



**ABOUT OUR INSURANCE  
SERVICES**

**PERSONAL WATERCRAFT 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 Personal Watercraft and your liability in respect of that Personal Watercraft 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 Conditions Precedent, Limitations and other Terms of the Policy, a specimen of which is available on request 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 any legal expense insurance.

Groves, John & Westrup Limited together with 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 are members of one of the world's largest insurance groups.

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 Silkhouse Court Tithebarn Street  
Liverpool L2 2QW  
Telephone number 0151 473 8000  
Facsimile 0151 473 8060  
E.mail insure@gjwlttd.co.uk

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

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| <b>Law - Introduction</b>  | 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 as follows: <ul style="list-style-type: none"> <li>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</li> <li>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 in which you have your principal place of business; or</li> </ul> if the above does not apply, the law of England and Wales.   |
| <b>Premium</b>   | We charge a £20 policy fee which is shown in the Quotation Letter/Renewal Invitation. We may also charge a fee of up to £7 for mid term adjustments and a fee of £15 for the provision of duplicate documentation.   |
| <b>Language</b>  | 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.   |
| <b>Jurisdiction</b>  | 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.   |
| <b>Period of Insurance</b>   | We insure you for a period of 12 months.   |
| <b>Personal Watercraft cover<br/>Section 2A of the policy</b>                            | Your Personal Watercraft is covered for fortuitous accidents or casualties of the seas, rivers or lakes or other navigable waters; fire; malicious acts other than theft or attempted theft; theft providing that you have notified us of the serial number of the Personal Watercraft and the Personal Watercraft is either attended or in a locked place of storage or on its trailer which is secured with a ball hitch lock or wheel clamp.  |
| <b>Main exclusions to cover for the personal watercraft<br/>Section 2B of the policy</b> | Your Personal Watercraft is not covered for loss of or damage to Personal Watercraft caused by theft by trick or deception against you; wear, tear or depreciation; insects, marine borers, barnacles, marine growth, vermin, fungus or molluscs; corrosion, rot, rust, mildew, dampness, weathering, electrolysis, osmosis; civil, criminal or administrative proceedings; action by customs officers or executive action of a government or a government department unless arising out of an event which is covered by the policy; war, civil disturbance, terrorism; mechanical or electrical breakdown; by beaching or by any substance being drawn into the propelling machinery; scratching, bruising or denting during transit.<br><br>We do 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. We do not cover loss or damage to tyres caused by application of brakes, cuts, punctures, brakes or wear and tear. |

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| <b>Excess</b>  | The Excess payable in respect of loss or damage to Personal Watercraft is £150. The Excess is doubled in respect of drivers with less than one years experience of driving Personal Watercraft. It is also doubled for drivers under 25. The Excess increases to £250 for theft from a locked building and in the case of theft other than from a locked building is the greater of 15% of the total sum insured or £350.   |
| <b>Liability cover section 3A of the policy</b>                                | We will cover your liability or that of any person using your personal watercraft with your permission.   |
| <b>Main exclusions for liability to third parties Section 3B of the policy</b> | <p>We do not cover liability of or to any person employed by you in any capacity or employed in any capacity by anyone using your Personal Watercraft; loss of or damage to property belonging to or in the custody, care or control of you or any person using your personal watercraft; any person while engaged in any sport which involves being towed by the personal watercraft unless we have agreed in writing.</p> <p>We do not cover liability caused or contributed to by recklessness or wilful misconduct on your behalf or that of anyone using your Personal Watercraft.</p> <p>We do not cover liability to third parties caused or contributed to or by the trailer becoming detached from the towing vehicle or as a result of an accident occurring on a highway or a public or private place whilst the trailer is attached to the towing vehicle nor do we cover liability arising out of contract.</p>  |
| <b>Conditions Precedent and Limitations Section 4 of the policy</b>            | <p>A Condition Precedent of the Policy is a condition with which you must comply if we are to be liable in respect of any claim.</p> <p>It is a Condition Precedent that the Personal Watercraft will only be used for private pleasure purposes and will not be let out for hire or reward or used for commercial purposes. S4B</p> <p>It is a Condition Precedent that when the Personal Watercraft is in use on water only experienced riders and helmsmen will be allowed to drive and/or helm the Personal Watercraft unless we have agreed otherwise in writing.</p> <p>It is a Condition Precedent that when the Personal Watercraft is in use on water, riders and helmsmen will be 16 years of age or over; riders and helmsmen aged 14 or 15 shall be accompanied by an adult over 25 years of age who has at least one years experience of riding and/or helming such a craft and/or has the RYA training certificate for competence and passed satisfactorily the examination for personal watercraft. S4C</p> <p>The Personal Watercraft will not at any time be left unattended afloat, if it is we do not insure you. S4D</p> <p>It is a Condition Precedent that all persons using the Personal Watercraft with your authority and agreed by us in writing shall comply with all local byelaws and regulations relating to the use of Personal Watercraft and will comply with all navigational requirements and will not enter any excluded area. S4E</p> <p>We do not insure you or the Personal Watercraft if you or the Personal Watercraft participates in any racing or speed tests or competitions of any type or any trials in connection therewith or white water navigation. S4F</p> <p>We do not insure you if the Personal Watercraft carries passengers unless the Personal Watercraft is designed and certificated to carry more than one person and we do not insure you if the number of persons on board and being carried by the Personal Watercraft exceeds the manufacturers design and specification. S4G</p> <p>We do not insure you if the Personal Watercraft tows any person or thing unless we have agreed in writing to the contrary and then you may not tow more than two people at any one time. S4H</p> <p>It is a Condition Precedent to our liability that when the Personal Watercraft is not in use on the water it will be either attended or securely locked to a road vehicle and the road vehicle will be occupied or securely locked or attended or secured by a hitch lock or a wheel clamp or in a locked place of storage. S4I</p> <p>We will not insure you if the Personal Watercraft goes outside of the Cruising Area we have agreed on the Certificate. S4J</p> |
| <b>General exclusions applicable to the whole policy</b>                       | We do not cover loss, damage or liability arising from ionising radiations, radioactive toxic explosive or other hazardous or contaminating products of any nuclear installation, a weapon or device employing atomic or nuclear fission or fusion, the radioactive, toxic explosive or other hazardous or contaminating properties of any radioactive matter, any chemical, biological, biochemical or electromagnetic weapon or the use or operation as a means for inflicting harm of any computer or computer program.  |
| <b>Limit</b>   | <p>In respect of loss of or damage to your Personal Watercraft, trailer or outboard motor, the limit of our liability is the Sum Insured that we have agreed.</p> <p>Our limit of liability in respect of third party claims is £3,000,000 any one accident or series of accidents except in respect of liability to/of towed items when the limit is £1,000,000.</p>   |
| <b>What to do if you need to make a claim</b>                                  | <p>We are a Lloyd's Service Company and in matters of claim act upon the behalf of Munich Re Syndicate Limited.</p> <p>You must notify us of any occurrence which might give rise to a claim as soon as possible.</p>   |

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|                            | <p>Our telephone number for claims purposes only is shown on our correspondence and we are open between 9.00am and 5.30pm Monday to Friday with the exception of Bank Holidays. At all other times you can leave a message on our answer phone and we will call you back as soon as the office is open and in the event of an emergency you may use the 24 hour claims help line number 0151 473 8099.</p> <p>Upon notification of a claim we will send to you a claim form for completion and will at the same time provide specific advice and if necessary appoint an impartial surveyor. We will ascertain nature, cause and extent of damage and our consideration of your claim will be based on the advices of the surveyor taking into account information and evidence provided by you.</p> <p>In the event the incident does not give rise to a claim recoverable under the insurance policy provided, or only part of the cost of repair or reinstatement is recoverable, we will give you a full explanation in writing.</p> <p>On receipt of a completed claim form, and if the claim is recoverable, we will, on provision of written estimates of repair inform you that we have no objection to repairs proceeding at which time we will advise you as to any reservations we might have as to cost of repairs. Instruction for repairs must be provided by you and you are responsible for all repair bills. To assist you, however, we are prepared to make direct payments to repairers providing that you are fully satisfied with the repairs and authorise us so to do.</p> <p>We do not have approved repairers but will authorise you to proceed with a particular repairer on the basis of estimates being fair and reasonable in amount. Under the policy we have absolute right in our discretion to decide where property is to be repaired but it is unusual for us to veto any particular repairer it being our practice to accommodate, as far as possible, your own choice of repairer. In the event of a total loss of your Personal Watercraft or it is not capable of being repaired for a sum equal to or less than its market value we will, subject to terms and conditions of the policy, pay you the market value of the Personal Watercraft. Our policy is a unvalued policy and accordingly any payment is made on the open market value of your Personal Watercraft not exceeding the sum insured. You should not without our prior written consent admit any liability, make any offer to settle or compromise the claim against you which might give rise to a claim under the policy. You should not incur any expenditure except for the purposes of averting or minimising loss without our prior written consent. You should notify the Police as soon as possible of any theft, malicious damage or other crime involving the insured property.</p> |
| <p><b>Cancellation</b></p> | <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.</p> <p>If you sell your Personal Watercraft the policy is automatically cancelled from the date of transfer of ownership and if the policy is cancelled. A return of premium will only be made upon cancellation or termination of the policy and no return will be made if there has been a claim during the current Period of Insurance. If the policy is cancelled during the first three months of the Period of Insurance we will refund 50% of the premium. If the Policy is cancelled during the fourth month of the Period of Insurance we will return 25% of the Premium and if cancelled after four months of the commencement of the Period of Insurance no return of premium will be made. 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.</p> <p>We may cancel the policy at any time but only for cause by 14 days written notice.</p>  |
| <p><b>Complaints</b></p>   | <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 to see if we can resolve the matter. In the unlikely event that this does not resolve the matter you may state your complaint in writing, marking 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 you have the right to refer your complaint to Lloyd's at Complaints, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent, ME4 4RN<br/>Email: <a href="mailto:complaints@lloyds.com">complaints@lloyds.com</a>, 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 €2,000,000, you may then approach the Financial Ombudsman Service, Exchange Tower, London, E14 9SR telephone number 0800 0234567, facsimile 0207 9641001, email <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a> 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"> <li>1. acknowledge your complaint within five days</li> <li>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.</li> </ol> <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>  |
| <p><b>Compensation</b></p> | <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>  |