

IMPORTANT INFORMATION

The Policy is a legally binding Contract between you the Insured and Munich Re Syndicate Limited at Lloyd's (Syndicate 457), which is arranged through Groves, John and Westrup Limited. The Contract is based upon the information you provided when applying for insurance. You should inform us immediately in writing if there is any change in this information.

Please read the documents carefully. We are obliged to give you certain information before you make your decision to buy this Policy or alternatively to give you a "cooling off" period of 14 days from the time you received this 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 providing no claims have been made.

Any correspondence with us should be directed to the address shown on the attached correspondence. Groves, John & Westrup Limited's head office address is Silkhouse Court, Tithebarn Street, Liverpool L2 2QW, Telephone number 0151 473 8000, Facsimile 0151 473 8060, e.mail insure@gjw ltd.co.uk.

Groves, John and Westrup Limited are authorised and regulated by the Financial Conduct Authority- Firm reference number 310496 and are a Lloyd's Service Company and in matters of claims act on behalf of Munich Re Syndicate Limited at Lloyd's (Syndicate 457).

COMPLAINTS

If for any reason you are dissatisfied with our service or if you have any questions over the handling of your claim you may state your complaint in writing, marking the letter "For the attention of the Complaints Director". We aim to resolve your complaint within 5 working days but if we are unable to do so we will acknowledge receipt of your complaint within that period. We will attempt to provide you with our decision within two weeks. If we do not do so or if the complaint cannot be resolved amicably you have the right to refer your complaint to Lloyd's.

Their address is:

Complaints
Fidentia House
Walter Burke Way
Chatham Maritime
Chatham
Kent
ME4 4RN

Email: complaints@lloyds.com
Tel: +44 (0)20 7327 5693
Fax: +44 (0)20 7327 5225

Details of Lloyd's complaints procedures are set out in a leaflet "How We Will Handle Your Complaint" available at www.lloyds.com/complaints and are also available from the above address. If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service.

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.

LAW APPLICABLE TO THE CONTRACT

The law applicable to this insurance contract is subject to agreement between the parties. Unless a special Endorsement to the contrary has been requested by you and agreed by us, the law applying to this insurance contract is the law of England and Wales:

- i) If you are applying for insurance protection as a private individual, the law applicable to that part of the United Kingdom, Channel Islands or Isle of Man in which you or the first named Policyholder normally resides;
- ii) If you are applying for insurance protection in your capacity as a sole trader or as a company the law applicable to that part of the United Kingdom, Channel Islands or Isle of Man which you have your principle place of business; or
- iii) If the above does not apply, the law of England and Wales.

DATA PROTECTION ACT 1998

Groves, John & Westrup Limited, its group companies, its agents and suppliers may use your information to keep you informed by post, telephone, e-mail or other means of products and services which may be of interest to you. They may also contact you to conduct market research. Your information may also be used for the above purposes after your policy has lapsed.

We will use your information for the purposes of your insurance and in the unfortunate event of a claim. We will also use it for regulatory and statutory purposes which includes undertaking credit searches. We and other companies processing your data for the purposes mentioned above 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. Details of companies and countries involved can be provided on request. We may also be required to provide information to authorities. The Data Controllers are Groves, John & Westrup Limited and Munich Re Syndicate Limited jointly.

If you do not wish your information to be used for these purposes please write to the Data Protection Officer at the address stated above.

Group company is any company of whom Munich Re Holding Company (UK) Limited is the ultimate holding company or which is a subsidiary of Munich Re Holding Company (UK) Limited.

YOUR RIGHTS

You are entitled to request a copy of the information we hold about you for which we may charge a small fee. If you have any questions or you would like to find out more about this notice please write to the Data Protection Officer at the address stated above.

For more information on the Data Protection Act you may also write to the Office of the Information Commissioner at Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF. Telephone 0303 1231113 or 01625 545745 e-mail casework@ico.gov.uk.

Under this legislation we are only able to discuss your insurance with you unless we and you have specifically agreed to the contrary.

You should show this notice to anyone who has an insured interest under this Policy.

COVER FOR THE DINGHY

Subject to the terms and limitations of the Policy we shall cover you in respect of physical loss of or damage to the Dinghy caused by accidents including theft, fire, explosion, collision or malicious act. Reference to Dinghy in the policy only includes outboard motor(s) and trailer/trolley(s) if noted on the Certificate (hereinafter called Insured Property).

ADDITIONAL COVER

PERSONAL BELONGINGS including KIT BAG

We also cover sailing clothes and personal items normally worn or carried on a Dinghy and whilst on or around the Dinghy up to a maximum 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, keys or similar property.

MEDICAL EXPENSES

We also cover you and/or your crew for medical expenses incurred by you and/or them arising out of personal injuries suffered on or around the Dinghy caused by any of the perils covered under this Policy. Any payment under this part of the Policy will not exceed £1000 in respect of any one event or series of events arising out of the same occurrence.

EUROPEAN USE

We automatically extend your cover whilst your Dinghy is outside of the United Kingdom and within any country of the EEA and Switzerland for 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, Liechtenstein, Lithuania, Luxembourg, Malta, The Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom.

REFUND OF ENTRY FEE

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.

EXCLUSIONS TO COVER FOR THE DINGHY

This Policy does not cover physical loss of or damage to the Dinghy or Insured Property caused by:

- a) wear, tear, depreciation and deterioration, corrosion or osmosis ,weathering or rot, or any part condemned as a result of design or manufacturing defect;
- b) theft of unsecured gear, fittings or equipment unless stolen with the Dinghy or from a locked place of storage;
- c) scratching, bruising or denting whilst in transit;
- d) war, civil disturbance and terrorism, action by customs or executive action of a government, civil, criminal or administrative proceedings;

e) mechanical breakdown;

f) theft of the outboard motor unless from a locked place of storage or when protected by an anti-theft device.

GENERAL EXCLUSIONS

We do not cover loss, damage, liability or expense:

a) occurring whilst your Dinghy is outside of United Kingdom, EEA and Switzerland Inland and Coastal Waters which means tidal and non tidal waters never more than three miles from land of the United Kingdom, an EEA country or Switzerland;

b) arising whilst the Dinghy is let out on hire or charter or used for any purpose other than private . pleasure purposes;

c) arising out of the unseaworthiness of the Dinghy;

d) caused intentionally or recklessly;

e) if the Dinghy is powered by an engine greater than 20 horsepower or if the maximum designed speed of the Dinghy is greater than 20 miles an hour/17 knots;

f) caused by:

- (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuels;
- (ii) the radioactive, toxic, explosive, or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- (iv) the radioactive, toxic, explosive or any other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
- (v) any chemical, biological, biochemical or electromagnetic weapons;
- (vi) any computer, computer system, computer software programme, computer virus or process or any other electrical system.

AMOUNT PAYABLE IN THE EVENT OF LOSS OR DAMAGE

We shall pay the value of the Insured Property noted on the Certificate and in all other cases the market value if:

a) it is totally lost or destroyed; or

b) the cost of recovering and/or repairing it exceeds the value noted on the Certificate

In all other cases we will pay the reasonable cost of recovering the Insured Property and the reasonable cost of effecting repairs less the Excess and we shall not make any deduction for the supply of new material for old.

ADDITIONAL SUMS PAYABLE

We shall also pay any expense (including salvage charges) incurred for the purposes of averting or minimising physical loss of or damage to the Dinghy, outboard motor(s) and/or trailer/trolley(s) provided that in each case the expense is both reasonably incurred and reasonable in amount and results from an event (or a possibility of an event) for which there is or would be cover under the Policy.

COVER FOR LIABILITY TO THIRD PARTIES

The Insured Persons referred to in this Section are you and any person using the Dinghy with your permission.

Subject to the terms of the Policy we shall cover the Insured Persons in respect of legal liability to another person (including another person insured under this Section) arising out of the Insured Person's interest in or use of the Dinghy.

EXCLUSIONS TO COVER FOR LIABILITY OF OR TO THIRD PARTIES

This Policy does not cover the liability of or to any person employed under a contract in connection with the Dinghy or any work or repair thereto.

We shall not cover liability to third parties:

- a) caused or contributed to by the trailer becoming detached from the towing vehicle or the Dinghy falling off of the carrying vehicle;
- b) 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 carried on, or by a carrying vehicle.

We shall not cover liability arising out of a contract.

AMOUNT PAYABLE IN RESPECT OF LIABILITY TO THIRD PARTIES

We shall pay the following:

- a) the amount which an Insured Person is held liable to pay a third party up to the maximum sum noted on the Certificate in respect of any one event or series of events arising out of the same occurrence; and
- b) the costs of an Insured Person in defending any claim brought against him or her, provided that such costs are incurred with our prior written consent; and
- c) the costs of an Insured Person at any inquest, inquiry or similar proceeding, provided that such costs are incurred with our prior oral or written consent.

SALE OR CHANGE OF INTEREST IN THE DINGHY

Unless we agree in writing if during the period of insurance the ownership of the Dinghy is sold or otherwise transferred this Policy will automatically be cancelled with effect from the date of the transfer and we shall return to you the premium paid in respect of the unexpired period of insurance less a service charge of £10 provided we have not paid a claim. You promise that you will inform us in writing of any change of ownership or interest in the Dinghy within 7 days of any change taking place.

CLAIMS

The relevant Insured Person must:

- (i) notify us directly of any occurrence which might give rise to a claim under the Policy as soon as possible and provide us with a written report;
- (ii) notify the police as soon as possible of any theft, malicious damage or other crime involving the insured property;
- (iii) not admit liability, make any offer to settle or pay a claim by a third party unless we have given our written consent.

We shall have the absolute right to take over the defence or settlement of any claim.

PERSONAL ACCIDENT COVER

DEFINITIONS

BENEFIT

The amount shown in the Certificate of Benefits for the Event Listed.

BODILY INJURY

An accident causing death or physical disablement as described in the Certificate of Benefits including the direct result of abnormal exposure to the elements but not illness, disease or any naturally occurring condition or degenerative process.

INSURED

You, or any person whilst aboard the Dinghy (including embarkation and disembarkation) with your permission, including crew employed by you but excluding any other person employed by you in connection with the Dinghy.

LOSS OF A LIMB

Means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.

PERIOD OF INSURANCE

The period noted on the Certificate or in any Endorsement.

PERMANENT

Means lasting for twelve consecutive months and at the end of that time without hope of improvement.

TOTAL DISABLEMENT

Means disablement which prevents the Insured from engaging in his usual occupation.

A. COVER

1. Subject to the terms of the Policy we will cover an Insured should he or she during the Period of Insurance and whilst aboard the Dinghy including disembarking and boarding:
 - (i) sustain Bodily Injury as described in the Certificate of Benefits;
 - (ii) disappear in circumstances where accidental death may reasonably be presumed.

B. EXCLUSIONS TO COVER

1. This Extension does not cover the Insured for Bodily Injury unless:
 - (i) the accident causing the Bodily Injury operates solely directly and independently of any other cause;
 - (ii) he or she is under 75 years of age at the commencement of any Period of Insurance.
2. We do not cover any claim as a result of an Insured:
 - (i) hang gliding, paragliding, parasailing or participating in similar aerial activities;

- (ii) snorkelling, aqualung diving including disembarkation and boarding the dinghy for that purpose;
- (iii) being or becoming insane;
- (iv) being under the influence of alcohol or prohibited drugs;
- (v) contracting a sexually transmitted disease or acquired immune deficiency syndrome;
- (vi) committing or attempting to commit suicide or any act of intentional self injury;
- (vii) provoking assault except in an attempt to prevent a criminal act;
- (viii) being or having been pregnant, suffering a miscarriage or undergoing an abortion or childbirth;
- (ix) suffering from any known pre-existing physical defect or infirmity.

C. AMOUNT PAYABLE

We will pay the Benefit in respect of the event listed in the Certificate of Benefits.

CERTIFICATE OF BENEFITS

1.

(i)	Death of persons 18 years in age or over	£20,000
(ii)	Death of persons under 18 years in age	£1,500

2

(i)	Total and Permanent loss or loss of use of one limb, hand or foot	£10,000
(ii)	Total and Permanent loss or loss of use of two limbs	£20,000
(iii)	Total and Permanent loss of sight of one eye	£10,000
(iv)	Total and Permanent loss of sight of both eyes	£20,000
(v)	Total and permanent loss or loss of use of one or more limbs hands or feet and total and permanent loss of sight of one or more eyes	£20,000

3	Permanent total disablement	£20,000
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Provided that:-

1. Benefit will not be payable unless death, loss or disablement occurs within twelve months of the date of the event giving rise to the loss, disablement or death.
2. Benefit will not be payable under more than one of the Events 1 to 3 inclusive in respect of the same event giving rise to the loss, disablement or death.
3. Where a claim is made for disappearance of the Insured, Benefit will not be paid until at least one year from the date of disappearance. The Insured or his personal representatives will furnish such security as we may reasonably require guaranteeing the repayment to us of the amount of Benefit should it transpire that accidental death did not occur.

4. Our total liability in respect of any one accident or series of accidents arising out of one event shall not exceed £40,000.

Following upon a claim the Insured will:-

- (i) provide to us at their expense a written claim together with supporting details including medical certificates and records; and
- (ii) will as often as required by us, attend a medical examination at our expense; and
- (iii) in the event of death of the Insured we will be entitled to require a post mortem examination and to receive the report thereof.

LEGAL PROTECTION COVER

DEFINITIONS

ADVISER

The lawyer or other professional adviser acting for You under this extension.

ADVISERS COSTS

Reasonable legal fees and disbursements essential to Your claim and assessed on the standard basis of assessment. Third party costs shall be covered if awarded against You and paid on the standard basis.

DAS

Who administer this insurance on behalf of The Underwriters.

COMPUTER

Any computer or other electronic data processing device, equipment or system or any hardware, software, programme, instruction, data or component utilised or intended to be utilised in or by such item, or any actual or intended function of or process performed by any of them.

YOU/YOUR

In respect of:

Section 1(a) and (b) - The owner of the Dinghy and any authorised skipper or crew . If You die Your personal representatives will be covered to pursue claims covered by this insurance on Your behalf which arose prior to Your death.

Section 2 -The owner of the Dinghy.

Section 3 -The owner of the Dinghy and the authorised skipper at the time of the Insured Incident.

INDEMNITY LIMIT

£25,000 for all claims resulting from one or more events arising at the same time or from the same cause.

This is the maximum payable for all Adviser's Costs in respect of an Insured Incident.

INSURED INCIDENT

The incident or the first of a series of incidents which may lead to a claim under this extension. Only one Insured Incident will be deemed to arise from all causes of action, incidents or events that are related in any way.

INSURED PERIOD

The period defined in the Policy Certificate.

PROCEEDINGS

Section 1 and 2 - The pursuit of civil proceedings to obtain damages and appeals against judgment.

Section 3 - The defence of criminal prosecutions.

TERRITORIAL LIMITS

EEA countries and Switzerland.

THE POLICY

The Policy covering the Dinghy to which this extension is attached.

CERTIFICATE

The Certificate to The Policy.

UNDERWRITERS

The insurer defined in the Policy.

DINGHY

As defined in the Policy.

A. COVER

You are covered for Adviser's Costs up to the Indemnity Limit where:-

- the Insured Incident takes place in the Insured Period and within the Territorial Limits; and
- the Proceedings take place in countries within the Territorial Limits.

You are covered for Adviser's Costs to pursue claims:

1) following an event causing:

- (a) damage to the Dinghy or Insured Property on it against those who have caused such loss or damage; or
- (b) injury or death to You while You are on the Dinghy or embarking to or disembarking from the Dinghy;

2) against retailers in respect of goods or services supplied for Your use in connection with the Dinghy or of the Dinghy itself where the amount in dispute between you and the retailer is in excess of £150 and less than £5000.

3) You are covered for Adviser's costs to defend criminal prosecutions against You arising directly out of Your ownership or use of the Dinghy except whilst the trailer is attached to a towing vehicle. There is no cover for offences of dishonesty or violence or where You are accused of having obtained or attempted to obtain a financial advantage. Pleas in mitigation will only be supported if there is a real prospect of the plea reducing the penalty.

B. EXCLUSIONS TO COVER

1. There is no cover:-

a) In respect of any:-

- (i) claim reported to The Underwriters more than 180 days after the date that You knew or ought to have known of the event(s) giving rise to the claim;
- (ii) legal costs that are incurred before The Underwriters agree that they will pay them;
- (iii) claim relating to Your dishonesty or violent behaviour or in respect of a contract relating to Your profession, business or employment or the use of the Vessel for business or reward or any settlement payable under an insurance policy under which You are insured;
- (iv) cause excluded by General Exclusions of The Policy;
- (v) disagreement with The Underwriters;
- (vi) legal action which You take which DAS have not agreed;

- (vii) claim where you do anything that hinders The Underwriters or Your appointed representative.

2. There is no cover for any claim arising out of any venture for gain or business.

3. There is no cover:-

- (i) For Adviser's Costs incurred in unnecessary correspondence or which are recoverable from a court, tribunal or other party;
- (ii) For damages, interest or fines awarded in criminal courts;
- (iii) Where You have alternative legal expenses cover;
- (iv) For claims made by or against The Underwriters, Groves, John & Westrup Ltd or DAS;
- (v) Where The Underwriters repudiate The Policy or refuse indemnity;
- (vi) For claims relating to proceedings pursued against You by fare paying passengers, guests, a skipper or crew member, or against a guest, skipper or crew by You;
- (vii) For any consequence of any failure of any Computer (by whomsoever owned or operated) to recognise or respond to correctly and effectively, any particular date or period of time (continuous or otherwise).

C. CLAIMS

- 1) You must notify claims as soon as reasonably possible to DAS at Amicus Legal 1 London Road, Arundel, West Sussex, BN18 9BH Telephone: 01903 883811 Email: enquiries@amicuslegal.co.uk For all **existing** live policy enquiries, please contact: DAS House, Quay Side, Temple Back, Bristol, BS1 6NH Telephone: 0117 934 0087 Email: info@80e.com and in any event within 180 days of the event giving rise to the claim and complete the claim form. This must be returned promptly with all relevant information.
- 2) DAS may investigate the claim and take over and conduct Proceedings in Your name. Subject to Your consent which shall not be unreasonably withheld DAS may reach a settlement in Proceedings.
- 3) You must supply at Your own expense all of the information which DAS reasonably requires to decide whether a claim may be accepted or not. If You wish to nominate an Adviser to act for You, You may do so. The adviser must:-
 - (a) Confirm in writing that he will comply with Your obligations under this insurance;
 - (b) Agree with DAS the rate at which his costs will be calculated.

4) The Adviser will:

- (i) Provide a detailed assessment of Your prospects of success including the prospects of enforcing any judgment obtained;
- (ii) Keep DAS fully advised of all developments and provide such information as DAS may require;
- (iii) Keep DAS regularly advised of Adviser's Costs incurred;
- (iv) Advise DAS of any offers to settle and payments into court. If contrary to DAS's advice such offers or payments are not accepted there shall be no further cover for legal costs unless DAS agrees in its absolute discretion to allow the case to proceed;
- (v) Submit bills for assessment or certification by the appropriate body if requested by DAS;
- (vi) Attempt recovery of costs from third parties.

5) In the event of a dispute arising as to costs DAS may require You to change Adviser.

6) The Underwriters shall only be liable for costs for work expressly authorised by DAS in writing and undertaken while there are reasonable prospects of success.

7) You shall supply all information requested by the Adviser and DAS.

8) You are liable for any Adviser's Costs if You withdraw from the proceedings without DAS's prior consent. Any costs paid by DAS will be reimbursed by You.

9) You must:-

- (i) Keep to the terms and conditions of this policy;
- (ii) Take reasonable steps to keep any amount The Underwriters have to pay as low as possible;
- (iii) Try to prevent anything happening that may cause a claim;
- (iv) Send everything The Underwriters ask for in writing; and
- (v) Give The Underwriters full details in writing of any claim as soon as possible and give them any information they need.

10) You must tell The Underwriters if anyone offers to settle the claim.

11) If You do not accept a reasonable offer to settle a claim The Underwriters may refuse to pay any further legal costs.

12) The Underwriters may decide to pay You the amount of damages that You are claiming, or which is being claimed against You instead of starting or continuing proceedings.

13) You must take every step to recover legal costs that The Underwriters have to pay and must pay to The Underwriters any legal costs that are recovered.

14) If an Adviser refuses to continue acting for You or if You dismiss an Adviser then the cover The Underwriters provide will end at once unless they agree to appoint another Adviser.

15) The Underwriters may at their discretion require You to obtain at Your expense an opinion from a barrister chosen by You and The Underwriters as to the merits of any claim or proceedings. If the barrister's opinion indicates there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by The Underwriters.

16) The Underwriters may cancel this extension to the Policy at any time as long as they tell You at least 21 days beforehand.

17) The Underwriters will not pay any claim under any other policy, or any claim that would have been covered by any other policy if this extension did not exist.

18) Any dispute under this extension shall be referred to an arbitrator who shall be either a solicitor or a barrister. If we cannot agree on the choice of arbitrator the Law Society may be asked to make a nomination. The arbitration shall be binding and carried out in accordance with the Arbitration Acts. The costs of the arbitration shall be at the discretion of the arbitrator.

19) At any time DAS on the behalf of The Underwriters may form the view that You do not have a reasonable prospect of success in the action You are proposing to take or are taking. If so, DAS may decline support or any further support. In forming this view DAS may take into account:-

- (i) The amount of money at stake;
- (ii) The fact that a reasonable person without legal expenses insurance would not wish to pursue the matter;
- (iii) The prospects of being able to enforce a judgment;
- (iv) The fact that Your interests could be better achieved in another way.

20) You shall have the benefit of a legal helpline telephone number 01206-366500 on which questions can be raised on any private legal matter arising out of accidents to or navigation of the Dinghy or in respect of goods or services supplied for Your use in connection with the Dinghy and where such matter does not arise out of or in the conduct of business.

We provide these services 24 hours a day, 7 days a week, during the period of insurance.

To help us check and improve our service standards calls may be recorded.



The Underwriter
For and on behalf of Munich Re Syndicate Limited at Lloyd's
by Groves, John & Westrup Limited.