



ABOUT OUR INSURANCE SERVICES

WATERSKI POLICY SUMMARY

Demands and needs

We have not provided you with a personal recommendation as to whether this policy is suitable for your specific needs. You require insurance to cover loss or damage to your pleasure craft and your liability in respect of that vessel and this policy fulfils your needs.

You are reminded that under the Data Protection Act we are not able to discuss or deal with your insurance affairs with a third party, whether or not related to you, without first receiving your written consent. Should you believe that it may be necessary to deal with your insurance affairs through a third party you are requested to obtain from us an appropriate authorisation form to be completed which will allow us to deal with your nominated representative.

We and other companies processing your data may from time to time need to undertake some of the processing in countries outside of the European Economic Area which may not have laws to protect your data, but in all cases we will ensure that it is kept securely and only used for the purposes for which you provided it.

This is a brief summary of the policy terms and conditions although the full cover is subject to the Conditions Precedent, Limitations and other Terms of the Policy, a specimen of which is available on request and is subject to any additional cover [Endorsements] that may have been agreed.

We would remind you that you should review your insurance arrangements regularly to ensure that you are properly protected. Particularly you should ensure that you are content with the limits in any legal expense insurance.

Groves, John & Westrup Limited together with Munich Re Syndicate Limited at Lloyd's, [who provide the insurance] whose address and head office is St Helens, 1 Undershaft, London EC3A 8EE England are members of one of the world's largest insurance groups.

Your contract with GJW Direct is a separate contract to the insurance contract and is for arranging the insurance contract.

Any correspondence in respect of your insurance should be directed to the address shown on the attached correspondence.

Groves, John & Westrup's head office address is:

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

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

Unvalued Policy	This is an unvalued policy which means that in the event of total loss of your vessel we pay the market value of it up to but not exceeding the sum insured.
Law	The law applicable to this contract is subject to agreement between us and unless we have agreed otherwise the law applying to the contract is as follows: <ul style="list-style-type: none"> • 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 • 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 • if the above does not apply, the law of England and Wales.
Premium	We charge a £20 policy fee which is shown in the Quotation Letter/Renewal Invitation. We may also charge a fee of up to £7 for mid term adjustments and a fee of £15 for the provision of duplicate documentation.
Language	The policy terms and conditions are only supplied in the English language and we will only communicate with you, unless we agree otherwise, in the English language.
Jurisdiction	Under Community Regulations unless we have agreed in writing and you have let out the vessel for hire or reward or for commercial purposes [when you can only bring proceedings in England] you may at your option bring proceedings in England or where you are domiciled and, if the Court procedure allows, in respect of liability where the harmful event occurs.
Period of Insurance	We insure you for a period of 12 months.
Vessel Cover Section 2 of Policy	Your vessel is covered for accidents (including fire, explosion, collision, stranding, grounding and heavy weather); damage caused by latent defect; negligence; theft of the entire vessel; theft of any part of the vessel providing it is securely fastened to the vessel, or inside a locked compartment on board the vessel or locked place of storage ashore; malicious acts of third parties; freezing; rodents.

Main Exclusions for Vessel Section 2B and D of Policy	<p>Your vessel is not covered for theft if left unattended at any time on a trailer unless a wheel clamp or hitchlock protects the trailer. You are not covered in respect of theft of the vessel caused by fraud against you.</p> <p>We do not cover damage caused by wear, tear or depreciation; insects; marine borers; barnacles or marine growth; corrosion; rot; rust; mildew; dampness or weathering; electrolysis; osmosis; civil, criminal or administrative proceedings or actions taken by Customs Officers or war, civil disturbance and terrorism.</p> <p>If your vessel has an inboard engine we do not insure against fire or explosion unless the vessel is fitted with a fire extinguishing system in the engine and tank space automatically operated or having controls at the helm properly maintained and installed.</p> <p>We do not cover loss or damage to machinery and outboard motors unless caused by accidental incursion of water into the vessel; stranding, sinking or fire of the vessel; theft or malicious act or freezing subject to the machinery being maintained in accordance with manufacturer's recommendations by a competent mechanic and being protected by antifreeze, impact other than with water and waterbed claims when claims for impact will be subject to a minimum excess of £100 or twice the excess shown in the Certificate, whichever is the greater; and if the vessel at the time of the damage occurring is racing or practicing for racing under the British Waterski Rules and Regulations payment will not exceed two thirds of the cost of repair subject to a maximum payment of £1,500.</p> <p>We do not cover damage to vessels over 30 feet in length whilst being transported by land and of any length caused by scratching, bruising or denting.</p> <p>We do not cover damage to your vessel caused by your recklessness or wilful misconduct.</p> <p>We will not pay for the cost and expense of rectifying a fault in design or construction or a latent defect or defective workmanship carried out or materials provided by an independent contractor employed to carry out maintenance, repairs or alteration to the vessel. We also reserve the right to deduct up to one third of the replacement cost of used protective covers, canopies and outboard motors and a reasonable amount for the cost of repairs or replacement to take account of any betterment to the vessel arising out of repairs or replacement.</p> <p>We will pay the expense of inspecting the vessel after grounding, even if you do not find any damage, together with expenses incurred for the purposes of averting or minimising physical loss of or damage to the vessel and the costs of averting or avoiding oil pollution or clearing and cleaning away oil pollution.</p>
Trailer Cover Section 3A of Policy	<p>We only cover loss or damage to trailers caused by theft, fire, explosion or lightning, or collision or accident whilst in use.</p>
Main Exclusions for Trailer Section 3B of Policy	<p>We only cover theft of trailers providing during preparation for or in the course of towage they are securely locked to the road vehicle and the road vehicle is occupied or securely locked or the trailer is otherwise protected by a wheelclamp or hitchlock.</p> <p>We do not cover damage to tyres caused by application of brakes or by punctures, cuts, bruises or by wear and tear.</p>
Personal Property Cover Section 4A of Policy	<p>We cover your personal property and that of your immediate family whilst on board the vessel, or being used in connection with the vessel, or in transit between your residence and the vessel. The term Personal Property includes waterskis, monoskis, knee boards, wake boards, hydrosleds, rings or biscuits, tubes and bananas.</p>
Main Exclusions for Personal Property Section 4B of Policy	<p>We do not cover fishing gear or equipment or sporting equipment or diving gear. Nor do we cover money; traveller's cheques; credit cards; jewellery; spectacles and contact lenses; mobile telephones; laptops and other personal digital assistants.</p> <p>We do not cover damage to Personal Property caused by wear, tear or depreciation; damp; rot; mould; mildew; corrosion, rust; moth or war; civil disturbance or terrorism; or radiation damage.</p> <p>We do not cover damage caused to articles of a brittle nature by breaking unless caused by stranding, sinking or fire of the vessel; impact between the vessel and any external substance excluding water; heavy weather; or the action of thieves, robbers or burglars.</p>
Liability Cover Section 5A of Policy	<p>We will cover your liability or that of any person using the vessel with your permission.</p>
Main Exclusions for Liability Section 5B of Policy	<p>We do not cover:</p> <p>the liability of any person employed under a contract in connection with the vessel other than Captain or crew employed by you;</p> <p>liability of an employee or an operator of a marina, slipway, shipyard, yacht club, sales agency or similar organisation or crane or travel hoist;</p> <p>liability of or to any person while engaged in any sport which involves being towed by the vessel other than waterskiers, monoskiers, barefoot skiers, knee boarders, water boarders or on hydro slides, rings, biscuits, tubes and bananas [referred to as Permitted Towed Items. There are limits as to the number of persons who may be towed at any one time;</p> <p>liability of or to any person while engaged in snorkelling, aqualung diving or other underwater sport including while disembarking or boarding although we do cover liability to such a person arising as a result of physical contact between such person and the vessel;</p> <p>liability to any person employed under a contract in connection with the vessel;</p> <p>liability caused or contributed to by recklessness or wilful misconduct on your part or of anyone using your vessel;</p> <p>liability to third parties caused or contributed to by the trailer becoming detached from the towing vehicle or as a result of an accident occurring on a highway or public or private place whilst the trailer is attached to the towing vehicle;</p>

	<p>liability arising out of contract. We do not pay fines or punitive damages.</p> <ul style="list-style-type: none"> Whilst towing any person or thing you must have at least two persons on board your vessel, one acting as a helmsman and one acting as a lookout. If you do not we will not insure you. We do relax this requirement in specific circumstances. Please refer to the policy for details.
General Exclusions applicable to the whole policy Section 6 of Policy	<p>We do not cover loss, damage or liability arising from ionising radiations, radioactive, toxic, explosive or other hazardous or contaminating products of any nuclear installation, a weapon or device employing atomic or nuclear fission or fusion, the radioactive, toxic explosive or other hazardous or contaminated properties of any radioactive matter, any chemical, biological, biochemical or electromagnetic weapon or the use or operation as a means for inflicting harm of any computer or computer programme.</p> <p>We do not cover your vessel or liability whilst your vessel is racing or undergoing speed tests other than when run under the auspices of the British Waterski Rules and Regulations or otherwise approved.</p>
Conditions Precedent and Limitations Section 7	<p>It is a Condition Precedent of the Policy with which you must comply if we are to be liable in respect of any claim.</p> <p>If you use your vessel for purposes other than pleasure (unless we have otherwise agreed) or your vessel goes outside the cruising area we have agreed we do not insure your vessel or your liability.</p> <p>If you make any significant structural alterations or additions to the vessel without first obtaining our consent we will not insure your vessel or your liability.</p> <p>at all times the trailer will be securely locked to a road vehicle and the road vehicle will be occupied or securely locked or attended or secured by a wheelclamp or hitchlock or in a locked building. This is a Condition Precedent.</p> <p>If you do not exercise reasonable care to keep the vessel in a seaworthy condition and if you do not keep it in a safe place and if you tow another vessel or be towed except in an emergency or when customary we will not insure the vessel or your liability.</p> <p>When your vessel is underway there must be a competent person on board and in charge of your vessel.</p>
Other important terms Section 8 of Policy	<p>Whilst preparing to tow and whilst towing Permitted Towed Items and until towing is completed you must have on board two competent persons, one acting as helmsman and one acting as lookout. We do relax this requirement in specific circumstances. Please refer to the policy for details.</p> <p>If your vessel is less than 26 feet in length we will extend cover for use in European Continental waters provided the period outside the cruising area is not more than 30 days in any one period of insurance, transport is by a suitable conveyance, use is restricted to within three miles of the coast and whilst outside the cruising area noted on the Certificate the Excess will be doubled.</p>
Additional Benefits	<p>We can cover your legal expenses up to £25,000, £50,000 or £100,000 on payment of an additional premium to pursue damages for injury or death or out of pocket expenses following damage to the vessel or for the defence of criminal prosecutions brought against you arising directly out of your ownership of the vessel. We do not cover offences of dishonesty or violence or where you have obtained or attempted to obtain a financial advantage and we only cover pleas in mitigation where there is a real chance of these reducing any penalty</p> <p>We can also cover claims against retailers of goods or services supplied for use in connection with the vessel or the vessel itself providing that the amount in dispute is not less than £150 and not more than £5,000. On payment of an additional premium we will amend these limits by reducing the amount of £150 to £100 and increasing the amount of £5,000 to an unlimited sum.</p> <p>We also cover you and your crew for medical expenses arising out of personal injury caused by any covered event for damage to the Vessel up to a maximum of £500.</p> <p>We also cover you for accidental bodily injury or death whilst using your vessel including embarkation and disembarkation up to a maximum of £20,000.</p>
Limit	<p>In respect of loss of or damage to your vessel, trailer or outboard motor, the limit of our liability is limited to the Insured Value shown on the Certificate.</p> <p>In respect of Personal Property, we shall not pay more than £200 in respect of any one item unless each item valued in excess of £200 has been agreed by us in writing.</p> <p>For private pleasurecraft our maximum limit of liability in respect of third party claims is £5,000,000 any one accident or series of accidents (except of or to those on Permitted Towed Items when the limit will be £2,000,000)</p>

<p>What to do if you need to make a claim</p>	<p>We are a Lloyd's Service Company and in matters of claims act upon the behalf of the Munich Re Syndicate Limited.</p> <p>You must notify us of any occurrence which might give rise to a claim as soon as possible. You may do this orally or in writing at the address given above.</p> <p>Upon notification of a claim we will send to you a claim form for completion and will at the same time provide specific advice and if necessary appoint an impartial surveyor. He will ascertain nature, cause and extent of damage and our consideration of your claim will be based on the advices of the surveyor taking into account information and evidence provided by you.</p> <p>If you receive a claim from a third party you should immediately acknowledge the claim giving your policy number and our identity and address and send copies of the correspondence to us.</p> <p>In the event that the incident does not give rise to a claim recoverable under the insurance policy provided, or only part of the cost of repair or reinstatement is recoverable, we will give you a full explanation in writing.</p> <p>On receipt of a completed claim form, and if the claim is recoverable, we will, on provision of written estimates of repair inform you that we have no objection to repairs proceeding at which time we will advise you as to any reservation we might have as to cost of repairs. Instruction for repairs must be given by you and you are responsible for payment of all repair bills. To assist you, however, we are prepared to make direct payments to repairers providing that you are fully satisfied with the repairs and authorise us to do so.</p> <p>We do not have approved repairers but will authorise you to proceed with a particular repair yard on the basis of estimates being fair and reasonable in amount. Under the policy we have the absolute right in our discretion to decide where property is to be repaired but it is unusual for us to veto any particular repairer it being our practice to accommodate, as far as possible, your own choice of repairer. In the event of a total loss of your motor vessel or if it is not capable of being repaired within the Insured Value our liability is limited to the full sum insured. You must note that our policy is an unvalued policy and payment in such circumstances is made on the basis of market value at the time of the loss limited to the Insured Value. You should therefore ensure that the Insured Value that you have chosen adequately reflects the value of your vessel.</p> <p>You should not without our prior written consent admit any liability, make any offer to settle or compromise any claim against you which might give rise to a claim under the policy. You should not incur any expenditure except for the purposes of averting or minimising loss without our prior written consent. You should notify the Police as soon as possible of any theft, malicious damage or other crime involving the insured property.</p>
<p>Cancellation</p>	<p>We give you a "cooling off" period of 14 days from the time you receive the policy. If the Policy and Certificate do not provide you with the protection you want and you do not want to continue with the insurance, you may cancel the policy within this period and we will return the part of the premium retaining a proportionate part of the premium for that period for which we have been on risk provided no claims have been made. You may cancel the policy orally or in writing at the above address.</p> <p>If you sell your vessel the policy is automatically cancelled from the date of transfer of the ownership and we will return to you the premium in respect of the unexpired period less a service charge of £25.</p> <p>You and we may cancel for cause at any time by 14 days' written notice of cancellation.</p>
<p>Complaints</p>	<p>Our Policy represents our philosophy of fairness and integrity with our customers and we will provide you with a high level of service at all times. If at any time you are not satisfied with our service or any other aspect of your insurance, you should contact us by telephone or in writing to the number or address given at the head of this leaflet or by use of the dedicated email address complaints@giwdirect.com to see if we can resolve the matter. In the unlikely event that this does not resolve the matter you may state your complaint orally or in writing. If in writing, marking the letter "for the attention of the Complaints Director". We aim to resolve your complaint within five working days but if we are unable to do so we will acknowledge receipt of your complaint within that period. If the complaint still cannot be resolved amicably within two weeks you have the right to refer your complaint to Lloyd's at Complaints, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent, ME4 4RN, Email: complaints@lloyds.com, Telephone: +44 (0)20 7327 5693, Fax: +44 (0)20 7327 5225 and if they are not able to resolve your complaint within eight weeks and if you are a private policy holder or a business with a turnover of less than €2,000,000 or a charity with an annual income of less than €2,000,000 or a trustee of a trust with a net asset value of less than £1,000,000, you may then approach the Financial Ombudsman Service, Exchange Tower, London, E14 9SR telephone number 0800 0234567, facsimile 0207 9641001, email complaint.info@financial-ombudsman.org.uk who will advise whether he is able to deal with your complaint. Under the terms of the Financial Services Ombudsman Scheme we must:</p> <ol style="list-style-type: none"> 1. acknowledge your complaint within five days 2. resolve your complaint within two weeks after which you may refer your complaint to Lloyd's before referring the matter to the Financial Ombudsman Service. <p>This is in addition to any other action you may subsequently wish to take including legal action. An application to the Financial Ombudsman Service must be made within six months of being notified of our final decision about your complaint.</p>
<p>Compensation</p>	<p>You may be entitled to compensation from the Financial Services Compensation Scheme should the insurers be unable to meet their liabilities under this Policy. The levels of compensation available under the Scheme are for insurance: 100% of the first £2,000 of a valid claim, and 90% of the remainder.</p> <p>Further information can be obtained from the Financial Services Compensation Scheme. In addition, the Lloyd's Central Fund is available to meet claims at the discretion of the Council of Lloyd's.</p>