



Personal Watercraft/Jet Ski Insurance Policy

Contents

	Page
Section 1	
A How to make a claim	4
B Complaints	5
C Data Protection	6
D Law and Jurisdiction	6
E Payment of premiums by instalments	6
F Cancellation	6
G No Claims Bonus	7
Section 2	
Definitions	8
Section 3	
What is covered	9
Section 4	
Exclusions which apply to the whole of the Policy	11
Section 5	
Conditions and exclusions which may be amended by Endorsement	12
Section 6	
Conditions which apply to the whole of the Policy	13

Welcome to GJW DIRECT

Thank you for choosing GJW Direct for **Your** insurance.

The **Policy** is a legally binding contract between **You** the **Insured** and Munich Re Syndicate Limited at Lloyd's, whose address is 1 Fen Court, London, EC3M5BN, which is arranged through Munich Re Specialty Insurance (UK) Limited trading as GJW Direct.

You can contact **Us** at:

GJW Direct,
19 & 20 The Boatyard,
Swanwick Marina,
Swanwick,
Southampton,
Hampshire
SO31 1ZL

Telephone: +44 (0)151 473 8000

Email: insure@gjwdirect.com

Munich Re Specialty Insurance (UK) Limited is authorised and regulated by the Financial Conduct Authority, Firm reference number 310539.

This **Policy** provides cover based upon the information **You** have provided to **Us**. **You** must tell **Us** immediately if any of the information **We** hold is incorrect or changes. If **We** have the wrong information this may result in an increased premium or **Your** insurance may not be valid and claims may not be paid.

.

Section 1 - Information

A. HOW TO MAKE A CLAIM

You must notify **Us** of any circumstance that may give rise to a claim as soon as reasonably practicable.

You should notify **Us** by logging into **Your** account from **Our** website www.gjwdirect.com and selecting 'make a claim'.

During office hours **You** can call 0151 473 8000 or email: claims@gjwdirect.com.

Outside office hours **We** operate an emergency claims helpline 0151 473 8099.

Where possible **You** should provide **Us** with 2 estimates for repairs/replacements as necessary and photographs evidencing damage.

At **Our** discretion **We** will appoint a surveyor or an investigator to assist **Us** in dealing with **Your** claim.

You should provide assistance to any persons appointed to investigate **Your** claim.

Once **We** agree that **We** will cover **Your** claim **We** will write to **You** to confirm **Our** assessment of liability and costs.

Please remember that the contract for repair is between **You** and the repairer and therefore all correspondence from the repairer should be addressed to **You** and instructions for repair(s) or replacement(s) must come from **You**.

Once repairs are completed **You** should provide **Us** with the final invoice(s) together with **Your** confirmation that **You** are satisfied with repairs.

We are able to settle **Your** claim either to **You** or to **Your** repairer upon **Your** instruction and provision of nominated bank account details.

CLAIMS CONTROL

We have the right to commence, take over and conduct:

- the defence of any claim against **You**
- the recovery of any sums payable under the **Policy**
- representation of **You** at any inquest, inquiry or similar proceeding

You must:

- assist **Us** in **Our** investigation of **Your** claim
- pass all communications from third parties directly to **Us** and without delay
- not admit liability
- not make an offer to settle or pay a claim to a third party for which **You** intend to make a claim

FRAUDULENT CLAIMS

You must not act in a fraudulent manner. This includes:

- making a claim under the **Policy** knowing the claim to be false or fraudulently exaggerated in any respect
- making a statement in support of a claim knowing the statement to be false in any respect
- submitting a document in support of a claim knowing the document to be forged or false in any respect
- making a claim for loss or damage caused by **Your** deliberate act or with **Your** agreement

We will, at **Our** discretion, reject the claim or reduce the amount of payment **We** make or cancel **Your Policy** from the date of the fraudulent act and not return any premium paid.

We are entitled to recover from **You** the amount of any costs **We** have incurred relating to the fraudulent claim.

We will pass details to fraud prevention and law enforcement agencies who may access and use this information. Other insurers may also access this information.

AMOUNT WE PAY YOU WHEN YOU HAVE A CLAIM

We pay the market value of the personal watercraft or trailer/trolley immediately prior to the loss or damage, but not exceeding the sum insured as noted on the **Certificate** for each item.

We pay for third party liability up to the value as noted on the **Certificate**.

EXCESS

This is the amount **We** deduct from any payment **We** make to **You** for loss or damage and is noted on the **Certificate**.

B. COMPLAINTS

We are very proud of the service **We** provide to **Our** customers, but **We** know that sometimes things can go wrong. If **You** have had a bad experience, please let **Us** know. **We** are committed to treating **Our** customers fairly and will do all **We** can to put things right.

We can often resolve concerns right away, so please as a first step get in touch with the team dealing with **Your** claim or the sale and servicing of **Your Policy**.

If **You** prefer, **You** can make a complaint by email: complaints@gjwdirect.com. Or **You** could always write to **Us** at GJW Direct, 19 & 20 The Boatyard, Swanwick Marina, Swanwick, Southampton, Hampshire SO31 1ZL

You will need to tell **Us**:

- **Your** name
- **Your Policy**/claim details
- what's gone wrong
- what **You** want **Us** to do to put things right

We aim to resolve **Your** complaint within 3 working days but if **We** are unable to do so, **We** will:

- acknowledge **Your** complaint promptly
- assign a dedicated complaint expert who will review **Your** complaint
- carry out a thorough and impartial investigation and keep **You** updated of the progress
- provide a written response within 2 weeks of receiving **Your** complaint, this will inform **You** of the results of **Our** investigation

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

Telephone: 020 7327 5693

Email: complaints@lloyds.com

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:

- reply to **You** within four weeks; and
- 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).

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 the final decision about **Your** complaint.

C. DATA PROTECTION

GJW Direct and Munich Re Syndicate are part of the MRSG Group which takes **Your** data privacy very seriously. For details of how the personal information GJW Direct collects from **You** is used and **Your** rights please view GJW Direct's privacy **Policy** at www.gjwdirect.com/privacy.

If **You** do not have access to the internet, please contact **Us** and **We** will send **You** a printed copy.

D. LAW AND JURISDICTION

Your Policy is governed and construed in accordance with English law and jurisdiction in the settlement of any dispute under the terms of **Your Policy** unless **We** specifically agree to the contrary.

E. 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. If **You** cancel **Your** direct debit **Your Policy** may be cancelled from the date the direct debit was cancelled. 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**.

F. CANCELLATION

We will cancel the **Policy** from the date **You** notify **Us** and a refund will be given subject to the calculations below

No payment for an amount under £10 will be given and there will be no refund if a claim has been paid during the **Period of insurance**.

If You cancel the Policy before the start date	We return Your premium in full including fees
If You cancel the Policy within 14 days of the start date	We return Your premium in full but retain the administration fee
If You cancel the Policy after 14 days from the start date	We return a pro rata premium, We retain the administration fee and charge a cancellation fee of £25

We may at **Our** discretion cancel **Your Policy** if there is a valid reason and **We** will give **You** 30 days written notice and will advise **You** of the reason for the cancellation. **We** will return a pro rata premium, **We** retain the administration fee and charge a cancellation fee of £25.

G. NO CLAIMS BONUS

If **You** are entitled to a no claims bonus the calculation is as follows:

First claims free year	5%
Second claims free year	10%
Third claims free year	15%
Fourth claims free year	20%
Fifth claims free year	25%

Section 2 – Definitions

Certificate – The document **We** issue which confirms the existence of the **Policy** and summarizes the cover.

Competent person – A person with the necessary ability, knowledge and skill.

Constructive total loss – The cost to repair the personal watercraft equals or exceeds the **Insured value**.

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.

Insured value – This is the sum 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 **Policy** period noted on the **Certificate**.

Policy – The **Policy** document is the contract of insurance containing all the terms, conditions, exclusions and limitations which apply.

Total loss – The personal watercraft is lost or destroyed.

We Us and Our – Munich Re Specialty Insurance (UK) Limited.

Wilful misconduct – Includes but is not limited to:

- **Your** own deliberate act
- when **You** are under the influence of alcohol or prohibited drugs so as to impair safe navigation or management of the personal watercraft

You Your and Yours – The individual, company or other organisation named as the insured person.

Section 3 - What is covered

We will pay the reasonable cost of repair or replacement for loss or damage whilst the personal watercraft is ashore or in use including launching and retrieving.

WHAT WE COVER	WE LIST HERE ANY EXCLUSIONS OR LIMITATIONS RELATING TO 'WHAT WE COVER'
Impacts including stranding or grounding	Beaching A 'kill cord' must be used at all times when underway
Fire explosion	Your own deliberate act
Damage which results from a Latent defect	The cost or expense of repairing or replacing the defective part
Negligence	Deliberate acts
Theft	Fraud You must advise Us of the serial number You must provide proof of purchase If not in a locked place of storage the trailer has to be locked to the road vehicle and the road vehicle is either occupied or securely locked or secured by a wheelclamp or ball hitch lock Cannot be unattended afloat at any location unless on a floating pontoon within a marina
Malicious acts of third parties including vandalism	Your own deliberate act
Machinery	Mechanical and electrical breakdown Any substance being drawn into the propelling Machinery

Third party liability

Your legal liability and/or costs associated with the defence against a claim brought against You in connection with Your use of, or interest in, the personal watercraft or as the result of an accident onboard the personal watercraft

Any person employed under a contract in connection with the personal watercraft including an employee of or an operator of a marina, slipway, shipyard, yacht club, sales agency, similar organisation or crane or travel hoist.

Loss or damage to property belonging to or in the custody care or control of an insured person other than the personal watercraft itself.

Any person while engaged in any sport which involves being towed by the personal watercraft unless **Endorsement 1A** or **1B** has been agreed and noted on the **Certificate**

Liability caused or contributed to by the trailer/trolley becoming detached from the towing vehicle

An accident occurring on a highway, public or private place, whilst the personal watercraft is being towed on a trailer

Liability arising out of a contract

Fines or punitive damages

Transit by road

Scratching bruising or denting during transit

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

Section 4 - Exclusions which apply to the whole of this policy

We do not cover loss, damage, liability or expense directly or indirectly caused by, contributed to or arising from:

- Recklessness or wilful misconduct on the part of the insured person
- Wear and tear, lack of maintenance, corrosion of any kind
- Racing, speed trials or tests, stunt riding, tricks or white water navigation
- Insects or marine growth
- Rot, mildew, dampness or weathering or any other gradually operating cause
- Osmosis
- Civil, criminal or administration 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**
- A fault in design or construction
- Defective workmanship
- Ionising radiations, from or contamination by, radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- The radioactive, toxic, explosive, or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- The radioactive, toxic, explosive or any other hazardous or contaminating properties of any radioactive matter. The exclusion in this subclause 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
- Any chemical, biological, biochemical or electromagnetic weapons
- The failure, error or malfunction of any computer, computer system, computer software programme, code or process or any other electronic system
- 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

Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Section 5 - Conditions and exclusions

- that apply which may be amended by payment of an additional premium and the applicable **Endorsement** is noted on **Your Certificate**.

CONDITIONS AND EXCLUSIONS	ENDORSEMENTS
<p>We do not cover liability to waterskiers being towed behind the personal watercraft. This includes kneeboards and wakeboards</p>	<p>ENDORSEMENT 1A</p> <p>We cover liability to and of waterskiers (which includes kneeboards and wakeboards) provided that no more than two persons are being towed or preparing to be towed by the personal watercraft at any one time</p>
<p>We do not cover liability to any person being towed behind the personal watercraft on a water toy or inflatable</p>	<p>ENDORSEMENT 1B</p> <p>We cover liability to and of persons being towed on water toys or inflatables. You must not tow more than two water toys or inflatables at any one time</p>

Section 6 - Conditions which apply to the whole of the Policy

If **You** do not comply with these conditions **You** and **Your** personal watercraft will not be covered.

<p>Users of the personal watercraft</p>	<p>Only experienced riders and helmsmen will be allowed to drive and/or helm the personal watercraft.</p> <p>Riders and helmsmen will be 16 years of age or over or if aged 14 or 15 have to be accompanied by an adult over 25 years of age who has at least one year's experience of riding and/or helming such a craft and/or has the RYA PWC certificate of competence (Accompanied means on board the personal watercraft)</p> <p>You must not carry passengers in excess of the manufacturers design and specification</p>
<p>Private and pleasure use</p>	<p>The personal watercraft will be used for private pleasure purposes only and will not be let out for hire or reward or otherwise used for commercial purposes.</p> <p>It will not be used for racing, speed trials or tests, stunt riding, tricks or white water navigation.</p>
<p>Regulation</p>	<p>You and all riders and helmsmen using Your personal watercraft will comply with all local bye-laws and regulations and all navigational requirements and will not enter any excluded area</p>
<p>Cruising area</p>	<p>You remain within the Cruising area as noted on the Certificate</p>
<p>Laid up period</p>	<p>If You have agreed that Your personal watercraft is laid up out of use from 1st November to 28th February inclusive then We do not insure the personal watercraft or Your liability arising from Your use of the personal watercraft on the water or in transit to/from the water during this period.</p>
<p>Seaworthiness</p>	<p>You exercise reasonable care to make and keep the personal watercraft in a seaworthy condition and to keep the personal watercraft in a safe place, when not underway. It is up to You to ensure that all measures are taken to maintain Your personal watercraft and Machinery</p>
<p>Structural alteration</p>	<p>You do not make any significant structural alteration or addition to the personal watercraft without notifying Us</p>

Copyright © 2022 GJW Direct

Address: Union, 2-10 Albert Square, Manchester, M2 6LW

Telephone: 0151 473 8000 Email: insure@gjwdirect.com Website: www.gjwdirect.com

All rights reserved. No part of this policy may be reproduced, stored in a retrieval system or transmitted in any form or by any means electronic, mechanical, photocopying, recording or otherwise, without prior permission of the copyright owners.

GJW Direct PWC Policy Document 03.24