



## Policy Schedule

This schedule is only valid when accompanied by a current membership record showing insurance cover is in force. Full details of the cover provided is stated in the policy document which should be used alongside the policy schedule.

**Policyholder:** Canoe Association of Northern Ireland

**Policy Number:** CANO04

**Insured:** A current member of Canoe Association of Northern Ireland who has paid an insurance **premium** and has an insurance cover level noted on their current membership document.

**Reference number:** **Your** Canoe Association of Northern Ireland membership number.

**Renewable:** Annually - coinciding with **your** Canoe Association of Northern Ireland membership term.

**Cover:** The following level of cover displayed on **your** Canoe Association of Northern Ireland membership record –

- **Craft Insurance** - Cover for up to two **craft** that **you** own, up to the value of £2000 per craft.

# **Towergate Insurance**

## **Policy Document - Canoe Association of Northern Ireland Insurance**

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## How to use your policy

### Information relevant to your whole policy

This document details the full extent of **your** policy. Please read through the wording carefully to ensure the policy meets **your** requirements.

**Your** policy has been arranged by Towergate Insurance on behalf of Navigators and General.

Administered by Towergate Insurance

Address: **Towergate Insurance, Ellenborough House, Wellington Street,  
Cheltenham, GL50 1XZ**

Telephone: **0870 156 6377**

Fax: **0870 156 6378**

Towergate is a trading name of Towergate Underwriting Group Limited. Registered in England Company No. 4043759. Registered Office: 1 Minster Court, Mincing Lane, London EC3R 7AA. Authorised and regulated by the Financial Conduct Authority.

Underwritten by: 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. **Our** FCA Firm Reference Number is 203093.

### Fair Processing Notice

The privacy and security of your information is important to us. This notice explains who we are, the types of information we hold, how we use it, who we share it with and how long we keep it. It also informs you of certain rights you have regarding your personal information under current data protection law. The terms used in this Fair Processing Notice are based on the Information Commissioner's Office. You can find out more about the ICO here: [ico.org.uk](http://ico.org.uk).

### Who are we?

Towergate (part of The Ardonagh Group of companies) is the Data Controller of the information you provide us and is registered with the Information Commissioner's Office for the products and services we provide to you.

You can contact us for general data protection queries by email to [DataProtection@ardonagh.com](mailto:DataProtection@ardonagh.com) or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 55 Bishopsgate, London EC2N 3AS. Please advise us of as much detail as possible to comply with your request. For further information about The Ardonagh Group of companies please visit [www.ardonagh.com](http://www.ardonagh.com).

### **What information do we collect?**

To enable us to provide you with the right product or service to meet your needs (or to handle a claim) we will collect personal information which may include your name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to your enquiry or product and payment details (including bank account number and sort code).

We may need to request and collect sensitive personal information such as details of convictions or medical history for us to provide you with the product or service or to process a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. We will therefore not seek your explicit consent to process this information as it is required by us to provide the product or service you have requested and is legitimised by its criticality to the service provision. If you object to use of this information then we will be unable to offer you that product or service.

### **How do we use your personal information?**

We will use your personal information to:

- Assess and provide the products or services that you have requested
- Communicate with you
- Develop new products and services
- Undertake statistical analysis.

We may also take the opportunity to:

- Contact you about products that are closely related to those you already hold with us
- Provide additional assistance or tips about these products or services
- Notify you of important functionality changes to our websites.

Only where you have provided us with consent to do so, we may also from time to time use your information to provide you with details of marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group.

From time to time we will need to call you for a variety of reasons relating to your products or service (for example, to update you on the progress of a claim or to discuss renewal of your insurance contract). We are fully committed to Ofcom regulations and have strict processes to ensure we comply with them.

To ensure the confidentiality and security of the information we hold, we may need to request personal information and ask security questions to satisfy ourselves that you are who you say you are.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and we may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

**Securing your personal information**

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information that you provide to us, including information provided via forms you may complete on our websites, and information which we may collect from your browsing (such as clicks and page views on our websites).

Any new information you provide us may be used to update an existing record we hold for you.

**When do we share your information?**

To help us prevent financial crime, your details may be submitted to fraud prevention agencies and other organisations where your records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjusters) deliver some of our products or provide all or part of the service requested by you. In these instances, while the information you provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to you or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment.

We will only share your information for any direct marketing of additional services and products within The Ardonagh Group of companies where we have your consent to do so.

The data we collect about you may be transferred to, and stored at, a destination outside of the European Economic Area (“EEA”). It may also be processed by staff operating outside of the EEA who work for us or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of information you have requested.

If we provide information to a third party we will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Fair Processing Notice.

We may of course be obliged by law to pass on your information to the police or other law enforcement body, or statutory or regulatory authority including but not limited to the Employer’s Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share your information with anyone you have authorised to deal with us on your behalf.

### **How long do we keep your information for?**

We will not keep your personal information longer than is necessary for the purpose for which it was provided unless we are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service we provide. In certain cases, we will keep your information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by you or a third party at a future date, even after your contract with us has ended.

### **Your rights**

Under data protection law you have the right to change or withdraw your consent and to request details of any personal data that we hold about you. Where we have no legitimate reason to continue to hold your information, you have the right to be forgotten.

We may use automated decision making in processing your personal information for some services and products. You can request a manual review of the accuracy of an automated decision if you are unhappy with it.

If you wish to inform us of changes in consent for marketing please contact us at the address or telephone number indicated in any recent correspondence or emails you have received from us. Further details of your rights can be obtained by visiting the ICO website at [ico.org.uk](https://ico.org.uk).

The privacy and security of your information is important to us. This notice explains who we are, the types of information we hold, how we use it, who we share it with and how long we keep it. It also informs you of certain rights you have regarding your personal information under current data protection law. The terms used in this Fair Processing Notice are based on the Information Commissioner's Office. You can find out more about the ICO here: <https://ico.org.uk>.

### **Sanctions**

**We** shall not be deemed to provide cover and **we** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us**, **our** parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

## Cancellation Rights

Statutory cancellation rights

**You** may cancel this policy within 14 days of receipt of the policy documents by contacting the Canoe Association of Northern Ireland Membership Team. **Your** Insurers will give **you** a full refund of any premium **you** have paid provided that;

- **You** have not made and are not intending to make a claim
- No incident likely to give rise to a claim has occurred

**Our** right to cancel this policy

If **we** cancel **your** policy, **we** will send fourteen days written notice to **your** last address shown in **our** records.

## How to Make a Claim

**You** should contact Towergate Insurance for a claim form and instructions. This should be done as soon as reasonably practicable after the occurrence. Please contact:

Telephone: **0330 018 2292**

Email: [marineclaims@directgroup.co.uk](mailto:marineclaims@directgroup.co.uk)

In writing: **Specialist Personal Lines, Direct Group, PO Box 800, Elland, HX1 9ET**

Check **your** policy to see if the loss or damage is insured.

Telling **us** about a claim

- If **you** have an accident or loss **you** might want to claim for under **your** policy, **you** must advise **us** as soon as possible with as much information as possible.
- **You** must tell the police about any theft, attempted theft, vandalism, malicious damage or loss of **your craft**.

## How to Make a Complaint

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

In writing: **Business Unit Director-Marine, 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 endeavour 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 **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.

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

In writing: **Navigators and General, PO Box 3707, Swindon, SN4 4AX**  
Telephone: **01273 863450**

Navigators and General is a trading name of Zurich Insurance PLC

### Financial Ombudsman Service

If **you** have received a final response and **you** are still not satisfied, **you** may refer **your** case to the Financial Ombudsman Service (FOS).

The Ombudsman can be contacted at:

In writing: **Financial Ombudsman Service Exchange Tower, London E14 9SR**  
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 FOS does not affect **your** legal rights.

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**

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

### **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 circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk))

## Definitions

Each time any of the following words or phrases appear in this policy in bold type they will take the specific meaning shown below

### **Craft**

Canoes, kayaks, baidarkas, outrigger canoes, folding canoes, inflatable canoes, stand-up paddleboards, sit on top canoes, and surf skis including the **craft** or kayak hull including paddle, helmet, spray-deck and buoyancy aids. **Craft** does not include Dragon Boats (Thai type).

### **Craft Insurance**

For up to two **crafts** that **you** own, each with a value not exceeding £2000. Within this amount there is a limit of £250 for any one paddle. The policy **excess** will be applied as follows, £100 per **craft**, £50 for paddles, helmets and buoyancy aids.

### **Constructive Total Loss**

If **your craft** is damaged because of a peril **we** insure and the cost of repairs is more than the current market value of **your craft**.

### **Europe**

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

### **Excess**

The first part of each and every claim under 'Section 1 – Loss or damage' of **your** policy that **you** must pay.

### **Level of cover**

The cover which is stated on **your** Canoe Association of Northern Ireland membership record.

### **Period of insurance**

The period which **you** have paid for and which **we** have accepted the **premium** for which coincides with **your** Canoe Association of Northern Ireland membership.

### **Premium**

The amount of money that **you** pay, and **we** accept, for this insurance.

### **Territorial limits**

- Inland and coastal waters of the **United Kingdom** up to a distance of 12 miles offshore.
- The most direct route between two points of the **United Kingdom**.
- Inland and coastal waters of **Europe** for a maximum of 30 days in any **period of insurance**.

**Total loss**

If **your craft** is damaged because of a peril **we** insure and it is totally destroyed or lost.

**United Kingdom**

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

**We/Us/Our/Insurers**

Navigators & General.

**You/Your**

The person who is a member of Canoe Association of Northern Ireland and holds a validated membership record detailing the **level of cover**.

## Section 1 – Loss or damage

### What is insured

Within the **territorial limits**:

- **We** will pay for the loss or damage to **your craft**, including while in transit, directly caused by
  - a) accidental damage
  - b) fire
  - c) theft or attempted theftup to **your level of cover**.

### What is not insured

The policy **excess** unless **your craft** is a **total loss**.

Loss or damage caused by wear and tear and corrosion.

Theft of unsecured, loose items of property, where forcible removal is not required.

Loss of value of **your craft** after it has been repaired or because of age and use.

Damage resulting from faulty workmanship or the use of defective materials.

Scratching, denting or bruising while **your craft** is being transported.

Theft of **your craft**, unless

- it was stolen from a locked building.
- it was securely locked to an immovable object.
- it was stolen from the roof of a motor vehicle where it was securely locked.
- it was stolen from a trailer which is secured by a hitch lock or in the case of a “multi” **craft** trailer, a wheel clamp.

Loss or damage to **your craft** between sunset and sunrise, unless it is taken ashore or **you** are on board.

The cost of repairing or replacing any part which is lost or damaged because of a

- fault in it which **you** could not know about
- fault in its design or the way it was made unless the fault causes accidental damage.

## Section 2 – Liabilities to third parties and passengers

### Important note

As a member of Canoe Association of Northern Ireland **you** have a separate, third party liability insurance as part of **your** membership benefits. Section 2 of this policy will only be operative if that cover is not in force or the person using **your craft** is not a member of Canoe Association of Northern Ireland.

### What is insured

Within the **territorial limits**:

- **We** will pay all amounts which **you, and** anyone else who is navigating or in charge of **your craft** with **your** permission, legally must pay as a result of owning **your craft** for:
  - a) the death of or injury to any other person, including anyone getting on or off or travelling in **your craft**.
  - b) damage to any other property
  - c) raising or attempted raising, removing or destroying the wreck of **your canoe** or if **you** fail to remove or destroy it.
- **We** will also pay for
  - a) all **your** legal costs in settling or defending a claim
  - b) solicitor's fees and all expenses relating to official enquiries or coroners' inquests as long as **we** have agreed in writing.

### What is not insured

**We** will not pay claims for:

Liability arising from:

- Death, injury or illness of anyone **you** employ
- Death, injury or illness of an employee of anyone using **your craft**

Liability of any sort caused by a person holding current Canoe Association of Northern Ireland membership.

Liability of any sort which comes under the Employers Liability Acts, or any other law relating to workmen.

The most **we** will pay under this section is £5,000,000. This applies to each accident or series of accidents that are caused by the same event.

## Settlement of claims

See page 7 for full contact details.

### Section 1 – Loss or damage

#### How we settle claims

If **your craft** is repairable, **we** will choose to either:

- pay for the repairs, or
- pay for a replacement part and the reasonable costs connected with the replacement.

If **your craft** is a **total loss** or **constructive total loss** we will settle as follows:

- If **your craft** was 3 or more years old, **we** will pay the market value at the time of the loss up to the amount shown in **your level of cover**.
- If **your craft** was under 3 years old at the time of the loss, **we** will either:
  - i. Attempt to replace it with a new **craft** of identical make and model up to the value shown in **your level of cover** (if the **craft** is no longer available **we** will replace it with the make and model which is the nearest available match), or
  - ii. Pay **you** the original purchase price of **your craft**, as evidenced by the original receipt. Whichever is the lesser amount.

If the **craft** is deemed to be a **total loss** or **constructive total loss**, cover on that **craft** will be cancelled with effect from the date of loss, without return of **premium**. Any salvage will be held to be the property of the **insurers** from the same date.

**We** will not pay for:

- More than the value shown in **your level of cover** for any claim.
- Loss of value of **your craft** after it has been repaired. Repairs will be done as well as reasonably practical, given the precise appearance and condition of the **craft** may not be restored.
- Any diminution in real or perceived competitive performance, however quantified.
- Any claim for damage to the **craft** that occurred outside of **your period of insurance**.
- **We** will not reduce **your** claim because **we** replace old materials with new, except for protective covers or paddles.

If **we** replace these items with new ones, **we** might reduce **your** claim because of the age and condition of the item.

## General policy exclusions

The following exclusions apply to the whole of **your** policy.

### Radioactive Contamination

Injury, loss or damage that is caused by the following:

1. Ionising radiation or radioactive contamination from any nuclear fuel or from the nuclear waste arising from burning nuclear fuel.
2. The radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or nuclear part of that equipment.

### Sonic bangs

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

### War Risks

War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power or piracy.

### Riots and civil commotion

Any liability, loss or damage that is caused by a riot or civil commotion.

### Usage

**Your craft** if **you** use it for hire, charter or anything except **your** own private pleasure

## General policy conditions

These conditions apply to all sections of **your** policy and **you** must meet them before **we** make a payment.

### Underinsurance

If the **level of cover** is less than the full replacement cost, **we** will only pay the same proportion of the loss or damage as the **level of cover** bears to the full replacement cost.

### Claims

**Your** responsibility:

- **You** must not admit responsibility for, pay, or negotiate any claim unless **we** have given **you our** permission.
- **You** must send **us** all claims, letters, summonses or legal documents as soon as possible. **You** must not reply to any of these documents.
- **We** can take over the defence or settlement of any claim. **We** can also take legal action to get back any payment **we** have made under **your** policy.
- **We** may request **you** to obtain estimates for repairs and **we** can decide where repairs can be completed.

### Your duty of care

**We** will only provide the insurance described in **your** policy if:

- Anyone claiming under **your** policy has met all the relevant conditions.
- **You** have taken all reasonable steps to maintain and keep **your craft** and all its gear and equipment in a proper state of repair and seaworthiness.
- **You** have taken all reasonable steps to protect **your craft** from loss or damage.

### Fraudulent claims

If **you** or anyone else claiming under **your** policy makes a claim that is false or dishonest in any way **your** policy will not be valid. **You** will lose all benefits under **your** policy and **we** will not refund **your** premium.

### English Law

**Your** policy will be governed by English Law.