



ABOUT OUR INSURANCE SERVICES

DINGHY POLICY SUMMARY

Demands and needs

We have not provided you with a personal recommendation as to whether this Policy is suitable for your specific needs. You require insurance to cover loss or damage to your dinghy and your liability in respect of that dinghy and this Policy fulfils your needs.

You are reminded that under the Data Protection Act we are not able to discuss or deal with your insurance affairs with a third party, whether or not related to you, without first receiving your written consent. Should you believe that it may be necessary to deal with your insurance affairs through a third party you are requested to obtain from us an appropriate authorisation form to be completed which will allow us to deal with your nominated representative.

This is a brief summary of the Policy terms and conditions although the full cover is subject to the Terms of the Policy, a specimen of which is available on request at the address shown below and is subject to any additional cover [Endorsements] that may have been agreed.

We and other companies processing your data may from time to time need to undertake some of the processing in countries outside of the European Economic Area which may not have laws to protect your personal data, but in all cases we will ensure that it is kept securely and only used for the purposes for which you provided it.

We would remind you that you should review your insurance arrangements regularly to ensure that you are properly protected. Particularly you should ensure that you are content with the limits in the legal expense insurance.

This Policy is only available through GJW Direct which is a trading name of Groves John & Westrup Limited which is a service company to Munich Re Syndicate Limited at Lloyd's, [who provide the insurance] whose address and head office is St Helens, 1 Undershaft, London EC3A 8EE England and are members of one of the world's largest insurance groups.

Your contract with GJW Direct is a separate contract to the insurance contract and is for arranging that insurance contract.

Any correspondence in respect of your insurance should be directed to the address shown on the attached correspondence.

Groves, John & Westrup's head office address is:

Groves, John & Westrup Limited, 8th Floor Walker House,
Exchange Flags, Liverpool, L2 3YL
Telephone number 0151 473 8000
Facsimile 0151 473 8060
E.mail dinghyclaims@gjwdirect.com

Groves John & Westrup Limited are supervised by the United Kingdom Financial Conduct Authority Firm member number 310496

Law	The law applicable to this contract is subject to agreement between us and unless we have agreed otherwise the law applying to the contract is the law of England and Wales.
Premium	We charge either a £10 policy fee for single hulls or a £20 policy fee for fleet policies (more than one hull) which is shown in the Quotation/Renewal invitation. We may also charge a fee of £3 for mid term adjustments in respect of a single dinghy and £7 for multi dinghy policies and a fee of £7 for the provision of duplicate documentation
Tax	Based on our understanding of current legislation, which could alter during the term of the contract, proceeds payable on death are usually free of all United Kingdom income and capital gains tax. Other taxes may be payable. You should consult your financial adviser for advice.
Language	The Policy terms and conditions are only supplied in the English language and we will only communicate with you, unless we agree otherwise, in the English language.
Jurisdiction	Under Community Regulations you may at your option bring proceedings in England or where you are domiciled and, if the Court procedure allows, in respect of liability where the harmful event occurs.
Period of Insurance	We insure you for a period of 12 months.
Cover for Dinghy	We cover loss or damage to your dinghy caused by accidents including theft, fire, explosion, collision or malicious act. We also include outboard motors, trolleys and trailers provided they are noted on the Certificate.
Main Exclusions for Dinghy	We do not cover loss or damage caused by wear, tear, depreciation and deterioration, corrosion or osmosis weathering or rot or any part condemned as a result of design or manufacturing defect. We do not cover theft of unsecured gear, fittings or equipment unless stolen with the dinghy or from a locked place of storage. We do not cover scratching, bruising or denting whilst in transit nor damage caused by war, civil disturbance and terrorism nor do we cover mechanical breakdown and we only cover theft of the outboard motor if from a locked place of storage or when protected by an anti theft device.

<p>Additional Cover</p> <p>Personal Belongings and Kit Bag cover</p> <p>Medical Expenses</p> <p>Refund of Entry Fee</p> <p>Legal Protection</p> <p>Personal Accident</p>	<p>We will also cover your sailing clothes and personal items normally worn or carried on a dinghy and lost on or around the dinghy up to a maximum amount of £350 any one incident. We do not cover passports, cash, cash cards, credit or debit cards, cheque cards, currency or bank notes, stamps, travel tickets, travellers cheques, jewellery, watches, spectacles, contact lenses, mobile telephones or keys.</p> <p>We will also cover you and your crew for medical expenses incurred by you or them arising out of personal injury suffered on or around the dinghy caused by an accident. The maximum we cover under this extension is £1000.</p> <p>We will refund your entry fee if any open meeting you have entered is abandoned because of adverse weather conditions and you are unable to recover such fee from the organisers. Any payment under this part of the Policy will not exceed £20 per day up to a maximum of 5 days.</p> <p>We cover your legal expenses up to £25,000 free of charge to pursue damages for injury or death or out of pocket expenses following damage to the dinghy or for the defence of criminal prosecutions brought against you arising directly out of your ownership of the dinghy. We do not cover offences of dishonesty or violence or where you have obtained or attempted to obtain a financial advantage and we only cover pleas in mitigation where there is a real chance of these reducing any penalty.</p> <p>We also cover claims against retailers of goods or services supplied for use in connection with the dinghy or the dinghy itself providing that the amount in dispute is not less than £150 and not more than £5,000.</p> <p>We also cover you for accidental bodily injury or death whilst using your dinghy including embarkation and disembarkation up to a maximum of £20,000.</p>
<p>General Exclusions</p>	<p>We do not cover your dinghy if outside the United Kingdom but we do allow you to travel to and stay in EEA countries and Switzerland when we will insure your dinghy up to 30 days any one trip. EEA countries are Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Republic of Ireland, Italy, Latvia, Lichtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden.</p> <p>You should contact us if you are going to either or any of Italy, Greece or Spain in order that we can let you have the compulsory certificate for third party insurance for use in those countries.</p> <p>We do not cover you if you let your dinghy out on hire or charter or use it for any purpose other than private pleasure. We do not insure you if loss or damage arises as a result of being unseaworthy or caused intentionally or recklessly.</p> <p>We do not cover your dinghy if it is powered by an engine greater than 20 horse power or if the maximum designed speed of the dinghy is greater than 20mph or 17knots.</p> <p>We will pay the value of the insured property noted on the Certificate if it is totally lost or destroyed and the cost of recovering or repairing it exceeds the value noted on the Certificate.</p> <p>In all other cases we pay the reasonable costs of recovering and repairing less the excess.</p>
<p>Third Party Exclusions</p>	<p>We do not cover liability to third parties caused or contributed to by the trailer becoming detached from the towing vehicle or the dinghy falling off of a carrying vehicle or as a result of an accident occurring on a highway or public or private place whilst the trailer is attached to the towing vehicle or the dinghy is on, or by a carrying vehicle. We cover you up to an amount of £5,000,000.</p>
<p>What to do if you need to make a claim</p>	<p>You must notify us of any occurrence which might give rise to a claim under the Policy as soon as possible and provide us with a written report. You may do this orally or in writing to us at the address above. In the event of theft, malicious damage or other crime you must notify the police as soon as possible. You must NOT admit liability, make any offer to settle or pay a claim by a third party unless we have given our written consent.</p> <p>We have the absolute right to take over the defence or settlement of any claim.</p> <p>You may complete a claim form online and submit it to us electronically or you may print the claim form from the website and return it to us. Upon receipt of your completed claim form we aim to reply within two business days. Once the claim has been authorised, we will normally arrange to supply standard dinghy parts ourselves and will request that you pay the excess to us. We will advise you how this may be done separately at the time. If you prefer to arrange repair or replacement yourself please inform us in advance in which event you will have to pay direct the excess to the supplier or repairer. We will make direct payment to repairers if and when you confirm to us that you are fully satisfied with the repairs. If the costs involved are high we may appoint a surveyor to ascertain cause and extent of damage to your dinghy and we will consider your claim on the surveyor's advice together with comments and information provided by you. If the incident does not give rise to an insured claim or only part of the cost of repair or reinstatement is covered we will provide to you a full explanation in writing as soon as we are able to do so. You must pass to us any correspondence from third party claimants unanswered. You should not incur any expenditure other than for the purposes of averting or minimising loss without our prior consent.</p> <p>You may contact the claims department by telephone on 0151 473 8000 (Monday-Friday 9am to 5.30pm) or by facsimile 0151 473 8060 or by e-mail to dinghyclaims@gjwdirect.com. The claims address is GJW Direct, 8th Floor, Walker House, Exchange Flags, Liverpool L2 3YL.</p>

Cancellation	<p>We give you a "cooling off" period of 14 days from the time you receive the Policy. If the Policy and Certificate do not provide you with the protection you want and you do not want to continue with the insurance, you may cancel the Policy within this period and we will return part of the premium retaining a proportionate part of the premium for that period for which we have been on risk provided no claims have been made. You may cancel your policy orally or in writing at the address or number given at the head of this form.,.</p> <p>If you sell your dinghy the Policy is automatically cancelled from the date of transfer of the ownership and we will return to you the premium in respect of the unexpired period less a service charge of £10.</p>
Complaints	<p>Our Policy represents our philosophy of fairness and integrity with our customers and we will provide you with a high level of service at all times. If at any time you are not satisfied with our service or any other aspect of your insurance, you should contact us by telephone or in writing to the number or address given at the head of this leaflet or by use of the dedicated email address complaints@gjwdirect.com to see if we can resolve the matter. In the unlikely event that this does not resolve the matter you may state your complaint orally or in writing. If in writing, mark the letter "for the attention of the Complaints Director". We aim to resolve your complaint within five working days but if we are unable to do so we will acknowledge receipt of your complaint within that period. If the complaint still cannot be resolved amicably within two weeks you have the right to refer your complaint to Lloyd's at Complaints, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent, ME4 4RN, Email: complaints@lloyds.com, Telephone: +44 (0)20 7327 5693, Fax: +44 (0)20 7327 5225 and if they are not able to resolve your complaint and if you are a private policy holder or a business with a turnover of less than €2,000,000 or a charity with an annual income of less than €2,000,000 or a trustee of a trust with a net asset value of less than £1,000,000, you may then approach the Financial Ombudsman Service, Exchange Tower, London, E14 9SR telephone number 0800 0234567, facsimile 0207 9641001, email complaint.info@financial-ombudsman.org.uk who will advise whether he is able to deal with your complaint. Under the terms of the Financial Services Ombudsman Scheme we must:</p> <ol style="list-style-type: none"> 1. acknowledge your complaint within five days 2. resolve your complaint within two weeks after which you may refer your complaint to Lloyd's before referring the matter to the Financial Ombudsman Service. <p>This is in addition to any other action you may subsequently wish to take including legal action. An application to the Financial Ombudsman Service must be made within six months of being notified of our final decision about your complaint.</p>
Who Regulates Us?	<p>Groves John and Westrup Limited, 8th Floor Walker House, Exchange Flags, Liverpool L2 3YL is authorised and regulated by the Financial Conduct Authority. Our FCA Regulation Number is 310496</p> <p>You can check this on the FCA's Register by visiting the FCA's website www.fca.gov.uk/register or by contacting the FCA on 0845 606 1234</p> <p>The Financial Conduct Authority is the independent watchdog that regulates financial services. It requires us to give you this document. Use this information to decide if our services are right for you.</p>
Compensation	<p>You may be entitled to compensation from the Financial Services Compensation Scheme should the insurers be unable to meet their liabilities under this Policy. The levels of compensation available under the Scheme are for insurance: 100% of the first £2,000 of a valid claim, and 90% of the remainder.</p> <p>Further information can be obtained from the Financial Services Compensation Scheme. In addition, the Lloyd's Central Fund is available to meet claims at the discretion of the Council of Lloyd's.</p>