



# **Small Craft Insurance Policy**

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# 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 St. Helens, 1 Undershaft, London EC3A 8EE, 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](mailto: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

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## 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](http://www.gjwdirect.com) and selecting 'make a claim' on **Your Policy** dashboard.

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

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

**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 up to the value of the small craft as agreed and noted on the **Certificate**.

**We** pay up to the value of the outboard motor, trailer and trolley if **You** have advised **Us**. **You** have these items and there is a value noted on the **Certificate**.

**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**. **We** do not apply the **Excess** to claims classed as **Total loss** or **Constructive total loss** including loss of outboard motor, trailer or trolley.

## **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](mailto: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](mailto: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](http://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](http://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](http://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**.

<b>If You cancel the Policy before the start date</b>	<b>We</b> return <b>Your</b> premium in full including fees
<b>If You cancel the Policy within the cooling off period i.e. 14 days of the start date</b>	<b>We</b> return <b>Your</b> premium in full but retain the administration fee
<b>If You cancel the Policy after 14 days from the start date</b>	<b>We</b> return a pro rata premium, <b>We</b> retain the administration fee and charge a cancellation fee of £10

**We** may at **Our** discretion cancel **Your Policy** 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 £10.

## Section 2 – Definitions

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**Anti-theft device** – An appropriate device sold and marketed as a secure method of preventing theft.

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

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

**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.

**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 small craft 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 small craft.

**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 small craft is in use or ashore.

WHAT WE COVER	WE LIST HERE ANY EXCLUSIONS OR LIMITATIONS RELATING TO 'WHAT WE COVER'
<b>Impacts including stranding or grounding</b>	
<b>Fire explosion</b>	<b>Your</b> own deliberate act
<b>Heavy weather including lightning strikes</b>	
<b>Damage which results from a Latent defect</b>	The cost or expense of repairing or replacing the defective part
<b>Negligence</b>	<b>Your</b> own deliberate act
<b>Theft</b>	<p>Fraud</p> <p>Small craft must be kept</p> <ul style="list-style-type: none"> <li>● in a locked building or</li> <li>● in a locked compound or</li> <li>● locked to a permanent structure or</li> <li>● out of sight in a locked vehicle</li> </ul> <p>Theft of unsecured gear, fittings or equipment unless stolen with the small craft or from a locked place of storage</p> <p>If on a roof rack has to be locked with an <b>Anti-theft device</b> and cannot be left overnight</p> <p>Theft of the outboard motor unless from a locked place of storage or when protected by an <b>Anti-theft device</b></p> <p>A trailer if not in a locked place of storage, securely locked to the road vehicle and the road vehicle is occupied or securely locked or secured by a wheelclamp</p>
<b>Malicious acts of third parties including vandalism</b>	<b>Your</b> own deliberate act

<p><b>Racing</b></p>	<p>In the United Kingdom only British Canoe Union water grades I to III only Non recreational</p>
<p><b>Third party liability</b></p> <p><b>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 small craft or as the result of an accident onboard the small craft</b></p>	<p>The actions of:</p> <ul style="list-style-type: none"> <li>● any person employed under a contract in connection with the small craft, other than captain or crew employed by <b>You</b></li> <li>● an employee of or an operator of a marina, slipway, shipyard, yacht club, sales agency, similar organisation or crane or travel hoist</li> </ul> <p>An accident occurring on a highway, public or private place, whilst the small craft is being towed on a trailer</p> <p>Liability arising out of a contract</p> <p>Fines or punitive damages</p>

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

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

- If left unattended on a mooring at any time
- Wear and tear, lack of maintenance, mechanical breakdown and galvanic corrosion
- 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**
- **Wilful misconduct**
- A fault in design or construction
- Defective workmanship
- War, civil disturbance and terrorism, action by customs or executive action of a government, civil criminal or administrative proceedings
- 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 which apply to the whole of the Policy

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If **You** do not comply with these conditions **You** and **Your** small craft will not be covered.

<b>Use of the small craft</b>	<b>You</b> must not use the small craft for any purpose other than private and pleasure and racing
<b>Small craft powered by a motor</b>	The motor must be no more than 20HP or equivalent
<b>Cruising area</b>	<b>You</b> remain within the cruising area noted on the <b>Certificate</b>
<b>Seaworthiness</b>	<b>You</b> exercise reasonable care to make and keep the small craft in a seaworthy condition and to keep the small craft in a safe place, when not underway. It is up to <b>You</b> to ensure that all measures are taken to maintain <b>Your</b> small craft
<b>Structural alteration</b>	<b>You</b> do not make any significant structural alteration or addition to the small craft without notifying <b>Us</b>

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