

# Waterski Insurance Policy

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

GJW Direct is a trading name of Groves, John and Westrup Limited.

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Silkhouse Court, Tithebarn Street, Liverpool L2 2QW

Telephone: 0151 473 8000 Facsimile: 0151 473 8060 e-mail: [insure@gjwtd.co.uk](mailto:insure@gjwtd.co.uk) [www.gjwdirect.co.uk](http://www.gjwdirect.co.uk)

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# WATERSKI 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 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.

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's head office address is Silkhouse Court, Tithebarn Street, Liverpool L2 2QW, Telephone number 0151 473 8000, Facsimile 0151 473 8060, e.mail insure@gjwltld.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 Services Ombudsman 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 premium 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 payment 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 any company of which Munich Re Holding Company (UK) Limited is the ultimate holding company or which is a subsidiary of Munich Re Holding Company (UK) Limited.

**YOUR RIGHTS**

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

**G DEFINITIONS**

**ANTI-THEFT DEVICE**

A device sold and marketed as a secure method of preventing theft or another security method approved by us except in respect of trailers when the term means a propriety hitch lock and/or wheelclamp.

**BARRATRY**

Any wrongful act committed without your knowledge or participation and to your prejudice by anyone using or on board the Vessel with your permission.



SECTION 1 continued

<b>BOAT</b>	Any type of small craft which forms part of the Vessel's equipment and is used for the operation of the Vessel and is permanently marked with the name of the Vessel. Any reference to "Vessel" in the Policy includes the Vessel's boat(s) unless the context requires otherwise. A liferaft is not a boat.
<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 actual or constructive total loss.
<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 Vessel is not required to be laid up and may be used in navigation.
<b>INSURED VALUE</b>	This is the sum(s) noted on the Certificate. This is a Unvalued Policy which means settlements are made on the basis of the market value of your Vessel as between a willing buyer and a willing vendor in the Cruising Area immediately prior to the loss or damage occurring.
<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, gear boxes, outdrives and shafts.
<b>PERIOD OF INSURANCE</b>	The period noted on the Certificate or in any endorsement.
<b>VESSEL</b>	<p>The Vessel noted on the Certificate including its engines, machinery, gear, equipment [including its boat(s)] and furniture and fittings. "Vessel" does not include:-</p> <ul style="list-style-type: none"><li>(i) consumables such as food, lubricants, fuel, paint etc.;</li><li>(ii) the Trailer for the Vessel or its boat(s);</li><li>(iii) the personal property of any person;</li><li>(iv) fishing or sporting equipment;</li><li>(v) moorings not carried on board.</li></ul>
<b>WAR, CIVIL DISTURBANCE AND TERRORISM</b>	<p>War, civil disturbance and terrorism means:-</p> <ul style="list-style-type: none"><li>(i) international war;</li><li>(ii) any act of hostility by a nation or state against another;</li><li>(iii) civil war, revolution, rebellion or insurrection;</li><li>(iv) the detonation of any derelict mine, torpedo, bomb or other derelict weapon of war;</li><li>(v) labour disturbances;</li><li>(vi) acts of terrorists;</li><li>(vii) acts of persons in furtherance of a political motive.</li></ul>
<b>WILFUL MISCONDUCT</b>	Includes but is not limited to conduct when under the influence of alcohol or prohibited drugs.



## SECTION 2 - THE VESSEL

### A COVER FOR THE VESSEL

#### COVER

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 and 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; 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

#### 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 practiced 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) fire or explosion if the Vessel has an inboard engine if it is not fitted with a fire extinguishing system in both the engine room/space and if design allows the tank space:

(a) automatically operated or being remotely controlled from the steering position; and

(b) which is properly installed and maintained in an efficient working order in accordance with the manufacturer's instructions.

(x) war, civil disturbance and terrorism.

**MACHINERY**

2. to the Vessel's Machinery and outboard motors unless caused by:-

(i) accidental incursion of water into the Vessel but not the engine alone; or

(ii) the stranding or sinking of the Vessel or the Vessel being on fire; or

(iii) theft or malicious persons; or

(iv) freezing providing the machinery has been maintained in accordance with manufacturers' recommendations by a competent mechanic and the machinery has been protected by appropriate antifreeze mixed and inserted in accordance with the manufacturer's specification; or

(v) impact between the Vessel and any substance including ice (but not water) other than contact with the seabed, lakebed or riverbed but any claim will be subject to;

(a) a minimum Excess of £100 or double the Excess shown on the Certificate, whichever is the greater; but

(b) if the Vessel at the time of the loss or damage occurring is participating in races run under the Rules and Regulations of the British Waterski and Wakeboard and/or approved by the British Waterski and Wakeboard or whilst practising for such races, payment will be limited to two thirds of the total cost of repairs subject to a maximum payment of £1,500 whichever is applicable.

**TRANSIT**

3. to Vessels:-

(i) with an overall length of more than 30 feet, from any cause while being transported by land, sea or air;

(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

**C. AMOUNT PAYABLE  
IN THE EVENT OF  
LOSS OF OR DAMAGE  
TO THE VESSEL**

1. It is hereby agreed that this Policy is not a Valued Policy and is an Unvalued Policy and the Insured Value is our limit of liability.

2. We shall pay the market value of the Vessel or its boat(s) or outboard(s) but not exceeding the Insured Value if:-

**TOTAL LOSS**

(i) the Vessel or its boat(s) or outboard(s) is totally lost or destroyed;

**CONSTRUCTIVE  
TOTAL LOSS**

(ii) the cost of recovering and/or repairing the Vessel or its boat(s) or outboard(s) would exceed the market value of the Vessel not exceeding the Insured Value;

**CONSTRUCTIVE  
TOTAL LOSS CAUSED  
BY LOSS OF USE**

(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.

3. In all other cases we will pay the reasonable cost of recovering the Vessel or its boat(s) or outboard(s) and the reasonable cost of effecting repairs, less the Excess.

SECTION 2 continued

- PARTIAL LOSS**
4. If we make a payment for partial loss and the Vessel is unrepaired at the time that the Vessel 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.
- UNREPAIRED DAMAGE**
- 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.
- D. EXCLUSIONS TO AMOUNT PAYABLE**
1. We shall not pay the cost and expense of rectifying or repairing:-
- FAULTY DESIGN ETC.**
- (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 Latent Defect [ie the defective part itself including the whole or any part of the hull];
- DEFECTIVE WORKMANSHIP**
- (iii) defective workmanship carried out or materials provided by an independent contractor employed to carry out maintenance, repairs or alterations to the Vessel.
- BETTERMENT**
2. We reserve the right to deduct:-
- (i) up to one third of the replacement cost of protective covers, canopies and outboard motors;
- (ii) a reasonable amount from the cost of repairs or replacement to take account of any betterment to the Vessel arising out of repairs or replacement.
- E. ADDITIONAL SUMS PAYABLE**
1. We shall also pay the following:-
- EXPENSE OF INSPECTION**
- (i) the expense of inspecting the Vessel after grounding (even if no damage is found);
- MINIMISING LOSSES**
- (ii) expense incurred for the purpose of averting or minimising physical loss of or damage to the Vessel 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 this Policy.
2. Any sums payable under Section 2E 1(i) and (ii) above are subject to the Excess.
- AMOUNT RECOVERABLE**
3. The total amount recoverable under Section 2E 1(i) and (ii) above and arising out of any one event is limited to the Insured Value of the Vessel.

## SECTION 3 - THE TRAILER(S)

- A COVER FOR THE TRAILER(S)**
1. 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;
  - (ii) fire, explosion or lightning;
  - (iii) collision or accident whilst in use.
- B. EXCLUSIONS TO COVER FOR THE TRAILER(S)**
- THEFT OF UNLOCKED TRAILER(S)**
1. This Policy does not cover physical loss of or damage to the Trailer(s) caused by:-
- (i) theft 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) theft otherwise than during preparation for or in the course of towage unless the Trailer(s) is secured by an anti-theft device 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 LOSS OF OR DAMAGE TO THE TRAILER(S)**
1. It is hereby agreed that this Policy is not a Valued policy and is an Unvalued Policy and the Insured Value is our limit of liability.
2. We shall pay the market value up to the Insured Value of the Trailer(s) if:-
- (i) the Trailer(s) is totally lost or destroyed; or
  - (ii) the cost of recovering and/or repairing the Trailer(s) will exceed the market value of the Trailer(s); or
  - (iii) you have been deprived of the free use and disposal of the Trailer(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.
- PARTIAL LOSS**
3. 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.
- AVERAGE**
4. 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.

## SECTION 4 - PERSONAL PROPERTY

### A. COVER FOR PERSONAL PROPERTY

1. The definition of Personal Property Includes waterskis, monoskis, kneeboards, wakeboards, hydrosleds, ringos, biscuits, tubes and bananas.
2. If we have agreed and noted a value of your Personal Property on the Certificate 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 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 otherwise covered by Special Agreement 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 unless noted on the Certificate or included within the definition Section 4.A.1; or
- (iii) any item with a value exceeding £200; or

### C. EXCLUSIONS TO COVER FOR PERSONAL PROPERTY

1. This Policy does not cover:-
  - (i) money; or
  - (ii) travellers cheques; or
  - (iii) credit cards or debit cards; or
  - (iv) mobile telephones; or
  - (v) laptops and other mobile electronic equipment used for purposes other than navigation; or
  - (vi) Jewellery, spectacles and contact lenses; or
  - (vii) Keys, or similar property.
2. Loss of or damage:-
  - (i) caused by:-
    - (a) theft unless following forcible and violent entry into or exit from the Vessel, place of storage, or carrying vehicle; or
    - (b) wear, tear or depreciation; or
    - (c) damp, rot, mould, mildew, corrosion or rust; or
    - (d) moth; or
    - (e) damage to Machinery; or
    - (f) war, civil disturbance or terrorism; or
  - (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.

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

1. We shall pay the value of the Personal Property up to the amount noted on the Certificate if:-

**TOTAL LOSS**

(i) the Personal Property is totally lost or destroyed; or

**CONSTRUCTIVE  
TOTAL LOSS**

(ii) the cost of recovering and repairing the Personal Property will exceed its insured value; or

**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 the case of theft when the period shall be a reasonable period depending upon the facts of each individual case.

**REMAINS**

2. 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**

3. In any other case we shall pay the reasonable cost of effecting repairs.

**E. EXCLUSIONS TO  
AMOUNT PAYABLE**

**UNDERVALUED  
PROPERTY**

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 - LIABILITY TO THIRD PARTY

### 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.

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

#### PERSONS NOT COVERED

1. 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 other than;
  - (a) waterskiers, monoskiers and bare-foot skiers providing no more than two persons are being towed or preparing to be towed by the Vessel at any one time; and
  - (b) on kneeboards, wakeboards providing no more than two persons are being towed or preparing to be towed by the Vessel at any one time; and
  - (c) on hydrosleds, ringos, biscuits and tubes providing that no more than two persons are being towed or preparing to be towed by the Vessel at any one time; and
  - (d) on bananas providing that no more than six persons are being towed or preparing to be towed by the Vessel at any one time;
- (iv) any person whilst engaged in snorkelling, aqualung diving or other underwater sport including whilst disembarking or boarding.

#### LIABILITY NOT COVERED

2. 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 other than;
  - (a) waterskiers, monoskiers and bare-foot skiers providing no more than two persons are being towed or preparing to be towed by the Vessel at any one time; and
  - (b) on kneeboards, wakeboards providing no more than two persons are being towed or preparing to be towed by the Vessel at any one time; and
  - (c) on hydrosleds, ringos, biscuits and tubes providing that no more than two persons are being towed or preparing to be towed by the Vessel at any one time; and
  - (d) on bananas providing that no more than six persons are being towed or preparing to be towed by the Vessel at any one time.



The items specified in this clause Section 5 B 2 (ii) are collectively called "Permitted Towed Items".

- |   |   |
|---|---|
| <b>WILFUL MISCONDUCT</b>  | 3. We shall not cover liability caused or contributed to by recklessness or wilful misconduct on the part of the Insured Person.  |
| <b>TRAILERS</b>   | 4. We shall not cover liability to third parties:- <ul style="list-style-type: none"><li>(i) caused or contributed to by the Trailer becoming detached from the towing vehicle;</li><li>(ii) as a result of an accident occurring on a highway or public or private place whilst the Trailer is attached to the towing vehicle.</li></ul>   |
| <b>CONTRACTUAL LIABILITY</b>                                      | 5. We shall not cover liability arising out of a contract.  |
| <b>FIRE</b>   | 6. We do not cover liability arising through fire or explosion if the Vessel has an inboard engine unless fitted with a fire extinguishing system in both the engine room/space and if design allows the tank space: <ul style="list-style-type: none"><li>(i) automatically operated or remotely controlled from the steering position; and</li><li>(ii) which is properly installed and maintained in efficient working order in accordance with the manufacturer's instructions.</li></ul>   |
| <b>C. AMOUNT PAYABLE IN RESPECT OF LIABILITY TO THIRD PARTIES</b> | We shall pay the following:- <ul style="list-style-type: none"><li>(i) the amount which an Insured Person is held liable to pay a third party, up to the lesser of;<ul style="list-style-type: none"><li>(a) the amount noted in the Certificate in respect of any one event;</li><li>(b) £2,000,000 whilst the Vessel is participating in waterski racing and/or practising for waterski racing; and</li></ul></li><li>(ii) the costs of an Insured Person in defending any claim brought against him, provided such costs are incurred with our prior written consent; and</li><li>(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;</li></ul> <p>less in all cases the Excess.</p> |
| <b>D. EXCLUSIONS TO AMOUNT PAYABLE</b>                            |   |
| <b>FINES</b>  | We shall not pay fines or punitive damages.   |

## SECTION 6 - GENERAL EXCLUSIONS

### RADIATION DAMAGE

1. 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.

### RACING OR SPEED TESTS

2. We shall not insure you against any loss, damage, costs, expense or any legal liability whether directly or indirectly caused by, contributed to or arising whilst the Vessel is participating in racing or speed tests or other connected trials except in respect of races run under the auspices of the British Waterski & Wakeboard.

## SECTION 7 - CONDITIONS PRECEDENT AND LIMITATIONS

- A. GENERAL NATURE OF A CONDITION PRECEDENT**
1. A condition of the Policy with which you must comply if we are to be liable in respect of any claim.
- ALTERATIONS OR DELETION OF CONDITION PRECEDENT AND LIMITATION**
2. If you give us prior notice in writing that you wish to alter or delete a Condition Precedent and Limitation we may, in our discretion, and upon payment of any additional premium required, agree in writing to such alteration or deletion.
- B. PRIVATE PLEASURE PURPOSES CONDITION PRECEDENT**
- It is a Condition Precedent to our liability under the Policy that the Vessel 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.
- C. CRUISING AREA CONDITION PRECEDENT**
- It is a Condition Precedent to our liability under the Policy that the Vessel will remain within the cruising area noted on the Certificate.
- D. STRUCTURAL ALTERATION CONDITION PRECEDENT**
- It is a Condition Precedent to our liability under the Policy that you will not make any significant structural alteration or addition to the Vessel during the period of insurance without first obtaining our prior written consent.
- E. TRAILER CONDITION PRECEDENT**
- It is a Condition Precedent to our liability under the Policy that at all times the Trailer will be:-
- (i) securely locked to a road vehicle and the road vehicle will be occupied or securely locked; or
  - (ii) attended or secured by an anti-theft device or in a locked place of storage.
- F. COMPETENT PERSON CONDITION PRECEDENT**
1. It is a Condition Precedent to our liability under the Policy that when the Vessel is underway you or another competent person will be on board and in charge of the Vessel at all times.
2. Except as provided in the immediately following sub-clause F.3 it is a Condition Precedent to our liability under the Policy that whilst preparing to tow and whilst towing any person(s) on Permitted Towed Items 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 a lookout or observer.
3. If your Vessel is towing only one water-skier on a water-ski(s) only and no other Permitted Towed Item is being towed you do not require an observer but in those circumstances it is a Condition Precedent that:
- (i) The towing is being undertaken at water-ski schools and/or water-ski clubs on enclosed water only;
  - (ii) Only your water-ski boat is operating on the water towing a water-skier and no other person, boat or thing is otherwise operating in/on/over or under the water;
  - (iii) The driver of your Vessel holds a qualification for such driving or coaching from British Water Ski & Wakeboard;
  - (iv) Help can be summoned at any time;
  - (v) The skier is not towed for the purposes of a jump or jumping;
  - (vi) Any risk assessment carried out by such water-ski school or club does not require a second person in the operating boat;
  - (vii) The Vessel is being used for private pleasure purposes and not let out for hire or reward.

For this sub-clause 7.F.3 water skiing includes water skiing on one or two skis, wakeboarding, wakeskating, knee boarding, barefooting skiing.

SECTION 7 continued

- G. SEAWORTHINESS  
CONDITION  
PRECEDENT** It is a Condition Precedent to our liability under the Policy that you will 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.
- H. LIMITATION THAT THE  
VESSEL WILL NOT  
TOW OR BE TOWED** We will not insure you or the Vessel or insure your liability if the Vessel tows another vessel or is towed by another Vessel except in emergency or when it is customary.
- I. LAYUP CONDITION  
PRECEDENT** If the Certificate states that the Vessel is to be laid up for any period it is a condition precedent to our liability under the Policy that the Vessel will be safely laid up for the whole of that period, out of commission and in the place and type of berth stated in the Certificate or information that you have provided or such other place or type of berth as may be agreed by us in writing. This Condition Precedent does not apply to the Vessels equipment which will remain insured whilst in store elsewhere.

## SECTION 8 - GENERAL TERMS

### A. EXTENSION OF COVER

1. If at or before expiry of this 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 insured under this Policy is less than 26 feet in length overall we shall extend the cover for use in European Continental waters provided that:-
  - (i) you give us prior written or oral 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 one Period of Insurance; and
  - (iii) the Vessel is transported to and from the European Continent by 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.

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 make a charge. You are advised to check and request any required certificate well in advance of your planned departure date.

### B. SALE OR CHANGE OF INTEREST IN THE VESSEL

Unless we agree in writing if during the period of insurance the ownership of the Vessel is sold or otherwise transferred or in the case of a vessel owned by a company limited by shares the ownership of more than 50% of the shares is sold or otherwise transferred in any one transaction or series of transactions to the same person this Policy will automatically be cancelled with effect from the date of the transfer and we shall return to you a proportion of the premium paid in respect of the unexpired period of insurance provided that no claim has been made during the Period of Insurance less a fee of £25 in respect of such cancellation.

### 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 7 and within any of the applicable Endorsements or you act with Wilful Misconduct in the use or ownership of your Vessel; or
- (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.

**D. RENEWAL**

If you wish to renew the Policy you must, before the renewal is agreed, disclose to us any change of circumstance which is material to the risk. If you fail to do so we shall be entitled to void 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 claim has 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) 35% Introductory NCB and no previous insurance or experience;
  - (ii) 42.5% Introductory NCB with one year's claims free experience;
  - (iii) 50% for the second consecutive claim free year;
  - (iv) 55% for the third consecutive claim free year;
  - (v) 60% 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. Upon receipt of the relevant additional premium the aforementioned rates of no claims bonus are protected following one claim in the current period of insurance.

**F. MEDICAL EXPENSES**

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 of the Policy but not excluded by Section 2B of the Policy (page 5).

Any payment under this part of the Policy will not exceed £500 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 TRAILERS**

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

**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 this term.

**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;

**J. JURISDICTION**

If we have agreed in writing that you may let out the Vessel for hire or reward or for commercial purposes the English Court has 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;
  - (ii) notify the Maritime and Coastguard Agency of any accident occurring on water as soon as possible. This is required under regulation;
  - (iii) if the Vessel is outside the geographical area of the British Isles, Northern Ireland and Southern Ireland at the time of any occurrence which might give rise to a claim under the Policy in the unlikely event that you or they are unable to make contact with us directly or by use of the 24 hour Emergency Staffed Claims Helpline Number 0044 151 473 8099, notify the local Lloyd's Agent as soon as possible;

### WRITTEN REPORT

- (iv) provide us with a written report of the occurrence as soon as possible;

### THEFT ETC.

- (v) notify the police as soon as possible of any theft, malicious damage or other crime involving the insured property.

### COURT PROCEDURAL RULES

- (vi) 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 representatives may request or comment 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 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.
5. 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.
6. 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. The Insured Person should acknowledge said correspondence but no more.

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.

SIGNED

A handwritten signature in black ink that reads "Kevin Doyle". The signature is written in a cursive style with a large initial 'K' and a distinct 'D'.

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

## NOTES

## NOTES

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

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