



# **Narrowboat and Barge Insurance Policy**

# Contents

|  | <b>Page</b> |
|--|-------------|
| <b>Section 1</b>   |             |
| A How to make a claim  | 4           |
| B Complaints   | 5           |
| C Data Protection  | 6           |
| D Law and Jurisdiction   | 7           |
| E Payment of premiums by instalments                                 | 7           |
| F Cancellation   | 7           |
| G No Claims Bonus  | 8           |
| <b>Section 2</b>   |             |
| Definitions  | 9           |
| <b>Section 3</b>   |             |
| <b>Vessel</b> - What is covered                                      | 10          |
| <b>Section 4</b>   |             |
| <b>Contents</b> - What is covered                                    | 12          |
| <b>Section 5</b>   |             |
| Exclusions which specifically apply to <b>Contents</b>               | 15          |
| <b>Section 6</b>   |             |
| Exclusions which apply to the whole of this <b>Policy</b>            | 16          |
| <b>Section 7</b>   |             |
| Conditions and exclusions which may be amended by <b>Endorsement</b> | 17          |
| <b>Section 8</b>   |             |
| Conditions which apply to the whole of the <b>Policy</b>             | 19          |

# 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

---

## 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'.

During office hours **You** can call 0151 473 8000 or email: [claims@gjwdirect.com](mailto: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 up to the value of the **Vessel** as agreed and noted on the **Certificate**.

**We** pay up to the value of the **Dinghy**, outboard motor, liferaft, trailer, trolley and/or **Contents** 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**.

**We** reserve the right to deduct:

- the following amounts from the cost of replacement sails, protective covers, canopies and outboard motors in the case of **Vessels** which are more than 3 years of age;
  - i. 3-4 years 10%
  - ii. 5-6 years 20%
  - iii. 6+ years 30%
- 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
- the **Excess** noted on the **Certificate**

## **EXCESS**

**We** do not apply the Excess to:

- claims where a third party is found to be liable
- claims that occur in a marina
- claims classed as a **Total loss** or **Constructive total loss** including loss of **Dinghy**, outboard motor, liferaft, 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 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 £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:

|                                |            |
|--------------------------------|------------|
| <b>First claims free year</b>  | <b>5%</b>  |
| <b>Second claims free year</b> | <b>10%</b> |
| <b>Third claims free year</b>  | <b>15%</b> |
| <b>Fourth claims free year</b> | <b>20%</b> |
| <b>Fifth claims free year</b>  | <b>25%</b> |

**PROTECTED NO CLAIMS BONUS**

Once **You** earn no claims bonus it is protected. This means that **You** will not lose **Your** no claims bonus if **You** have one claim in any one **Policy** period. Two or more claims will result in a loss of no claims bonus.

**MARINA BENEFIT**

If **We** pay **You** a claim for loss or damage to the **Vessel** whilst moored or ashore in a marina **You** will not lose **Your** no claims bonus.



## Section 2 – Definitions

---

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

**Betterment** – This is the amount **We** are entitled to deduct from any settlement **We** make in respect of repairs or replacement to take account of advantage gained by **You** from repair or replacement when compared to the pre-incident condition.

**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 **Vessel** equals or exceeds the **Insured value**.

**Contents** – Household goods and all other personal effects and items that are used by **You** specifically on the **Vessel** and which are your property or that of **Your Immediate family**.

**Cruising area** – This is the area noted on the **Certificate**.

**Dinghy** – A tender which forms part of the **Vessel's** equipment and is used for the operation of the **Vessel** and is specified on the **Certificate**. Any reference to “**Vessel**” in this **Policy** includes the **Dinghy** unless the context requires otherwise.

**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**.

**Inland waters** – Inland waters of the United Kingdom where there are no tides but including broads and fens whether tidal or not. **You** may travel along enclosed inland tidal stretches for the purposes of entering or leaving the non-tidal system.

**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 **Vessel** is lost or destroyed.

**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:

- **Dinghy**, outboard motor, liferaft, trailer or **Contents** unless specifically noted on the **Certificate**
- consumables such as food, lubricants, fuel, paint etc
- moorings not carried on board

**War, civil disturbance and terrorism** includes:

- international war
- any act of hostility by a nation or state against another
- civil war, revolution, rebellion or insurrection
- the detonation of any derelict mine, torpedo, bomb or other derelict weapon of war
- labour disturbances
- acts of terrorists
- acts of persons in furtherance of a political motive

**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 **Vessel**

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

## Section 3 - Vessel - What is covered

**We** will pay the reasonable cost of repair or replacement for loss or damage whilst the **Vessel** is ashore or afloat including lifting, hauling out and launching.

| 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>  | Deliberate acts   |
| <b>Theft</b>   | <p>Fraud</p> <p>Any part of the <b>Vessel</b>, which is not securely fastened to the <b>Vessel</b>, or inside a locked compartment on board the <b>Vessel</b> or in storage ashore</p> <p>A <b>Dinghy</b> used as a tender if not marked with the name of the parent <b>Vessel</b></p> <p>An outboard motor that is not fitted with an <b>Anti-theft device</b> in addition to the normal method of attachment</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  |
| <b>Galvanic corrosion or electrolysis</b>                  | If <b>You</b> are unable to demonstrate that anodes of sufficient size and appropriate type have been installed and inspected annually  |

|   |   |
|---|---|
| <p><b>Machinery damage as a result of stranding, sinking, fire, impact, theft or malicious acts</b></p>   | <p>Mechanical or electrical breakdown or malfunction</p> <p>Escape of water which is normally present within the <b>Machinery</b></p> <p>Lack of maintenance</p> <p>Negligence, <b>Latent defect</b> or heavy weather where <b>Your Vessel</b> is over 3 years of age.</p>  |
| <p><b>Expense of inspecting Vessel after grounding</b></p>  |   |
| <p><b>Expenses incurred to minimise or avoid loss from an event or the possibility of an event for which there is or would be cover under the Policy</b></p>  |   |
| <p><b>Salvage and wreck removal</b></p>   | <p>If there is no valid claim for physical loss or damage to the <b>Vessel</b></p>  |
| <p><b>Oil pollution</b></p>   | <p>If there is no valid claim for physical loss or damage to the <b>Vessel</b></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 Vessel or as the result of an accident onboard the Vessel</b></p> | <p>The actions of:</p> <ul style="list-style-type: none"> <li>● any person employed under a contract in connection with the <b>Vessel</b>, 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> <li>● any person while engaged in snorkelling, aqualung diving or other underwater sport including whilst disembarking or boarding</li> </ul> <p>An accident occurring on a highway, public or private place, whilst the <b>Vessel</b> is being towed on a trailer</p> <p>Liability arising out of a contract</p> <p>Fines or punitive damages</p> |
| <p><b>Medical expenses incurred as the result of an accident on board the Vessel</b></p>  | <p>Accidents away from the <b>Vessel</b></p> <p>Any payment in excess of £1,500 per accident</p>  |

## Section 4 - Contents what is covered

We will pay the reasonable cost of repair or replacement for loss or damage to **Contents** in the **Vessel**. Any item in **Excess** of £1000 has to be specifically declared.

| WHAT WE COVER   | WE LIST HERE ANY EXCLUSIONS OR LIMITATIONS RELATING TO 'WHAT WE COVER'  |
|---|---|
| <b>Theft</b>  | <p>Following forcible entry into the <b>Vessel</b></p> <p>Breakage of articles of a brittle nature other than jewellery unless caused by the action of thieves, robbers or burglars</p> <p>Items in unattended vehicles must be in a locked boot and all locks and alarms are activated at the time of the theft</p>                        |
| RESTRICTED COVER IN RESPECT OF CERTAIN ITEMS          |   |
| <b>Watches and clocks</b>                             | Over winding, denting, breakage of glass or internal damage   |
| <b>Sports equipment</b>                               | <p>Whilst being used</p> <p>Scratching, denting or damage to tyres</p> <p>Loss of accessories unless the sports equipment is lost at the same time</p>  |
| <b>Cash, currency, bank notes, deeds or documents</b> | Up to a maximum of £250   |
| <b>Laptops and Macbooks</b>                           | <p>Proof of purchase is required</p> <p>Items over 5 years of age are not covered</p> <p>We can deduct the following amounts from the cost of replacement when the item is:</p> <ul style="list-style-type: none"> <li>● 1 year old 20%</li> <li>● 2 years old 40%</li> <li>● 3 years old 60%</li> <li>● 4 or more years old 80%</li> </ul> |

|   |  |
|---|--|
| <p><b>Frozen food</b></p>   | <p>Deep freeze must be less than 10 years of age and loss or damage caused by:</p> <ul style="list-style-type: none"> <li>● breakdown of the deep freeze; or</li> <li>● failure of the supply of electricity or gas to the consumer unit feeding the <b>Vessel</b></li> </ul> <p>Up to a maximum of £250</p>   |
| <p><b>Replacement locks and keys to the Vessel its safe or alarms</b></p> | <p>Up to a maximum of £500</p>   |
| <p><b>Jewellery</b></p>   | <p>Valuation from a reputable jeweller is required</p> <p>The item must be in a locked safe or being worn</p>  |
| <p><b>Central heating systems and plumbing</b></p>                        | <p>If the <b>Vessel</b> is unoccupied between 1st November and 31st March the central heating shall be turned on and set to maintain a temperature within the Vessel of not less than 10° Centigrade (50° Fahrenheit)</p> <p>If the <b>Vessel</b> is not centrally heated, the water must be turned off from the mains and/or storage tanks</p> <p>If you fail to comply with this provision then we shall not be liable for any loss or damage caused by escape of water or oil from the fixed tanks, apparatus or pipes or for frost damage to internal water, oil tanks, apparatus or pipes</p> |
| <p><b>Pairs and sets</b></p>  | <p>Any part or item of a pair or set that has not suffered physical loss or damage</p> <p><b>We</b> are not liable for any loss of value to the pair or set which occurs through physical loss of or damage to any part or item</p>  |
| <p><b>Carpet</b></p>  | <p><b>We</b> will pay for replacement of any undamaged carpet in an area where damage has occurred but we will not pay to replace undamaged carpet in any other areas on the basis of aesthetics</p>   |
| <p><b>Pedal cycles</b></p>  | <p>Whilst inside the <b>Vessel</b> or locked to a permanent fixture onboard</p> <p>Up to a maximum of £600</p>   |

|   |   |
|---|---|
| <p><b>Alternative accommodation</b></p> | <p>If the <b>Vessel</b> is <b>Your</b> permanent residence and becomes uninhabitable following a claim which is covered under this <b>Policy</b>, <b>We</b> will pay towards the cost of similar alternative accommodation or rent whilst the <b>Vessel</b> is being repaired</p> <p>Up to a maximum of £2500</p> |
| <p><b>Special events</b></p>            | <p>If the <b>Vessel</b> is your permanent residence we will increase the <b>Contents</b> limit of cover by 10% for one month before and after a religious festival or special event for purchases made for these events subject to proof of purchase</p>  |
| <p><b>Visitor belongings</b></p>        | <p>If the <b>Vessel</b> is your permanent residence <b>We</b> will cover <b>Your</b> visitors belongings if they are visiting for up to 24 hours</p> <p><b>We</b> will not cover money, jewellery and laptops or other personal digital equipment</p> <p>Up to a maximum of £1000</p>                             |

# Section 5 - Exclusions which specifically apply to Contents

---

## **LOSS OR DAMAGE CAUSED BY**

- Washing, cleaning, drying, repair or renovation
- Moth, infestation, change in atmospheric or climatic conditions
- Animals or birds

## **ITEMS NOT COVERED**

- Guns
- Contact or corneal lenses, hearing aids, spectacles and sunglasses
- Mobile telephones or other personal digital assistants or tablets
- Motor vehicles, motor cycles, quad bikes, motorised scooters, electric cycles, caravans, aircraft, drones and any accessories associated with any of these items
- Business stock and equipment, tools and materials used in connection with the business
- Livestock and animals

# Section 6 - 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:

- Wear and tear, lack of maintenance
- 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
- 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 7 - 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   |
|--|--|
| We do not cover War civil disturbance and terrorism        | <p><b>ENDORSEMENT 1</b></p> <p><b>We</b> shall cover <b>You</b> in respect of physical loss of or damage to the <b>Vessel</b> caused by <b>War, civil disturbance and terrorism</b>. However the <b>Endorsement</b> will automatically terminate:</p> <ul style="list-style-type: none"> <li>● upon the occurrence of any hostile detonation of any nuclear weapon of war</li> <li>● upon the outbreak of war (whether declared or not) between any of the following countries UK, USA, France, Russia and China</li> </ul>  |
| We do not cover transit for Vessels over 30 feet in length | <p><b>ENDORSEMENT 2</b></p> <ul style="list-style-type: none"> <li>● <b>We</b> cover the <b>Vessel</b> for transit providing carried out by professional hauliers</li> <li>● <b>We</b> exclude scratching, chipping or denting</li> </ul>  |
| You use the Vessel for private and pleasure purposes only  | <p><b>ENDORSEMENT 3</b></p> <ul style="list-style-type: none"> <li>● <b>We</b> cover the <b>Vessel</b> whilst being let or on charter. The person letting or chartering the <b>Vessel</b> will be insured by <b>Us</b> for exactly the same risks and on exactly the same terms as <b>We</b> insure <b>You</b>.</li> <li>● <b>We</b> do not cover a failure by the person letting or chartering the <b>Vessel</b> to comply with any express or implied terms of the hire agreement including any failure by the hirers to return the <b>Vessel</b> unless caused by sinking, collision, fire, explosion, stranding, grounding or heavy weather</li> <li>● Theft of the <b>Vessel</b> or <b>Contents</b> by the person hiring the <b>Vessel</b></li> </ul> |
| There is no mortgage on Your Vessel                        | <p><b>ENDORSEMENT 4</b></p> <p><b>We</b> have noted the assignment of this <b>Policy</b> and/or any interest in the <b>Policy</b> and/or money payable under the <b>Policy</b> to the person or company named on the <b>Certificate</b></p>  |

**Contents away from the Vessel  
(Worldwide)**

**ENDORSEMENT 5**

**We** cover **Contents** away from the Vessel provided all items are specified and agreed

## **SPECIAL ENDORSEMENT 6 MARINA SCHEME**

### **A. BERTHING FEES**

**We** cover **You** for berthing fees for the period which the **Vessel** does not occupy the berth if loss or damage to the **Vessel** is covered under the **Policy**. **You** must provide proof of payment of berthing fees.

**We** do not pay for:

- the first 7 days
- any period greater than 12 weeks, unless the **Vessel** is a **Total loss** or **Constructive total loss** when **We** will pay up to 26 weeks
- any period during which the **Vessel** would not have normally occupied the berth

### **B. RETURN YOU HOME AFTER AN INCIDENT**

If **You** suffer a loss or damage which is recoverable under the **Policy** or if **You** cannot continue **Your** voyage due to illness or injury of a crew member.

**We** will cover travelling costs to return **You** and **Your** guests/crew to **Your** home address

**or**

the cost of alternative accommodation until **You** are able to make arrangements for onward travel.

**We** will pay up to a maximum of £2000.

**You** must provide a certificate from a medical practitioner to confirm the crew member was incapacitated and could not continue on the voyage.

This cover applies only if the next port of call after the damage or injury is within UK and Europe.

### **C. WE DOUBLE THE MEDICAL EXPENSES COVER TO £3000**

### **D. WE INCREASE LEGAL PROTECTION UP TO £100,000**

### **E. YOU DO NOT PAY YOUR POLICY EXCESS AND DO NOT LOSE YOUR NO CLAIMS BONUS IF LOSS OR DAMAGE OCCURS IN THE MARINA**

### **F. IF LOSS OR DAMAGE TO YOUR VESSEL HAS BEEN CAUSED BY AN UNKNOWN OR UNTRACEABLE THIRD PARTY YOU WILL NOT HAVE TO PAY YOUR POLICY EXCESS**

### **G. WE COVER THE COST OF REPLACEMENT KEYS TO YOUR VESSEL IF THEY HAVE BEEN LOST OR STOLEN**

## Section 8 - Conditions which apply to the whole of the Policy

---

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

|                              |  |
|------------------------------|--|
| <b>Users of the Vessel</b>   | <b>You</b> or another <b>Competent person</b> will always be on board and in charge of the <b>Vessel</b> at all times when underway  |
| <b>Towing another Vessel</b> | <b>You</b> will not tow another <b>Vessel</b> or be towed by another <b>Vessel</b> except in emergency or when it is customary   |
| <b>Cruising area</b>         | <b>You</b> remain within the <b>Cruising area</b> as noted on the <b>Certificate</b>   |
| <b>Seaworthiness</b>         | <b>You</b> exercise reasonable care to make and keep the <b>Vessel</b> in a seaworthy condition and to keep the <b>Vessel</b> 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 Vessel</b> and <b>Machinery</b> |
| <b>Structural alteration</b> | <b>You</b> do not make any significant structural alteration or addition to the <b>Vessel</b> without notifying <b>Us</b>  |

Copyright © 2022 GJW Direct

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

Telephone: 0151 473 8000 Email: [insure@gjwdirect.com](mailto:insure@gjwdirect.com) Website: [www.gjwdirect.com](http://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 Narrowboat and Barge Policy Document 12.22