

BOAT INSURANCE

# Dinghies Policy Wording





Dear Policyholder

We would like to take this opportunity to welcome you as a customer and thank you for choosing the **Towergate Insurance** policy.

Please read this policy carefully, as it is important that you understand the cover your policy provides. If you find that the cover is not suitable for you or that there is anything you do not understand properly, please contact Towergate Insurance immediately.



For and on behalf of **Towergate Insurance**

Towergate Insurance  
Ellenborough House  
Wellington Street  
Cheltenham  
GL50 1XZ  
Tel: 0344 346 0427

### **Contract of insurance**

**Your** Towergate Insurance **Policy** is a legal contract between **You** and the **insurers** noted in **Your Schedule** and is formed by the information that **You** have given to **us**, the **schedule** and **Policy**.

On the basis that the information that **You** have given to **us** is true and complete to the best of **Your** knowledge and belief (subject to the terms of the **Policy** and any **Endorsements** to it), **Your Insurers** will insure **You** against loss, damage and legal liability, which may happen during the **period of insurance** for which **Your Insurers** have accepted **Your premium**.

### **Level of Cover**

The level of Cover provided by **Your Policy** is noted in the **Policy Schedule**. It is important that **You** check to ensure **You** have the correct level of cover. The three levels of cover are detailed below.

**Bronze Cover.** All **Policy** sections apply, but no cover is in force whilst the **Your Boat** is being used for or taking part in, or is preparing to take part in any race, speed trial or competition, however described.

**Silver Cover.** All **Policy** sections apply, but no cover is in force whilst the **Your Boat** is being used for or taking part in, or is preparing to take part in, any race, speed trial or competition, however described, except at the location noted in the **Policy Schedule**. **Your Boat** may take part in competitive events at this location, but excluding open events, national, and/or international championships.

**Gold Cover.** All **Policy** sections apply, and cover for all racing use as complies with the **Policy** terms and conditions, is allowed.



If the cover provided does not meet **Your** requirements **You** may return the **Policy** to the point of sale within 14 days from the date **You** bought it or the date **You** received **Your Policy** documentation, whichever is the later. **Your Insurers** will give **You** a full refund of any **premium You** have paid provided

**You** have not made and are not intending to make a claim and that no incident likely to give rise to a claim has occurred.

Information **we** need to know about **You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **You** take out, make changes to or renew **Your Policy**. **Your Policy** may not be invalid or may not cover **You** fully, If the information provided by **You** is not complete and accurate.

- **we** may cancel **Your Policy** and refuse to pay any claim, or
- **we** may not pay any claim in full, or
- **we** may revise the **premium** and/or change the compulsory **excess**, or the extent of the cover may be affected.

**You** must let **us** know immediately if there are any changes to the information set out in the certificate of insurance or on **Your Schedule**. **You** must also tell **us** about the following changes:

- A change to the people insured, or to be insured.
- Criminal convictions for any of the people insured, or to be insured.
- Any change in respect of medical complaints or disabilities
- A change in the craft mooring or storage location
- A change to the crafts original specification or any modifications
- Any change affecting ownership of the pleasurecraft .
- Any change in the way that the pleasurecraft is used.

If **You** are in any doubt, please contact **Your** insurance adviser.

When **Towergate Insurance** are notified of a change, **we** will tell **Your** insurance adviser how this affects **Your Policy**, for example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or **premium** being applied to **Your Policy**.

**You** should keep a written record, (including copies of letters), of any information **You** give to **Towergate Insurance**, or **Your** insurance adviser, when **You** renew this **Policy**.

All personal information supplied by **You** will be treated in confidence by **us** and **Your Insurers** and will not be disclosed to any third parties except where **Your** consent has been received or where permitted by law. In order to provide **You** with products and services this information **Your Policy** is valid for the **period of insurance** shown in **Your Schedule**.

**Your Policy** is arranged by:

#### **Towergate Insurance**

Ellenborough House  
Wellington Street, Cheltenham GL50 1XZ

**Towergate Insurance** is a trading name of Towergate Underwriting Group Limited. Registered office: Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN Registered in England No. 4043759 Authorised and Regulated by the Financial Conduct Authority

**Your Policy** is insured by 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 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 from **us** on request. **Our** FCA Firm Reference Number is 203093.

## Definitions

Certain words shown below have a specific meaning. Whenever they are shown in **Your Policy** in bold type they will have that meaning.

**Agreed Value** - The amount in **Your Schedule** which represents the value of **Your Boat** as declared by **You** and agreed by **Your Insurers**

**Bronze Cover** - All **Policy** sections apply, but no cover is in force whilst the **Your Boat** is being used for or taking part in, or is preparing to take part in any race, speed trial or competition, however described.

**Cruising limits** - The geographical area specified in **Your Schedule** within which **Your Insurers** have agreed to insure **Your Boat**.

**Coastal waters of the United Kingdom** - Waters around the coast up to a distance of 12 miles offshore. **You** can travel between two points in the **United Kingdom** by the most direct route, even though this might take **You** outside the 12 mile limit. **You** are not allowed to travel between **Great Britain** and the Isle of Man, or Northern Ireland, or the Channel Islands.

**Inland and coastal waters of Europe** - Inland waters where there are no tides and waters around the coast up to a distance of 5 miles offshore. If **Your Insurers** agree any other cruising limit it will be shown in **Your Schedule**. **You** can travel outside **Your cruising limits** if **You** are forced to by:

- The weather;
- any form of danger; or
- an order of a Government or legal authority.

**Endorsement** - A written record of any alteration **Your Insurers** agree to make to **Your Policy** that is shown in **Your Schedule**.

**Europe** - For the purpose of this **Policy** **Your Insurers** define **Europe** as: Albania, Andorra, Austria, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Eire, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Republic of Macedonia, Malta, Monaco, Montenegro, The Netherlands, Norway, Poland, Portugal (excluding Azores), Romania, San Marino, Serbia, Slovakia, Slovenia, Spain (including coastal waters of Canaries, Madeira, and the Balearics) Sweden, Switzerland, Vatican City.

**Excess** - The amount of each claim **You** have to pay.

**Fault (Faulty)** - A failure in or of the design, manufacture or installation of a component part of **Your Boat**.

**Gold Cover** - All **Policy** sections apply, and cover for all racing use as complies with the **Policy** terms and conditions, is allowed.

**Gradual deterioration** - The continuous degradation of **Your Boat** caused by, wear and tear, rust, rot, oxidation, corrosion, electrolytic or galvanic action, wasting or weathering.

**Great Britain** - England, Scotland and Wales.

**Hitchlock** - A device that is designed to prevent a trailer being hitched to or unhitched from a towing vehicle. The **hitchlock** must cover the bolts securing the tow hitch to the trailer chassis.

**Insured property** - **Your Boat** together with the outboard motor, dinghy or tender, trailer or trolley, **personal belongings** and special equipment shown in **Your Schedule**.

**Insurers** - The Insurance Company or Insurance Companies noted in **Your Schedule** who provide **Your** insurance cover.

**Loss of limbs** - Loss by physical severance at or above the wrist or ankle or the total and permanent loss of use of an entire hand, arm, leg or foot.

**Outboard motor lock** - A lock that is designed to prevent the outboard motor being removed from the transom of a boat.



**Period of insurance** - The period which **You** have paid for and which **Your Insurers** have accepted the **premium** for.

**Permanent total disablement** - Disablement which has lasted for at least 104 consecutive weeks and will in all probability prevent the Insured Person from engaging in any gainful employment of any and every kind for the remainder of their life.

**Personal belongings** – Sailing clothes and personal items that people normally wear or carry that are not part of **Your Boat** or its gear and equipment (but not cash, cash cards, credit cards, cheque cards, currency or bank notes, stamps, travel tickets, travellers cheques, bonds or securities and/or furs, jewellery watches, keys or similar property).

**Policy** - This booklet and the **schedule** make up **Your** insurance **Policy**. **You** should read them together as if they were one document.

**Premium** - The amount of money that **You** pay, and **Your Insurers** accept, for this insurance.

**Schedule** - The document that makes the **Policy** personal to **You**.

**Silver Cover** - All **Policy** sections apply, but no cover is in force whilst the **Your Boat** is being used for or taking part in, or is preparing to take part in, any race, speed trial or competition, however described, except at the location noted in the **Policy Schedule**. **Your Boat** may take part in competitive events at this location, but excluding open events, national, and/or international championships.

**Sums insured** - The values shown in **Your Schedule** for **Your Boat** and other **insured property**.

**Third party** - A person who makes a claim against anyone insured by this **Policy**.

**Total loss - Your Boat** is a **total loss** when it is totally destroyed or damaged so that it can no longer be used as a boat. If the cost of repairs is more than the value of **Your Boat**, **Your Insurers** will call it a “constructive **total loss**”.

**Total loss of sight** - Complete and irrecoverable loss of sight.

**Towergate Insurance** - New Zealand House, 160-162 Abbey Foregate, Shrewsbury, SY2 6AL Tel. 0870 1566377 Fax. 0870 1566378 **Towergate Insurance** is a trading name of Towergate Underwriting Group Limited. Registered office: Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent, ME14 3EN Registered in England No 4043759. Authorised and regulated by the Financial Conduct Authority

**United Kingdom** - For the purpose of this **Policy** **Your Insurers** define **United Kingdom** as comprising England, Scotland, Wales, Northern Ireland, Isle of Man and the Channel Islands.

**We/Us/Our** - **Your Insurers** shown in **Your Schedule**.

**Wheel clamp** - A locking device that is designed to prevent a wheel being turned and removed.

**You, Your, the Policyholder** - The person whose name is shown in **Your Schedule** or any other person who is navigating or in charge of **Your Boat** with **Your** permission who **Your Insurers** provide cover for.

**Your Boat** - The hull, superstructure, fittings, machinery, engines, gear and equipment that would normally be sold with the boat.



# Section 1 - Loss or Damage

**You** can claim for:

- loss of or damage to **Your insured property** shown in **Your Schedule** directly caused by an accident, including fire and theft;
- gear, equipment or machinery stolen from **Your Boat** or from a locked storage place on shore. **Your Insurers** will only provide cover if the theft is by someone forcing their way into or out of **Your Boat** or locked storage place, or if they remove it by force;
- loss or damage occurring while **Your Boat** is being transported by road, rail, air or ferry;
- loss or damage occurring during hauling out, launching and lifting by crane and including fitting out and overhauling;
- loss or damage to the rudder, propeller, shaft, motor, electrical machinery and their connections, caused by **Your Boat** hitting an object that is underwater or partly underwater;
- accidental damage caused by **faults**, that **You** could not know about, or caused by a **fault** in the design of **Your Boat** or the way that it was made.
- **Personal belongings** (provided they are shown in **Your Schedule**) - **Your Insurers** will insure **Your personal belongings** (including those belonging to members of **Your** family that are living with **You** all the time) against loss or damage. **Your Insurers** will only insure **Your personal belongings** while **You** are taking them from **Your** home or business address to **Your Boat** or back again and while they are on board **Your Boat**. The most **Your Insurers** will pay is the amount shown in **Your Schedule** against the **personal belongings** value. The most **Your Insurers** will pay for any single item is £250.

**You** can also claim for:

## Salvage charges

**Your Insurers** will pay the reasonable costs of saving **Your Boat** from a loss which **You** would be insured for under **Your Policy**.

## Sighting costs

**Your Insurers** will pay the cost of inspecting the underwater part of the hull of **Your Boat** after a stranding, even if there is no damage.

## Pollution costs

Loss or damage might be caused to **Your Boat** by an authority trying to stop or reduce a pollution threat. As long as **You** have done everything possible to stop or reduce the threat, **Your Insurers** will pay for the loss or damage to **Your Boat** caused by the authority.

## Special conditions applying to Section 1

### Excess

**You** must pay the first part of each claim under Section 1 – Loss or Damage of **Your Policy**, up to the amount shown in **Your Schedule**. If **Your Boat** is a **total loss** **You** do not have to pay the **excess**.



**You** must comply with the following conditions to have the full protection of **Your Policy**. If **You** do not comply with them **we** may at **our** option cancel the **Policy** or refuse to handle **Your** claim or reduce the amount of any claim payment.

While it is in transit **Your Boat** must be;

- carried on a trailer fit for the purpose and towed by a suitable vehicle; or
- fitted in a purpose built cradle and carried by a professional haulier; or
- secured or fastened to a vehicle roof rack, provided this is a suitable method of transit for **Your Boat**.

The amount **Your Insurers** will pay under Section 1

For a **total loss** – if **Your Boat** is a **total loss**, the most **Your Insurers** will pay is the **Agreed Value** of **Your Boat** shown in **Your Schedule** or provide **You** with a replacement boat as similar as possible to **Your** existing boat.

For a partial loss – if **Your insured property** is lost or damaged, **Your Insurers** will choose to either:

- pay for the repairs;
- pay for a replacement part and the reasonable costs connected with the replacement; or
- make a cash payment based on the cost of an equivalent replacement.

For salvage charges – expenses reasonably and necessarily incurred.

For sighting costs – the reasonable costs incurred provided **Your Insurers** have agreed in writing first.

**Your Insurers** will not reduce **Your** claim if **Your Insurers** replace old materials with new, except for:- Protective covers;-outboard motors;- batteries; - **personal belongings**. If **Your Insurers** replace these items with new ones, **Your Insurers** may reduce **Your** claim, because of the age and condition of the item.

**Your Insurers** will not pay for more than the value shown in **Your Schedule**, unless the costs are for salvage charges or sighting costs.

**Your Insurers** will not pay for:

any **excess** as detailed on the **schedule**;

- loss of or damage caused by:
  - **Gradual deterioration**, unless the **Gradual deterioration** could not have been identified by routine inspection and/or prevented by, servicing, maintenance or recommended replacement in accordance with engineers, surveyors or manufacturers advice;
  - osmosis;
  - insect, marine borers, barnacles, marine growth, fungi or molluscs;
  - loss of value because of age and use;
  - loss of value of **Your Boat** after it has been repaired;
- the cost of repairing or replacing any part that is lost or damaged because it was **faulty**;
- the cost of putting right any **fault** caused by somebody else's mistake or if they do not finish any repair work or alterations;
- any damage that is not repaired, as well as a **total loss** in any **period of insurance**;
- scratching, denting or bruising while **Your Boat** is being transported;
- motors, electrical machinery, electronic equipment, batteries and their connections caused by mechanical or electrical breakdown or failure
- or electronic, or computer breakdown or failure;
- stores, moorings, fishing gear, diving equipment, wet suits or similar equipment or any personal expenses **You** pay because of loss of or damage to **Your Boat**;
- **Your** outboard motors if they are stolen from **Your Boat**, unless unless they are securely fastened by an **outboard motor lock** as well as their normal fitting device.





**Your** trailer, or any **insured property** on **Your** trailer if it is stolen, unless the trailer is secured by a **hitchlock** or **wheel clamp**

**Personal belongings** claimed for or caused by:

- brittle articles that are broken, unless they are broken by thieves, burglars, fire, stranding, sinking or collision;
- moths, vermin, damp, mould, mildew, mechanical or electrical breakdown or failure, electronic or computer breakdown or failure;
- loss of value because of age or use;
- Wear and tear;
- theft of or loss of cash, cash cards, credit cards, cheque cards, currency or bank notes, stamps, travel tickets, travellers cheques, bonds or securities;
- theft of or loss of furs, jewellery and watches;
- Theft or loss of any item left unattended unless there are visible signs of forcible or violent, removal from **Your Boat**, or entry or exit from a locked motor vehicle or locked place of storage;
- Loss or damage to sailing clothing, lifejackets whilst being worn;
- The first £50.00 of any claim.



# Section 2 - Liability to Third Parties and Passengers

**You** can claim: All sums that **You** legally have to pay as a result of owning **Your Boat**, for:

- The death of or injury to any other person, including anyone getting on or off or travelling on **Your Boat**;
- damage to any other property, including other boats, piers, docks, wharves, jetties or pontoons;
- attempted raising or raising, removing or destroying the wreck of **Your Boat** or if **You** fail to remove or destroy it; or
- pollution caused by **Your Boat** as a result of loss or damage **Your Insurers** insure.

This insurance will also insure anyone else who is navigating or in charge of **Your Boat** with **Your** permission.

## **The amount Your Insurers will pay under Section 2**

The most **Your Insurers** will pay under this section is the amount shown in **Your Schedule** under the **third party** and passenger indemnity limit. This applies to each accident or series of accidents that are caused by the same event.

As long as **Your Insurers** have agreed in writing, **Your Insurers** will also pay for:

- All **Your** legal costs in settling or defending a claim; and solicitor's fees and all expenses relating to official enquiries or coroner's inquests.

## **Your Insurers will not pay claims for:**

- Death, injury or illness of anyone **You** employ;
- death, injury or illness of an employee of anyone using **Your Boat**;
- fare-paying passengers;
- divers operating from **Your Boat**, until they are safely back on board **Your Boat**;
- accidents while **Your Boat** is in transit by or attached to a mechanically propelled road vehicle or caused by any trailer **Your Insurers** insure, except when it is deliberately uncoupled from the towing vehicle;
- accidents while **Your Boat** is in transit by rail, air, ferry or sea;
- liability of any sort which comes under the Employers Liability Acts or any other law relating to workmen; and
- any punitive or exemplary damages.



## Section 3 - Personal Accident

This section of **Your Policy** insures **You** and **Your** passengers for accidental death or accidental injury while they are on **Your Boat**, or getting on or off it.

**Your Insurers** will pay:

Benefits

1. death £15,000
2. loss of one or more limbs £15,000
3. **total loss of sight** in one or both eyes £15,000
4. **permanent total disablement** after 104 weeks except when benefit is paid for **loss of limbs** or sight £15,000

**Your Insurers will not pay**

- if death or disablement happens more than 12 months from the date **You** or **Your** passengers have been injured.
- for anybody aged 76 or over at the time of the accident;
- If **You** and/or any passenger is under 16 years of age at the time of accident, the benefit of "Death" is limited to £10,000;
- **You** or **Your** passengers compensation under more than one of the categories shown above for the same accident.
- more than £20,000 in any one **period of insurance**
- **You** or **Your** passengers benefit if **You** or **Your** passengers are paid compensation under Section 2 – Liabilities to Third Parties and Passengers of **Your Policy**.

**Medical expenses**

**Your Insurers** will pay up to £500 for any doctors' or surgeons' fees for emergency treatment if **You** or **Your** passengers are injured because:

- **Your Boat** hits another boat;
- **Your Boat** hits another object; or
- **Your Boat** sinks.

**Your Insurers will not pay for**

- death or disablement resulting from:
- incidents occurring to anyone while **Your Boat** is used for any purpose other than private pleasure;
- suicide or attempted suicide or wilful exposure to danger (except in an attempt to save human life);
- the influence of intoxicating liquor or drugs (other than drugs taken under medical supervision and not for the treatment of drug addiction).



# Section 4 - General Policy Exclusions

The following exclusions apply to the whole of **Your Policy**.

## **Terrorism**

You are not insured for injury, loss, damage, liability or expense arising from the following:

Terrorism, including acts by persons or organisations that involve,

- a) causing or occasioning or threatening of harm of any nature and by any means whatsoever; or
- b) putting the public or any section of the public in fear.

The circumstances under which (a) and (b) above operate, must be such that it is reasonable to conclude that the purpose of the persons or organisations concerned are wholly or partly of a political, religious, ideological nature, or similar.

## **Radioactive contamination**

**You** are not insured for injury, loss, damage, liability or expense arising from the following:

- Ionising radiations or radioactive contamination from any nuclear fuel or from the nuclear waste arising from burning nuclear fuel;
- The radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment;
- any weapon or device that uses atomic or nuclear fission and/or fusion or any similar reaction or radioactive force or matter;
- The radioactive, toxic, explosive or other dangerous or contaminating properties of any radioactive matter.

This exclusion does not include radioactive isotopes, (other than nuclear fuel), when those isotopes are being prepared, carried, stored or used for the following purposes : a) Commercial; b) agricultural; c) medical; d) scientific; and e) any other peaceful purpose.

## **Sonic bangs**

**You** are not insured for:

- Damage caused by aircraft and other flying objects travelling at or above the speed of sound.

## **War risks**

**You** are not insured for injury, loss, damage, liability or expense arising from the following:

- War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or piracy;
- any chemical, biological, bio-chemical or electromagnetic weapon;
- or any computer, computer system, computer software programme, computer virus or process, or any other electronic system that is used for causing harm.

## **Riots and civil commotion**

**You** are not insured for any liability, loss or damage that is caused by a riot or civil commotion.



### **Use of Your Boat**

Unless **Your Insurers** agree by **endorsement** and it is specified in **Your Schedule**, **You** are not insured for any claims if **You** use **Your Boat**:

- for hire or charter;
- for anything except **Your** own private pleasure;
- outside the **cruising limits** shown in **Your Schedule**.

### **Other losses**

**You** are not insured for:

- any losses that are not directly associated with the incident that caused **You** to claim, unless expressly stated in this **Policy**.

### **Date recognition**

**You** are not insured for: Loss or damage arising from, or consisting of, the failure or inability of any equipment or any computer programme to recognise or to correctly interpret or process any date as the true or correct date, or to continue to function beyond that date; this does not exclude any resulting loss or damage otherwise insured by this **Policy**.



# Section 5 - Policy Conditions

**You** must comply with the following conditions to have the full protection of **Your Policy**. If **You** do not comply with them **we** may, at **our** option, cancel the **Policy** or refuse to handle **Your** claim or reduce the amount of any claim payment.

## Use of **Your Boat**.

**You** must take **Your Boat** ashore at all times:

- When it has nobody on board; and
- between sunset and sunrise.

## Continental use

You can take **Your Boat** and use it on **inland and coastal waters of Europe**, for up to 30 days at any one time.

## Racing cover

**Your Insurers** insure loss or damage to masts, spars and fittings, sails and standing or running rigging while **You** are racing **Your Boat**. This cover is only given if racing use is included in the level of cover that **You** have selected and applies to this **Policy**. The **excess** will apply to these claims.

## Your duty of care

**Your Insurers** will only provide the insurance described in **Your Policy** if:

- To the best of **Your** knowledge and belief the information that **You** have given is true and complete. If someone else has given the information for **You**, that person was acting for **You** at the time and **You** are responsible for the information they gave;
- anyone claiming under **Your Policy** has met all the relevant conditions;
- **You** have taken all reasonable steps to maintain and keep **Your Boat** and all its gear and equipment in a proper state of repair and seaworthiness; and
- **You** have taken all reasonable steps to protect **Your insured property** from loss or damage.

## New ownership

If **You** sell **Your Boat** or transfer it to new ownership or if a company owns **Your Boat** and there is a change in the controlling interest of the company, **Your Insurers** will cancel **Your Policy** from the date of the sale, transfer or change. **Your Insurers** will not recognise any interest or transfer of interest or assignment of this **Policy** unless it is agreed and noted in **Your Schedule**.

## Fraudulent claims

**You** must not act in a fraudulent manner. If **You** or anyone acting for **You**:

Make a claim under the **Policy** knowing the claim to be false or fraudulently exaggerated in any respect; or make a statement in support of a claim knowing the statement to be false in any respect; or submit a document in support of a claim knowing the document to be forged or false in any respect; or make a claim in any respect of any loss or damage caused by **Your** wilful act or with **Your** connivance. Then

**we** shall not pay the claim;

**we** shall not pay any other claim which has been made under the **Policy**;

**we** may at **our** option declare the **Policy** void;

**we** shall be entitled to recover from **You** the amount of any claim already paid under the **Policy** since last renewal date;

**we** shall not make any return of **premium**; and

**we** may inform the police of the circumstances.



## Cancellation

**You, Towergate Insurance or Your Insurers** can cancel this **Policy**.

- **Our** right to cancel **Your Policy**

Non payment of **premium** by **You**

- There are no days of grace for payment of **Premium** under **Your Policy**, **Your Insurers** reserve the right to cancel **Your Policy** from inception in the event of non payment of **Premium** either via **Your** intermediary or to a **Premium** payment supplier if used.
- If **Your Insurers** cancel **Your Policy** because they have been unable to collect the **Premium** by direct debit instalments, **we** will charge the cancellation fee to take account of their costs in providing **Your Policy** and for recovering any **Premium** owed to them for the **Period of Insurance**.

Other reasons **Your Insurers** may cancel **Your Policy**

- **Your Insurers** have the right to cancel **Your Policy** at any time by giving **You** fourteen days notice in writing where there is a valid reason for doing so. **Your Insurers** will send their cancellation letter to the latest address they have for **You** and will set out the reason for cancellation in their letter. Valid reasons may include but are not limited to:
  - Where **You** are required in accordance with the terms of this **Policy** to co-operate with **Your Insurers**, or send **Your Insurers** information or documentation and **You** fail to do so in a way that affects their ability to process a claim, or their ability to defend their interests. In this case **Your Insurers** may issue a cancellation letter and they will cancel **Your Policy** if **You** fail to cooperate with them or provide the required information or documentation by the end of the 14 day cancellation notice period;
  - Where there is a failure by **You** to take care of **Your** craft as required by section 5.12.2 of **Your Policy**;
  - Failure to provide adequate and correct information;
  - Where **Your Insurers** reasonably suspect fraud; or
  - Use of threatening or abusive behaviour or language, or intimidation or bullying of their staff or suppliers.
- If **Your Insurers** do cancel **Your Policy**, **Your Insurers** will refund the part of **Your Premium** **You** have not yet used less a cancellation fee to take into account their costs in providing **Your Policy**. The fees are detailed in **Your Schedule**.
- If **Your Insurers** cancel **Your Policy** at any time, **Your Insurers** will automatically cancel any cover provided by the additional services and benefits **You** chose with **Your** main **Policy** cover. The **Premium** or charges **You** have paid for these additional services and benefits may also be refunded less a pro rata charge for the time **You** have been on cover.
- **Your** insurer will not return **Your premium** if **You** have made a claim during the current **period of insurance**.
- If **Your Policy** has been in force for more than one year, **Your Insurers** will return part of any **premium** **You** have paid for the rest of the **period of insurance**. They will keep a minimum amount of £10.
- If **You** cancel **Your Policy** outside **Your** 14 day cancellation rights then no refund of **premium** will be given.

## Other insurance

If **You** make any claim under this **Policy** and there is another insurance **Policy** that insures the same loss, **We** will only pay **our** share of the claim. This condition does not apply to the Personal Accident section.

## Choice of Law and Jurisdiction

The law and jurisdiction of England and Wales will exclusively apply to this contract unless: **You** and **Your Insurers** agree otherwise; or at the date of the contract **You** live in (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law and jurisdiction of that country will apply.



## Section 6 - Claims

If **You** have an accident or loss **You** might want to claim for under **Your Policy**, **You** must contact **Towergate Insurance** on 0844 8921320 for a claim form and instructions. Send the completed claim form back to them as soon as possible.

### **What You should or should not do:**

**You** must tell the police about any theft, attempted theft, vandalism, malicious damage or loss of

#### **Your insured property;**

**You** must not admit responsibility for, pay, or negotiate any claim unless **Your Insurers** have given **You** permission;

**You** must send all claims, letters, summonses or legal documents to Towergate Underwriting Marine (Claims) as soon as possible. **You** must not reply to any of these documents;

**Your Insurers** can take over the defence or settlement of any claim;

**Your Insurers** can also take legal action to get back any payment **Your Insurers** have made under **Your Policy**. **You** must give **Your Insurers** permission to take this action in **Your** name and **You** must help them as far as possible;

**Your Insurers** can get or ask **You** to get estimates for repairs and **Your Insurers** can decide where repairs can be done.





# Section 7 - Complaints Procedure

If at any time **you** have a complaint about the services provided to **you** by **Towergate Insurance** then **you** should contact:

The Managing Director  
**Towergate Insurance**  
Ellenborough House  
Wellington Street  
Cheltenham  
GL50 1XZ

Tel: 0344 346 0427

Email: [Customer.Care@towergate.co.uk](mailto:Customer.Care@towergate.co.uk)

**Our** aim is to get it right, first time, every time. If **we** make a mistake **we** will try to put it right promptly.

If **we** can't resolve **your** complaint immediately **we** will write to **you** within 3 days. **We** will let **you** know the name and contact details of the person or specialised team dealing with **your** complaint and when **you** can expect a response.

If **we** have not resolved the situation within 8 weeks **we** will issue **you** with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution service.

If at any time **you** have a complaint about the services provided by the insurer of this **policy**, then **you** should contact, as appropriate:

Navigators and General,  
PO Box 3707,  
Swindon,  
SN4 4AX.

Tel: 01273 863450

Navigators and General is a trading name of Zurich Insurance PLC.

The Chief Executive  
Inter Partner Assistance  
C/O Arc Legal Assistance Limited  
The Gatehouse, Lodge Park  
Lodge Lane  
Colchester. CO4 5NE

Tel: 0344 770 9000

Email: [enquiries@arclegal.co.uk](mailto:enquiries@arclegal.co.uk)

**You** have the right to refer **your** complaint to the Financial Ombudsman, free of charge – but **you** must do so within six months of the date of the final response letter.

If **you** do not refer your complaint in time, the Ombudsman will not have **our** permission to consider **your** complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Telephone: 0800 0234567 or 0300 1239123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Using **our** complaints procedure or contacting the Financial Ombudsman Service does not affect **your** legal rights.



## Financial Services Compensation Scheme

**Towergate Insurance** and the **insurers** of this **policy** are covered by the Financial Services Compensation Scheme (FSCS). If **we** are unable to meet **our** obligations, **you** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim. Further information is available from the FSCS at:

[www.fscs.org.uk](http://www.fscs.org.uk)

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If **you** choose to submit **your** complaint this way it will be forwarded to the Financial Ombudsman Service.

Visit [ec.europa.eu/odr](http://ec.europa.eu/odr) to access the Online Dispute Resolution Service. Please quote **our** e-mail address:

[Customer.Care@towergate.co.uk](mailto:Customer.Care@towergate.co.uk)

Alternatively, **you** can contact the Financial Ombudsman Service directly.



## **Towergate Insurance**

Ellenborough House, Wellington Street, Cheltenham, GL50 1XZ

Tel: **01242 538438** E-mail: **boat.sales@towergate.co.uk**

**[www.towergateinsurance.co.uk](http://www.towergateinsurance.co.uk)**

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