

# Plain Language Insurance Policy

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

## GUIDANCE NOTES

### NOTES

Upon receipt of your insurance policy, may we remind you to always check all the details very carefully especially:

a) **Your in commission and lay up periods:**

We believe the in commission and laid up dates that you have requested have been correctly stated by us on your Policy Certificate. If they are different from those stated and agreed during the initial quotation stage and you want to change them please let us know immediately and if your request is acceptable to us, we will advise you of any additional premium due or any other change in terms and amend your Policy Certificate.

b) **Your list of Personal Property:**

We would advise you not to underestimate the amount of cover requested for Personal Property. If you are in any doubt as to the extent of cover you need please ask us for further guidance. We would also remind you that you will only have cover on any single item valued over £200 if you have advised us in writing of each item and its value.

c) **Your Trailer, Boat, Liferaft and Outboard:**

If cover is required on any of the above items, please ensure you advise us of all the relevant details in accordance with your request, particularly the value of each item.

# PLAIN LANGUAGE INSURANCE POLICY

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## SECTION 1 - GENERAL

### A INTRODUCTION

**1** Thank you for entrusting us with your insurance requirements and welcome to Groves, John & 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, which is a separate contract.

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 information contains any material untruth or inaccuracy, you should inform us immediately since if you do not, we may:

- (i) amend your policy to record the correct information, apply any relevant policy terms and conditions and collect any additional premium due including any administration charges. If you pay by instalments you will be informed if this additional premium cannot be added to your current instalment plan and must be paid in full;
- (ii) reject a claim or reduce the amount of payment we make; or
- (iii) cancel or void your policy (treat it as if it never existed) including all other policies which you have with us and apply a cancellation charge.

Where fraud is identified we will also:

- (i) not return any premium paid by you; and
- (ii) recover from you any costs that we have incurred; and
- (iii) pass details to fraud prevention and law enforcement agencies whom may access this information.

Please read the documents carefully. We 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. You may cancel your Policy by either telephoning, writing to us or by e.mail.

**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 8th Floor, Walker House, Exchange Flags, Liverpool L2 3YL, Telephone number 0151 473 8000, Facsimile 0151 473 8060, e.mail insure@gjwdirect.com

**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 upon the behalf of Munich Re Syndicate Limited at Lloyd's.

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 orally or in writing. If in writing, mark your letter "For the attention of the Chief Executive Officer". You may use the dedicated complaints e.mail address: [complaints@gjwdirect.com](mailto:complaints@gjwdirect.com) 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. Under the terms of the Financial Ombudsman Services scheme, Lloyd's must:

- (i) reply to you within four weeks; and
  - (ii) resolve your complaint within eight weeks;
- of the date of your original complaint.

If Lloyd's fail to do so or 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.

The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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 final decision about your complaint.

If you were sold this product online or by other electronic means within the European Union (EU) you may refer your complaint to the EU Online Dispute Resolution (ODR) Platform. Upon receipt of your complaint, the ODR will escalate the complaint to your local dispute resolution service, this process is free and conducted entirely online. You can access the ODR platform on <http://ec.europa.eu/odr>

- 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 Policy Holder 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 in 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 PREMIUMS BY INSTALMENTS** Reference to the payment of premiums includes payments 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 you will be given written notice, given 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, 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 AND 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, 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. 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 means the company of which Munich Re Specialty Group Limited is the ultimate holding company or which is a subsidiary of Munich Re Specialty Group 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.org.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.

**G DEFINITIONS**

**ANTI-THEFT DEVICE**

A device sold and marketed as a secure method of preventing theft or another security method approved by us.



<b>BARRATRY</b>	Any wrongful act committed without your knowledge or participation and to your prejudice by anyone using or on board the <b>Vessel</b> with your permission.
<b>BOAT</b>	Any type of small craft which forms part of the <b>Vessel's</b> equipment and is used for the operation of the <b>Vessel</b> and is specified on the Certificate or otherwise notified to us and confirmed in writing. Any reference to " <b>Vessel</b> " in this Policy includes the <b>Vessel's</b> boat(s) unless the context requires otherwise. A liferaft is not a <b>Boat</b> .
<b>COASTAL WATERS</b>	Waters around the coast up to a distance of 12 miles offshore of the land mass described in the <b>Cruising Area</b> . You can travel between two points by the most direct route even though this might take you outside the 12 mile limit. Otherwise you must not proceed further than the 12 mile limit even between the land mass and associated islands except for the United Kingdom when you may travel between the land mass and associated islands (with the exception of the Channel Islands).
<b>CONDITION PRECEDENT</b>	A condition of the Policy with which you must comply if we are to be liable in respect of any claim by you for loss, damage or liability.
<b>CRUISING AREA</b>	This is the area noted on the Certificate.
<b>ENDORSEMENT</b>	An alteration in writing to the terms of the Policy.
<b>EXCESS</b>	The amount noted on the Certificate to be deducted from each and every claim except in the case of total or constructive total loss.
<b>HOUSEBOAT</b>	The <b>Vessel</b> will be deemed to be used as a houseboat if during the period of lay-up any person other than a trespasser sleeps upon it for more than 2 nights in succession or for more than 4 nights in any period of 4 weeks.
<b>IMMEDIATE FAMILY</b>	Those members of your family who reside permanently with you.
<b>IN-COMMISSION PERIOD</b>	This is the period when the <b>Vessel</b> is not required to be laid up and may be used in navigation including lifting, hauling out and launching.
<b>INSURED VALUE</b>	This is the sum(s) noted on the Certificate.
<b>LAY UP PERIOD</b>	This is the period (if any) noted on the Certificate when the <b>Vessel</b> must not be used for any purpose except for the carrying out of minor maintenance and repairs and must be laid up at the place named on your Certificate or any other place agreed by us in writing. The <b>Vessel</b> must not be used as a houseboat nor undergo major repair/refit unless we give permission in writing and issue an endorsement to this effect.
<b>LATENT DEFECT</b>	A defect which is not discoverable by the exercise of reasonable care.
<b>MACHINERY</b>	Includes main or auxiliary engines, electrical equipment, cables and fittings and hydraulic equipment, piping and fittings, boilers and shafts.
<b>PERIOD OF INSURANCE</b>	The period noted on the Certificate or in any <b>Endorsement</b> .
<b>SUE AND LABOUR</b>	Any expense reasonably incurred with a view to minimising or averting loss of or damage covered under the Policy to the insured property.
<b>VESSEL</b>	<p>The <b>Vessel</b> noted on the Certificate including sails, machinery, gear, equipment (including its <b>Boat(s)</b>, if noted on the Certificate) lifejackets and handheld navigational aids and televisions, sound systems, radios and other electronic equipment permanently fixed to the <b>Vessel's</b> structure furniture and fittings. "<b>Vessel</b>" does not include:</p> <ul style="list-style-type: none"><li>(i) <b>Boats</b> unless specifically noted on the Certificate;</li><li>(ii) Outboard motors unless specifically noted on the Certificate;</li><li>(iii) consumables such as food, lubricants, fuel, paint etc;</li><li>(iv) the trailer for the <b>Vessel</b> or its <b>Boat(s)</b>;</li><li>(v) the personal property of any person;</li></ul>

- (vi) fishing or sporting equipment;
- (vii) moorings not carried on board;
- (viii) hand and power tools.

**WAR, CIVIL  
DISTURBANCE AND  
TERRORISM**

**War, Civil Disturbance and Terrorism** means:

- (i) international war;
- (ii) any act of hostility by a nation or state against another;
- (iii) civil war, revolution, rebellion or insurrection;
- (iv) the detonation of any derelict mine, torpedo, bomb or other derelict weapon of war;
- (v) labour disturbances;
- (vi) acts of terrorists;
- (vii) acts of persons in furtherance of a political motive.

**WHEELCLAMP**

A device sold and marketed as a secure method of preventing theft by avoiding road wheels turning or such other device approved by us.

**WILFUL MISCONDUCT**

Includes but is not limited to conduct when under the influence of:

- (i) alcohol so as to impair safe navigation or management of the **Vessel**; or
- (ii) prohibited drugs.

## SECTION 2 - THE VESSEL

### A COVER FOR THE VESSEL

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 **Vessel** caused by:

- (i) accidents (including fire, explosion, collision, stranding, grounding and heavy weather);
- (ii) **Latent Defect** in the **Vessel** for which purpose corrosion or rust not discoverable by the exercise of reasonable care or where the corroded or rusted item has been inspected, maintained, serviced or replaced in accordance with the manufacturer's, supplier's or other recommendation is considered a **Latent Defect**;
- (iii) negligence;
- (iv) theft of the entire **Vessel**;
- (v) theft of any part of the **Vessel** provided that at the time of the theft the part is either:
  - (a) securely fastened to the **Vessel** and in the case of an outboard motor locked on by an anti-theft device in addition to its normal method of attachment; or
  - (b) inside a locked compartment on board the **Vessel** or in a locked place of storage ashore;
- (vi) malicious acts of third parties (including vandalism, piracy or barratry);
- (vii) freezing;
- (viii) rodents.

### B EXCLUSIONS TO COVER FOR THE VESSEL

This Policy does not cover physical loss of or damage:

- 1. To the **Vessel** caused by:
  - (i) theft;
    - (a) while left unattended at anytime on a trailer unless an anti-theft device protects the trailer;
    - (b) by fraud practised 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 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 or weathering;
  - (vi) electrolysis;
  - (vii) osmosis;
  - (viii) civil, criminal or administrative proceedings, action by customs officers or executive action of a government or government department unless arising out of an event which is covered by this Policy;
  - (ix) **War, Civil Disturbance and Terrorism**;
  - (x) **Wilful Misconduct**.
- 2. To the **Vessel's** sails caused by splitting or being blown away while hoisted or unfurled in use unless caused by:
  - (i) damage to the spars to which the sails are attached;

### SAILS

- (ii) the stranding or sinking of the **Vessel** or the **Vessel** being on fire;
  - (iii) impact between the **Vessel** and any external substance including ice (but not water).
- RACING**
3. To the **Vessel's** sails, masts, spars and rigging, while the **Vessel** is racing, unless caused by:
- (i) the stranding or sinking of the **Vessel** or the **Vessel** being on fire;
  - (ii) impact between the **Vessel** and any external substance including ice (but not water).
- MACHINERY**
4. In the case of vessels which:
- (i) are over three years of age from the date of completion of build; or
  - (ii) have an actual or maximum designed speed under engine power in excess of 17 knots;
- to the **Vessel's** machinery unless caused by:
- (a) accidental incursion of water into the **Vessel** but not the engine alone; or
  - (b) the stranding or sinking of the **Vessel** or the **Vessel** being on fire; or
  - (c) impact between the **Vessel** and any substance including ice (but not water); or
  - (d) theft or malicious persons; or
  - (e) freezing providing the machinery has been maintained in accordance with manufacturers' recommendations by a competent mechanic and the machinery has been protected by appropriate anti-freeze mixed and inserted in accordance with the manufacturers' specification; or
- unless **Endorsement 2** has been agreed and noted on the Certificate.
- TRANSIT**
5. To **Vessels**:
- (i) with an overall length of more than 30 feet, from any cause while being transported by land, sea or air unless **Endorsement 3** has been agreed and noted on the Certificate;
  - (ii) of any length, caused by scratching, bruising or denting during:
    - (a) the preparation for transportation by land, sea or air; or
    - (b) while being so transported.
- BOATS**
6. To **Boats** caused by theft unless permanently marked with the name of the **Vessel** or other unique marking.
- OUTBOARD ENGINES**
7. To outboard motors by theft unless secured to the **Vessel** or **Boat** by an **anti-theft device** in addition to its normal method of attachment.
- C AMOUNT PAYABLE IN THE EVENT OF LOSS OF OR DAMAGE TO THE VESSEL**
1. We shall pay the value of the **Vessel** or its boat(s) or outboard(s) as noted on the Certificate if:
- (i) the **Vessel** or its boat(s) or outboard(s) is totally lost or destroyed;
  - (ii) the cost of recovering and/or repairing the **Vessel** or its boat(s) or outboard(s) will exceed the value noted on the Certificate;
  - (iii) you have been deprived of the free use and disposal of the **Vessel** or its **Boat(s)** or outboard(s) 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.

SECTION 2 continued

<b>REPLACEMENT OPTION</b>	(iv)	Instead of paying in money the value of the <b>Vessel</b> or its boat(s) or outboard(s) as noted on the Certificate in accordance with Section 2.C.1, we reserve the right to replace the <b>Vessel</b> or its boat(s) or outboard(s) with a <b>Vessel</b> or boat(s) or outboard(s) of similar age, size, type and condition. Should we exercise this option it is acceptable that the appearance and condition of the vessel shall not be exactly replicated.
<b>PARTIAL LOSS</b>	2.	In all other cases, we will pay the reasonable cost of recovering the <b>Vessel</b> or its boat(s) or outboard(s) and the reasonable cost of effecting repairs, less the <b>Excess</b> .
<b>D EXCLUSIONS TO AMOUNT PAYABLE</b>	1.	We shall not pay the cost and expense of rectifying or repairing:
<b>FAULTY DESIGN ETC</b>	(i)	a fault in design or construction;
	(ii)	any part (including the whole or any part of the hull) which is subject to a fault in design or construction or to a <b>Latent Defect</b> (i.e., the defective part itself including the whole or any part of the hull);
<b>DEFECTIVE WORKMANSHIP</b>	(iii)	defective workmanship carried out or materials provided by an independent contractor employed to carry out maintenance, repairs or alterations to the <b>Vessel</b> .
<b>BETTERMENT</b>	2.	We reserve the right to deduct:
	(i)	up to one third of the replacement cost of used sails, running rigging, protective covers and canopies and outboard motors;
	(ii)	a reasonable amount from the cost of repairs or replacement to take account of any betterment to the <b>Vessel</b> arising out of repairs or replacement.
<b>E ADDITIONAL SUMS PAYABLE</b>	1.	We shall also pay the following:
<b>EXPENSE OF INSPECTION</b>	(i)	the expense of inspecting the <b>Vessel</b> after grounding (even if no damage is found);
<b>MINIMISING LOSSES INCLUDING SALVAGE AND SUE AND LABOUR</b>	(ii)	expense incurred for the purpose of averting or minimising physical loss of or damage to the <b>Vessel</b> provided that in each case the expense:
	(a)	is both reasonably incurred and reasonable in amount; and
	(b)	results from an event (or the possibility of an event) for which there is or would be cover under the Policy;
	(iii)	the costs of averting or avoiding oil pollution or clearing and cleaning away oil pollution providing that we pay you for physical loss of or damage to the <b>Vessel</b> .
	2.	Any sums payable under Section 2E1 above are subject to the <b>Excess</b> .
<b>AMOUNT RECOVERABLE</b>	3.	The total amount recoverable under Section 2E1 and arising out of any one event is limited to the <b>Insured Value</b> of the <b>Vessel</b> .

## SECTION 3 - THE TRAILER(S)

### A COVER FOR THE TRAILER(S)

If we have agreed and noted a value of your trailer on the Certificate and 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 Trailer(s) caused by:

- (i) theft; or
- (ii) fire, explosion or lightning; or
- (iii) collision or accident whilst in use.

### B EXCLUSIONS TO COVER FOR THE TRAILER(S)

1. This Policy does not cover physical loss of or damage to the Trailer(s) caused by theft:

#### THEFT OF UNLOCKED TRAILER(S)

- (i) during preparation for or in the course of towage unless the Trailer(s) is securely locked to the road vehicle and the road vehicle is occupied or securely locked; or
- (ii) otherwise than during the preparation for or in the course of towage unless the Trailer(s) is secured by a wheelclamp or is in a locked place of storage.

#### EXCLUSIONS TO COVER FOR TYRES

2. This Policy does not cover physical loss of or damage to the Trailer(s) tyres caused by the application of brakes or by punctures, cuts, bruises or by wear and tear.

### C AMOUNT PAYABLE IN THE EVENT OF DAMAGE TO THE TRAILER(S)

1. We shall pay the **Insured Value** of the Trailer(s) if:

#### TOTAL LOSS

- (i) the **Trailer(s)** is totally lost or destroyed; or

#### CONSTRUCTIVE TOTAL LOSS

- (ii) the cost of recovering and/or repairing the Trailer(s) will exceed the **Insured Value**; or

#### CONSTRUCTIVE TOTAL LOSS CAUSED BY LOSS OF USE

- (iii) you have been deprived of the free use and disposal of the 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.

#### PARTIAL LOSS

2. In all other cases, we shall pay the reasonable cost of recovering the **Trailer(s)** and the reasonable cost of effecting repairs, less the **Excess**.

## SECTION 4 - PERSONAL PROPERTY

### A COVER FOR PERSONAL PROPERTY

If we have agreed and noted a value for your **Personal Property** on the Certificate and subject to the **Conditions Precedent**, Limitations and the other terms of the Policy, we shall cover your **Personal Property** and the **Personal Property** of your **Immediate Family** against physical loss or damage however caused, provided that the **Property** is:

- (i) on board the **Vessel**; or
- (ii) being used in connection with the **Vessel**; or
- (iii) in transit between your residence and the **Vessel**.

### B PROPERTY COVERED BY SPECIAL AGREEMENT

Unless we specifically agree in writing we do not cover you in respect of physical loss of or damage to:

- (i) fishing gear or equipment; or
- (ii) sporting equipment or diving gear.

### C EXCLUSIONS TO COVER FOR PERSONAL PROPERTY

1. This Policy does not cover:
  - (i) passports, cash, currency or banknotes; or
  - (ii) stamps, travellers cheques or travel tickets; or
  - (iii) debit/credit/cash/cheque cards; or
  - (iv) jewellery including watches, spectacles and contact lenses;
  - (v) keys, mobile phones, laptops or other mobile electronic equipment used for purposes other than navigation;
2. loss of or damage:
  - (i) caused by:
    - (a) wear, tear or depreciation; or
    - (b) damp, rot, mould, mildew, corrosion or rust; or
    - (c) moth; or
    - (d) **War, Civil Disturbance or Terrorism**.
  - (ii) caused to articles of a brittle nature by breaking unless due to:
    - (a) the stranding or sinking of the **Vessel** or the **Vessel** being on fire; or
    - (b) impact between the **Vessel** and any external substance including ice (but not water); or
    - (c) heavy weather; or
    - (d) the action of thieves, robbers or burglars.

### TWELVE MONTHS LAID UP

3. Unless we agree in writing, we do not insure **Personal Property** if we insure the **Vessel** laid up for the whole of the **Period of Insurance**.

### D AMOUNT PAYABLE IN THE EVENT OF LOSS OF OR DAMAGE TO PERSONAL PROPERTY

#### TOTAL LOSS

1. We shall pay the value of the **Personal Property** up to the amount noted on the Certificate if:
  - (i) the **Personal Property** is totally lost or destroyed; or
  - (ii) the cost of recovering and repairing the **Personal Property** exceeds the lesser of either:

- (a) its value; or
  - (b) £200; or
  - (c) such other sum agreed by us in writing.
- CONSTRUCTIVE TOTAL LOSS CAUSED BY LOSS OF USE** (iii) the Insured or **Immediate Family** has been deprived of the free use and disposal of the **Personal Property** 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.
- MAXIMUM SUM PAYABLE** 2. We shall not pay more than £200 in respect of any one item unless each item valued in excess of £200 is specifically declared and agreed by underwriters.
- REMAINS** 3. If we agree to pay the value of the **Personal Property** we shall be entitled:
- (i) to require you to sell the remains (if any) and account to us for the proceeds of sale; or
  - (ii) in our absolute discretion to take over the remains.
- PARTIAL LOSS** 4. In any other case, we shall pay the reasonable cost of effecting repairs.
- EXCESS** 5. No **Excess** shall be applied to a claim under this Section.
- E EXCLUSIONS TO AMOUNT PAYABLE**
- UNDERVALUED PROPERTY [AVERAGE]** If at the time of loss of or damage to the **Personal Property** the actual value is greater than the insured value, our liability will be limited to the proportion which the insured value bears to the actual value.



## SECTION 5 - THIRD PARTY LIABILITY

### A COVER FOR LIABILITY TO THIRD PARTIES

#### PERSONS COVERED

1. The **Insured Persons** referred to in this Section are:
  - (i) you;
  - (ii) any person using the **Vessel** with your permission.

#### COVER

2. Subject to the **Conditions Precedent**, Limitations and the 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 **Vessel** (including wreck removal and damage caused by oil pollution).

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

#### PERSONS NOT COVERED

This Policy does not cover the liability of the following persons:

- (i) any person employed under a contract in connection with the **Vessel**, other than captain or crew and employed by you;
- (ii) an employee of or an operator of a marina, slipway, shipyard, yacht club, sales agency, similar organisation or crane or travel hoist;
- (iii) any person while engaged in any sport which involves being towed by the **Vessel** unless Endorsement 4 has been agreed and noted on the Certificate;
- (iv) any person while engaged in snorkelling, aqualung diving or other underwater sport including whilst disembarking or boarding.

### C EXCLUSIONS TO COVER FOR LIABILITY TO THIRD PARTIES

#### LIABILITY NOT COVERED

1. This Policy does not cover liability to the following persons:
  - (i) any person employed under a contract in connection with the **Vessel**;
  - (ii) any person while engaged in any sport which involves being towed by the **Vessel** unless Endorsement 4 has been agreed and noted on the Certificate;
  - (iii) any person while engaged in snorkelling, aqualung diving or other underwater sport including whilst disembarking or boarding other than liability to such person arising as a result of physical contact between such person and the **Vessel**.

#### WILFUL MISCONDUCT

2. We shall not cover liability caused or contributed to by recklessness or **Wilful Misconduct** on the part of the **Insured Person**.

#### TRAILERS

3. We shall not cover liability to third parties:
  - (i) caused or contributed to by the **Trailer(s)** becoming detached from the towing vehicle;
  - (ii) as a result of an accident occurring on a highway or public or private place whilst the **Trailer(s)** is attached to the towing vehicle.

#### CONTRACTUAL LIABILITY

4. We shall not cover liability arising out of a contract.

### D AMOUNT PAYABLE IN RESPECT OF LIABILITY TO THIRD PARTIES

We shall pay the following:

- (i) 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

SECTION 5 continued

- (ii) the costs of an **Insured Person** in defending any claim brought against him, provided that such costs are incurred with our prior written consent; and
- (iii) 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;

less in all cases the **Excess**.

**E EXCLUSIONS TO  
AMOUNT PAYABLE**

**FINES**

We shall not pay fines or punitive damages.

## SECTION 6 - GENERAL EXCLUSIONS

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused 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 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) the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electrical system.

## SECTION 7 - CONDITIONS PRECEDENT AND LIMITATIONS

- A GENERAL NATURE OF A CONDITION PRECEDENT** A condition of the Policy with which you must comply if we are to be liable in respect of any claim by you for loss, damage or liability.
- ALTERATIONS OR DELETION OF CONDITIONS OR LIMITATIONS** 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 LOW SPEED LIMITATION** Unless Endorsement 5 has been agreed and noted on the Certificate we do not insure you or the **Vessel** if the maximum designed speed of the **Vessel** (and any boat(s)) when under engine power exceeds 17 knots.
- C PRIVATE PLEASURE LIMITATION** Unless Endorsement 6 has been agreed and noted on the Certificate we will not insure you or the **Vessel** whilst your **Vessel** is used for purposes other than private pleasure or is let out for hire or reward or used for commercial purposes.
- D CRUISING AREA LIMITATION** We will not insure you or the **Vessel** whilst your **Vessel** is outside the **Cruising Area** noted on the Certificate.
- E STRUCTURAL ALTERATION CONDITION PRECEDENT** It is a **Condition Precedent** to our liability under the Policy that before making any significant structural alteration or addition to the **Vessel** during the **Period of Insurance** you first obtain our prior written consent.
- F TRAILER(S) CONDITION PRECEDENT** It is a **Condition Precedent** to our liability under the Policy for loss or damage to the **Vessel** whilst it is on the trailer or for the trailer that the trailer is:
- (i) securely locked to a road vehicle and the road vehicle will be occupied or securely locked; or
  - (ii) attended or secured by a wheelclamp or in a locked place of storage.
- G LAID UP LIMITATION** If the Certificate states that the **Vessel** is to be laid up for part or whole of the **Period of Insurance** we will not insure you or the **Vessel** if the **Vessel** is not safely laid up during that period, is out of commission and in the place and type of berth as stated by you or such other place or type or berth as may be agreed by us in writing. This Limitation does not apply to the **Vessel's** equipment which will remain insured whilst in store elsewhere.
- H HOUSEBOAT LIMITATION DURING THE PERIOD OF LAY UP** We will not insure you or the **Vessel** for any period whilst your **Vessel** is used as a houseboat during the period of lay up on the Certificate (if any) unless Endorsement 10 has been noted and agreed on the Certificate.
- I SEAWORTHINESS CONDITION PRECEDENT** It is a **Condition Precedent** to our liability under the Policy that you exercise reasonable care to make and keep the **Vessel** in a seaworthy condition and to keep the **Vessel** in a safe place, when not underway.
- J LIMITATION THAT THE VESSEL WILL NOT TOW OR BE TOWED** We will not insure you or the **Vessel** during any time that the **Vessel** tows another vessel or is towed by another vessel except in emergency or when it is customary.
- K CREW CONDITION PRECEDENT** (Crew includes Captain/Skipper)
- It is a **Condition Precedent** to our liability under the Policy that:
- (i) at all times when your **Vessel** is underway the minimum number of crew members on board will be as noted in Endorsement 9 on the Certificate;
  - or
  - (ii) if Endorsement 9 is not noted on the Certificate and if your **Vessel** is 24 feet in length or over, at all times when your **Vessel** is underway the minimum number of competent crew members on board will be two except when crossing the Bay of Biscay when there will be three. The term Bay of Biscay crossing means from leaving the last port of call before commencing the crossing of the Bay of Biscay until the next port of call having completed the Bay of Biscay crossing.

## SECTION 8 - GENERAL TERMS

- A EXTENSION OF COVER**
1. If at or before expiry of the Policy you give us notice in writing that the **Vessel** is at sea, the Policy will be extended for 30 days or until the **Vessel** arrives at a safe mooring, anchorage or place, whichever occurs the sooner. We shall be entitled to charge an additional premium for any Period by which the Policy is so extended.
  2. If the **Vessel** is less than 18 feet in length overall we shall extend the cover for use in European Continental waters provided that:
    - (i) you give us prior notice; and
    - (ii) the period when the **Vessel** is outside the **Cruising Area** noted on the Certificate does not exceed 30 days in total in any **Period of Insurance**; and
    - (iii) the **Vessel** is transported to and from the European Continent by a suitable conveyance; and
    - (iv) use of the **Vessel** is restricted to coastal waters (which for the purposes of this extension means waters within 3 miles of the coast); and
    - (v) when the **Vessel** is outside the **Cruising Area** noted on the Certificate the **Excess** will be doubled.

- B SALE OR CHANGE OF INTEREST IN THE VESSEL**
1. Unless we agree in writing if during the **Period of Insurance**:
    - (i) the ownership of the **Vessel** is sold or otherwise transferred; or
    - (ii) in the case of a **Vessel** owned by a company limited by shares and the ownership of more than 50% of the shares is sold or otherwise transferred in any one transaction or series of transactions;

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 £25.

2. You will inform us in writing of any change of ownership or interest in the **Vessel** within 7 days of any change taking place.

- C CANCELLATION**
1. 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 on the Certificate. 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;
    - (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;
    - (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 7 and within any of the 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 cover.

2. This Policy may be cancelled by you at any time where there is a valid reason for doing so by 14 days notice either by:
- (a) letter sent by pre paid post to Groves, John and Westrup Limited; or
  - (b) by telephone to the number given above;
  - (c) by email setting out the reason for cancellation.
- (i) If you cancel before the **Period of Insurance** we will return any premium you have paid in full.
  - (ii) If you cancel within 14 days of the **Period of Insurance** starting or receiving your Policy documents (whichever occurs later) we will return any premium paid less a charge for the number of days for which cover has been given and provided there has been no claim.
  - (iii) If you cancel after those 14 days have passed we will return any premium paid less;
    - (a) a charge for the number of days for which cover has been given; and
    - (b) a cancellation fee of £50.
  - (iv) We will not refund any premium if you have made a claim or if one has been made against you during the **Period of Insurance**.
  - (v) If you have made a claim or one has been made against you, the balance of the premium for the **Period of Insurance** will become payable.
  - (vi) You must return to us the Certificate of Insurance.
  - (vii) Your rights of cancellation apply both on taking out the insurance and on every renewal.

#### **D RENEWAL**

If you wish to renew the Policy you must, before the renewal is agreed, disclose to us any change of information which you provided on taking out your Policy, since if you do not, we may:

- (i) amend your Policy to record the correct information, apply any relevant policy terms and conditions and collect any additional premium due including any administration charges. If you pay by instalments, you will be informed if this additional premium cannot be added to your current instalment plan and must be paid in full;
- (ii) reject a claim or reduce the amount of payment we make; or
- (iii) cancel or void your Policy (treat it as if it never existed) including all other policies which you have with us and apply a cancellation charge.

Where fraud is identified, we will also:

- (i) not return any premium paid by you; and
- (ii) recover from you any costs which we have incurred; and
- (iii) pass details to fraud prevention and law enforcement agencies who may access this information.

**E NO CLAIMS BONUS**

1. If you renew this Policy you will be entitled to a no claims bonus 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 (including an in-commission period of not less than 4 months); and
  - (iii) you renew it for a further period of 12 consecutive months (including an in-commission period of not less than 4 months); and
  - (iv) no claims have been made under this Policy; and
  - (v) the insured value of your **Vessel** does not exceed £150,000.
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.
3. If the insured value of your **Vessel** exceeds £150,000 we may in our absolute discretion, allow a no claims bonus.
4. Your no claims bonus is protected and there will be no loss of no claims bonus unless two claims occur during any **Period of Insurance**.
5. Protected No Claims Bonus does not protect the overall price of your insurance policy. The price of your insurance policy may increase following an accident or claim even if you were not at fault.

**PROTECTED  
NO CLAIMS BONUS**

**F ADDITIONAL BENEFITS**

**MARINA BENEFIT**

1. Unless otherwise stated on the Certificate, in the event that we pay you a claim for loss or damage to the **Vessel** whilst moored or ashore at a Marina you will not lose your no claims bonus and we will not apply the **Excess**. For the purposes of this sub clause, Marina means a purpose built facility for the safe keeping of recreational craft only.

**MEDICAL EXPENSES**

2. Subject to the **Conditions Precedent**, Limitations and other terms of the Policy we shall cover you and/or your crew for medical expenses incurred by you and/or them arising out of personal injuries caused by any of the perils covered by Section 2A but not excluded by Section 2B of the policy.

Any payment under this part of the Policy will not exceed £1,000 in respect of any one event or series of events arising out of the same occurrence and will not be subject to the excess.

**G ROAD TRANSIT**

1. If the **Vessel** is carried on a trailer you must ensure that both the **Trailer** and the towing vehicle are fit for the purpose.
2. If the **Vessel** is carried on the roof rack of a road vehicle you must ensure that:
  - (i) the **Vessel**; and
  - (ii) the roof rack; and
  - (iii) the road vehicle are fit for the purpose; and
  - (iv) all lashings and other fastenings are secure.

This Policy does not cover loss of or damage to the insured property or liability to a third party attributable to a breach of section 8G.

**H GAS**

1. If gas is used on board the **Vessel**:
  - (i) the installation and tubing must be to the approved British Standard and other recommendations; and
  - (ii) all gas containers must be secured against movement; and
  - (iii) all gas lockers must be properly vented to the exterior of the **Vessel**.
2. This Policy does not cover loss of or damage to the insured property or liability to a third party attributable to a breach of Section 8H.

**I ASSIGNMENT OF THE POLICY**

We are not bound by any assignment of:

- (i) the Policy;
- (ii) any interest in the Policy; or
- (iii) any money payable under the Policy;

unless **Endorsement 7** is agreed and noted on the Certificate.

**J JURISDICTION**

If we have agreed in writing that you may let out the **Vessel** for hire or reward for commercial purposes the English Courts have exclusive jurisdiction over any dispute arising out of the Policy.

**K 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 **Vessel**, trailer, the **Personal Property** or the liability of the **Insured Person** is or would but for this insurance, 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 9 - 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 by any means using the contact details given in the Introduction or by use of the Helpline details of which are given in the immediately following sub-clause;
    - (ii) if the **Vessel** is outside the geographical area of the British Isles and Ireland at the time of any occurrence which might give rise to a claim under the Policy, in the unlikely event that they are unable to make contact with us either directly or by use of the 24 Hour Emergency Staffed Claims Helpline Number 00 44 151 473 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 7 days sign and return to us or constructively comment upon any statement of truth that we or our representative 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 7 days sign and return to us any statement of disclosure that we or our representative may request or comment constructively thereupon.
- CLAIMS CONTROL**
3. 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 an **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.
  4. The relevant **Insured Person** shall give us such assistance as we may reasonably request for the purpose of exercising our rights under Section 9.4.
  5. The relevant **Insured Person** must pass onto us as soon as possible communications from third parties relating to any matter which might give rise to a claim under the Policy having acknowledged such communication giving our identity and your policy number.
  6. 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**
7. (i) You must not act in a fraudulent manner. If you or anyone acting for you:
    - (a) makes a claim under the Policy knowing the claim to be false or fraudulently exaggerated in any respect; or
    - (b) makes a statement in support of a claim knowing the statement to be false in any respect; or

SECTION 9 continued

- (c) submits a document in support of a claim knowing the document to be forged or false in any respect; or
  - (d) makes a claim in any respect of any loss or damage caused by your wilful act or with your connivance:
- (ii) then we may:
- (a) reject the claim or reduce the amount of payment we make;
  - (b) cancel your Policy from the date of the fraudulent act and not return any payment paid;
  - (c) be entitled to recover from you the amount of any costs we have incurred relating to the fraudulent claim and any claim or part of a claim we have paid to you in respect of the fraudulent act and any claims or part of any claim paid to you since the date of the fraudulent act;
  - (d) not make any return of Premium; and
  - (e) pass details to fraud prevention and law enforcement agencies who may access and use this information. Other insurers may access this information.

## SECTION 10 - ENDORSEMENTS

### ENDORSEMENT

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

### ENDORSEMENT 1

#### WAR, CIVIL DISTURBANCE AND TERRORISM

Subject to the **Conditions Precedent**, Limitations and other terms of the Policy we shall cover you in respect of physical loss of or damage to the **Vessel** caused by **War, Civil Disturbance and Terrorism**.

This extension may be cancelled by us at any time by seven days written notice by prepaid post to the address shown on the Certificate when we shall return to you a proportion of the premium paid in respect of the unexpired **Period of Insurance** provided by the **Endorsement**.

This policy will automatically terminate:

- (i) upon the occurrence of any hostile detonation of any nuclear weapon of war;
- (ii) upon the outbreak of war (whether declared or not) between any of the following: United Kingdom, United States of America, France, The Russian Federation, The People's Republic of China.

### ENDORSEMENT 2

#### MACHINERY DAMAGE INSURANCE

Subject to the **Conditions Precedent**, Limitations and other terms of the Policy we shall cover the **Vessel's** machinery from the causes specified in Section 2A and Section 2B4 is deleted.

We only cover machinery damage caused by freezing if the machinery has been maintained in accordance with the manufacturer's recommendation by a competent mechanic and the machinery has been protected by appropriate anti-freeze mixed and inserted in accordance with the manufacturer's specification.

### ENDORSEMENT 3

#### TRANSIT RISKS

Subject to the **Conditions Precedent**, Limitations and other terms of the Policy we shall cover the **Vessel** against the risks excluded by Section 2B 5(i).

### ENDORSEMENT 4

#### A LIABILITIES TO AND OF WATERSKIERS

- (i) Subject to the **Conditions Precedent**, Limitations and other terms of the Policy we shall cover liabilities to and of waterskiers provided that no more than two persons are being towed or preparing to be towed by the **Vessel** at any one time.
- (ii) This Policy does not cover liabilities to and of persons engaged in any other sport which involves being towed by the **Vessel** unless otherwise agreed by us in writing.

#### B WATER TOYS

- (i) We agree that we will extend Endorsement 4 to cover liability of and to persons being towed on kneeboards, wakeboards, hydrosleds, ringos, biscuits, tubes and on bananas. It is a **Condition Precedent** to our liability that no more than two persons are being towed or preparing to be towed on kneeboards or wakeboards, hydrosleds, ringos, biscuits and tubes at any one time. It is a **Condition Precedent** to our liability that no more than six persons are being towed or preparing to be towed on bananas.
- (ii) This Policy does not cover liabilities to and of persons engaged in any other sport which involves being towed by the **Vessel** unless otherwise agreed by us in writing.

#### C CONDITION PRECEDENT

It is a **Condition Precedent** to our liability to indemnify you in respect of claims by third parties that whilst preparing to tow and whilst towing any person or persons until the

towed person(s) is safely back on board the **Vessel** you or anyone you permit to use your **Vessel**, will have on board at least two competent persons one acting as helmsman and one acting as lookout/observer.

**ENDORSEMENT 5**

**Your attention is particularly drawn to the requirement as to security in Clause 4 of this Endorsement**

**HIGH SPEED CLAUSE**

1. The actual maximum designed speed of the **Vessel** (and any boat(s)) under engine power is in excess of 17 knots as noted on the Certificate by this **Endorsement**.
2. Subject to the **Conditions Precedent**, Limitations and other terms of the Policy we shall cover physical loss of or damage to the **Vessel** and liability to third parties.
3. In addition to the other exclusions in the Policy, the Policy does not cover:
  - (i) physical loss of or damage to the **Vessel**, the additional sums payable under Section 2E or liability to third parties arising out of an event occurring while the **Vessel** is being operated in competitive circumstances or undertaking any speed test or trial unless used for predictive logs and treasure hunts which shall not be considered competitive events;
  - (ii) if the **Vessel** is less than 26 feet in length, physical loss of or damage to the **Vessel**, the additional sums payable under Section 2E or liability to third parties arising from the stranding, sinking, swamping, immersion or breaking adrift of the **Vessel** at a time when it is moored or anchored afloat unattended off any beach or shore. The **Vessel** will be deemed to be attended for the purpose of this **Endorsement** provided that the person(s) in charge of the **Vessel** remain(s) in visual contact with it whilst not on board;
  - (iii) if the **Vessel** is less than 26 feet in length, physical loss of or damage to rudder, strut, shaft, propeller, electrical equipment, cables and fittings unless the loss or damage is caused by:
    - (a) heavy weather; or
    - (b) the stranding or sinking of the **Vessel**; or
    - (c) the **Vessel** being on fire; or
    - (d) collision between the **Vessel** and any other **Vessel**, jetty or pier; or
    - (e) theft of the entire **Vessel**; or
    - (f) theft of the items referred to in Endorsement 5.3 (iii) above but subject to the provisions of Section 2A (v) (a) and (b); or
    - (g) fire at the place of storage; or
    - (h) malicious act;
  - (iv) theft of outboard motors unless locked on to the **Vessel** by an **Anti-Theft Device** in addition to the normal method of attachment;
  - (v) in the case of **Vessels** fitted with inboard machinery, physical loss of or damage to the **Vessel**, the additional sums payable under Section 2E or liability to third parties arising out of fire or explosion on board the **Vessel**, unless the **Vessel** is equipped:
    - (a) in both the engine room/space and if design allows the tank space with a fire extinguishing system which either operates automatically or is operable from the steering position and which is properly installed and maintained in efficient working order; and
    - (b) in the galley with a portable fire extinguisher in efficient working order of not less than 2kg and a fire blanket.
4. Subject to the **Conditions Precedent**, Limitations and other terms of the Policy, if your **Vessel** is 18 feet in length or less it is a **Condition Precedent** to our liability under the

Policy that at all times when not being used by you on the water the **Vessel** will be:

- (i) on the trailer which will be securely locked to a road vehicle and the road vehicle will be occupied or securely locked; or
- (ii) attended or in a locked place of storage.

**ENDORSEMENT 6**

**PERMISSION TO CHARTER/HIRE**

- 1. Subject to the **Conditions Precedent**, Limitations and other terms of the Policy we shall cover the **Vessel** whilst on charter. The person chartering the **Vessel** will be insured by us for exactly the same risks and on exactly the same terms as we insure you save that the **Excess** applying to any claim arising whilst the **Vessel** is on charter will be the sum appearing on the Certificate.
- 2. This Policy does not cover loss or damage arising directly or indirectly from a failure by the person chartering the **Vessel** to comply with any express or implied terms of the hire agreement including any failure by the hirers to return the **Vessel** unless caused by sinking, collision, fire, explosion, stranding, grounding or heavy weather.
- 3. We will not insure you or your **Vessel** unless you or your appointed skipper is on board the **Vessel** and in charge at all times whilst underway who shall be appropriately experienced (which term means at least one year's experience of vessels of the same type or size) and/or appropriately qualified.

**ENDORSEMENT 7**

**ASSIGNMENT**

We have noted the assignment of this Policy and/or any interest in the Policy and/or money payable under the Policy to the person or company named on the Certificate or as otherwise agreed by us in writing.

**ENDORSEMENT 8**

**RACING RISK EXTENSION CLAUSE**

- 1. The exclusion from cover contained in Section 2B 2 and 2B 3 is hereby deleted.
- 2. The replacement cost of all sails carried, whether set or not, masts, spars, standing and running rigging is the amount stated in Endorsement 8 on the Certificate.
- 3. In the case of loss of or damage to the **Vessel's** sails, masts, spars, standing and running rigging while racing caused by events not falling within Section 2B 3(i) and (ii) the amount payable will be limited to two-thirds of the cost of repair or replacement, without deductions new for old or the **Excess** unless caused by the **Vessel** being stranded, sunk, on fire, in collision or contact with any external substance (ice included) other than water, when the cost replacement or repair shall be recoverable in full subject only to a deduction new for old or the **Excess**.

**ENDORSEMENT 9**

**CREW**

We do not insure you or the **Vessel** unless when your **Vessel** is underway the minimum number of competent crew members on board will be the number noted in Endorsement 9 on the Certificate.

**ENDORSEMENT 10**

**HOUSEBOAT USE**

We agree that the **Vessel** may be used as a Houseboat.

**ENDORSEMENT 11**

**EXTENDED CRUISING RANGE**

- 1. If the **Vessel** is over 24 feet in length waterline you have an extended **Cruising Area** as shown on your Certificate of Insurance.

**NO EXCESS APPLICABLE TO THIRD PARTY LIABILITY CLAIMS**

- 2. No **Excess** will be applied to Third Party Liability claims.

LOSS OF BERTH USE

3. Subject to the **Conditions Precedent**, Limitations and other terms of the Policy we cover you for berthing fees incurred by you for the period during which the **Vessel** does not occupy the berth because of physical loss or damage for which we pay you under the Policy.

Payment under this extension is subject to you providing to us proof of payment of the berthing fees

Under this extension we will not pay for:

- (i) the first seven days; and
- (ii) any period of greater than 26 weeks in the case of total or constructive total loss and in all other case 12 weeks; and
- (iii) any period during which the **Vessel** would not have occupied the berth in her usual itinerary; and
- (iv) more than one claim under this extension in any one Policy Period.

REPATRIATION

4. (i) Subject to the **Conditions Precedent**, Limitations and other terms of the Policy we cover you and those on board and cruising on the **Vessel** for the reasonable costs of return (together with luggage and **Personal Property**) to the Port or Place where the **Vessel** is usually kept whilst in commission where either:
- (a) your **Vessel** is damaged for which we pay you under the Policy and will not be repaired within 7 days; or
  - (b) you or a crew member suffers illness or injury and is not expected to recover within 7 days.
- (ii) We will only pay you under this extension if:
- (a) you provide a certificate of a medical practitioner to the effect that you or the injured crew member was incapacitated and was not expected to recover within 7 days; and
  - (b) there will remain on board the **Vessel** insufficient crew to meet the Minimum Crew Requirements set out in Section 7K or Endorsement 9 of the Policy.
- (iii) We will not pay under this extension:
- (a) more than £200 in respect of any one accident or series of accidents arising out of the same event; and
  - (b) more than £1,000 in any one Policy Period; or
  - (c) if you are insured or are able to claim under any other policy; or
  - (d) if the **Vessel's** next port of call or refuge after the damage or injury first occurring is outside the EU. (Except Channel Islands).

MEDICAL EXPENSES COVER

5. The payment under Section 8.F.2 is increased to £2,000.

SIGNED

A handwritten signature in black ink, consisting of several overlapping loops and strokes, positioned to the right of the word '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*

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