

All Inclusive Inland Policy

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

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ALL INCLUSIVE INLAND POLICY

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SECTION 1 - GENERAL

A INTRODUCTION

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

- 1 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 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 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. 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.

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 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
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 and are also available from the above address.

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. An application to the Financial Ombudsman Service must be made within six months of being notified of our final decision about your complaint.

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.

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

1 The law applicable to this insurance contract is subject to agreement between the parties.

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

F DATA PROTECTION ACT 1998

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

If we should need to store any additional information we will of course approach you first to obtain your permission. This information is used for underwriting purposes and in the unfortunate event of a claim.

YOUR PERSONAL DATA

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

INSURANCE ADMINISTRATION, RENEWAL AND CLAIMS HANDLING

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

CLAIMS 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 or checks 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 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 Manager at the address stated in Section 1.A.2.

Group company is any 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 would like to find out more about this notice, please write to the Data Protection Manager 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 (local rate) 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 the Policy.

**G DEFINITIONS FOR ALL
SECTIONS**

ANTI-THEFT DEVICE

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

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.

BOAT

Any type of small craft which forms part of the **Vessel's** equipment and is used for the operation of the **Vessel** and is specified on the Certificate or otherwise notified to us in writing. Any reference to "**Vessel**" in this Policy includes the **Vessel's** boat(s) unless the context requires otherwise. A liferaft is not a **Boat**.

**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.

CONTENTS

Means household goods and all other personal effects and items that are used by you specifically on the **Vessel** and which are your property or that of your **Immediate Family** including home entertainment equipment, radio aerials, satellite dishes and their fittings, pedal cycles and portable electric generators. Unless specified by us in writing on the Certificate the term **Contents** does not include:

- (i) motor vehicles (including motor cycles, quad bikes and motorised scooters), caravans, trailers, aircraft and their accessories (other than gardening machinery) and accessories;
- (ii) business stock, equipment, tools and material;
- (iii) livestock and animals;
- (iv) cash, currency and bank notes in excess of £250, securities, promissory notes and deeds and documents;
- (v) the Vessel or gear and equipment fixed to the Vessel (other than telephone installations and moveable gas and electric appliances);

- (vi) jewellery, furs, gold, silver and precious metal articles which in total exceed the lesser of 10% of the Sum Insured or £5,000 unless agreed by us in writing;
- (vii) any single picture, curio or other work of art, collection of postage stamps or coins, article of gold, silver, precious metal, jewellery or fur which has a value in excess of £500 unless agreed by us in writing;
- (viii) mobile telephones, personal digital assistants and tablets.

CRUISING AREA	This is the area noted on the Certificate.
ENDORSEMENT	An alteration in writing to the terms of the Policy.
EXCESS	The amount noted on the Certificate to be deducted from each and every claim except in the case of total, constructive total loss or claim against you.
IMMEDIATE FAMILY	Those members of your family who reside permanently with you.
IN-COMMISSION PERIOD	This is the period when the Vessel is not required to be laid up and may be used in navigation including lifting, hauling out and launching.
INLAND WATERS	Means inland waters of the United Kingdom where there are no tides but including broads and fens whether tidal or not. You may travel along enclosed inland tidal stretches for the purposes only of entering or leaving the non-tidal system.
INSURED VALUE	This is the sum(s) noted on the Certificate.
LATENT DEFECT	A defect which is not discoverable by the exercise of reasonable care.
MACHINERY	Includes main or auxiliary engines, electrical equipment, cables and fittings and hydraulic equipment, piping and fittings, boilers and shafts.
PERIOD OF INSURANCE	The period noted on the Certificate or in any endorsement .
SUE AND LABOUR	Any expense reasonably incurred with a view to minimising or averting loss of or damage covered under the Policy to the insured property.
VESSEL	<p>The Vessel noted on the Certificate including sails, machinery, gear, equipment including its Boat(s), lifejackets and handheld navigational aids and televisions, sound systems, radios and other electronic and gas equipment permanently fixed to the Vessel's structure, fixed furniture and fittings. "Vessel" does not include:</p> <ul style="list-style-type: none">(i) Contents;(ii) consumables such as food, lubricants, fuel, paint etc;(iii) the trailer for Boat(s);(iv) fishing or sporting equipment;(v) moorings not carried on board.
WAR, CIVIL DISTURBANCE AND TERRORISM	<p>War, Civil Disturbance and Terrorism means:</p> <ul style="list-style-type: none">(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.

SECTION 1 continued

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

1. 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** and other property 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** or other property described on the Certificate 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 the **Vessel** which is securely locked at the time of the theft and there is evidence of forcible and violent entry or exit; or
 - (c) 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** described on the Certificate caused by:
 - (i) 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 accordance 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.**

SAILS

2. If the **Vessel** is fitted or equipped with sails:
 - (i) loss or damage to sails whilst in use or whilst being rigged or unrigged split by the wind or blown away;

	(ii)	loss or damage to mast(s), spars, sails, standing and running rigging whilst the Vessel is racing unless caused by:
	(a)	the stranding or sinking of the Vessel or the Vessel being on fire;
	(b)	impact between the Vessel and any external substance including ice (but not water).
MACHINERY	3.	In the case of vessels which are over three years of age from the date of completion of build, to the Vessel's machinery 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)	impact between the Vessel and any substance including ice (but not water); or
	(iv)	theft or malicious persons; or
	(v)	freezing providing the machinery has been protected by appropriate anti-freeze mixed and inserted in accordance with the manufacturer's specification.
PROTECTIVE COVERS	4.	To protective covers more than five years old split by the wind or blown away.
BOATS	5.	To Boats caused by theft unless permanently marked with the name of the Vessel or other unique marking.
OUTBOARD MOTORS	6.	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 DESCRIBED ON THE CERTIFICATE	1.	We shall pay the value of the Vessel or its boat(s) or outboard(s) as noted on the Certificate 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) will exceed the value noted on the Certificate;
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.
PARTIAL LOSS	2.	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 .
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 (i.e., 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 used 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 **Vessel** arising out of repairs or replacement.

E UNREPAIRED DAMAGE We will not pay for unrepaired damage in addition to a subsequent total or constructive total loss sustained during the **Period of Insurance**.

F 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 INCLUDING SALVAGE AND SUE AND LABOUR (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 the Policy;

(iii) the costs of averting or avoiding oil pollution or clearing and cleaning away oil pollution provided that we pay you for physical loss of or damage to the **Vessel**.

2. Any sums payable under Section 2.F.1 above are subject to the **Excess**.

AMOUNT RECOVERABLE 3. The total amount recoverable under Section 2.F.1 and arising out of any one event is limited to the **Insured Value** of the **Vessel**.

SECTION 3 - CONTENTS

DEFINITIONS FOR THE PURPOSES OF SECTION 3 ONLY

SUM INSURED

This is the sum(s) noted on the Certificate for this Section.

ALL RISKS

A COVER FOR CONTENTS

Provided that Endorsement 1 is agreed and noted on the Certificate and subject to the **Conditions Precedent**, Limitations and the other terms of the Policy, we shall cover your **Contents** and the **Contents** of your **Immediate Family** against physical loss or damage, however caused whilst in the **Vessel** and in outhouses, garages, sheds and the like used in connection with the **Vessel** and whilst in transit anywhere in the United Kingdom. We shall also cover your **Contents** and the **Contents** of your **Immediate Family** whilst in any occupied private residence built of brick, stone or concrete and roofed with slates, concrete or asphalt anywhere within the United Kingdom.

B EXCLUSIONS TO COVER FOR CONTENTS

1. Unless we have agreed in writing the Policy does not cover:
 - (i) the first £100 of any claim or such other sum as might be specified on the Certificate;
 - (ii) **Contents** in the open;
 - (iii) any sum in excess of £1000 in respect of any item which is not specified in writing on the Certificate with a value in excess of £1000;
 - (iv) breakage of articles of a brittle nature other than jewellery unless caused by the action of thieves, robbers or burglars;
 - (v) theft or disappearance from unattended vehicles unless the items stolen or which have disappeared were concealed from sight in a locked boot of the vehicle and all protections were in actual use at the time of the theft;
 - (vi) loss or damage:
 - (a) caused by wear or tear or mechanical derangement other than the loss or damage resulting from wear and tear or mechanical derangement to a clasp, setting or other fastening, carrier or container;
 - (b) caused by washing, cleaning, drying, repair or renovation, moth, vermin, damp, wet and dry rot, infestation, rust, atmospheric or climatic conditions or gradual deterioration;
 - (c) to watches and clocks caused by overwinding, denting, breakage of glass or internal damage;
 - (d) to sports equipment caused by scratching and denting and damage to sports equipment tyres howsoever caused and loss of accessories to sports equipment unless the sports equipment is lost at the same time;
 - (e) to sports equipment whilst being used;
 - (f) to guns caused by rusting or bursting of barrels;
 - (g) to contact or corneal lenses;
 - (h) of cash, currency, bank notes, debit or credit cards, deeds or documents in excess of £250;
 - (i) caused by animals or birds;
 - (j) caused by **War, Civil Disturbance or Terrorism**;
 - (k) to mobile telephones or other personal digital assistants or tablets.

C RESTRICTED COVER IN RESPECT OF CERTAIN ITEMS	Subject to the Conditions Precedent , Limitations and other terms of the Policy we shall only cover you for:
TELEVISION ETC	<p>1. Accidental damage by external and visible means to televisions, sound systems, audio and visual recorders and players and home computer equipment but only whilst:</p> <p>(i) in the Vessel insured by us; or</p> <p>(ii) whilst temporarily at any other occupied dwelling in the United Kingdom;</p> <p>but excluding any period of transit;</p> <p>We do not cover computer software or downloaded information except as may be provided under Clause L of Section 3 in respect of Contents.</p>
FROZEN FOOD	<p>2. Deterioration of frozen foods kept in a deep freeze of less than 10 years in age up to a maximum amount of £250 caused by:</p> <p>(i) breakdown of the deep freeze; or</p> <p>(ii) failure of the supply of electricity or gas to the consumer unit feeding the Vessel;</p> <p>We do not cover frozen food in cold rooms, stores or any other method of keeping frozen food;</p>
MONEY AND CREDIT CARDS	<p>3. (i) loss and fraudulent use for which you are liable of:</p> <p>(a) cash, bank notes and currencies up to a maximum amount of £250;</p> <p>(b) credit cards up to an amount of £250 for each credit card fraudulently used.</p> <p>(ii) We do not cover any loss:</p> <p>(a) not reported to the police within 24 hours of discovery;</p> <p>(b) caused by fraudulent use of credit cards unless the credit card company has been informed of the loss of the credit cards within 24 hours of discovery;</p> <p>(c) in respect of credit cards caused by breach of the terms and conditions of the credit organisation;</p> <p>(d) in respect of credit cards which is recoverable from the credit organisation;</p> <p>(e) of cash or fraudulent use of credit cards outside the cruising limits for which we insure your Vessel.</p>
GLASS	<p>4. Accidental breakage of mirrors (including hand mirrors, glass tops and fixed glass and furniture and sanitary fittings) forming part of the Vessel;</p>
TENANT'S LEGAL LIABILITY	<p>5. Loss or damage for which you are legally liable as the tenant of the Vessel as a direct result of an event set out in Section 2.A.1 of this policy and not excluded by Section 2.B.1 of this policy but not exceeding 10% of the sum insured for Contents;</p>
REPLACEMENT LOCKS	<p>6. Stolen keys for the Vessel or to safes or alarms in the Vessel for the cost of replacing the locks to the Vessel, safes or alarms up to a maximum amount of £500 for all keys;</p>
ITEMS IN OUTHOUSES AND SHEDS	<p>7. Items lost or damaged whilst in outhouses, garages and sheds up to but not exceeding 5% of the total Sum Insured of the Contents;</p> <p>8. Loss by theft or other malicious acts of portable electric generators providing such generator(s) is chained and close shackled padlocked to the Vessel or other permanent structure.</p>
D AMOUNT PAYABLE IN THE EVENT OF LOSS OF OR DAMAGE TO CONTENTS BY ALL RISKS	<p>1. At our sole discretion we shall pay the cost of replacing or repairing any article lost or damaged or pay the cash equivalent but not exceeding the Sum Insured;</p> <p>2. Where you have produced evidence of value at the commencement of the insurance or this has been subsequently endorsed by us that shall be used as the basis of settlement;</p>

- E PAIRS AND SETS CLAUSE**
1. Where any item insured (including sanitary or kitchen fittings and furniture) consists of articles in a pair or set valued at more than £300 we shall not pay more than the lesser of:
 - (i) the value of any particular part or parts which may have been lost or damaged without reference to any special value which such article or articles may have as a pair or set;
 - (ii) the proportionate part of the insured value of the part or set.
- F TEMPORARY UNOCCUPANCY CLAUSE**
1. In the event that you do not continually occupy the **Vessel** between 1 November and 1 April you undertake with us:
 - (i) that if the **Vessel** is fitted with central heating, the central heating shall be turned on and set to maintain a temperature within the **Vessel** of not less than 10° Centigrade (50° Fahrenheit);
 - (ii) in the event of the **Vessel** not being centrally heated, the water shall be turned off from the mains and/or storage tanks.
 2. In the event that you fail to comply with this provision then we shall not be liable for any loss or damage caused by escape of water or oil from the fixed tanks, apparatus or pipes or for frost damage to internal water, oil tanks, apparatus or pipes.
 3. This clause will be suspended during any period that you occupy the **Vessel**.
- G CARPET CLAUSE**
- If there is loss or damage to carpet(s) our liability is limited to the cost of repairing or replacing the carpet(s) in the area where the damage occurred and we shall not be responsible for nor shall we pay for any undamaged carpet in any other area and for the purposes of this clause any passageway shall be considered as one room where all the carpet is of the same design, quality and age.
- H ITEMS ANYWHERE IN THE WORLD**
- Provided that Endorsement 2 is agreed and noted on the Certificate and subject to the **Conditions Precedent**, Limitations and other terms of the Policy we agree to extend Section 3 in respect of **Contents** only to cover the items specified on the Certificate anywhere in the world.
- I ALTERNATIVE ACCOMODATION**
- If your **Vessel** becomes uninhabitable following loss or damage covered under Section 2 and Endorsement 1 is noted on the Certificate we will pay up to £2,500 during the **Period of Insurance** for:
- (i) the extra cost of similar alternative accommodation for you, your family and your domestic pets; or
 - (ii) rent which you are contracted to pay during the time necessary to restore the **Vessel** to a habitable condition.
- J SPECIAL EVENTS**
- We will increase the **Contents** limit of cover by 10% for one month before and after a religious festival or special event of you or a member of your family, for purchases made for these events, if within the **Period of Insurance**.
- K CHANGING VESSEL**
- We will pay for accidental loss or damage to your **Contents** while they are being moved to a new permanent place of residence by professional removal contractors, including while temporarily stored by a storage company for up to 14 days. We do not cover loss or damage to china, glass and brittle items:
- (i) unless such items are packed by professional packers;
 - (ii) any loss or damage shown as not insured elsewhere in this Section 3.
- L DOWNLOADED INFORMATION**
- We will pay up to £1,000 for loss or damage to information that you have bought and stored on home entertainment equipment or mobile telephones as a result of:
- (i) fire (including resultant smoke), lightning, explosion or earthquake;
 - (ii) water or oil leaking from any fixed tank, appliance or pipe, including loss of metered water or oil but not after your **Vessel** has been unoccupied for more than 60 days in a row (unless the Certificate shows anything different);
 - (iii) theft or attempted theft from the confines of your **Vessel**, including losses from your garages and outbuildings, but not:

- (a) while the **Vessel** is lived in by anyone other than you or a member of your **Immediate Family**, unless violence and force is used to break into your **Vessel**;
- (b) after your **Vessel** has been unoccupied for more than 60 days in a row (unless the Certificate shows anything different).
- (iv) storm or flood;
- (v) vandalism or malicious damage, including riot, civil unrest, strikes or labour or political disturbances, but not after your **Vessel** has been unoccupied for more than 60 days in a row (unless the Certificate shows anything different);
- (vi) as a result of any animals other than domestic pets;
- (vii) falling tree or branch, road vehicle, train, aircraft or other flying objects (including items dropped from them).

We will not pay:

- (i) the cost of remaking a file, tape or disc;
- (ii) rewriting the information contained on your home entertainment equipment;
- (iii) any loss or damage shown as not insured elsewhere in this Insurance Policy.

M VISITORS BELONGINGS

We will pay up to £1,000 for loss or damage to your visitor's personal belongings (other than money and valuables), as a result of:

- (i) fire (including resultant smoke), lightning, explosion or earthquake;
- (ii) water or oil leaking from any fixed tank, appliance or pipe, including loss of metered water or oil but not after your **Vessel** has been unoccupied for more than 60 days in a row (unless the Certificate shows anything different);
- (iii) theft or attempted theft from the confines of your **Vessel**, including losses from your garages and outbuildings, but not:
 - (a) while the **Vessel** is lived in by anyone other than you or a member of your family, unless violence and force is used to break into your **Vessel**;
 - (b) after your **Vessel** has been unoccupied for more than 60 days in a row (unless the Certificate shows anything different).
- (iv) storm or flood;
- (v) vandalism or malicious damage, including riot, civil unrest, strikes or labour or political disturbances, but not after your **Vessel** has been unoccupied for more than 60 days in a row (unless the Certificate shows anything different);
- (vi) impact by any animal, falling tree or branch, road vehicle train, aircraft or other flying objects (including items dropped from them), but not damage caused by domestic pets.

N TEMPORARY REMOVAL

We will pay up to £2,500 for loss or damage to your **Contents** whilst temporarily removed for cleaning, renovation or repair as a result of:

- (i) fire (including resultant smoke), lightning, explosion or earthquake;
- (ii) water or oil leaking from any fixed tank, appliance or pipe, including loss of metered water or oil but not after your **Vessel** has been unoccupied for more than 60 days in a row (unless the Certificate shows anything different);
- (iii) theft or attempted theft from the confines of your **Vessel**, including losses from your garages and outbuildings, but not:
 - (a) while the **Vessel** is lived in by anyone other than you or a member of your **Immediate Family**, unless violence and force is used to break into your **Vessel**;

- (b) after your **Vessel** has been unoccupied for more than 60 days in a row (unless the Certificate shows anything different).
- (iv) storm or flood;
- (v) vandalism or malicious damage, including riot, civil unrest, strikes or labour or political disturbances, but not after your **Vessel** has been unoccupied for more than 60 days in a row (unless the Certificate shows anything different);
- (vi) impact by any animal, falling tree or branch, road vehicle, train, aircraft or other flying objects (including items dropped from them), but not damage caused by domestic pets;

and whilst temporarily removed from your **Vessel**, but still in the United Kingdom when in the following locations:

- (a) in a private home where someone is living;
- (b) in a bank or safe deposit;
- (c) in any trade premises for making up, alteration, renovation, repair, cleaning, drying or valuation;
- (d) any building in which you or a member of your **Immediate Family** work.

We will not pay for:

- (i) any **Contents** taken from your **Vessel** to sell or exhibit;
- (ii) loss or damage to money or business equipment;
- (iii) jewellery and furs;
- (iv) items kept in any store or furniture depository unless we have agreed in writing;
- (v) money and credit cards;
- (vi) theft or attempted theft unless violence and force is used to remove the **Contents** from a building;
- (vii) any **Contents** temporarily removed for the purposes of attending a university, college or boarding school.

0 CONTENTS AT UNIVERSITY/COLLEGE

We will pay up to £2,500 for loss or damage to your **Contents** and whilst temporarily removed from the Vessel whilst kept in any student accommodation or in any building in which you or your **Immediate Family** study within the United Kingdom as a result of:

- (i) fire (including resultant smoke), lightning, explosion or earthquake;
- (ii) theft or attempted theft from the confines of your **Vessel**, including losses from your garages and outbuildings, but not:
 - (a) while the **Vessel** is lived in by anyone other than you or a member of your **Immediate Family**, unless violence and force is used to break into your **Vessel**;
 - (b) after your **Vessel** has been unoccupied for more than 60 days in a row (unless the **Certificate** shows anything different).
- (iii) storm or flood;

- (iv) impact by any animal, falling tree or branch, road vehicle, train, aircraft or other flying objects (including items dropped from them), but not damage caused by domestic pets;

We will not cover:

- (i) any **Contents** taken from your home to sell or exhibit;
- (ii) loss or damage to money or business equipment;
- (iii) theft or attempted theft unless violence and force is used to remove the **Contents** from a building.

P PEDAL CYCLES

We cover pedal cycles being property belonging to you or your **Immediate Family** or for which you or they are legally responsible. The most we will pay for any one pedal cycle and its accessories is £600.

We will provide cover for any loss or damage to pedal cycles anywhere in the United Kingdom.

We will not pay for:

- (a) theft of any pedal cycles away from your **Vessel** unless locked to a permanent structure;
- (b) theft of pedal cycle accessories unless they are stolen with the pedal cycle;
- (c) loss or damage whilst racing, pace making or taking part in time trials;
- (d) motorised pedal cycles.

LEGAL LIABILITY TO THE PUBLIC

A COVER FOR LEGAL LIABILITY

1. Provided that Endorsement 1 is agreed and noted on the Certificate and subject to the **Conditions Precedent**, Limitations and the other terms of the Policy and providing that we insure your **Contents**, we shall cover you in respect of legal liability as occupier of the **Vessel** or as a private individual for:

- (i) bodily injury to any third party; and
- (ii) damage to property owned by a third party;

caused by an accident happening on the **Vessel** occurring during **Period of Insurance**.

B EXCLUSIONS TO COVER FOR LIABILITY TO THIRD PARTIES UNDER THIS SECTION

1. This Section does not cover:
 - (i) liability attaching to you as owner of the **Vessel**;
 - (ii) bodily injury to you or your **Immediate Family**;
 - (iii) bodily injury to or damage to property of any person who at the time of sustaining any injury is engaged in your service;
 - (iv) bodily injury arising directly or indirectly from any communicable disease or condition;
 - (v) damage to property owned by or in the charge or control of you or your Immediate Family or any person engaged in your service;

- (vi) liability arising directly or indirectly out of any profession, occupation, business or employment;
- (vii) liability arising out of a contract and which would not otherwise have attached;
- (viii) liability arising out of your ownership, possession or use of:
 - (a) any motorised or horsedrawn vehicle other than gardening machinery;
 - (b) any power operated lift;
 - (c) any aircraft or watercraft other than the Vessel or manually operated rowing boats, punts or canoes; or
 - (d) any animal other than a cat, horse or dog, which is not designated as dangerous under the Dangerous Dogs Act 1991;
 - (e) which is covered under a specific policy in respect of the **Vessel**;
- (ix) liability in respect of any pollution and/or contamination;
- (x) liability arising out of your ownership, occupation, possession or use of any land or building;
- (xi) any liability which is insured under any other insurance except in respect of the excess of any indemnity granted under such insurance.

IRRECOVERABLE COURT AWARDS

1. Provided that Endorsement 1 is agreed and noted on the Certificate and subject to the **Conditions Precedent**, Limitations and the other terms of this Policy, we shall pay any sums which you have been awarded by a Court in the United Kingdom and which still remain outstanding three months after the award has been made provided that:
 - (i) we would have indemnified you for Legal Liability under this Section had the award been made against you rather than to you; and
 - (ii) there is no appeal pending; and
 - (iii) you agree to allow us to take over any rights that you had against any person against whom the award was made.

LIMIT OF LIABILITY

1. In respect of Legal Liability and Irrecoverable Court Awards under this Section we shall pay the following:
 - (i) the amount which you are held liable to pay or are entitled to recover from a third party up to an amount of £3 million for any one accident or series of accidents arising out of any one event; and
 - (ii) your costs in defending any claim brought against you providing that such costs are incurred with our prior written consent.

ADDITIONAL GUIDANCE

THIS ADDITIONAL GUIDANCE DOES NOT FORM PART OF THE POLICY BUT IS GIVEN TO ASSIST YOU IN PROTECTING YOUR VESSEL AND VALUABLES.

SECURITY

Burglary has become a growth industry and the majority of break ins are by opportunist thieves rather than professional criminals.

You can protect yourself by taking the following action:

- (i) ensure external doors are fitted with good locks. We recommend that a mortice deadlock is fitted;
- (ii) do not leave keys under the mat, on a piece of string through the letterbox or hanging up near windows;
- (iii) fit window locks and make sure all windows are closed when the **Vessel** is unoccupied;
- (iv) when out during the evening, a time switch can be installed to switch on lights at preset times and these are very cost effective;
- (v) when leaving the Vessel for a period of time remember to tell the police or friends and neighbours and do not forget to cancel the milk and papers.

WINTER PROTECTION

Every year winter brings claims for storm damage and burst pipes, ruined decorations, ruined furniture and possible damp problems in the future. A lot of damage can be prevented by following these precautions:

- (i) have any roofing checked by a qualified contractor before each winter and have any routine maintenance carried out. Maintenance claims are not covered;
- (ii) renew felt on flat roofs at regular intervals;
- (iii) make sure pipes and tanks are lagged;
- (iv) when going away during the winter period keep the central heating on low or make sure water is turned off at the mains;
- (v) any fire in your Vessel can become very serious:
 - (a) make sure the electrical system is checked regularly, especially if lights dim or flicker and electrical equipment malfunctions;
 - (b) before going to bed make sure all naked flames are out or guarded. Paraffin or other portable catalytic heaters should not be used. If you smoke, check and empty ashtrays.

SECTION 4 - 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 (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

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.

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 engaged in your service.
2. We shall not cover liability:
 - (i) arising directly or indirectly from any communicable disease or condition;
 - (ii) under this section in respect of damage to property owned by or in the charge or control of you or your **Immediate Family** or any person employed in your service;
 - (iii) arising directly or indirectly out of any profession, business or employment;
 - (iv) arising out of your ownership, possession or use of:
 - (a) any motorised or horsedrawn vehicle other than gardening equipment;
 - (b) any power operated lift;
 - (c) any aircraft, drones or watercraft other than the **Vessel** or manually operated rowing boats, punts or canoes; or
 - (d) any animal other than a cat, horse or dog, which is not designated as dangerous under the Dangerous Dogs Act 1991;
 - (e) which is covered under a specific policy in respect of 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 Persons**.

TRAILERS

3. We shall not cover liability to third parties:
 - (i) caused or contributed to by the **Trailer** 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** is attached to the towing vehicle.

SECTION 4 continued

**CONTRACTUAL
LIABILITY**

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

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

1. 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
- (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.

**E EXCLUSIONS TO
AMOUNT PAYABLE**

FINES

We shall not pay fines or punitive damages.

**F EXCLUSION OF
CLAIMS UNDER ANY
OTHER SECTION**

We shall not pay any claim under this Section which is recoverable under any other Section of this Policy.

SECTION 5 - GENERAL EXCLUSIONS

GENERAL EXCLUSIONS

1. This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.
2. 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 6 - CONDITIONS PRECEDENT AND LIMITATIONS

- A GENERAL NATURE OF A CONDITION PRECEDENT OR LIMITATION** 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 PRECEDENT 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 3 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 4 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 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.
- G 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.
- H ALARM CONDITION PRECEDENT** It is a **Condition Precedent** to our liability under Section 3 of this Policy (**Contents**) that all protections including door and window locks and any burglar alarm system fitted shall be in full and actual operation whenever the **Vessel** is left unattended.

SECTION 7 - GENERAL TERMS

A 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.

B 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 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;
 - (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 days 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 6 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;
 - (v) use of threatening or abusive behaviour or language or intimidation or bullying of our staff or suppliers.

If we do cancel your Policy, we will return to you a proportion of the premium paid in respect of the unexpired **Period of Insurance** less a cancellation fee of £25 to take into account our costs in providing your Policy. If we cancel your insurance at any time, we will automatically cancel any cover provided by the additional benefits provided with your **Vessel** cover. If we cancel your Policy because we have been unable to collect the premium by direct debit instalments, we will charge the cancellation fee of £25 to take account of our costs in providing your Policy and for recovering any premium owed to us for the **Period of Insurance**.

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.

C 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.

D NO CLAIMS BONUS

1. If you renew this Policy you will be entitled to a no claims bonus on renewal.
2. The amount of the reduction is as follows:
 - (i) 5% for the first claim free year;
 - (ii) 10% for the second consecutive claim free year;
 - (iii) 15% for the third consecutive claim free year;
 - (iv) 20% for the fourth consecutive claim free year;
 - (v) 25% for the fifth consecutive claim free year.

PROTECTED NO CLAIMS BONUS

3. 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**.
4. 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.

- E GAS**
1. If gas is used on board the **Vessel**:
 - (i) the installation and tubing must be to a reasonable standard and approved 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 7.E.
- F MARINA BENEFITS**
- 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.
- G 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 2.A but not excluded by Section 2.B 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**.
- H ASSIGNMENT OF THE POLICY**
1. 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 5 is agreed and noted on the Certificate.
- I JURISDICTION**
- If we have agreed in writing that you may let out the **Vessel** for hire or reward for commercial purposes the English Court have exclusive jurisdiction over any dispute arising out of the Policy.
- J 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 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 8 - 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 immediate following sub clause:
 - (ii) if the **Vessel** is outside the geographical area of the British Isles, Northern Ireland and Eire at the time of any occurrence which might give rise to a claim under the Policy you may contact us either directly or by use of the **24 Hour Emergency Staffed Claims Helpline Number 00 44 151 473 8099**;

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.

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 8.4.
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. You must acknowledge such communications within 24 hours providing identity and policy number.
7. The relevant **Insured Person** must not without our prior written consent:
 - (i) admit liability;
 - (ii) make any offer to settle or compromise or pay a claim by a third party which might give rise to a claim under the Policy.

FRAUDULENT CLAIMS

8. (i) You must not act in a fraudulent manner. If you or anyone acting for you:
 - (a) makes a claim under the Policy knowing the claim to be false or fraudulently exaggerated in any respect; or

SECTION 8 continued

- (b) makes a statement in support of a claim knowing the statement to be false in any respect; or
 - (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 9 - SPECIAL PROVISIONS

- A TRANSIT**
1. If noted on the Certificate or otherwise agreed in writing by us we will cover physical loss of or damage to the **Vessel** during transit including loading and unloading.
 2. We shall not be liable for any scratching, bruising or denting during the preparation for transportation by land or whilst being transported.
 3. If the **Vessel** is carried on a trailer you must ensure that both the trailer and the towing vehicle are fit for the purpose.
- B TRAILER**
1. If we have agreed and noted a value for your trailer on the Certificate and subject to the **Conditions Precedent**, Limitations and other terms of the Policy we will cover you in respect of physical loss of or damage to the trailer caused by:
 - (i) theft; or
 - (ii) fire, explosion or lightning; or
 - (iii) collision or accident while in use.
 2. This Policy does not cover physical loss of or damage to the trailer(s) caused by theft:
 - (i) during preparation for or in the cause 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 and 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.
 3. 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.
 4. We shall pay the **Insured Value** of the trailer 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 insured value; or
 - (iii) you have been deprived of 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 should be a reasonable period depending upon the facts of each individual case.
 5. 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**.
 6. We shall not cover liability to third parties:
 - (i) caused or contributed to by the trailer 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 is attached to the towing vehicle.
- EXCLUSION TO COVER FOR TYRES**
- AMOUNT PAYABLE IN THE EVENT OF LOSS OF OR DAMAGE TO THE TRAILER**
- CONSTRUCTIVE TOTAL LOSS**
- CONSTRUCTIVE TOTAL LOSS CAUSED BY LOSS OF USE**
- PARTIAL LOSS**
- EXCLUSION OF LIABILITY IN RESPECT OF TRAILER**

SECTION 10 - ENDORSEMENTS

ENDORSEMENTS

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

ENDORSEMENT 1

CONTENTS

Subject to the **Conditions Precedent**, Limitations and other terms of the Policy we cover the items specified in accordance with Section 3.

ENDORSEMENT 2

CONTENTS ANYWHERE IN THE WORLD

Subject to the **Conditions Precedent**, Limitations and other terms of the Policy we extend cover to the items specified anywhere in the world in accordance with Section 3.

ENDORSEMENT 3

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 2.F 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;
 - (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 2.F 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 3.3 (iii) above but subject to the provisions of Section 2.A. (v)(a) and (b); or
 - (g) fire at the place of storage; or
 - (h) malicious act;
 - (iv) theft of outboard motor(s) unless locked onto the **Vessel** by an **Anti-Theft Device** in addition to the normal method of attachment;
 - (v) in the case of **Vessel** fitted with inboard machinery, physical loss of or damage to the **Vessel** the additional sums payable under Section 2.F 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 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** 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 4

PERMISSION TO CHARTER OR LET

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 5

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 6

WAR, CIVIL DISTURBANCE OR TERRORISM

Subject to the **Conditions Precedent**, Limitations and other terms of the Policy we shall cover the **Vessel** for those risks excluded by Section 2.B.(ix) and the Contents for the risks excluded by Section 3. B.1.(vi)(j).

SIGNED



Underwriter

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

NOTES

NOTES



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

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