

## Policy Schedule

**Policyholder:** Canoe England

Policy Number: TM2663/08

**Insured:** Current members of Canoe England who have paid an insurance premium and have an insurance cover level noted on their current membership document.

### Reference

**number:** The member's Canoe England membership number.

**Renewable:** Annually, to coincide with the member's membership term.

**Cover:** One of the following four levels of cover, chosen by the member, and displayed on their Canoe England membership document:

**Explorer-** Cover for a canoe, that you own up to a value of £750.00. Within this amount there is a limit of £275.00 for any one paddle.

**Explorer Plus-** For up to three canoe's, that you own, each with a value not exceeding £750.00, within this amount there is a limit of £275.00 for any one paddle.

**Elite-** For a canoe that you own up to a value of £1,500. Within this amount there is a limit of £275.00 for any one paddle.

**Elite Plus-** Cover Up to three canoes that you own, each with a value not exceeding £1,500. Within this amount there is a limit of £275.00 for any one paddle.

**Extreme -** Cover for a canoe, that you own up to a value of £3,000.00. Within this amount there is a limit of £450.00 for any one paddle.

**Extreme Plus -** Cover Up to three canoes that you own, each with a value not exceeding £3,000.00. Within this amount there is a limit of £450.00 for any one paddle.

Contingency third party liability insurance of £3,000,000 applies for all cover levels. See policy for details.

**Insurer:** **Royal and Sun Alliance Insurance plc**

Registered No 93792.

Registered Office: St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL

Main business: Insurance Company

Authorised and regulated by the Financial Services Authority

**Intermediary:** **Towergate Mardon**

New Zealand House

160-162 Abbey Foregate

Shrewsbury, Shropshire SY2 6AL

Tel. 0870 1566377

Fax. 0870 1566378

**Note:** This schedule is only valid when accompanied by a current membership document showing that insurance cover is in force

Towergate Mardon is a trading name of Towergate Underwriting Group Limited.

Registered office: Towergate House, Eclipse Park, Sittingbourne Road,,Maidstone,Kent,ME14 3EN

## Policy of insurance

### Towergate Mardon

**Towergate Mardon is a trading name of Towergate Underwriting Group Limited.**

**Registered office: Towergate House, Eclipse Park, Sittingbourne Road,,Maidstone,Kent,ME14 3EN**

**Registered Number 4043759**

**Authorised and Regulated by the Financial Services Authority**

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### General information

#### Canoe England block insurance policy

**We** have agreed to insure members of **Canoe England** under a block policy of insurance for the level of cover shown on each member's **Level of cover** during any **period of insurance** for which the member has paid a premium.

**We** will insure **your canoe** while it is:

- Used on inland and waters around the coast of the **United Kingdom** up to a distance of 12 miles offshore. You can travel between two points of the United Kingdom by the most direct route even though this might take you outside the 12 mile limit.
- Used on inland and coastal waters of **Europe** for a maximum period of 30 days in any period of insurance.

### Your Policy

**Your policy** shows what **you** are insured for and what **you** are not insured for. **You** should read **your policy** and make sure your level of cover meets your needs.

### Making a claim

**You** may find the following advice helpful.

- Check **your policy** to see if the loss or damage is insured. Look at section 1 'loss or damage' and what is not insured. **Your policy** is not a maintenance contract and **we** do not insure loss or damage caused by wear and tear.
- Get in touch with **us** for a claim form.
- If **you** do not have to have repairs done straightaway, get two estimates if possible and send them to **us** with **your** claim form. Send **us** **your** claim form even if **you** are waiting for the estimates.
- **You** can have emergency repairs done if it stops more damage to **your canoe**, or if it means **you** can carry on using **your canoe**.
- Tell the police straightaway if someone has stolen **your** property or if it has been damaged by vandals, or **you** have lost a valuable item.
- If **you** have any questions or need help in making **your** claim, please get in touch with **us**.

## Definitions

**We** have given the words shown below a specific meaning. Whenever they are shown in **your policy in bold** type they will have that meaning.

**Canoe** – the canoe or kayak hull including paddle, helmet, spray-deck and buoyancy aids.

**Canoe England** 18 Market Place Bingham, Nottingham NG13 8AP

**Elite**- For a canoe that you own up to a value of £1,500. Within this amount there is a limit of £275.00 for any one paddle.

**Elite Plus**- Cover Up to three canoes that you own, each with a value not exceeding £1,500. Within this amount there is a limit of £275.00 for any one paddle.

**Europe**-For the purposes of this policy your insurers define Europe as; Albania, Andorra, Austria, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Eire, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, 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, **United Kingdom**, Vatican City.

**Excess** – the amount of each claim **you** have to pay.

**Explorer**- Cover for a **canoe** that **you** own up to a value of £750.00. Within this amount there is a limit of £275.00 for any one paddle.

**Explorer Plus**- For up to three **canoe's**, that **you** own, each with a value not exceeding £750.00, within this amount there is a limit of £275.00 for any one paddle.

**Extreme** - Cover for a **canoe** that **you** own up to a value of £3,000.00. Within this amount there is a limit of £450.00 for any one paddle.

**Extreme Plus** - Cover for up to three **canoes** that **you** own, each with a value not exceeding £3,000.00. Within this amount there is a limit of £450.00 for any one paddle.

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

**Insured property** - **your** canoe as shown in **your** membership level of cover

**Level of cover**-**Your** choice of cover option from the following; **Explorer, Explorer Plus, Elite and Elite Plus.**

**Member**- An individual who has current membership of **Canoe England**

**Period of insurance** - the period which **you** have paid for and which **we** have accepted the **premium** for which coincides with **your Canoe England** membership.

**Policy** – The master policy held by **Canoe England.**

**Policy Excess.** **You** must pay the first part of each claim under section 1 of **your policy**, the **policy excess** will be applied as follows, **Explorer/Explorer Plus** £50.00 per craft, paddles, helmets and buoyancy aids. **Elite/Explorer Plus** £75.00 per craft, reduced to £50 in respect of paddles, helmets and buoyancy aids.

**Premium** - the amount of money that **you** pay, and **we** accept, for this insurance.

**Total loss** - **your** canoe is a **total loss** when it is totally destroyed or damaged so that it can no longer be used as a canoe. If the cost of repairs is more than the value of **your** canoe, **we** call it a 'constructive total loss'.

**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.

**Us, we, our** Towergate Mardon, New Zealand House, 160-162 Abbey Foregate, Shrewsbury, Shropshire SY2 6AL on behalf of Royal and SunAlliance PLC,

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

**You, your, the policyholder** - the person who is a member of **Canoe England** and holds a validated membership card detailing the **level of cover**.

## **Section 1 – Loss or damage**

**We** will pay for the loss or damage to your **canoe** directly caused by an accident, including fire, theft and whilst in transit. Up to **level of cover** shown on **your** membership card

### **What is not insured**

**We** will not pay for loss or damage caused by:

- wear and tear;
- corrosion;
- pilferage, which means the removal or disappearance of loose items of property that are left unsecured in any way, where the removal does not involve the need for any force;
- loss of value because of age and use; or
- Loss of value of **your** canoe after it has been repaired.

**We** will not pay for the cost of repairing or replacing any part which is lost or damaged because of:

- a fault which **you** could not know about; or
- A fault in its design or the way it was made.

**We** will pay for accidental damage caused by these faults.

**We** will not pay for the cost of putting right any fault caused by somebody else's mistake or if they do not finish any repair work or alterations.

**We** will not pay for scratching; denting or bruising while **your** canoe is being transported.

**We** will not pay for the theft of your canoe if it is stolen unless it is from a locked building, securely locked to an immovable object, securely locked to the roof of a motor vehicle, or if it is with its trailer, unless the trailer is secured by a hitch lock or in the case of a "multi" canoe trailer, a wheel clamp.

**We** will not pay for loss or damage to **your canoe** between sunset and sunrise, unless it is taken ashore. Or you are on board.

**Excess, you** must pay the first part of each claim under Section 1 of **your policy**, up to the amount shown in **your level of cover**. If **your canoe** is a **total loss, you**, do not have to pay the excess.

## Section 2 – Liabilities to third parties and passengers

### Important note

As a member of **Canoe England** 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 canoe is not a member of **Canoe England**.

**We** will pay all amounts, which **you** legally have to pay as a result of owning **your** canoe, for:

- the death of or injury to any other person, including anyone getting on or off or travelling in **your** canoe;
- damage to any other property, including other canoes; or
- Attempted raising or raising, removing or destroying the wreck of **your** canoe or if **you** fail to remove or destroy it.

**We** also insure anyone else who is navigating or in charge of **your** canoe with **your** permission.

The most **we** will pay under this section is £3,000,000. This applies to each accident or series of accidents that are caused by the same event.

**We** 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 coroners' inquests as long as **we** have agreed in writing.

### What is not insured

**We** will not pay claims for:

- death, injury or illness of anyone **you** employ;
- death, injury or illness of an employee of anyone using **your** canoe;
- Liability of any sort caused by a person holding current BCU / Canoe England membership.
- Liability of any sort, which comes under the Employers Liability Acts, or any other law, relating to workmen.

### **Section 3 – 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:

- Ionising radiation 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 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.

#### **Your canoe, if you use it;**

- for hire or charter;
- For anything except **your** own private pleasure.

## Section 4 – General policy conditions

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

### 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** canoe 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.

### 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**.

### Cancellation

**We** can cancel this **policy**.

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

### English Law

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

## Section 5 - Claims

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.
- **You** must tell the police about any theft, attempted theft, vandalism, malicious damage or loss of **your insured property**.

The amount **we** will pay under Section 1

For a **total loss**

If **your canoe** is a **total loss** or constructive total loss, **we** will pay the market value at the time of the loss up to the amount shown in your **level of cover**.

If **your canoe** under 3 years old at the time of the loss, **we** will:

Attempt replace it with a new canoe of identical make and model up to the value shown in your level of cover. If that is not possible we will replace it with the make and model which is the nearest available match.

**We** will not pay more than the value shown in **your level of cover** for any claim.

For a partial loss

- if **your insured property** is damaged, **we** will choose to either:
- pay for the repairs; or
- pay for a replacement part and the reasonable costs connected with the replacement.

**We** will not pay more than the value shown in **your level of cover** for any claim.

- **We** will not pay for any damage that is not repaired as well as a **total loss** in any **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.

What **you** should or should not do

- **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**. **You** must give **us** permission to take this action in **your** name and **you** must help **us** as far as possible.
- **We** can get or ask **you** to get estimates for repairs and **we** can decide where repairs can be done.

## Complaints Procedure

Making a complaint

**Your Insurers** are committed to providing **You** with an exceptional level of service and customer care. **Your Insurers** do realise that things can sometimes go wrong, when this happens, **Your Insurers** want to hear about it.

If it is about **Your Policy** please contact **Towergate Mardon** or **Your Insurers**

If **Your** complaint is about a claim please contact whoever is currently dealing with **Your** claim.

In either case, if **You** wish to provide written details then please ensure that **You** provide the following details in addition to **Your** complaint:

- a. **Your** full name, postcode and contact phone number(s)
- b. type of **Policy** and **Your Policy** and/or claim number

Please write with full details (including **Policy** number and/or claim number) to **Towergate Mardon** or the **Insurer** who heads the list noted in **Your Schedule** for the appropriate policy section.

### **Towergate Mardon,**

New Zealand House,

160 -162 Abbey Foregate,

Shrewsbury,

Shropshire,

SY2 6AL

Tel: 0870 156 6377

Fax: 0870 156 6378

[marine@towergatemardon.co.uk](mailto:marine@towergatemardon.co.uk)

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

Customer Relations Office  
RSA (Royal and Sun Alliance Insurance PLC)  
Bowling Mill  
Dean Clough Industrial Park  
Halifax  
HX3 5WA  
Tel: 01422 325060  
Fax: 01422 325146  
Email: [customerrelationsoffice@ukroyalsun.com](mailto:customerrelationsoffice@ukroyalsun.com)

### **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:

Insurance Division  
Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
Tel: 0845 080 1800  
Fax: 020 7964 1001

Contacting the FOS will not affect **Your** right to take legal action.

**Towergate Mardon** and **Your Insurers** promise to **You** that they will:

- a. acknowledge written complaints promptly;
- b. investigate quickly and thoroughly;
- c. keep **You** informed of progress;
- d. do everything possible to resolve **Your** complaint;
- e. learn from their mistakes;
- f. use the information from complaints to continuously improve their service.

Telephone calls may be recorded and monitored.

### **Financial Services Compensation Scheme**

**Your Insurers** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event **Your Insurers** cannot meet their obligations to **You**. This depends 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))