

# Personal Watercraft Insurance Policy

**GJW***Direct*  
*The UK's Largest Direct Boat Insurer*

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# PERSONAL WATERCRAFT INSURANCE POLICY

## INDEX

<b>SECTION 1</b> .....	<b>1</b>
GENERAL.....	1
A INTRODUCTION.....	1
B OUR SERVICE.....	1
C COMPLAINTS.....	1
D LAW APPLICABLE TO THE CONTRACT.....	2
E PAYMENT OF PREMIUM BY INSTALMENTS.....	2
F DATA PROTECTION ACT 1998.....	2
<b>SECTION 2</b> .....	<b>4</b>
THE PERSONAL WATERCRAFT.....	4
A COVER FOR THE PERSONAL WATERCRAFT.....	4
B EXCLUSIONS TO COVER FOR THE PERSONAL WATERCRAFT.....	4
C AMOUNT PAYABLE IN THE EVENT OF LOSS OF OR DAMAGE TO THE PERSONAL WATERCRAFT.....	4
<b>SECTION 3</b> .....	<b>6</b>
LIABILITIES.....	6
A COVER FOR LIABILITY TO THIRD PARTIES.....	6
B EXCLUSIONS TO COVER FOR LIABILITY OF OR TO THIRD PARTIES.....	6
C AMOUNT PAYABLE IN RESPECT OF LIABILITIES TO THIRD PARTIES.....	6
D EXCLUSIONS TO AMOUNT PAYABLE.....	6
<b>SECTION 4</b> .....	<b>7</b>
CONDITIONS PRECEDENT AND LIMITATION.....	7
A GENERAL NATURE OF A CONDITION PRECEDENT.....	7
B PRIVATE PLEASURE PURPOSES.....	7
C USERS.....	7
D ATTENDANCE WHILST AFLOAT.....	7
E REGULATION.....	7
F RACING AND SPEED TESTS.....	7
G NUMBER OF PASSENGERS.....	7
H NO TOWING.....	7
I OUT OF USE.....	7
J CRUISING AREA CONDITION PRECEDENT.....	7
K LAID UP.....	7
<b>SECTION 5</b> .....	<b>8</b>
GENERAL EXCLUSIONS.....	8
<b>SECTION 6</b> .....	<b>9</b>
GENERAL TERMS.....	9
A SALE OR CHANGE OF INTEREST OF THE PERSONAL WATERCRAFT.....	9
B EXTENSION OF COVER.....	9
C CANCELLATION.....	9
D RENEWAL.....	10
E NO CLAIMS BONUS.....	10
F ROAD TRANSIT.....	10
G TRAILER.....	10
H ASSIGNMENT.....	10
I OTHER INSURANCES.....	10

# PERSONAL WATERCRAFT INSURANCE POLICY

## INDEX - CONTINUED

<b>SECTION 7</b> .....	<b>11</b>
CLAIMS.....	11
<b>SECTION 8</b> .....	<b>13</b>
ENDORSEMENTS.....	13

## SECTION 1 - GENERAL

### A INTRODUCTION

**1** Thank you for entrusting us with your insurance requirements and welcome to Groves, John and Westrup Limited.

The Policy is a legally binding contract between you the insured and Munich Re Syndicate Limited at Lloyd's, whose address is St. Helens, 1 Undershaft, London EC3A 8EE, which is arranged through Groves, John and Westrup Limited. Any correspondence with us should be directed to the address shown on the attached correspondence.

The contract is based upon the information you provide to us. If you have proposed for insurance orally we will provide to you written details of that information. If the proposal contains any material untruth you should inform us immediately since if you do not do so the validity of the Policy may be affected.

Please read the documents carefully. We are obliged to give you certain information before you make your decision to buy the 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 which we have been on risk providing no claims have been made.

**2** Groves, John and Westrup Limited and Munich Re Syndicate Limited at Lloyd's are members of one of the world's largest insurance groups. Any correspondence with us should be directed to the address shown on the attached correspondence. Groves, John and 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@gjwlttd.co.uk

**3** Groves, John and Westrup Limited are authorised and regulated by the Financial Conduct Authority - Firm reference number 310496.

### B OUR SERVICE

Groves, John and Westrup Limited are dedicated to Pleasure Craft Insurance. Our Policy represents our philosophy of fairness and integrity with our customer. It is a straightforward and easy to understand Policy and defines in simple terms the extent of cover available. We are continually monitoring market conditions and modifying our Policy to ensure that we satisfy your requirements and provide you with excellent cover backed by a first class service particularly in the unfortunate event of a claim.

Groves, John and Westrup Limited are a Lloyd's service company and in matters of claims act on behalf of Munich Re Syndicate Limited.

As a Policyholder of Groves, John and Westrup Limited you have access to our 24 hour staffed emergency claims helpline number 0151 473 8099.

### C 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 Chief Executive Officer". 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](mailto: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](http://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.

**D 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 will be as follows:

- (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; or
- (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 principal place of business; or
- (iii) if the above does not apply, the law of England and Wales.

**E PAYMENT OF PREMIUM BY INSTALMENTS**

Reference to the payment of premiums includes payment by instalments. If you pay by this method the Policy remains an annual contract and the date of payment and the amount of the instalments are governed by the terms of the Credit Agreement. If an instalment is not received by the due date then subject to the Consumer Credit Act 1974 and regulations made thereunder you will be given written notice, giving 10 days in which to remedy the default prior to your Policy being cancelled from the day when the instalment was due and the Credit Agreement being cancelled. If you pay the premium by instalment and you suffer a total loss or constructive total loss then we shall be entitled to deduct the balance of premium from any payment we make to you in respect of that total loss or constructive total loss.

**F DATA PROTECTION ACT 1998**

Please read this notice as it explains the purposes for which we or Munich Re Syndicate Limited will use personal data and sensitive personal data which we hold. You should show this notice to anyone who has an interest in the Policy. To enable us to provide a fast and efficient service to our clients we operate a database of all information relating to your Policy including information provided to us, information contained within the Certificate of Insurance, Policy periods and renewal dates, together with any correspondence that we might exchange. Under the Data Protection Act 1998 we need to obtain your consent to holding this information on our system. If we should need to store any additional information we will of course approach you first to obtain your permission. This information is used for underwriting purposes and in the unfortunate event of a claim.

**YOUR PERSONAL DATA**

For mutual security, calls may be recorded and may be monitored for training purposes and to prevent and detect fraud. For the purposes of the Data Protection Act 1998 the Data Controllers in relation to the personal data you supply are Groves, John and Westrup Limited and Munich Re Syndicate Limited jointly.

**INSURANCE ADMINISTRATION RENEWAL AND CLAIMS HANDLING**

Information you supply may be used for the purpose of insurance administration, renewal and claims handling by us, Munich Re Syndicate Limited, Lloyd's of London, its agents, reinsurers and your intermediary. In assessing any claims made, we may undertake checks against publicly available information such as Electoral Register, County Court Judgements, bankruptcy or repossession information. Information may also be shared with other insurers either directly or via those acting for us such as loss adjusters or investigators. We may also be required to provide information to authorities particularly if you or your vessel are resident or registered outside of the United Kingdom.

**CLAIMS & UNDERWRITING EXCHANGE REGISTERS**

When we deal with your request for insurance we may search these registers and any other relevant registers. Under the conditions of your Policy, you must tell us about any incident (such as an accident or theft) which may give rise to a claim. When you tell us about an incident, we may pass this information to the registers and any other relevant registers. You can ask us for more information about this.

**YOUR ELECTRONIC INFORMATION**

If you contact us electronically, we may collect your electronic identifier, e.g. Internet Protocol (IP) address or telephone number supplied by your service provider. This information may be used by us to aid in the detection of fraud.

**SENSITIVE PERSONAL DATA**

In order to assess the terms of the insurance contract or administer claims, we will need to collect personal data which the Data Protection Act 1998 defines as sensitive, such as medical history or criminal convictions and we may need to transfer this data overseas. By proceeding with this contract, you will signify your explicit consent to such information being processed by us.

**CREDIT SEARCHES  
AND USE OF THIRD  
PARTY INFORMATION**

In assessing your application/renewal, to prevent fraud, check your identity and to maintain our policy records, we or any credit provider may:

Search files made available to them by any credit reference agencies who may keep a record of that search. We or any credit provider may also pass to credit reference agencies information we or they hold about you and your payment record. The information will be used by other credit providers for making credit decisions about you and the people with whom you are financially associated for fraud prevention, money laundering prevention and for tracing debtors. We or any credit provider may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by us or any credit provider, acceptance or rejection of your application/renewal will not depend only on the results of the credit scoring process.

**OVERSEAS  
TRANSFER OF DATA**

We and the 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 the companies and countries involved can be provided on request.

**FRAUD PREVENTION**

In order to prevent and detect fraud we may at any time: share information about you with other organisations including the Police; undertake credit searches; check and/or share your details with fraud prevention and detection agencies. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We, or other organisations may also access and use this information to prevent fraud and money laundering, for example when:

Checking details on applications for credit and credit related or other facilities;  
Managing credit and credit related accounts or facilities;  
Recovering debt;  
Tracing beneficiaries;  
Checking details on proposal and claims for all types of insurance.

Please contact us on the number shown on your policy documentation if you want to receive details of the relevant fraud prevention agencies. We or other organisations may access and use from other countries the information recorded by fraud prevention agencies.

**MARKETING AND  
MARKET RESEARCH**

Groves, John and Westrup Limited its group companies its agents and its suppliers may use your information to keep you informed by post, telephone, email 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.

If you do not wish your information to be used for these purposes please write to the Data Protection Officer at the address stated in Section 1.A.2.

Group Company is the company of which Munich Re Holdings Company (UK) Limited is the ultimate holding company or which is a subsidiary of Munich Re Holdings 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 in Section 1.A.2.

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 123 1113 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.

## SECTION 2 - THE PERSONAL WATERCRAFT

### A COVER FOR THE PERSONAL WATERCRAFT

Subject to the Conditions Precedent, Limitations and the other terms of the Policy we shall cover you in respect of physical loss of or damage to the Personal Watercraft specified in the Certificate caused by:

1. Accidents or casualties of the seas, rivers, lakes or other navigable waters;
2. Fire;
3. Malicious acts other than theft or attempted theft;
4. Theft provided that we have been advised of the serial number of the Personal Watercraft and provided the Personal Watercraft is either:
  - (i) attended; or
  - (ii) in a locked place of storage; or
  - (iii) on its trailer which is either:
    - (a) securely locked to a road vehicle and the road vehicle is either occupied or securely locked; or
    - (b) secured by a wheel clamp or ball hitch lock.
5. Damage in transit.

### B EXCLUSIONS TO COVER FOR THE PERSONAL WATERCRAFT

1. This Policy does not cover physical loss of or damage to the Personal Watercraft caused by:
  - (i) theft by trick or deception against you;
  - (ii) wear, tear or depreciation;
  - (iii) insects, marine borers, barnacles, marine growth, vermin, fungi or molluscs;
  - (iv) corrosion or rust discoverable by the exercise of reasonable care or which would be identified or prevented by the inspection, maintenance, service or replacement in accord with the manufacturer's, supplier's or other recommendation of the corroded or rusted item;
  - (v) rot, mildew, dampness, weathering, electrolysis, osmosis;
  - (vi) civil, criminal or administrative proceedings;
  - (vii) action by customs officers or executive action of a government or a government department unless arising out of an event which is covered by this Policy;
  - (viii) war, civil disturbance or Terrorism;
  - (ix) mechanical or electrical breakdown;
  - (x) by beaching or by any substance being drawn into the propelling machinery;
  - (xi) scratching, bruising or denting during transit.
2. This Policy does not cover physical loss of or damage to the trailer tyres caused by the application of brakes or by punctures, cuts, bruises or by wear and tear.
3. We shall not pay the cost and expense of rectifying or repairing any fault in design or construction or any part which is subject to a fault in design or construction or to a Latent Defect or in respect of defective workmanship carried out or materials provided by an independent contractor employed to carry out maintenance, repairs or alterations to the Personal Watercraft.

### C AMOUNT PAYABLE IN THE EVENT OF LOSS OF OR DAMAGE TO THE PERSONAL WATERCRAFT

1. It is hereby agreed this Policy is not a valued policy and is an unvalued policy and the Sum Insured is our limit of liability.
2. We shall pay the market value of Personal Watercraft or trailer immediately prior to the loss or damage but not exceeding the Sum Insured if:

- TOTAL LOSS** (i) the Personal Watercraft or trailer is totally lost or destroyed;
- CONSTRUCTIVE TOTAL LOSS** (ii) the cost of recovering and/or repairing the Personal Watercraft or trailer would exceed the market value of the Personal Watercraft or trailer;
- CONSTRUCTIVE TOTAL LOSS CAUSED BY LOSS OF USE** (iii) You have been deprived of the free use and disposal of the Personal Watercraft or trailer for a period of 12 consecutive months, commencing during the period of insurance, except in cases of theft when the period shall be a reasonable period depending upon the facts of each individual case;
- Less in all cases the Excess.
- PARTIAL LOSS** 3. In all other cases we will pay the reasonable costs of recovering the Personal Watercraft or trailer and the reasonable cost of effecting repairs less the Excess but not exceeding the sum insured.
- UNREPAIRED DAMAGE** 4. If we make a payment for partial loss and the Personal Watercraft or trailer is unrepaired at the time that the Personal Watercraft or trailer subsequently becomes a total loss or a constructive total loss, we will deduct the amount of the original payment from our payment for total loss or constructive total loss.
- AVERAGE** 5. If at the time of any partial loss, the market value is greater than the amount shown on the Certificate, our liability will be limited to the proportion which the amount shown on the Certificate bears to the market value.
- EXCESS** 6. The Excess applying in respect of:
- (i) loss or damage to the Personal Watercraft is £150;
  - (ii) theft from a locked building is £250;
  - (iii) theft other than from a locked building is the greater of 15% of the Total Sum Insured or £350;
  - (iv) drivers with less than one years' experience of driving Personal Watercraft is doubled;
  - (v) drivers under the age of 25 is doubled.

## SECTION 3 - THIRD PARTY LIABILITIES

### A COVER FOR LIABILITY TO THIRD PARTIES

1. The Insured Persons as referred to in this Section are you or any other person using the Personal Watercraft with your permission.
2. Subject to the Conditions Precedent, Limitations and other 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 Personal Watercraft.

### B EXCLUSIONS TO COVER FOR LIABILITY OF OR TO THIRD PARTIES

1. This Policy does not cover the liability of or to or in respect of the following:
  - (i) any person employed by an Insured Person in any capacity;
  - (ii) loss of or damage to property belonging to or in the custody, care or control of an Insured Person other than the Personal Watercraft itself;
  - (iii) any person while engaged in any sport which involves being towed by the Personal Watercraft unless Endorsement 1 is noted on the Certificate.
2. We do not cover liability caused or contributed to by recklessness or Wilful Misconduct on the part of the Insured Person.
3. We do not cover liability to third parties caused or contributed to by the trailer becoming detached from the towing 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.
4. We do not cover liability arising out of any contract.

We shall pay the following:

### C AMOUNT PAYABLE IN RESPECT OF LIABILITIES TO THIRD PARTIES

1. 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; and
2. The cost of an Insured Person in defending any claim brought against him, provided such costs are incurred with our prior written consent; and
3. The cost of an Insured Person at any inquest, inquiry or similar proceedings, provided such costs are incurred with our prior oral or written consent;

Less in all cases the Excess.

### D EXCLUSIONS TO THE AMOUNT PAYABLE

We shall not pay fines or punitive damages.

## SECTION 4 - CONDITIONS PRECEDENT AND LIMITATIONS

<b>A GENERAL NATURE OF A CONDITION PRECEDENT</b>	A condition of the Policy with which you must comply if we are to be liable in respect of any claim.
<b>ALTERATION OR DELETION OF CONDITIONS PRECEDENT OR LIMITATIONS</b>	If you give us prior notice in writing that you wish to alter or delete a Condition Precedent or a Limitation we may, in our discretion, and upon payment of any additional premium required, agree in writing to such alteration or deletion.
<b>B PRIVATE PLEASURE PURPOSES</b>	It is a Condition Precedent to our liability under the Policy that the Personal Watercraft will be used for private pleasure purposes only and that it will not be let out for hire or reward or otherwise used for commercial purposes.
<b>C USERS</b>	1. It is a Condition Precedent to our liability under the Policy that when the Personal Watercraft is in use on water:  (i) only experienced riders and helmsmen will be allowed to drive and/or helm the Personal Watercraft unless Endorsement 2 has been agreed and noted on the Certificate; and
<b>AGE</b>	(a) riders and helmsmen will be 16 years of age or over; or  (b) aged 14 or 15 and accompanied by an adult over 25 years of age who has at least one year's experience of riding and/or helming such a craft and/or has the RYA training certificate of competence and passed satisfactorily the examination for Personal Watercraft
<b>D ATTENDANCE WHILST AFLOAT</b>	We do not insure the Personal Watercraft if at any time it is left unattended afloat.
<b>E REGULATION</b>	It is a Condition Precedent to our liability under the Policy that you and all riders and helmsmen using your Personal Watercraft with your permission will comply with all local bye-laws and regulations and will comply with all navigational requirements and will not enter any excluded area.
<b>F RACING AND SPEED TESTS</b>	We neither insure the Personal Watercraft, you nor anyone using the Personal Watercraft if the Personal Watercraft, you or they participate in any racing or speed trial or test or undertake stunt riding or white water navigation involving the Personal Watercraft.
<b>G NUMBER OF PASSENGERS</b>	We neither insure the Personal Watercraft nor you nor anyone using the Personal Watercraft if the Personal Watercraft carries passengers in excess of manufacturer's design and specification.
<b>H NO TOWING</b>	Unless Endorsement 1 has been noted and agreed on the Certificate we neither insure the Personal Watercraft, you nor anyone using the Personal Watercraft if the Personal Watercraft tows any person or thing.
<b>I OUT OF USE</b>	It is a Condition Precedent to our liability under the Policy that when the Personal Watercraft is not in use on the water it will be:  (i) attended; or  (ii) securely locked to a road vehicle and the road vehicle will be occupied or securely locked; or  (iii) secured by a ball hitch lock or a wheelclamp or in a locked place of storage.
<b>J CRUISING AREA CONDITION PRECEDENT</b>	It is a Condition Precedent to our Liability under the Policy that the Personal Watercraft will remain within the cruising area noted on the Certificate.
<b>K LAID UP</b>	1. If you have agreed that your Personal Watercraft is laid up out of commission from 1st November to 31st March inclusive then in consideration of a reduction in the premium we do not insure the Personal Watercraft or your liability arising from your use of the Personal Watercraft on the water or in transit to/from the water during the period 1st November to 31st March inclusive.

## SECTION 5 - GENERAL EXCLUSIONS

We do not cover physical loss or damage to the Personal Watercraft or liability caused directly or indirectly by or contributed to or arising from:

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

## SECTION 6 - GENERAL TERMS

### A SALE OR CHANGE OF INTEREST OF THE PERSONAL WATERCRAFT

1.
  - (i) Unless we agree in writing if during the Period of Insurance the ownership of the Personal Watercraft is sold or otherwise transferred the Policy will automatically be cancelled with effect from the date of the transfer.
  - (ii) Returns of premium will only be given upon termination or cancellation of this Policy. If there has been a claim in the current Period of Insurance, no return of premium will be given.
  - (iii) In the first year of insurance, if the Policy is cancelled during the first 3 months of the Period of Insurance, we will refund 50% of the premium. If the Policy is cancelled during the fourth month, a 25% refund will be given. If the Policy is cancelled after the fourth month, no return of premium will be given.

In the second and subsequent years we shall return to you the premium paid in respect of the unexpired Period of Insurance, less a service charge of £25.

2. You agree to inform us in writing of any change of ownership or interest in the Personal Watercraft within seven days of any change taking place.

### B EXTENSION OF COVER

Subject to the Conditions Precedent, Limitations and terms of the Policy we extend the cover under the Policy for use of the Personal Watercraft in European Continental waters provided that:

- (i) the period when the Personal Watercraft is outside the cruising area noted on the Certificate does not exceed 30 days in total in any Period of Insurance; and
- (ii) the Personal Watercraft is transported to and from the European Continent by a suitable conveyance; and
- (iii) use of the Personal Watercraft is restricted to coastal and inland waters (which for the purposes of this extension means waters within 3 miles of the coast or shore); and
- (iv) when the Personal Watercraft is outside the cruising area noted on the Certificate the Excess will be doubled.

### IMPORTANT

Dependant upon the country you are visiting (for example Italy, Spain or Greece) you may need a Certificate of Compulsory Liability Insurance for which we will make a charge. You are advised to check and request any required certificate well in advance of your planned departure date.

### C CANCELLATION

This Policy may be cancelled by us at any time where there is a valid reason for doing so by 14 days written notice (except in respect of direct debit default when the period shall be 10 days) setting out the reason for cancellation sent by pre-paid post to the address shown in the Certificate or by mutual agreement. If we cancel we will set out the reason for cancellation in our notice. Valid reasons may include but are not limited to:

- (i) where we have been unable to collect a premium payment or Excess. In this case we will contact you in writing requesting payment by a specific date. If we do not receive payment by this date we will write to you again notifying you that payment has not been received and giving you 10 days' notice of a final date for payment. This letter will also notify you that if payment is not received by this date your Policy will be cancelled from the day when the instalment was due. If payment is not received by that date we will cancel your Policy with immediate effect and notify you in writing that such cancellation has taken place; or
- (ii) where you are required in accordance with the terms of this Policy to co-operate with us, or send us information or documentation and you fail to do so in a way that materially affects our ability to process a claim, or our ability to defend our interests. In this case we may issue a cancellation notice and we will cancel your policy if you fail to co-operate with us or provide the required information or documentation by the end of the 14 day cancellation notice period; or
- (iii) where there is a material failure by you to comply with the Conditions Precedent and Limitations contained in the Policy and in particular at Section 4 and within any applicable Endorsements or you act with wilful misconduct in the use or ownership of your Vessel;
- (iv) where we reasonably suspect fraud; or

- (v) use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers.

If we do cancel your Policy, we will return to you a proportion of the premium paid in respect of the unexpired Period of Insurance less a cancellation fee of £25 to take into account our costs in providing your policy.

If we cancel your insurance at any time, we will automatically cancel any cover provided by the additional benefits provided with your Vessel cover.

If we cancel your Policy because we have been unable to collect the premium by direct debit instalments, we will charge the cancellation fee of £25 to take account of our costs in providing your Policy and for recovering any premium owed to us for the Period of Insurance.

**D RENEWAL**

If you wish to renew the Policy you must, before the renewal is agreed, disclose to us any change of circumstances in the information you provided to us on taking out your Policy. If you fail to do so we shall be entitled to avoid the renewed Policy with effect from the date of its commencement.

**E NO CLAIMS BONUS**

1. If you renew this Policy you will be entitled to a no claims bonus on renewal provided that:

- (i) the net premium after deduction of any no claims bonus is not below the minimum premium charged by us; and
- (ii) the Policy has been in force for 12 consecutive months; and
- (iii) you renew it for a further period of 12 consecutive months; and
- (iv) no claims have been made under this Policy.

2. The amount of the reduction is as follows:

- (i) 5% for the first claim free year;
- (ii) 10% for the second consecutive claim free year;
- (iii) 15% for the third consecutive claim free year;
- (iv) 20% for the fourth consecutive claim free year;
- (v) 25% for the fifth consecutive claim free year.

**F ROAD TRANSIT**

If the Personal Watercraft is carried on a trailer you must ensure that both the trailer and the towing vehicle are fit for the purpose and this Policy does not cover loss of or damage to the Personal Watercraft or liability to a third party attributable to a breach of this clause.

**G TRAILER**

When the trailer is not being towed by a vehicle you will either protect it by a wheelclamp or ball hitch lock or place it in a locked place of storage. This Policy does not cover loss of or damage to the trailer attributable to a breach of this clause unless there is evidence of forcible and violent entry into or exit from such place of storage or forcible and violent removal of the wheelclamp or ball hitch lock.

**H ASSIGNMENT**

We are not bound by any assignment of the Policy or any interest in the Policy or any money payable under the Policy unless we have agreed this in writing.

**I OTHER INSURANCES**

We shall not pay for any loss or damage or provide any indemnity if at the time when the loss or damage occurs the Personal Watercraft, the trailer or the liability of the Insured Person is or would but for this insurance cover be covered by any other insurance. If, however, the insured value of the property covered by this Policy or the indemnity provided by this Policy is greater than the insured value or indemnity provided by such other insurance we shall, subject to the Conditions Precedent, Limitations and other terms of the Policy, pay the difference.

## SECTION 7 - CLAIMS

- NOTICE**
1. In this Section "Insured Person" means any person whose property or liability is covered by this Policy.
  2. 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;
    - (ii) if the Vessel is outside the geographical area of the British Isles, Northern Ireland and Ireland at the time of any occurrence which might give rise to a claim under the Policy, in the unlikely event you are unable to make contact with us either directly or by use of the 24 hour emergency staffed claims help line number 0044 151 473 8099 notify the local Lloyd's agent as soon as possible;
- WRITTEN REPORT**
- (iii) provide us with a written report of the occurrence as soon as possible;
- THEFT ETC.**
- (iv) notify the police as soon as possible of any theft, malicious damage or other crime involving the insured property;
- COURT PROCEDURAL RULES**
- (v) in the unlikely event of court action involving a third party:
    - (a) within seven days sign and return to us or constructively comment upon any statement of truth that we, or our representatives may require you to sign;
    - (b) search for and provide to us all documents that we, or our representative may require from you in relation to any claim under this Policy and within seven days sign and return to us any statement of disclosure that we, or our representative may request or comment constructively thereupon.
- REPAIRS**
3. We shall have the absolute right in our discretion to decide where the insured property is to be repaired.
- CLAIMS CONTROL**
4. We shall have the absolute right in our discretion and at our expense:
    - (i) to commence or take over and conduct the defence of any claim against or prosecution of any Insured Person arising out of an occurrence which might give rise to a claim under the Policy;
    - (ii) to commence or take over and conduct any claim brought in the name of an Insured Person to recover sums which are or which might be payable under the Policy;
    - (iii) to commence or take over and conduct the representation of an Insured Person at any inquest, inquiry or similar proceeding which might give rise to a claim under the Policy.
  5. The relevant Insured Person shall give us such assistance as we may reasonably request for the purposes of exercising our rights under this Section.
  6. The relevant Insured Person must pass on to us immediately unanswered communications from third parties relating to any matter which might give rise to a claim under the Policy. The Insured Person should acknowledge that communication immediately to the third party giving that person our name, address and policy number.
  7. The relevant Insured Person must not without our prior written consent:
    - (i) admit liability;
    - (ii) make any offer to settle, or compromise or pay a claim by a third party which might give rise to a claim under the Policy.
- FRAUDULENT CLAIMS**
8. (i) You must not act in a fraudulent manner. If You or anyone acting for You:
    - (a) make a claim under the Policy knowing the claim to be false or fraudulently exaggerated in any respect; or
    - (b) make a statement in support of a claim knowing the statement to be false in any respect; or

SECTION 7 continued

- (c) submit a document in support of a claim knowing the document to be forged or false in any respect; or
  - (d) make a claim in any respect of any loss or damage caused by your wilful act or with your connivance:
- (ii) then we shall:
- (a) not pay the claim;
  - (b) not pay any other claim which has been made under the Policy;
  - (c) be entitled at our option to declare the Policy void;
  - (d) be entitled to recover from You the amount of any claim already paid under the Policy since the last renewal date;
  - (e) not make any return of Premium; and
  - (f) be entitled to inform the Police of the circumstances.

## SECTION 8 - ENDORSEMENTS

THE FOLLOWING ENDORSEMENTS ARE ONLY APPLICABLE IF NOTED ON THE POLICY CERTIFICATE AND YOU PAY TO US ANY ADDITIONAL PREMIUM REQUIRED

### ENDORSEMENT 1

#### LIABILITIES TO AND OF TOWED ITEMS

- (a) Subject to the Conditions Precedent, Limitations and other terms of the Policy we cover liabilities to and of waterskiers provided that no more than two persons are being towed or preparing to be towed by the Personal Watercraft at any one time.
- (b) Subject to the Conditions Precedent, Limitations and other terms of the Policy we cover liabilities to and of kneeboards, wakeboards, ringos, biscuits and tubes provided that no more than two persons are being towed or preparing to be towed by the Personal Watercraft at any one time.

### ENDORSEMENT 2

#### INEXPERIENCED DRIVERS

Subject to the Conditions Precedent, Limitations and other terms of the Policy we will cover inexperienced riders and helmsmen to drive and/or helm the Personal Watercraft provided they are named on the Policy Certificate.

SIGNED



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

## NOTES

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**GJW***Direct*  
*The UK's Largest Direct Boat Insurer*

Registered and Head Office  
Silkhouse Court, Tithebarn Street, Liverpool L2 2QW

Registered in England & Wales under 3277391

Authorised and regulated by the Financial Conduct Authority. Firm reference number 310496

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