



Policy Schedule

Policyholder: Scottish Canoe Association

Policy Number:

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

Reference number: The **member's Scottish Canoe Association** membership number. **Renewable:** Annually, to coincide with the **member's** membership term.

Cover: One of the following levels of cover, chosen by the **member**, and displayed on their **Scottish**

Canoe Association membership record:

Individual- Cover for a **canoe**, that **you** own up to a value of £1,500.00. Within this amount there is a limit of £250.00 for any one paddle. An **excess** of £100 applies to **canoes**, £50 to paddles.

Multi craft- For up to four **canoes** that **you** own, each with a value not exceeding £1,500.00, within this amount there is a limit of £250.00 for any one paddle. An **excess** of £100 applies to **canoes**, £50 to paddles.

Contingency third party liability insurance of £5,000,000 applies for all cover levels. See **policy** for details.

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

Contents	
General information	2
Cancellation	3
Complaints Procedure	3-5
Data protection	6-9
General policy exclusions	10
General policy conditions	10
Definitions	11
Section 1 Loss or damage	12
Section 2 Liabilities to third parties and passengers	13
Claims	14-15

General information

Scottish Canoe Association Insurance Policy

We insure **members** of **Scottish Canoe Association** for the **level of cover** shown, during the period of insurance.

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

Used on inland and coastal waters 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 will detail what **you** are, and are not insured for. Please read **your policy** wording carefully, to make sure it meets **your** needs.

Cancellation

We can cancel this **policy**.

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

Insurer: 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.

Administered by: Towergate Insurance Ellenborough House, Wellington Street, Cheltenham GL50 1XZ

Tel. 0870 1566377 Fax. 0870 1566378

Registered office: Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent, ME14 3EN Registered Number 4043759

Authorised and Regulated by the Financial Conduct Authority

How to Make a Claim:

If **you** need to make a claim contact Towergate Insurance for a claim form and instructions. Please contact:

The Claims Department
Towergate Insurance
Ellenborough House
Wellington Street
Cheltenham
GL50 1XZ
Tel: 0344 892 1320
E-mail: boat@towergate.co.uk

Complaints Procedure

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

Business Unit Director-Marine
Towergate Insurance
Ellenborough House
Wellington Street
Cheltenham
GL50 1XZ
Tel. 0344 346 0427
Email: CustomerCare@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 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

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.

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:

Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Tel: 0800 0234567 or 0300 1239123

Email: 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 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)

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.

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 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.

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.

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.

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.

Your canoe, if you use it;

1. for hire or charter;
2. For 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.

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**.

English Law

Your policy will be governed by English Law.

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.

Scottish Canoe Association – Caledonia House, South Gyle, Edinburgh, EH12 9DQ.

Canoe – the **canoe** or kayak hull including paddle, helmet, spray-deck and buoyancy aids. **Canoe** includes Canoes, Kayaks, Baidarkas, Outrigger canoes, Folding canoes, inflatable canoes, Stand-up paddleboards, Sit on top canoes, and Surf skis, but it does not include Dragon Boats (Thai type).

Constructive Total Loss- If **your Canoe** is damaged because of a peril we insure, and the cost of repairs is more than the current market value of **your canoe**.

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 – **You** must pay the first part of each claim under section 3 of **your policy**. The **policy excess** will be applied as follows, £100.00 per **canoe**, £50 for paddles, helmets and buoyancy aids.

Individual- Cover for a **canoe** that **you** own up to a value of £1500.00. Within this amount there is a limit of £250.00 for any one paddle.

Multi craft- For up to four **canoes** that **you** own, each with a value not exceeding £1500.00 Within this amount there is a limit of £250.00 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.

Member- An individual who has current membership of Scottish Canoe Association

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

Policy – The master **policy** held by Scottish Canoe Association.

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 lost.

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.

Insurers, We, Us, Our - The insurance company or companies noted in **your policy** who provide **your** insurance cover

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

You, Your, Policyholder -the person who is a **member** of **Scottish Canoe Association** and holds a validated membership record detailing the **level of cover**.

Section 1 – Loss or damage

What is insured	What is not insured
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 the level of cover shown on your membership record	We will not pay for loss or damage caused by:
We will pay for accidental damage caused by these faults; a fault which you could not know about.	Wear and Tear; Corrosion; Theft of unsecured, loose items of property, where the removal does not involve the need for any force;
We will not pay for 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; or A fault in its design or the way it was made.	Loss of value because of age and use; or Loss of value of your canoe after it has been repaired. Repairs will be done as well as reasonably practical, given the precise appearance and condition of the canoe may not be restored.
	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 **Scottish Canoe Association** **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 Scottish Canoe Association.

What is insured	What is not insured
We will pay all amounts, which you legally must pay as a result of owning your canoe , for:	We will not pay claims 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.	death, injury or illness of anyone you employ;
We also insure anyone else who is navigating or in charge of your canoe with your permission.	death, injury or illness of an employee of anyone using your canoe Liability of any sort caused by a person holding current Scottish Canoe Association 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.

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.

Claims

Making a claim

You may find the following advice helpful.

If **You** have an accident or loss **You** might want to claim under **Your Policy**.

What **You** should do:

Contact Towergate Insurance for a claim form and instructions. This should be done as soon as reasonably

practicable after the occurrence. Please contact:

The Claims Department

Towergate Insurance

Ellenborough House

Wellington Street

Cheltenham

GL50 1XZ

Tel: 0344 892 1320

E-mail: boat@towergate.co.uk

www.towergateinsurance.co.uk;

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.

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** was under 3 years old at the time of the loss, **we** will either:

Attempt to replace it with a new **canoe** of identical make and model up to the value shown in **your level of cover**,

Or;

Pay **you** the original purchase price of **your canoe**, as evidenced by the original receipt.

Whichever is the lesser sum.

In the former option, if the **canoe** is no longer available **we** will replace it with the make and model which is the nearest available match.

If the **canoe** is deemed to be a **total loss** or **constructive total loss**, cover on that **canoe** 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 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 for:

- More than the value shown in **your level of cover** for any claim.
- Loss of value of **your canoe** after it has been repaired. Repairs will be done as well as reasonably practical, given the precise appearance and condition of the **canoe** may not be restored.
- Any diminution in real or perceived competitive performance, however quantified.
- 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.

British Canoeing is an Introducer appointed representative (IAR) of Towergate Insurance. Towergate Insurance is a trading name of Towergate Underwriting Group Limited which is authorised and regulated by the Financial Conduct Authority. Registered in England, company no. 4043759. Registered address: Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent. ME14 3EN.