



# Dinghy Insurance Policy



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DINGHY 08/18/V2

# IMPORTANT INFORMATION

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

Please read the documents carefully. We are obliged to give you certain information before you make your decision to buy this Policy or alternatively to give you a "cooling off" period of 14 days from the time you received this Policy. If the Policy and Certificate do not provide you with the protection you want and you do not want to continue with the insurance you may cancel the Policy within this period and we will return part of the premium retaining a proportionate part of the premium for that period for which we have been on risk providing no claims have been made. You may cancel your policy orally or in writing at the contact details given below.

Any correspondence with us should be directed to the address shown on the attached correspondence. Groves, John & Westrup Limited's head office address is 8th Floor, Walker House, Exchange Flags, Liverpool L2 3YL, Telephone number 0151 473 8000, e.mail insure@gjwdirect.com

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

## COMPLAINTS

If for any reason you are dissatisfied with our service or if you have any questions over the handling of your claim, you may state your complaint 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>

## LAW APPLICABLE TO THE CONTRACT

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

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

## DATA PROTECTION ACT 1998

GJW Direct and Munich Re Syndicate Limited are part of the MRSG Group companies which takes your data privacy very seriously. For details of how the personal information GJW Direct collects from you is used and your rights please view GJW Direct's privacy policy at <https://www.gjwdirect.com/privacy>. If you do not have access to the internet please contact us and we will send you a printed copy.

# COVER FOR THE DINGHY

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

## ADDITIONAL COVER

### PERSONAL BELONGINGS INCLUDING KIT BAG

We also cover sailing clothes and personal items normally worn or carried on a Dinghy and whilst on or around the Dinghy up to a maximum of £350 any one incident. We do not cover passports, cash, cash cards, credit or debit cards, cheque cards, currency or bank notes, stamps, travel tickets, travellers cheques, jewellery, watches, spectacles (including sunglasses), contact lenses, mobile telephones, keys or similar property.

### MEDICAL EXPENSES

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

### EUROPEAN USE

We automatically extend your cover whilst your Dinghy is outside of the United Kingdom and within any country of the EEA and Switzerland for up to 30 days any one trip. EEA countries are Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Republic of Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, The Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom.

### REFUND OF ENTRY FEE

We will refund your entry fee if any open meeting you have entered is abandoned because of adverse weather conditions and you are unable to recover such fee from the organisers. Any payment under this part of the Policy will not exceed £20 per day up to a maximum of 5 days.

## EXCLUSIONS TO COVER FOR THE DINGHY

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

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

## GENERAL EXCLUSIONS

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

- a.) occurring whilst your Dinghy is outside of United Kingdom, EEA and Switzerland Inland and Coastal Waters which means tidal and non tidal waters never more than three miles from land of the United Kingdom, an EEA country or Switzerland;
- b.) arising whilst the Dinghy is let out on hire or charter or used for any purpose other than private. pleasure purposes;
- c.) arising out of the unseaworthiness of the Dinghy;
- d.) caused intentionally or recklessly;
- e.) if the Dinghy is powered by an engine greater than 20 horsepower or if the maximum designed speed of the Dinghy is greater than 20 miles an hour/17 knots;
- f.) caused by:
  - i.) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuels;
  - ii.) the radioactive, toxic, explosive, or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
  - iii.) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
  - iv.) the radioactive, toxic, explosive or any other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
  - v.) any chemical, biological, biochemical or electromagnetic weapons;
  - vi.) any computer, computer system, computer software programme, computer virus or process or any other electrical system.

## AMOUNT PAYABLE IN THE EVENT OF LOSS OR DAMAGE

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

- a.) it is totally lost or destroyed; or
- b.) the cost of recovering and/or repairing it exceeds the value noted on the Certificate

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

## ADDITIONAL SUMS PAYABLE

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

# COVER FOR LIABILITY TO THIRD PARTIES

The Insured Persons referred to in this Section are you and any person using the Dinghy with your permission. Subject to the terms of the Policy we shall cover the Insured Persons in respect of legal liability to another person (including another person insured under this Section) arising out of the Insured Person's interest in or use of the Dinghy.

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

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

We shall not cover liability to third parties:

- a.) caused or contributed to by the trailer becoming detached from the towing vehicle or the Dinghy falling off of the carrying vehicle;
- b.) as a result of an accident occurring on a highway or public or private place whilst the trailer is attached to the towing vehicle or the Dinghy is carried on, or by a carrying vehicle.

We shall not cover liability arising out of a contract.

## AMOUNT PAYABLE IN RESPECT OF LIABILITY TO THIRD PARTIES

We shall pay the following:

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

## SALE OR CHANGE OF INTEREST IN THE DINGHY

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

## ADDITIONAL COVER

The relevant Insured Person must:

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

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





**SIGNED**

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

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

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