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A. INTRODUCTION

The policy for insurance is a binding contract between you and Munich Re Syndicate Limited. You are also entering into a contract for services with Groves, John and Westrup to provide policy administration services.

The contract is based upon the information you provide to us. If you have proposed for insurance orally we will provide to you written details of that information. If the information contains any material untruth or inaccuracy, you should inform us immediately since if you do not, we may:

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

We give you a “cooling off” period of 14 days from the time you received this Policy. If the Policy and Certificate do not provide you with the protection you want and you do not want to continue with the insurance you may cancel the Policy within this period and we will return part of the premium retaining a proportionate part of the premium for that period for which we have been on risk providing no claims have been made. You may cancel your Policy by either telephoning, writing to us or by e.mail.

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

Groves, John and Westrup Limited are authorised and regulated by the Financial Conduct Authority Firm reference number 310496.
B. 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. Under the terms of the Financial Ombudsman Services scheme, Lloyd’s must:
(i) reply to you within four weeks; and
(ii) resolve your complaint within eight weeks; of the date of your original complaint.

If Lloyd’s fail to do so or if you remain dissatisfied after Lloyd’s has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service.

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

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

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

C. LAW APPLICABLE TO THE CONTRACT

The law applicable to this insurance contract is subject to agreement between the parties. Unless a special Endorsement to the contrary has been requested by you and agreed by us, the law applying to this insurance contract will be as follows:
(i) if you are applying for insurance protection as a private individual, the law applicable to that part of the United Kingdom, Channel Islands or Isle of Man in which you or the first named Policy Holder normally resides; or
(ii) if you are applying for insurance protection in your capacity as a sole trader or as a company the law applicable to that part of the United Kingdom, Channel Islands or Isle of Man in which you have your principal place of business; or
(iii) if the above does not apply, the law of England and Wales.

D. PAYMENT OF PREMIUMS BY INSTALMENTS

Reference to the payment of premiums includes payments by instalments. If you choose to pay for your insurance by monthly instalments your policy remains an annual contract. If your instalment arrangement is subject to the Consumer Credit act 1974 you will be provided with an appropriate credit agreement. If no charge is made by us for credit then the agreement will not be subject to the consumer credit act and will simply be an agreement between you and us. The date of payment and the amount of instalments will be set out in your payment schedule. Whether subject to consumer credit or not, if you do not keep up your instalments your policy may be cancelled from the date you failed to pay an instalment. Before cancelling any policy we will contact you and attempt to arrange payment for any missed payments. If you make a claim during the period of insurance we shall be entitled to deduct the balance of premium from any payment in respect of total loss or constructive total loss.
E. DATA PROTECTION

GJW and Munich Re Syndicate are part of the MRSG Group companies which takes your data privacy very seriously. For details of how the personal information GJW collects from you is used and your rights please view GJW’s privacy policy at www.gjwdirect.co.uk/privacy/.

If you do not have access to the internet please contact us and we will send you a printed copy.
F. DEFINITIONS

ANTI-THEFT DEVICE - An appropriate device sold and marketed as a secure method of preventing theft.

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 and confirmed 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.

COMPETENT PERSON - A person with the necessary ability, knowledge and skill.

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.

CRUISING AREA - This is the area noted on the Certificate.

ENDORSEMENT - An alteration in writing to the terms of the Policy.

EXCESS - The amount to be deducted from your claim in certain circumstances.

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.

INSURED VALUE - This is the sum(s) noted on the Certificate.

LAY UP PERIOD - This is the period (if any) noted on the Certificate when the Vessel must not be used for any purpose except for the carrying out of minor maintenance and repairs and must be laid up at the place named on your Certificate or any other place agreed by us in writing. The Vessel must not be used as a houseboat nor undergo major repair/refit unless we give permission in writing and issue an endorsement to this effect.

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.

PERSONAL PROPERTY - Items of a personal nature belonging to an Insured Person that would not normally be sold with the Vessel.

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.

WE US AND OUR
Groves, John and Westrup Limited

YOU YOUR AND YOURS - The individual, company or other organisation named as the Insured Person.
VESSEL - The Vessel noted on the Certificate including machinery, gear, equipment, lifejackets, handheld navigational aids and televisions, sound systems, radios and other electronic equipment permanently fixed to the Vessel's structure, furniture and fittings. “Vessel” does not include:

(i) dinghy, outboard motor, liferaft, trailer or personal property unless specifically noted on the Certificate;
(ii) consumables such as food, lubricants, fuel, paint etc;
(iii) moorings not carried on board.

WAR, CIVIL DISTURBANCE AND TERRORISM

War, Civil Disturbance and Terrorism means:

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

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

(i) alcohol so as to impair safe navigation or management of the Vessel; or
(ii) prohibited drugs.
SECTION 2 - THE VESSEL

A. COVER FOR THE VESSEL

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

(i) accidents (including fire, explosion, collision, stranding, grounding and heavy weather);

(ii) **Latent Defect** in the **Vessel** for which purpose corrosion (including electrolytic or galvanic) or rust not discoverable by the exercise of reasonable care or where the corroded or rusted item has been inspected, maintained, serviced or replaced in accordance with the manufacturer’s, supplier’s or other recommendation is considered a **Latent Defect**;

(iii) negligence;

(iv) theft of the entire **Vessel**;

(v) theft of any part of the **Vessel** provided that at the time of the theft the part is either:

(a) securely fastened to the **Vessel** and in the case of an outboard motor locked on by an anti-theft device in addition to its normal method of attachment; or

(b) inside a locked compartment on board the **Vessel** or in a locked place of storage ashore;

(vi) malicious acts of third parties (including vandalism, piracy or barratry);

(vii) freezing;

B. EXCLUSIONS TO COVER FOR THE VESSEL

This Policy does not cover physical loss of or damage:

1. To the **Vessel** caused by:

   (i) theft;

   (a) while left unattended at anytime on a trailer unless an anti-theft device protects the trailer;

   (b) by fraud practised against you;

   (ii) **Wear, Tear or Depreciation**;

   (iii) insects, marine borers, barnacles, marine growth, fungi or molluscs;

   (iv) corrosion (including electrolytic or galvanic) or rust discoverable by the exercise of reasonable care or which would be identified or prevented by inspection, maintenance, service or replacement in accord with the manufacturer’s, supplier’s or other recommendation of the corroded or rusted item;

   (v) rot, mildew, dampness or weathering;

   (vi) osmosis;

   (vii) 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;

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

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

   (b) which is properly installed and in efficient working order in accordance with manufacturer’s instructions; and

   (c) in the galley with a portable fire extinguisher in efficient working order of not less than 2kg and a fire blanket.

   (ix) **War, Civil Disturbance and Terrorism**;

   (x) Wilful Misconduct.

MACHINERY

4. In the case of vessels which:

(i) are over three years of age from the date of completion of build;

   to the Vessel’s machinery unless caused by:

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

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

   (c) theft

   (d) freezing providing the machinery has been maintained in accordance with manufacturers’ recommendations and the machinery has been protected by appropriate anti-freeze mixed and inserted in accordance with the manufacturers’ specification;
(e) impact between the vessel and any substance including ice (but not water)
(f) if the Vessel at the time of loss or damage occurring is participating in races run under the Rules and Regulations of the British Ski and Wakeboard and/or approved by the British Water Ski and Wakeboard or whilst practicing for such races, payment will be limited to two thirds of the total cost of repairs subject to a maximum payment of £1,500.00 whichever is applicable

**TRANSIT / TRANSPORTATION**

5. To Vessels:
(i) with an overall length of more than 30 feet, from any cause while being transported by land, sea or air unless Endorsement 3 has been agreed and noted on the Certificate;
(ii) of any length, caused by scratching, bruising or denting during:
(a) the preparation for transportation by land, sea or air; or
(b) while being so transported.

**BOATS**

6. To Boats caused by theft unless permanently marked with the name of the Vessel or other unique marking.

**OUTBOARD ENGINES**

7. To outboard motors by theft unless secured to the Vessel or Boat by an anti-theft device in addition to its normal method of attachment.

**TRAILERS**

8. To trailers by theft:
(i) during preparation for towing or whilst in the course of towing unless the trailer(s) is securely locked to the road vehicle and the road vehicle is occupied or securely locked.
(ii) in all other circumstances unless the trailer(s) is secured by a wheelclamp or in a locked place of storage.

**TRAILER TYRES**

9. To trailer tyres caused by the application of brakes or by punctures, cuts, bruises or by wear and tear.

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

1. We shall pay the value of the Vessel or its boat(s) or outboard(s) as noted on the Certificate if:

**TOTAL LOSS**

(i) the Vessel or its boat(s) or outboard(s) or trailer(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) or trailer(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) or trailer(s) for a period of 12 consecutive months commencing during the Period of Insurance except in cases of theft when the period shall be a reasonable period depending upon the facts of each individual case.

**PARTIAL LOSS**

2. In all other cases, we will pay the reasonable cost of recovering the Vessel or its boat(s) or outboard(s) or trailer(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 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. 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 providing that we pay you for physical loss of or damage to the **Vessel**.

2. Any sums payable under Section 2E1 above are subject to **Excess**.

**AMOUNT RECOVERABLE**

3. The total amount recoverable under Section 2E1 and arising out of any one event is limited to the **Insured Value** of the **Vessel**.
SECTION 3 - PERSONAL PROPERTY

A. COVER FOR PERSONAL PROPERTY

If we have agreed and noted a value for your Personal Property on the Certificate and subject to the Conditions Precedent, Limitations and the other terms of the Policy, we shall cover your Personal Property and the Personal Property of your Immediate Family against physical loss or damage however caused, provided that the Property is:
(i) on board the Vessel; or
(ii) being used in connection with the Vessel; or
(iii) in transit between your residence and the Vessel.

B. EXCLUSIONS TO COVER FOR PERSONAL PROPERTY

1. This Policy does not cover:
   (a) passports, cash, currency or banknotes; or
   (b) stamps, travellers cheques or travel tickets; or
   (c) debit/credit/cash/cheque cards; or
   (d) hearing aids, jewellery including watches, spectacles and contact lenses;
   (e) diving gear, keys, mobile phones, laptops or other mobile electronic equipment used for purposes other than navigation;

2. loss of or damage:
   (a) caused by:
      (i) wear, tear or depreciation; or
      (ii) damp, rot, mould, mildew, corrosion or rust; or
      (iii) moth; or
      (iv) War, Civil Disturbance or Terrorism.
   (b) caused to articles of a brittle nature by breaking unless due to:
      (i) the stranding or sinking of the Vessel or the Vessel being on fire; or
      (ii) impact between the Vessel and any external substance including ice (but not water); or
      (iii) the action of thieves, robbers or burglars.

TWELVE MONTHS LAID UP

3. Unless we agree in writing, we do not insure Personal Property if we insure the Vessel laid up for the whole of the Period of Insurance.
C. AMOUNT PAYABLE IN THE EVENT OF LOSS OF OR DAMAGE TO PERSONAL PROPERTY

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

**TOTAL LOSS**

(i) the **Personal Property** is totally lost or destroyed; or
(ii) the cost of recovering and repairing the **Personal Property** exceeds the lesser of either:
   (a) its value; or
   (b) £500; or
   (c) such other sum agreed by us in writing.

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

(iii) the Insured or **Immediate Family** has been deprived of the free use and disposal of the **Personal Property** for a period of 12 consecutive months commencing during the **Period of Insurance** except in cases of theft when the period shall be a reasonable period depending upon the facts of each individual case.

**MAXIMUM SUM PAYABLE**

2. We shall not pay more than £500 in respect of any one item unless each item valued in excess of £500 is specifically declared and agreed by underwriters.

**REMAINS**

3. If we agree to pay the value of the **Personal Property** we shall be entitled:
   (i) to require you to sell the remains (if any) and account to us for the proceeds of sale; or
   (ii) in our absolute discretion to take over the remains.

**PARTIAL LOSS**

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

**EXCESS**

5. No **Excess** shall be applied to a claim under this Section.
SECTION 4 - THIRD PARTY LIABILITY

A. COVER FOR LIABILITY

PERSONS COVERED

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

COVER

2. Subject to the Conditions Precedent, Limitations and the other terms of the Policy we shall cover the Insured Persons in respect of legal liability to another person (including another person insured under this Section) arising out of the Insured Person’s interest in or use of the Vessel (including wreck removal and damage caused by oil pollution).

B. EXCLUSIONS TO COVER FOR LIABILITY OF THIRD PARTIES

PERSONS NOT COVERED

This Policy does not cover the liability of the following persons:
(i) any person employed under a contract in connection with the Vessel, other than captain or crew and employed by you;
(ii) an employee of or an operator of a marina, slipway, shipyard, yacht club, sales agency, similar organisation or crane or travel hoist;
(iii) any person while engaged in any sport which involves being towed by the Vessel unless Endorsement 3 has been agreed and noted on the Certificate;
(iv) any person while engaged in snorkelling, aqualung diving or other underwater sport including whilst disembarking or boarding other than liability to such person arising as a result of physical contact between such person and the Vessel.

C. EXCLUSIONS TO COVER FOR LIABILITY TO THIRD PARTIES

LIABILITY NOT COVERED TO THIRD PARTIES

1. This Policy does not cover liability to the following persons:
   (i) any person employed under a contract in connection with the Vessel;
   (ii) any person while engaged in any sport which involves being towed by the Vessel unless Endorsement 3 has been agreed and noted on the Certificate;
   (iii) any person while engaged in snorkelling, aqualung diving or other underwater sport including whilst disembarking or boarding other than liability to such person arising as a result of physical contact between such person and the Vessel.

WILFUL MISCONDUCT

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

TRAILERS

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

CONTRACTUAL LIABILITY

4. We shall not cover liability arising out of a contract.
D. AMOUNT PAYABLE IN RESPECT OF LIABILITY TO THIRD PARTIES

We shall pay the following:
(i) the amount which an **Insured Person** is held liable to pay a third party, up to the maximum sum noted on the Certificate in respect of any one event; and
(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.

**Excess**

No **Excess** shall be applied to a claim under this section.
SECTION 5 - GENERAL EXCLUSIONS

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

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.

(vii) We shall not insure you against any loss, damage, costs, expense or any legal liability whether directly or indirectly caused by, contributed to or arising whilst the vessel is participating in racing or speed tests or other connected trials except in respect of races run under the auspices of the British Water Ski and Wakeboard.
SECTION 6 - CONDITIONS PRECEDENT AND LIMITATIONS

A. GENERAL NATURE OF A CONDITION PRECEDENT

A condition of the Policy with which you must comply if we are to be liable in respect of any claim by you for loss, damage or liability.

ALTERATIONS OR DELETION OF CONDITIONS OR LIMITATIONS

If you give us prior notice in writing that you wish to alter or delete a Condition Precedent or a Limitation we may, in our discretion and upon payment of any additional premium required, agree in writing to such alteration or deletion.

B. 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.

agree in writing to such alteration or deletion.

C. CRUISING AREA LIMITATION

We will not insure you or the Vessel whilst your Vessel is outside the Cruising Area noted on the Certificate.

D. 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.

E. LAID UP LIMITATION

If the Certificate states that the Vessel is to be laid up for part or whole of the Period of Insurance we will not insure you or the Vessel if the Vessel is not safely laid up during that period, is out of commission and in the place and type of berth as stated by you or such other place or type or berth as may be agreed by us in writing. This Limitation does not apply to the Vessel’s equipment which will remain insured whilst in store elsewhere.

(i) securely locked to a road vehicle and the road vehicle will be occupied or securely locked; or
(ii) attended or secured by a wheelclamp or in a locked place of storage.

F. SEAWORTHINESS

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. SINGLE HANDED CONDITION PRECEDENT

You and any competent person may navigate the insured vessel single handed. You are not covered:
(i) if individual passages exceed 18 consecutive hours;
(ii) if the Vessel is unseaworthy due to lack of crew;
(iii) whilst racing.
I. COMPETENT PERSON CONDITION PRECEDENT

1. It is a Condition Precedent to our liability under the Policy that when the Vessel is underway you or another competent person will be on board and in charge of the Vessel at all times.

2. Except as provided in the immediately following sub-clause I.3 it is a Condition Precedent to our liability under the Policy that whilst preparing to tow and whilst towing any person(s) on Permitted Towed Items until the towed person(s) is safely back on board the Vessel, you or anyone you permit to use your Vessel will have on board at least two competent persons, one acting as helmsman and one acting as a lookout or observer.

3. If your Vessel is towing only one waterskier on a waterski(s) only and no other Permitted Towed Item is being towed you do not require an observer but in those circumstances it is a Condition Precedent that:
   (i) the towing is being undertaken at waterski schools and/or waterski clubs on enclosed water only;
   (ii) only your waterski boat is operating on the water towing a waterskier and no other person, boat or thing is otherwise operating in/on/over or under the water;
   (iii) the driver of your Vessel holds a qualification for such driving or coaching from British Water Ski & Wakeboard;
   (iv) help can be summoned at any time;
   (v) the skier is not towed for the purposes of a jump or jumping;
   (vi) any risk assessment carried out by such waterski school or club does not require a second person in the operating boat;
   (vii) the Vessel is being used for private pleasure purposes and not let out for hire or reward.

For this sub-clause 6.1.3, waterskiing includes waterskiing on one or two skis, wakeboarding, wakeskating, knee boarding, barefoot skiing.
A. EXTENSION OF COVER

1. If at or before expiry of the Policy you give us notice in writing that the Vessel is at sea, the Policy will be extended for 30 days or until the Vessel arrives at a safe mooring, anchorage or place, whichever occurs the sooner. We shall be entitled to charge an additional premium for any Period by which the Policy is so extended.

B. SALE OR CHANGE OF INTEREST IN THE VESSEL

1. Unless we agree in writing if during the Period of Insurance:
   (i) the ownership of the Vessel is sold or otherwise transferred; or
   (ii) in the case of a Vessel owned by a company limited by shares and the ownership of more than 50% of the shares is sold or otherwise transferred in any one transaction or series of transactions;
   this Policy will automatically be cancelled with effect from the date of the transfer and we shall return to you the premium paid in respect of the unexpired Period of Insurance less a cancellation fee of £25.

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

C. CANCELLATION

1. This Policy may be cancelled by us at any time where there is a valid reason for doing so by 14 days written notice (except in respect of direct debit default when the period shall be 10 days) setting out the reason for cancellation sent by pre-paid post to the address shown on the Certificate. If we cancel we will set out the reason for cancellation in our notice. Valid reasons may include but are not limited to:
   (i) where we have been unable to collect a premium payment or Excess. In this case we will contact you in writing requesting payment by a specific date. If we do not receive payment by this date we will write to you again notifying you that payment has not been received and giving you 10 days’ notice of a final date for payment. This letter will also notify you that if payment is not received by this date your Policy will be cancelled from the day when the instalment was due. If payment is not received by that date we will cancel your Policy with immediate effect and notify you in writing that such cancellation has taken place;
   (ii) where you are required in accordance with the terms of this Policy to co-operate with us or send us information or documentation and you fail to do so in a way that materially affects our ability to process a claim or our
ability to defend our interests. In this case, we may issue a cancellation notice and we will cancel your policy if you fail to co-operate with us or provide the required information or documentation by the end of the 14 day cancellation notice period;

(iii) where there is a material failure by you to comply with the Conditions Precedent and Limitations contained in the Policy and in particular at Section 7 and within any of the applicable Endorsements or you act with Wilful Misconduct in the use or ownership of your Vessel;

(iv) where we reasonably suspect fraud; or

(v) use of threatening or abusive behaviour or language or intimidation or bullying of our staff or suppliers.

If we do cancel your policy, we will return to you a proportion of the premium paid in respect of the unexpired period of insurance less a cancellation fee of £25 to take into account our costs in providing your policy. If we cancel your insurance at any time, we will automatically cancel any cover provided by the additional benefits provided with your Vessel cover.

If we cancel your policy because we have been unable to collect the premium by direct debit instalments, we will charge the cancellation fee of £25 to take account of our costs in providing your policy and for recovering any premium owed to us for the period of cover.

2. This Policy may be cancelled by you at any time where there is a valid reason for doing so by 14 days notice either by:

(a) letter sent by pre paid post to Groves, John and Westrup Limited; or

(b) by telephone to the number given above;

(c) by email setting out the reason for cancellation.

(i) If you cancel before the Period of Insurance we will return any premium you have paid in full.

(ii) If you cancel within 14 days of the Period of Insurance starting or receiving your Policy documents (whichever occurs later) we will return any premium paid less a charge for the number of days for which cover has been given and provided there has been no claim.

(iii) If you cancel after those 14 days have passed we will return any premium paid less:

(a) a charge for the number of days for which cover has been given; and

(b) a cancellation fee of £50.

(iv) We will not refund any premium if you have made a claim or if one has been made against you during the Period of Insurance.

(v) If you have made a claim or one has been made against you, the balance of the premium for the Period of Insurance will become payable.

(vi) You must return to us the Certificate of Insurance.

(vii) Your rights of cancellation apply both on taking out the insurance and on every renewal.

D. RENEWAL

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

(i) amend your Policy to record the correct information, apply any relevant policy terms and conditions and collect any additional premium due including any administration charges. If you pay by instalments, you will be informed if this additional premium cannot be added to your current instalment plan and must be paid in full;

(ii) reject a claim or reduce the amount of payment we make; or

(iii) cancel or void your Policy (treat it as if it never existed) including all other policies which you have with us and apply a cancellation charge. Where fraud is identified, we will also:

(i) not return any premium paid by you; and

(ii) recover from you any costs which we have incurred; and

(iii) pass details to fraud prevention and law enforcement agencies who may access this information.

E. NO CLAIMS BONUS

1. If you renew this Policy you will be entitled to a no claims bonus provided that:

(i) the net premium after deduction of any no claims bonus is not below the minimum premium charged by us; and

(ii) the Policy has been in force for 12 consecutive months and

(iii) you renew it for a further period of 12 consecutive months and;

(iv) no claims have been made under this Policy; and

(v) the insured value of your Vessel does not exceed £1,000,000.

2. The amount of the reduction is as follows:

(i) 5% for the first claim free year;

(ii) 10% for the second consecutive claim free year;

(iii) 15% for the third consecutive claim free year;

(iv) 20% for the fourth consecutive claim free year.

PROTECTED NO CLAIMS BONUS

4. Your no claims bonus is protected and there will be no loss of no claims bonus in subsequent Period of Insurance unless two claims occur during any Period of Insurance.
F. ADDITIONAL BENEFITS

MARINA BENEFIT

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

MEDICAL EXPENSES

2. Subject to the Conditions Precedent, Limitations and other terms of the Policy we shall cover you and/or your crew for medical expenses incurred by you and/or them arising out of personal injuries caused by any of the perils covered by Section 2A but not excluded by Section 2B of the policy. Any payment under this part of the Policy will not exceed £1,500 in respect of any one event or series of events arising out of the same occurrence and will not be subject to the excess.

G. ROAD TRANSIT

1. If the Vessel is carried on a trailer you must ensure that both the Trailer and the towing vehicle are fit for the purpose.

2. If the Vessel is carried on the roof rack of a road vehicle you must ensure that:
   i) the Vessel; and
   ii) the roof rack; and
   iii) the road vehicle are fit for the purpose; and
   iv) all lashings and other fastenings are secure.
   This Policy does not cover loss of or damage to the insured property or liability to a third party attributable to a breach of section 7G.

H. GAS

1. If gas is used on board the Vessel:
   i) the installation and tubing must be to the approved British Standard and other recommendations; and
   ii) all gas containers must be secured against movement; and
   iii) all gas lockers must be properly vented to the exterior of the Vessel.

2. This Policy does not cover loss of or damage to the insured property or liability to a third party attributable to a breach of section 7H.

I. ASSIGNMENT OF THE POLICY

We are not bound by any assignment of:
(i) the Policy;
(ii) any interest in the Policy; or
(iii) any money payable under the Policy; unless Endorsement 5 is agreed and noted on the Certificate.

J. JURISDICTION

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

K. OTHER INSURANCES

We shall not pay for any loss or damage or provide any indemnity if at the time when the loss or damage occurs the Vessel, trailer, the Personal Property or the liability of the Insured Person is or would but for this insurance, be covered by any other insurance. If, however, the insured value of the property covered by this Policy or the indemnity provided by this Policy is greater than the insured value or indemnity provided by such other insurance we shall, subject to the Conditions Precedent, Limitations and other terms of the Policy, pay the difference.
SECTION 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 24 Hour Emergency Claims Helpline Number + 44 (0)151 473 8099.

WRITTEN REPORT

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

THEFT ETC

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

COURT PROCEDURAL RULES

(iv) in the unlikely event of court action involving a third party:
(a) within 7 days sign and return to us or constructively comment upon any statement of truth that we or our representative may require you to sign;
(b) search for and provide to us all documents that we or our representative may require from you in relation to any claim under this Policy and within 7 days sign and return to us any statement of disclosure that we or our representative may request or comment constructively thereupon.

CLAIMS CONTROL

3. We shall have the absolute right in our discretion and at our expense:
(i) to commence or take over and conduct the defence of any claim against or prosecution of an Insured Person arising out of an occurrence which might give rise to a claim under the Policy;
(ii) to commence or take over and conduct any claim brought in the name of an Insured Person to recover sums which are or which might be payable under the Policy;
(iii) to commence or take over and conduct the representation of an Insured Person at any inquest, inquiry or similar proceeding which might give rise to a claim under the Policy.

4. The relevant Insured Person shall give us such assistance as we may reasonably request for the purpose of exercising our rights under Section 8.3.

5. The relevant Insured Person must pass onto us as soon as possible communications from third parties relating to any matter which might give rise to a claim under the Policy having acknowledged such communication giving our identity and your policy number.

6. The relevant Insured Person must not without our prior written consent:
(i) admit liability;
(ii) make any offer to settle or compromise or pay a claim by a third party which might give rise to a claim under the Policy.
FRAUDULENT CLAIMS

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

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

ENDORSEMENT 1

WAR, CIVIL DISTURBANCE AND TERRORISM

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

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

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

ENDORSEMENT 2

TRANSIT RISKS

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

ENDORSEMENT 3

A. LIABILITIES TO AND OF WATERSKIERS

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

B. PERMITTED TOWED ITEMS

(i) We agree that we will extend Endorsement 3 to cover liability of and to persons being towed on kneeboards, wakeboards, hydroslides, ringos, biscuits, tubes and on bananas. It is a Condition Precedent to our liability that no more than two persons are being towed or preparing to be towed on kneeboards or wakeboards, hydroslides, ringos, biscuits and tubes at any one time. It is a Condition Precedent to our liability that no more than six persons are being towed or preparing to be towed on bananas.
(ii) This Policy does not cover liabilities to and of persons engaged in any other sport which involves being towed by the Vessel unless otherwise agreed by us in writing.
ENDORSEMENT 4

PERMISSION TO CHARTER/HIRE

1. Subject to the Conditions Precedent, Limitations and other terms of the Policy we shall cover the Vessel whilst on charter. The person chartering the Vessel will be insured by us for exactly the same risks and on exactly the same terms as we insure you save that the Excess applying to any claim arising whilst the Vessel is on charter will be the sum appearing on the Certificate.

2. This Policy does not cover loss or damage arising directly or indirectly from a failure by the person chartering the Vessel to comply with any express or implied terms of the hire agreement including any failure by the hirers to return the Vessel unless caused by sinking, collision, fire, explosion, stranding, grounding or heavy weather.

3. We will not insure you or your Vessel unless you or your appointed skipper is on board the Vessel and in charge at all times whilst underway who shall be appropriately experienced (which term means at least one year’s experience of vessels of the same type or size) and/or appropriately qualified.

ENDORSEMENT 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

EXTENDED CRUISING RANGE

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

NO EXCESS APPLICABLE TO THIRD PARTY LIABILITY CLAIMS

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

LOSS OF BERTH USE

3. Subject to the Conditions Precedent, Limitations and other terms of the Policy we cover you for berthing fees incurred by you for the period during which the Vessel does not occupy the berth because of physical loss or damage for which we pay you under the Policy. Payment under this extension is subject to you providing to us proof of payment of the berthing fees.

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

REPATRIATION

4. (i) Subject to the Conditions Precedent, Limitations and other terms of the Policy we cover you and those on board and cruising on the Vessel for the reasonable costs of return (together with luggage and Personal Property) to the Port or Place where the Vessel is usually kept whilst in commission where either:
(a) your Vessel is damaged for which we pay you under the Policy and will not be repaired within 7 days; or
(b) you or a crew member suffers illness or injury and is not expected to recover within 7 days.
(ii) We will only pay you under this extension if you provide a certificate of a medical practitioner to the effect that you or the injured crew member was incapacitated and was not expected to recover within 7 days.
(iii) We will not pay under this extension:
(a) more than £500 in respect of any one accident or series of accidents arising out of the same event; and
(b) more than £1,000 in any one Policy Period; or
(c) if you are insured or are able to claim under any other policy; or
(d) if the Vessel’s next port of call or refuge after the damage or injury first occurring is outside the EU. (Except Channel Islands).

MEDICAL EXPENSES COVER

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

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