



Stand Up Paddleboard

Third Party Liability Insurance - Policy Document

Thank you for choosing Navigators and General for your Stand Up Paddleboard Third Party Liability Insurance

Your policy

This policy is an agreement between **you** (the person(s) shown in the schedule as the insured) and **us** (Zurich Insurance plc). It is based on the information **you** gave 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 that it provides the cover **you** asked for. If not, please contact **your** insurance advisor or **us** as soon as possible.

Cancellation rights

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 SUPnsure.com together with the Certificate of Insurance within 14 days of receiving it. **We** will only charge **you** on a pro rata basis for the time **we** have been on cover subject to a minimum premium of £15 (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 £15 (plus insurance premium tax).

Please note that no cancellation refund will be allowed if a claim settlement has been paid or is in negotiation.

Certain words have specific meanings when they appear in the **Policy Documentation**. 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 showing in the schedule as the insured. The words '**we**', '**us**' and '**our**' mean Zurich Insurance plc.

Definitions

SUP: the Stand Up Paddleboard(s) and Paddle(s) described in the schedule.

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

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

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.

Section 1

Liability to others

What is covered:

we will cover **your** legal liability, up to the limit stated within the policy schedule, to compensate other people if someone dies or is injured, or property is lost or damaged, as result of **your** interest in the **SUP**.

We will provide this cover for:

you and those in control of the **SUP** with **your** permission. **You** are also covered whilst using a **SUP** not belonging to **you** and not insured under another policy.

What you are not insured for:

- liabilities whilst the **SUP** is in transit by road.
- liabilities assumed under contract, incurred solely by an agreement entered into by **you**.
- accidents or illness to persons contracted by **you**, in any capacity whatsoever, in connection with the **SUP**.
- liabilities resulting from any accident whilst the **SUP** is in the care, custody or control of any business, trade, profession or organisation.
- liability to passengers or crew engaged in any underwater sport or activity, from the time of leaving the **SUP** until safely aboard the **SUP**.
- Loss or damage to a Stand Up Paddleboard and Equipment not belonging to **you** but under **your** control.

Conditions which apply to the whole of this policy

- 1 Everyone covered by this policy must follow the policy terms and conditions.
- 2 This policy is non-transferable.
- 3 Should the **SUP** be sold or transferred to new ownership or there is a change in interest, this policy will be cancelled from the relevant date.
- 4 **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.
- 5 **You** must tell **us** if any of the information on which this insurance is based changes. Failure to do so may result in **your** insurance no longer being valid and claims not met. If in doubt about any change **you** should disclose it. If **your** policy is amended as a result of any change **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.
- 6 **You** must at all times exercise due care and diligence and do all **you** reasonably can to prevent incidents which would lead to a claim under this policy.
- 7 If any claim is covered by another insurance, **we** will not pay the claim.
- 8 If **your** 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.
- 9 No person who is not party to this policy, or to whom cover is not expressly extended, may enforce any term of this policy.
- 10 This insurance may be cancelled by us at any time subject to 30 days notice to **you** or by mutual agreement, when a pro rata return of premium shall be made calculated on the annual premium charged, subject to a minimum premium of £20 (plus insurance premium tax).

Exclusions which apply to this policy

We will not pay for any claims arising from:

- 1 war, invasion, civil war, conflict or commotion
- 2 **terrorism**.
- 3 any chemical, biological, bio-chemical or electromagnetic weapon.
- 4 ionising radiation, radioactivity, nuclear fuel, nuclear waste or nuclear equipment.
- 5 wilful misconduct or acts of recklessness by **you** or other persons in control of the **SUP** including, not limited to, conduct when under the influence of alcohol or drugs.
- 6 any accident or incident that occurs outside the period of insurance.
- 7 hire, charter, reward or any other commercial activity.
- 8 **your** failure to maintain the **SUP** in a seaworthy condition.
- 9 the **SUP** being left unattended afloat on moorings, unless otherwise agreed.
- 10 the **SUP** crossing the English Channel, Irish or North seas.
- 11 the **SUP** being more than 3 miles offshore.

Conditions Relating to Accidents and Claims

- 1 **You** should contact SUPinsure.com on the following number 01752 485099 or online at: www.supinsure.com to report an incident.
You will need to provide:
 - **your** name and address.
 - policy number
 - the place where the incident occurred.
 - what caused the incident.
 - contact details of witnesses and third parties, where known.
- 2 **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 or 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 **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 concerns **you** may have about **our** service. **We** are committed to handling complaints fairly, thoroughly and promptly.

In the first instance, if **you** have a complaint about **your** policy or claim, **you** should contact the insurance advisor acting for **you**, or **you** can contact us directly.

If **your** complaint is about:

- **your** policy, please call us on 01273 863400
- a claim, please call us on 01273 863450

Or if **you** prefer, **you** may write to us. The address to use is:

PO Box 848
Brighton
BN1 3GQ

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 while **our** enquiries are continuing. The majority of complaints **we** receive are resolved within four weeks of receipt.

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 for free on:

08000 234 567 for people phoning from a "fixed line" (for example, a landline at home) 0300 123 9 123 for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

Or e-mail:

complaint.info@financial-ombudsman.org.uk

The FOS can help with most complaints if **you** are:

- a consumer
- a business employing fewer than 10 persons that has an annual turnover or balance sheet that does not exceed €2 million
- a charity with an annual income of less than £1 million
- a trustee of a trust with a net asset value of less than £1 million

If **you** are unsure whether the FOS will consider **your** complaint please contact them directly for further information.

You are entitled to contact the FOS at any stage of **your** complaint.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation should **we** be unable to meet **our** obligations.

Further information is available on www.fscs.org.uk or **you** may contact the FSCS on 0800 678 1100.

Following this complaints procedure does not affect **your** legal rights.

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 Central bank of Ireland 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 monitored or recorded to improve our service and for security and regulatory purposes.

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