or if any material information is omitted, We have the option to cancel this Policy. You must fully disclose any information, which is within Your knowledge and is likely to influence Us in deciding whether to accept or refuse this insurance or influence Us in assessing the premium. If You are in any doubt as to whether any information is material, You should disclose it.

Cancellation Rights – You

If You decide that You do not want to accept the Policy (or any subsequent renewal of the Policy by Us), please return it to Us (or Lovat your insurance intermediary) together with the Schedule of Insurance 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 only charge You on a pro rata basis for the time We have been on cover subject to a minimum premium of £50 (plus insurance premium tax). The balance of the premium will be returned to You.

If You cancel your Policy later than 14 days from receiving it We will give You a refund in proportion to the time left until your current Period of Insurance is due to

run out, subject to a minimum premium of £50 (plus insurance premium tax). Please note that no cancellation refund will be allowed if a Total Loss claim settlement has been paid or is in negotiation.

Cancellation Rights – Us

This insurance may be cancelled at any time by Navigators and General giving 30 days notice in writing by pre-paid letter post properly addressed to the last known address of the Policyholder. Subject to no claims having been made during the Period of Insurance, You will be entitled to a pro-rata return of premium. Subject always to a minimum retained premium of £50 plus insurance premium tax. We reserve the right to cancel this Policy from the due date in the event of non-payment of the premium.

Governing Law/Communication Language

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 in England and Wales. Unless agreed otherwise, We will communicate to You in English.

Fraud prevention and detection

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

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

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

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

Please contact Us if you want to receive details of the relevant fraud prevention agencies. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Definitions

The words set out below will, wherever they appear in this Policy, have the following meanings:

Agreed Value

This is the amount shown in the Schedule which represents the value of the boats as declared by You and agreed by Us.

Anti Theft Device

A device sold and marketed as a secure method of preventing theft or another security method approved in writing by Us.

Claims Excess

The amount shown in the Schedule for which You are responsible. No Claims Excess applies in the event of Total Loss or to any Legal Liability claim under the Policy.

Claims Franchise

The minimum amount of financial loss as shown on the Schedule, which must be attained before Navigators and General are liable to meet a claim. Once the amount of the Claims Franchise is exceeded Navigators and General will pay the full amount of the claim provided that the claim is covered by the terms of Your Policy. The Claims Franchise does not apply to any boats or equipment, which are insured against Total Loss Only. The Claims Franchise does not apply to any Legal Liability claim under the Policy.

Employee

Any natural person who is:

- a) under a contract of service or apprenticeship with You
- b) under a work experience or similar scheme
- c) hired or borrowed by You from another employer and working for You in connection with the business while under Your direct control or supervision.

Endorsement

A variation to the terms of the Policy.

Injury

Bodily injury, illness or disease (including death).

Period of Insurance

The period shown on the Schedule or as subsequently amended by Endorsement.

Policyholder/You/Your

Those Insured who are the person(s) and/or Club, School or College stated in the Schedule. Including all members, officials of any parent organisation and/or safety officers, coaches, helpers and those using the boats and equipment with the permission of the person(s) and/or Club, School or College.

Schedule

Details of the Policyholder, the Period of Insurance, the boats and equipment insured, the Territorial Limits covered by the Policy, the Sums Insured, the applicable Claims Franchise or Claims Excess and premium.

Subject Matter Insured

The boats and equipment stated in the Schedule.

Territorial Limits

Inland and Territorial Waters of the United Kingdom and the Continent of Europe unless otherwise stated.

Continent of Europe

All countries on the landmass of Europe and Islands offshore, which are considered as being in Europe and including the whole of Scandinavia and the Republic of Ireland.

United Kingdom

England, Scotland, Wales, Northern Ireland, Isle of Man and the Channel Islands.

Total Loss

- a. An actual Total Loss arises where the boats and equipment are wholly destroyed or stolen and not recovered.
- b. A constructive Total Loss arises where the boats and equipment are beyond economic repair or recovery, where the cost of repair or recovery would exceed the amount stated in the Schedule as the Sum Insured.

We/Us/Our

Navigators and General.

Section 1 – Loss or Damage to Boats and Equipment

Your Policy covers boats and equipment described in the Schedule against all risks of accidental loss or damage from an external cause except as stated elsewhere in the Policy.

What We Will Pay:

1. We will pay for the amount of the damage and in the event of a Total Loss We will pay up to the Agreed Value of the boats and equipment.
2. The amount payable in respect of claims for unrepaired damage shall be the reduction in the market value of the boats and equipment at the time of the damage, but not exceeding the reasonable cost of repair. In no case shall We be liable for unrepaired damage in the event of a subsequent Total Loss.

Exclusion to Section 1

Your Policy does not cover:

1. Wear, tear, depreciation or gradual deterioration.

Clauses applicable to Section 1

1. Road Transit

This insurance includes boats and equipment in transit by road, rail or transit on a 'roll-on, roll-off' vehicle ferry within the United Kingdom and the Continent of Europe including loading and unloading.

Provided always that the boat:

1. is secured with suitably strong safety lines or straps. The kind of lines or straps that do not break or come undone when being used and properly secures the boat to the conveyance.
2. if being carried on a vehicle roof rack that a front safety line or strap is run from the front of the boat to the tow ring or bumper at the front of the vehicle.

This Extension does not cover:

1. scratching, bruising and/or denting and the cost of consequent repairing or revarnishing,
2. the first £500 of any claim caused by the failure of the safety lines or straps.

2. Towing on Water Claims Excess

£500 Claims Excess will apply to all claims for damage to boats being towed by another craft on water.

3. Accompanying Motor Propelled Craft

Boats, the property of the Insured, with a design speed in excess of 17 knots, are excluded unless in use to accompany rowing boats during their normal operations.

4. Outboard Engines

This Section covers accidental damage including dropping off or falling overboard of outboard engines. Theft is included provided that at the time of the theft the outboard engine is securely locked to the boat by an Anti-Theft Device in addition to its normal method of attachment or the theft follows upon forcible entry into the place of storage or repair.

5. Trailer

Where any trailer insured by this Policy is usually kept outside and not in a locked secure compound, the trailer is to be secured by a locked wheel clamp and/or a proprietary hitch lock.

6. Boats on Storage Racks Outside

Where any boat is left outside on a storage rack, whether a permanent rack or otherwise, it shall be secured by at least two suitably strong safety lines or straps preventing it from becoming dislodged by adverse weather conditions or otherwise.

7. Trestles

When trestles are used to support a boat, they are required to be in a fit state of repair and adequate for the purpose intended.

Provided always that the boat must not be left:

1. unsecured when on trestles,
2. on trestles outside, overnight.

8. Pairs of Blades

Where the Subject Matter Insured includes pairs of blades, it is agreed that in the event of Total Loss of one blade from a pair of blades and a matching replacement blade is unavailable, then the pair of blades will be considered a Total Loss and We will pay the sum insured of the pair of blades or replacement price whichever is the less.

You must clearly mark all pairs of blades so as to be easily identified as your property.

9. Boats and equipment Insured for Total Loss

In respect of boats and equipment insured for Total Loss cover, as stated in the Schedule, the Claims Franchise or Claims Excess does not apply.

10. Loaned or Hired-In Boats and Equipment

Extension – up to 15 days

Including boats and equipment on loan or hired-in to You for up to 15 consecutive days

1. at no additional premium.

Definition

Confirmation Period

Confirmation Period shall mean, 15 days from the date of the boats and equipment become Your responsibility.

Provided always that notice is received within the Confirmation Period by Lovat and includes:

1. the dates when Your responsibility attaches and ceases
2. the sum insured of the boats and equipment.

11. Loaned or Hired-In Boats and Equipment

Extension – greater than 15 days

Including boats and equipment on loan or hired-in to You:

1. for the period stated on the Endorsement
2. at the additional premium charged for the whole loan or hired period.

Definition

Confirmation Period

Confirmation Period shall mean, 15 days from the date of the boats and equipment become Your responsibility.

Provided always that notice is received within the Confirmation Period by Lovat and includes:

1. the dates when Your responsibility attaches and ceases
2. the sum insured of the boats and equipment.

Section 2 – Liabilities to Third Parties

We agree to indemnify You for sums which You may become legally liable to pay as damages, by reason of interest in the Subject Matter Insured in respect of:

1. accidental damage to any other vessel or property whatsoever
2. accidental Injury to any person other than an Employee

in addition We agree to pay, provided that Our prior written consent has been obtained:

1. the legal costs incurred by the Policyholder or which the Policyholder may be compelled to pay in contesting liability
2. the costs for representation at any coroner's inquest or fatal accident inquiry

occurring during the Period of Insurance.

Limit of Liability:

Our liability under Section 2 shall not exceed the limit shown on the Schedule in respect of any one accident or series of accidents arising out of the same event plus all legal costs incurred with Our prior consent.

Extensions

Persons navigating with the permission of the Insured Clause

Including the legal liability of persons in charge of the Insured boat with your permission.

Provided always that the Policy excludes persons acting as part of their business or profession.

Member to Member Clause

If the Policyholder comprises of more than one party We will indemnify each party as though a separate policy had been issued to each of them.

Preventing or Minimising a Loss Extension

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

Exclusions applicable to Section 2

This Policy does not cover any liability cost or expense arising out of:

1. any person engaged in water skiing or aquaplaning, while being towed by the boat or preparing to be towed or until safely on board or ashore.
2. any person engaged in a sport or activity, other than rowing or sculling, canoeing, punting, dragon boating, whilst being towed by a boat or preparing to be towed or after being towed until safely on board or ashore.
3. the boat or equipment being towed by a motor vehicle.
4. Any liability, cost or expense arising out of loss of life, personal injury, illness or disease which is insured by any other policy, current at the time of the incident, giving rise to the claim (including but not limited to insurance cover granted with current Registration or Affiliation to British Rowing or other Sports Organisations, as appropriate) is excluded except to provide indemnity for any excess beyond the amount which is, or would, but for the existence of this insurance be payable and then only for an amount not exceeding the Limit of Indemnity set out in the Schedule.

General Conditions applying to all sections

1. You are required to take all reasonable precautions to maintain the insured boats and equipment in good order.
2. All Registered or Affiliated Members of British Rowing or other Sports Organisations are to comply in full with the requirements of the sports organisations – Water Safety Code and/or any guidance or special rules laid down by the controlling authority for the waters being used.
3. All non-registered or non-affiliated members of Sports Organisations must comply with any guidance or special rules laid down by the controlling authority for the waters being used. Failure to comply in full may invalidate a claim or claims arising due to failure to comply.
4. No interest or transfer of interest or assignment of Your Policy will be recognised by Us unless such interest or assignment of interest is agreed and endorsed on the Policy.
5. If, at any time of any incident (other than involving any liability, cost or expenses arising out of loss of life, personal injury, illness or disease), which results in a claim under Your Policy there is other insurance covering the same loss or damage, We will pay only Our share of the claim.
6. You must inform Lovat immediately if any boat and equipment is sold or transferred to a new ownership.

General Exclusions applying to all sections

Your Policy does not cover:

1. wilful misconduct or acts of recklessness by You or other persons in control of the insured boats and equipment including, but not limited to, conduct when under the influence of alcohol or drugs,
2. claims arising to any boats and equipment whilst hired out to others,
3. liability accepted by agreement or contract, unless the liability would have otherwise existed,
4. loss or damage or expense caused by:
 - a. war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, capture, seizure, arrest, restraint or detainment (barratry and piracy excepted) and the consequences thereof or any attempt thereat, derelict mines, torpedoes, bombs or other derelict weapons of war,
 - b. any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, ionising radiations from or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
 - c. any chemical, biological, bio-chemical or electromagnetic weapon,
5. pollution or contamination unless directly caused by a sudden identifiable, unintended and unexpected incident occurring entirely at a specific time and place during the Period of Insurance,
6. changes in weight or performance of any boats and equipment whether before or after repair or replacement.

Conditions relating to all accidents and claims

1. When You contact your broker, Lovat about a claim on 01892 509011, You will need to confirm:
 - Your name and address.
 - the place where and when the loss or damage occurred.
 - what caused the loss or damage.
 - telephone numbers and/or address.
2. You must tell your broker, Lovat immediately about any accidents, claims or legal proceedings in connection with this Policy, but no later than 30 days after any loss, damage or incident 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.
3. You must report any loss, theft, attempted theft or malicious damage to the Police immediately.
4. 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.
5. We retain the option to decide where the repairs are carried out and may require a number of quotations.
6. If You or anyone acting for You makes a claim under Your Policy knowing the claim to be dishonest or exaggerated in any respect, We will not pay the claim and all cover under the Policy will cease immediately.

We reserve the right to notify the Police of any such claims.

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 Your broker contact as they will generally be able to provide You with an immediate response to Your satisfaction.

Your Broker's details are:

Lovat Insurance Brokers Ltd,
Calverley House, 55 Calverley Road,
Tunbridge Wells,
Kent TN1 2TU

Tel: (01892) 509011 or (01892) 509000

Fax: (01892) 509020

E-mail: rowing@lovatins.co.uk

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 Navigators and General.

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.

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.

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

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.

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

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The pulp used in the manufacture of this paper is from renewable timber produced on a fully sustainable basis.
The pulp used in the manufacture of this paper is bleached without the use of chlorine gas (ECF – Elemental
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& GENERAL

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