



## 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 at the back of your Policy 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, Heathervale House, Vale Avenue, Tunbridge Wells, Kent TN1 1DJ

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

E-mail [marine@lovatins.co.uk](mailto:marine@lovatins.co.uk)

[www.lovatins.co.uk](http://www.lovatins.co.uk)

### The Contract of Insurance

Your Elite Rowing Scheme – Boats and Equipment Policy is made up of this booklet, your Schedule and any endorsements shown on your Schedule. Your Policy is a contract between Lovat Insurance Brokers Ltd (hereafter referred to as Lovat), CNA Insurance Company Limited and you the Policyholder. Your Policy is formed by your proposal or information supplied by you at the outset of this insurance or as subsequently amended by you, and this Policy document.

The information you have disclosed to Lovat at the commencement of this Policy forms the basis for this Policy. You guarantee the accuracy of this 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.

### Jurisdiction

This Policy is subject to English law and any dispute arising under this Policy will be decided in accordance with English law. Marine insurance under English law is subject to an Act of Parliament called the Marine Insurance Act 1906 and accordingly that Act will regulate our dealings. Furthermore you agree to submit to the exclusive jurisdiction of the English High Court in London for all disputes arising between you and us.

May 2002

### Definitions

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

#### *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 on 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 CNA Insurance Company Limited are liable to meet a claim. Once the amount of the claims franchise is exceeded CNA Insurance Company Limited 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 boat or equipment, which is insured against Total Loss Only (TLO). The claims franchise does not apply to any Legal Liability claim under the Policy.

#### *We/Us/Our*

CNA Insurance Company Limited.

#### *Continent of Europe*

Includes 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.

#### *Endorsement*

A variation to the terms of the Policy.

#### *Period of Insurance*

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

#### *Policyholder/You/Your*

Those Insured are the person(s) and/or Club, School or College shown on the Schedule. Including all members, officials of any parent organisation and/or safety officers, coaches, helpers and those using the boat(s) 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 boat(s) and equipment listed and valued on the Schedule. Including boat(s) and/or equipment added during the currency of this insurance from the time you become responsible for them. Including boat(s) and/or equipment borrowed or hired by you.



All additions are subject to prompt notification. In the event that you fail to notify Lovat of any additions within 15 days of becoming your responsibility, insurance will attach from the date your notification is received by Lovat.

#### *Territorial Limits*

Inland and Territorial Waters of the United Kingdom and the Continent of Europe unless otherwise specified and agreed prior to inclusion.

#### *Total Loss*

- a. An actual total loss arises where the boat and/or equipment is wholly destroyed or stolen and not recovered.
- b. A constructive total loss arises where the boat and/or equipment is beyond economic repair or recovery, where the cost of repair or recovery would exceed the amount shown in the Schedule as the insured value of the boat.

#### *United Kingdom*

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

### **Section 1**

#### *Loss or Damage to Boats and Equipment*

Your Policy covers rowing boat(s) 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.

#### *Transits*

Including all transits within or between the United Kingdom and Continent of Europe including loading and unloading from the carrying conveyance. In respect of boats and/or equipment being transported by road, it is a condition that the subject matter insured is secured with suitably strong safety lines or straps and 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. A suitably strong safety line or strap is any kind of line or strap that does not break or come undone when being used and properly secures the boats and/or equipment to the conveyance.

£500 excess will apply to all claims for damage to boat(s) whilst in transit caused by the failure of the safety lines or straps.

#### *Towing on Water*

£500 excess will apply to all claims for damage to boat(s) whilst being towed by another vessel on water.

#### *General Average*

In respect of transits by Ocean Vessels this insurance extends to cover the Policyholder's liability for General Average contributions and Salvage Charges for which purpose the subject matter insured shall be deemed to be insured for its full contributory value.

#### *Accompanying Motor Propelled Craft*

Including motor propelled craft with a designed speed in excess of 17 knots owned by the Policyholder and used to accompany rowing boats during their normal operations.

#### *Outboard Engines*

This Policy covers accidental 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.

#### *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 &/or a proprietary hitch lock.

#### *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.

#### *Trestles*

When trestle(s) are used to support a boat, they are required to be in a fit state of repair and adequate for the purpose intended. Boats must not be left unsecured when on trestles. Boats must not be left on trestles outside, overnight.

#### *Sculls*

Where pairs of sculls are insured by this Policy, it is agreed that in the event of 'total loss' of one scull from a pair of sculls and a matching replacement scull is unavailable, then the pair of sculls will be considered a total loss and we will pay the insured value of the pair of sculls or replacement price whichever is the less.

*The Policyholder must clearly mark all sculls so as to be easily identified as the property of the Policyholder.*

#### *Items Insured for Total Loss*

In respect of boats and/or equipment specially noted as insured against the risks of Total and/or Constructive Total Loss (TLO), this Policy also extends to cover Liabilities to Third Parties as set out in Section 2. The claims franchise or claims excess does not apply to any claim in respect of these items.

#### *Loaned or Hired Boats and/or Equipment*

Including boats and/or equipment on loan or hire to you subject to prompt notice being received by Lovat. Such notice shall include the dates when your responsibility attaches and ceases and the original sum insured of the boat(s) and/or equipment. In the event that you fail to notify Lovat within 15 days of the boat(s) and/or equipment becoming your responsibility, insurance will be deemed to attach from the date your notification is received by Lovat.



Boats and/or equipment on loan or hire to you for a period not exceeding 15 consecutive days at any one time are included without an additional premium.

Unless otherwise agreed in advance, insurance shall be subject to the 'all loss or damage' terms as set out above, including Liabilities to Third Parties as set out in Section 2.

#### *Code of Practice for Water Safety*

All Registered or Affiliated Members of 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. 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.

#### *Claims*

The measure of indemnity in respect of claims for unrepaired damage shall be the reasonable depreciation in the market value of the boat at the time this insurance terminates arising from such unrepaired damage, but not exceeding the reasonable cost of repairs.

In no case will we be liable for unrepaired damage in the event of a subsequent total loss (whether or not covered under this Policy) sustained during the period covered by this Policy or any extension thereof.

We will not be liable in respect of unrepaired damage for more than the insured value at the time this insurance terminates.

In respect of boats originally constructed in a mould and where damage to a boat is such that you need to return the boat to the maker or successor in business or appointed agents for repair, you are hereby authorised to have the repair work put in hand subject to the maker or his successor in business or his appointed agent providing a detailed account for the work undertaken. Only work necessary to return the boat to a similar condition as that prior to the accident or occurrence giving rise to the claim shall be for our account (subject to the claims franchise or claims excess being taken into account). We reserve the right to appoint a Surveyor to inspect the boat following the repair work, to ensure that the claim has not been increased for the betterment of the boat.

## **Section 2**

#### *Liabilities to Third Parties*

We agree to indemnify the Policyholder (including the liability of any one member hereunder to another member hereunder) for any sum or sums which the Policyholder shall become legally liable to pay and shall pay, by reason of interest in the subject matter insured arising out of accidents occurring during the period of this insurance in respect of:

1. loss of or damage to any other vessel or property whatsoever.
2. loss of life, personal injury, illness or disease, including payments made for life salvage.

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.

If a boat insured hereunder, comes into collision with another boat insured hereunder the individual Policyholder's rights and remedies shall not be affected in any way.

The provisions of Section 2 shall extend to cover any person navigating or in charge of the insured boat with the permission of the Policyholder and who, whilst so navigating, becomes liable to pay and shall pay any sum or sums to any person or persons but indemnity under this Clause shall only inure to the benefit of the person navigating or in charge of the boat as described above at the written request of and through the agency of the Policyholder. Nothing in this extension shall increase our liability beyond the limit shown on the Schedule.

#### *Amount Payable*

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.

#### *Liability Exclusions*

Notwithstanding the provisions of Section 2, this Policy does not cover any liability cost or expense arising out of:

1. any direct or indirect payment by the Policyholder under Workmen's Compensation or Employer's Liability Acts and any other statutory or common law liability.
2. any liability to or incurred by any person engaged in water skiing or aquaplaning, while being towed by the boats or preparing to be towed or until safely on board or ashore.
3. any liability to or incurred by 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.

## **Section 3**

#### *Minimising Loss*

In the case of any loss or misfortune, it is the duty of the Policyholder and their servants and agents to take such measures as may be reasonable for the purpose of averting or minimising a loss, which would be recoverable under this insurance. We will contribute to charges properly and reasonably incurred by the Policyholder, their servants or agents for such measures.

You shall render to us all possible aid in obtaining information and evidence should we desire to take proceedings at our own expense and for our own benefit in the name of the Policyholder to recover compensation or to secure an indemnity from any third party in respect of anything covered by this Policy.

Measures taken by you or by us with the object of saving, protecting or recovering the subject matter insured shall not be considered as a waiver or acceptance or abandonment or otherwise prejudice the rights of either party.

The sum recoverable under this Clause shall be in addition to the loss otherwise recoverable under this Policy.



## General Conditions Applying To All Sections

1. The Policyholder is required to take all reasonable precautions to maintain the insured boats and equipment in good order. All Affiliated and individually registered members of the Amateur Rowing Association are reminded that adherence to the A.R.A. Water Safety Code is mandatory whilst participating in any events organised by or under the auspices of the Amateur Rowing Association Ltd, or any associated or affiliated club, including coaching and training activities.
2. You must inform Lovat in writing, as soon as possible, but no later than 30 days after any loss, damage or incident. You must also inform them immediately if you are aware of any writ, summons or impending prosecution. Every communication relating to a claim must be sent to them without delay.  
You or any person acting for you must not negotiate, enter into correspondence, admit or repudiate any claim or liability for injury, loss or damage, without prior consent of CNA Insurance Company Limited.  
If you are uncertain as to whether a claim will arise, you should still notify Lovat.
3. You must inform the Police of all incidents of theft, attempted theft, vandalism or malicious damage.
4. If, at any time of any incident, which results in a claim under your Policy there is other insurance covering the same liability, loss or damage, we will pay only our share of the claim.
5. This insurance may be cancelled at any time by either party giving 30 days notice in writing by pre-paid letter post properly addressed to the last known address of the Assured. Subject to no claims having been made during the period of insurance you will be entitled to a pro-rata return of premium less any administration charges. We reserve the right to cancel this Policy from the due date in the event of non-payment of the premium.
6. 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.
7. You must inform Lovat immediately if any boat or equipment is sold or transferred to a new ownership or, where there is a change in the company and there is a change in the controlling interest of the company. Your Policy may be cancelled from the date of the sale, transfer or change.
8. 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.

## General Exclusions applying to all sections

Your Policy does not cover:

1. claims arising to any boat or equipment whilst hired out to others.
2. liability accepted by agreement or contract, unless the liability would have otherwise existed.
3. 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 detention (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.
4. changes in weight or performance of any insured item, whether before or after repair or replacement.
5. 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 the Amateur Rowing Association or other Sports Organisations, as appropriate) 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.
6. claims arising whilst in transit for:
  - a. scratching, bruising and/or denting arising during transit and the cost of consequent repairing or revarnishing.
  - b. liability to Third Parties arising from any accident, whilst the subject matter insured is being towed by or is attached to a motor vehicle or has broken away or become accidentally detached from a motor vehicle.

## Complaints Procedure

It is our intention to provide you with a first class service. However, there may be occasions when you feel that this objective has not been achieved. If you are dissatisfied with any aspect of the service that you receive, please contact Lovat Insurance Brokers Ltd, handling your insurance. Please state the nature of your complaint. Quote the Policy and/or claim number, the name of any claim handling organisation with whom you have been dealing and their reference number.

If after taking this action you are dissatisfied with our response please write to:

The Chief Executive Officer, CNA Insurance Company Limited, 77 Gracechurch Street, London EC3V 0DL

If the matter is not resolved to your satisfaction you may request assistance from:

The Consumer Information Department, The Association of British Insurers, 51 Gresham Street London EC2V 7HQ

Tel +44 (0)20 7600 3333 Fax +44 (0)20 7696 8999 E-mail [info@abi.org.uk](mailto:info@abi.org.uk)

CNA Insurance Company Limited is a member of the ABI

Alternatively you may seek assistance from:

The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall London E14 9SR

Tel 0845 080 1800 E-mail [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk)

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

The Financial Ombudsman Service will become involved if you are an eligible complainant as defined by the rules of the Financial Services Authority.

The existence of this complaints procedure does not affect any right of legal action you may have against CNA Insurance Company Limited.