



SMALL CRAFT POLICY



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

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

Any correspondence with us should be directed to Groves, John & Westrup Limited 8th Floor, Walker House, Exchange Flags, Liverpool L2 3YL. Telephone number 0151 473 8000, Facsimile 0151 473 8060, email insure@gjwdirect.com.

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

INDEX

A	COMPLAINTS.....	1
B	LAW APPLICABLE TO THE CONTRACT.....	1
C	DATA PROTECTION ACT 1998.....	2
D	YOUR RIGHTS	2
E	COVER FOR THE SMALL CRAFT.....	2
F	EXCLUSIONS TO COVER FOR THE SMALL CRAFT.....	2
G	GENERAL EXCLUSIONS.....	3
H	AMOUNT PAYABLE IN THE EVENT OF LOSS OR DAMAGE.....	3
I	ADDITIONAL SUMS PAYABLE.....	3
J	COVER FOR LIABILITY TO THIRD PARTIES.....	3
K	EXCLUSIONS TO COVER FOR LIABILITY OF OR TO THIRD PARTIES.....	4
L	AMOUNT PAYABLE IN RESPECT OF LIABILITY TO THIRD PARTIES.....	4
M	SALE OR CHANGE OF INTEREST IN THE SMALL CRAFT.....	4
N	CLAIMS.....	4



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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 email 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.financialombudsman.org.uk

This is in addition to any other action you may subsequently wish to take including legal action. An application to the Financial Ombudsman Service must be made within six months of being notified of final decision about your complaint.

If you were sold this product online or by other electronic means within the European Union (EU) you may refer your complaint to the EU Online Dispute Resolution (ODR) Platform. Upon receipt of your complaint, the ODR will escalate the complaint to your local dispute resolution service, this process is free and conducted entirely online.

You can access the ODR platform on <http://ec.europa.eu/odr>

LAW APPLICABLE TO THE CONTRACT

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

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

DATA PROTECTION ACT 1998

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

YOUR RIGHTS

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

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 1231113 or 01625 545745 e-mail casework@ico.gov.uk.

Under this legislation we are only able to discuss your insurance with you unless we and you have specifically agreed to the contrary.

You should show this notice to anyone who has an insured interest under this Policy.

COVER FOR THE SMALL CRAFT

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

EXCLUSIONS TO COVER FOR THE SMALL CRAFT

This Policy does not cover physical loss of or damage to the Small Craft caused by:

a) wear, tear, depreciation and deterioration, corrosion or osmosis ,weathering or rot, or any part condemned as a result of design or manufacturing defect;

b) theft

- unless kept in a locked building or in a locked compound or locked to a permanent fixture
- from a roof rack unless locked with an anti-theft device
- from a roof rack if left overnight
- of unsecured gear, fittings or equipment unless stolen with the Small Craft or from a locked place of storage;

c) scratching, bruising or denting whilst in transit;

d) war, civil disturbance and terrorism, action by customs or executive action of a government, civil, criminal or administrative proceedings;

e) mechanical breakdown.

We do not cover loss, damage, liability or expense occurring whilst the Small Craft is racing outside the United Kingdom.

GENERAL EXCLUSIONS

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

- a) occurring whilst the Small Craft is outside the Cruising Area noted on the Certificate;
- b) occurring whilst the Small Craft is left unattended on a mooring at any time;
- c) arising whilst the Small Craft is let out on hire or charter or used for any purpose other than private, pleasure purposes;
- d) arising out of the unseaworthiness of the Small Craft;
- e) caused intentionally or recklessly;
- f) if the Small Craft is powered by an engine greater than 20 horsepower or if the maximum designed speed of the Small Craft is greater than 20 mph/17 knots;
- g) caused by:
 - (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuels;
 - (ii) the radioactive, toxic, explosive, or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 - (iv) the radioactive, toxic, explosive or any other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
 - (v) any chemical, biological, biochemical or electromagnetic weapons;
 - (vi) the failure, error or malfunction of any computer, computer system, computer software programme, code, or process or any other electronic system;
 - (vii) the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

AMOUNT PAYABLE IN THE EVENT OF LOSS OR DAMAGE

We shall pay the value of the hull, trailer and trolley, noted on the Certificate and in all other cases the market value if:

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

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

ADDITIONAL SUMS PAYABLE

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

COVER FOR LIABILITY TO THIRD PARTIES

The Insured Persons referred to in this Section are you and any person using the Small Craft with your permission.

Subject to the terms of the Policy we shall cover the Insured Persons in respect of legal liability to another person (including another person insured under this Section) arising out of the Insured Person's interest in or use of the Small Craft.

EXCLUSIONS TO COVER FOR LIABILITY OF OR TO THIRD PARTIES

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

We shall not cover liability to third parties:

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

We shall not cover liability arising out of a contract.

AMOUNT PAYABLE IN RESPECT OF LIABILITY TO THIRD PARTIES

We shall pay the following:

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

SALE OR CHANGE OF INTEREST IN THE SMALL CRAFT

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

CLAIMS

The relevant Insured Person must:

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



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



Registered and Head Office
8th Floor, Walker House, Exchange Flags, Liverpool L2 3YL

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