

# Insurance Booklet

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### Thank you for choosing GJW Direct.

GJW Direct is a trading name of Ripe Insurance Services Limited which is authorised and regulated by the Financial Conduct Authority.

**We** have tried to make this document easy to read. However, **We** have still had to use some words that have a special meaning - these are listed and explained in the Definitions section. From now on wherever a word with a definition is used it will be printed in bold type.

## Important Features

Munich Re Syndicate Limited, whose address is 1 Fenchurch Court, London EC3M 5BN, which is arranged Ripe Insurance Services Limited trading as GJW Direct

**We** must draw **Your** attention to a number of important features of this Insurance:

- This document provides details of **Your Policy** and the terms and conditions that apply. The **Policy** is a legal contract between **You** and **Us**. The Insurance booklet, **Insurance Schedule**, Statement of Fact and any Notice to **Policy** holders issued to **You** at renewal make one contract and must be read together. Please keep them together
- The contract is based on the information **You** gave **Us** when **You** applied for the insurance
- The contract is made up of:

Insurance Booklet	Insurance Schedule
<ul style="list-style-type: none"> <li>• What is covered and what isn't as shown in the <b>Insurance Schedule</b></li> <li>• How to make a claim and how <b>We</b> will settle that claim as detailed in the claims section</li> <li>• <b>Our</b> obligations to <b>You</b></li> <li>• The terms and conditions <b>You</b> must comply with</li> </ul>	<ul style="list-style-type: none"> <li>• The sections of the <b>Policy</b> that apply to <b>You</b> and the dates from which cover is in force</li> <li>• The various limits and <b>Insured Value</b> that apply to <b>Your</b> cover</li> <li>• Any special terms that apply to <b>Your Policy</b> including any <b>Endorsements</b></li> <li>• <b>Your Policy</b> number</li> </ul>
Statement of Fact	Notice to Policy Holders
<ul style="list-style-type: none"> <li>• The information <b>You</b> have provided, on which the <b>Policy</b> is based</li> <li>• Any declarations which <b>You</b> have agreed to</li> </ul>	<ul style="list-style-type: none"> <li>• Provides information about any changes to <b>Your</b> renewal terms and <b>Policy</b> cover</li> </ul>

**Our** part of the contract is that **We** will provide the cover set out in this insurance booklet:

- for those sections which are shown on **Your Insurance Schedule**
- for the insurance period set out on the same **Insurance Schedule**.

**Your** part of the contract is:

- **You** must pay the Premium as shown on **Your** receipt/invoice for each insurance period
- **You** must comply with all the terms and conditions set out in this contract.

If **You** do not meet **Your** part of the contract, **We** may turn down a claim or increase the premium.

# What to do in the event of a claim

## OUR CLAIMS DEPARTMENT

In the event **You** need to make a claim, **Our** claims service is provided by Crawford and Company.

## HOW TO MAKE A CLAIM

If **You** have had an accident for which **You** want to make a claim under **Your** insurance **Policy**, this document will provide **You** with some important facts about what to do next.

Please notify **Us** of any incident or loss, within 30 days of its discovery, or as soon as reasonably practicable.

**Email:** gjwclaims@crawco.co.uk

**Telephone:** 0800 668 1114

**Post:** GJW Claims c/o Crawford and Company, The Hallmark Building, 106 Fenchurch Street, London, EC3M 5JE

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.

## 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

If **You** are found to act in a fraudulent manner **We** may:

- Not pay the claim
- Not pay any other claims which has been or will be made under the **Policy**
- Declare the **Policy** void
- Recover from **You** the amount of any claim already paid under the **Policy** since the last renewal date
- Recover from **You** the amount of any costs **We** have incurred relating to the fraudulent claim.
- **We** will not provide any return of premium **We** may inform the Police of the circumstances

## CLAIMS CONDITIONS

These are the claims conditions **You** will need to keep to as **Your** part of this contract. If **You** do not, a claim may be rejected or payment could be reduced or **Your Policy** might be invalid.

1. **You** must inform **Us** of any incident or loss which could give rise to a claim within 30 days of its discovery or as soon as reasonably practicable
2. If an event giving rise to a claim under this Insurance occurs **You** shall:
  - a. assist **Us** in **Our** investigation of **Your** claim
  - b. take immediate action to minimise the loss, destruction, damage, injury, illness or disease
  - c. pass every letter claim writ summons and process to **Us** immediately upon receipt.
3. **We** shall have sole control of all claims procedures and settlements
4. **We** will be entitled, at **Our** cost, but in **Your** name, to:
  - a. Take legal proceedings for **Our** own benefit in respect of the cost of the claim, damages or otherwise;
  - b. Take over and conduct the defence or settlement of any claim
  - c. Represent **You** at any inquest, inquiry or similar proceeding
5. No admission, offer, promise, payment, or indemnity shall be made or given by **You** or on **Your** behalf without **Our** written consent.
6. If **You** or anyone acting on **Your** behalf does not comply with **Our** requirements or hinders or obstructs **Us** in carrying out any of the above mentioned acts then all benefit under this insurance shall be forfeited.
7. If an event giving rise to a claim under this Insurance occurs **You** shall:
  - a. ensure the Police are notified in respect of malicious damage and/or theft incidents as soon as reasonably practicable and certainly within 24 hours of discovery. A crime reference number must also be obtained
  - b. provide **Us** with all proofs and information in relation to a claim that **We** may reasonably require together with (if required) a statutory declaration of the truth of the claim and any connected matters
  - c. depending on the type of claim, **You** may be required to attend medical assessment(s) as often as **We** deem reasonably necessary, these will be carried out by a suitable health professional appointed by **Us**

## Important Information

This **Policy** and other associated documentation are also available in large print. If **You** require this or any additional support please contact GJW Direct.

### STATEMENT OF DEMANDS AND NEEDS

This **Policy** meets the needs of an individual who requires insurance in respect of personal and recreational use of a **Vessel** for:

- Theft, Accidental loss and Damage to **Your Vessel**
- Malicious Damage to **Your Vessel**
- Liabilities for accidental Third-Party property Damage or injuries to third parties

Within the **Cruising Area** noted in **Your Insurance Schedule**

### CONDITIONS

**Your Policy** describes certain things which **You** are required to do to make sure that **You** are protected and that **Your Policy** cover operates fully. For example, **You** must:

- Tell **Us** about changes which could affect **Your Policy**
- Remain within the **Cruising Area** as noted on **Your Insurance Schedule**
- Exercise reasonable care to make and keep the **Vessel** in a seaworthy condition. It is up to **You** to ensure that all measures are taken to maintain **Your Vessel**

### EXCLUSIONS

Exclusions will apply to each section and general exclusions will apply to the whole insurance.

### LIMITS

All sections have limits on the amount **We** will pay under that section which are detailed in **Your Insurance Schedule**. Some sections also include inner limits for example for one item

### EXCESSES

Claims under certain sections will be subject to an **Excess** which are detailed in **Your Insurance Schedule**. Where there is an **Excess**, **You** will be responsible for paying the first part of a claim. **We** do not apply the **Excess** to claims classed as a **Total Loss** or **Constructive Total Loss** of the **Vessel** including outboard motor, trailer or trolley

### CONSUMER INSURANCE ACT

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct. **You** must tell **Us** of any changes as soon as possible. Failure to advise **Us** of a change allows the insurer to cancel the **Policy**, sometimes back to its start date and to keep any premiums paid.

### KEEPING US INFORMED

This **Policy** is based on the information **You** have given **Us** about **You** and/or **Your Business**. **You** must tell **Us** immediately about changes to the details **You** provided for example:

- Any changes to the levels of cover **You** require
- Any changes to **Your** contact information
- Any criminal convictions or if **You** have had any other insurance declined, cancelled or had special terms imposed

If **You** fail to disclose all relevant information or provide **Us** with false or misleading information, **We** may:

- Cancel **Your Policy** and refuse to pay any claim, or
- **We** may not pay the claim in full, or
- **We** may revise the premium and/or change any **Excess**, or
- The extent of cover may be affected

### YOUR RIGHT TO CANCEL

If **You** are not happy with it and choose to cancel **Your Policy** within the first 14 days of the purchase or renewal of the **Policy** or the day on which **You** receive **Your Policy** documentation, whichever is the later. **You** will be entitled to a full refund of **Your Policy** insurance premium including any insurance premium tax and **Policy** fees paid. If **You** don't exercise **Your** right to cancel **Your Policy**, it will continue in force, and **You** will be required to pay the premium.

**You** may cancel after the 14 days have expired. **You** may be entitled to a refund of the premium paid subject to a proportionate deduction for the time on cover. There will be no return of premium where the premium refund due is less than £10.

Where a claim has occurred within the **Period of Insurance** no refund of premium will be paid. In addition, a cancellation charge will be made by GJW Direct as outlined in their Terms of Business, if **You** wish to cancel **Your Policy**, please contact GJW Direct.

## OUR RIGHT TO CANCEL

**We** may at any time cancel any insurance document by sending at least 14 days' notice to **You** at **Your** last known email and/or postal address setting out the reasons for cancellation. Provided the premium has been paid in full **You** shall be entitled to a proportionate rebate of premium in respect of the unused period showing on the **Insurance Schedule**, unless the reason for cancellation is fraud and/or **We** are legally entitled to keep the premium.

Where a claim or an incident which **You** are aware of and is likely to give rise to a claim has occurred within the **Period of Insurance** no refund of premium will be paid.

In addition, a cancellation charge will be made by GJW Direct as outlined in their Terms of Business.

Valid reasons include but are not limited to:

- Non-payment of premium. If payment is not paid when due **We** will write to **You** requesting payment by a specific date. If **We** receive payment by the date set out in the letter, **We** will take no further action. If **We** do not receive payment by this date **We** will cancel the insurance from the cancellation date shown on the letter.
- Where **We** reasonably suspect fraud
- Where **You** fail to co-operate with **Us** or provide **Us** with information or documentation **We** reasonably require, and this affects **Our** ability to process a claim or defend **Our** interests. See the 'Claims' section in this **Policy** booklet
- Where **You** have not taken reasonable care to provide complete and accurate answers to the questions **We** ask. See the 'Keeping **Us** Informed' section of this **Policy** booklet.

## GOVERNING LAW

Unless some other law is agreed in writing, this **Policy** is governed the law applying to the part of the **United Kingdom**, Channel Islands or the Isle of Man in which **You** normally live. If this is not applicable the law of England and Wales will apply

## DATA PROTECTION

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of data protection legislation (including the General Data Protection Regulation from the 25th May 2018), for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. Under the General Data Protection Regulation **You** have a right of access to see personal information about **You** that is held in **Our** records, whether electronically or manually. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area. If this happens, **We** will ensure that anyone to whom **We** pass **Your** information agrees to treat **Your** information with the same level of protection as if **We** were dealing with it. **We** and other organisations may also search these agencies and databases to:

1. Help make decisions about the provision and administration of insurance and related services for **You**
2. Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **Your** accounts or insurance policies; and
3. Check **Your** identity to prevent money laundering unless **You** provide other satisfactory proof of identity.

## TELEPHONE CHARGES

Calls are charged at national call rates (charges may vary dependent on **Your** network provider) and are usually included in inclusive minute plans from landlines and mobiles. For **Our** joint protection telephone calls may be recorded and/or monitored

## REINSTATEMENT OF THE INSURED VALUE

In the event of partial loss, theft or Damage to the property insured the **Insured Value** will be automatically reinstated from the date of the Damage unless **You** have written to **Us** or **We** have written to **You**, to the contrary. In accordance with the automatic reinstatement of the **Insured Value** **You** will undertake to pay the necessary premium as **We** may require for such reinstatement from that date. In the event of a **Total Loss** or **Constructive Total Loss** of **Your Vessel** the **Insured Value** will not automatically reinstate unless **You** have written to **Us** to advise of a replacement **Vessel**. **We** will at **Our** discretion reinstate the **Insured Value** and **You** will undertake to pay the necessary premium as **We** may require for such reinstatement from that date.

**PLEASE READ THESE FEATURES, YOUR INSURANCE SCHEDULE AND THE WHOLE OF THIS DOCUMENT CAREFULLY.**

If the insurance does not meet **Your** requirements, please cancel it within 14 days from receipt of documentation.

Please note that this Insurance is only available to individuals who are **United Kingdom Residents**.



## Definitions

### Anti-theft Device

An appropriate device sold and marketed as a secure method of preventing theft.

### Bodily Injury

Identifiable Accidental physical injury or death (but excluding all non-physical complaints)

### Communicable Disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

### Constructive Total Loss

The cost to repair the **Vessel** equals or exceeds the **Insured Value**.

### Cruising Area

This is the area noted on the **Insurance Schedule**.

### Endorsement(s)

Any terms and conditions made separately to the terms of the Insurance Booklet and specified in **Your Insurance Schedule**

### Excess

The amount to be deducted from **Your** claim in certain circumstances.

### Insurance Schedule

Sets out the specific terms, values and **Endorsements** applicable to the cover and should be read together with the **Policy** Documents

### Insured Value

This is the sum noted on the **Insurance Schedule**.

### Latent Defect

A defect which is not discoverable by the exercise of reasonable care.

### Period of Insurance

The **Policy** period noted on the **Insurance Schedule**.

### Personal Property

Personal items normally worn or carried on the **Vessel** and whilst on or around the **Vessel** including kit bag and sailing clothes

### Policy

The documents issued by **Us** to **You** to include an **Insurance Schedule**, statement of fact, any applicable foreign certificates, insurance booklet and any other documents that detail matters of **Policy** cover, exclusions, limitations, and **Endorsements**

### Total Loss

The **Vessel** is lost or destroyed.

### United Kingdom

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands

### United Kingdom Resident

Means resident in the **United Kingdom** for a minimum of 183 days or 6 months and 1 day in a 12-month period

### Vessel

The Vessel noted on the **Insurance Schedule** which can be described as a sailing dinghy including any outboard motors, trailer or trolleys

### War, Civil Disturbance and Terrorism

- 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

**Wear and Tear**

Damage that naturally and inevitably occurs as a result of normal wear or aging

**We Us and Our**

Munich Re Syndicate 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 named as the insured who/whom is/are a **United Kingdom Resident** or the company or other organisation named as the insured who are incorporated in the **United Kingdom**.



## Section 1 – Accidental Damage and Theft

**We** will pay up to the **Insured Value** for the reasonable cost of repair or replacement for loss or damage to the **Vessel** occurring during the **Period of Insurance** and whilst the **Vessel** is in use in the **Cruising Area** or ashore. This **Policy** is not a maintenance contract, and it is up to **You** to ensure that all measures are taken to maintain the **Vessel**.

### WHAT IS COVERED:

**We** agree to pay for, replace or make good, loss of, or damage to **Your Vessel** as a consequence of:

- Accidents arising from fire, explosion, impacts including stranding or grounding and heavy weather including lightning strikes
- Damage which results from a **Latent Defect**
- Negligence
- Theft
- Malicious acts of third parties including vandalism
- Accidental damage and theft to the **Vessel**, when being transported by road within the **Cruising Area** noted in **Your Insurance Schedule**
- Racing (recreational only)

**We** will also provide cover for:

- Refund of entry fee if any open meeting which **You** have entered with the **Vessel** is abandoned because of adverse weather conditions and **You** are unable to recover such fee from the organisers. Limited to £20 per day up to a maximum of 5 days.

### Basis of Settlement:

**We** pay up to the **Insured Value** of the **Vessel** as agreed and noted on the **Insurance Schedule** in the event of **Total Loss** and **Constructive Total Loss**, or other loss or Damage where the repair and or replacement and or recovery costs exceed this amount.

In the event of partial loss or Damage **We** will pay the reasonable cost of repairing or reinstating the damaged or lost part, but not exceeding the **Insured Value** shown in **Your Insurance Schedule**.

### WHAT IS NOT COVERED:

1. Any applicable **Excess**
2. The cost or expense of repairing or replacing any defective part
3. Theft as a result of fraud
4. Theft of unsecured gear, fittings or equipment unless stolen with the **Vessel** or from a locked place of storage
5. Theft of the outboard motor unless from a locked place of storage or when protected by an **Anti-theft device**
6. Theft of 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 wheel clamp
7. Non-recreational racing

Please refer to the General Exclusions section which further sets out what **Your Policy** does not cover.

## Section 2 – Personal Property

Provides cover for loss or damage to **Personal Property** belonging to **You**

### WHAT IS COVERED:

**Your Personal Property**, such as kit bag and sailing clothes, are covered up to the **Insured Value** stated in the **Insurance Schedule** against loss or damage whilst on or around the **Vessel** or in storage ashore.

#### Basis of Settlement:

**We** will pay for the cost of repair or replacement on an indemnity basis where a deduction will be made on the value of the item as a result of **Wear and Tear**.

A single article limit of £350 is applicable unless otherwise agreed by **Us** and noted in **Your Insurance Schedule**

### WHAT IS NOT COVERED:

1. Passports, cash, stamp, travellers' cheques, vouchers, travel tickets, debit/credit cards
  2. Jewellery, watches, hearing aids, spectacles, sunglasses and contact lenses
  3. Diving equipment
  4. Keys and mobile phones
  5. Laptops or other mobile electronic equipment unless used for navigation
  6. Cameras
  7. **Personal Property** more specifically insured by any other **Policy**
- Please refer to the General Exclusions section which further sets out what **Your Policy** does not cover.

## Section 3 – Third Party Liability

### WHAT IS COVERED:

**Your** legal liability and/or costs associated with the defence against a claim brought against **You** for:

a) Damage to property

b) **Bodily Injury**

occurring during the **Period of Insurance** directly in connection with **Your** ownership of the **Vessel** and whilst the **Vessel** is within the **Cruising Area**.

### Basis of Settlement

**We** pay up to the **Insured Value** shown on **Your Insurance Schedule** for costs associated with the defence against a claim brought against **You**.

### WHAT IS NOT COVERED:

1. The actions of any person employed under a contract in connection with the **Vessel**, other than captain or crew employed by **You**
2. The actions of an employee of or an operator of a marina, slipway, shipyard, yacht club, sales agency, similar organisation or crane or travel hoist
3. Loss or damage to property belonging to or in the custody care or control of an insured person
4. An accident occurring on a highway, public or private place, whilst the **Vessel** is being towed on a trailer
5. Liability arising out of a contract
6. Fines or punitive damages

Please refer to the General Exclusions section which further sets out what **Your Policy** does not cover.

## Section 4 – Medical Expenses

### WHAT IS COVERED:

Medical expenses incurred for **You** or anyone **You** have permitted aboard the **Vessel**, as the result of an accident on board or around the **Vessel** up to the **Insured Value** shown in **Your Insurance Schedule** for any one accident during the **Period of Insurance**

### WHAT IS NOT COVERED:

1. Accidents away from the **Vessel**
2. Any payments in **Excess** of the amount shown in **Your Insurance Schedule** per accident
3. Any person employed under a contract in connection with the **Vessel**, other than captain or crew employed by **You**
4. An employee of or an operator of a marina, slipway, shipyard, yacht club, sales agency, similar organisation or crane or travel hoist
5. Any person whilst engaged in any sport which involves being towed by the **Vessel**
6. Any person whilst engaged in snorkelling, aqualung diving or other underwater sport including whilst disembarking or boarding

Please refer to the General Exclusions section which further sets out what **Your Policy** does not cover.

## Section 5 – Personal Accident

Provides cover for accident death and other serious injuries sustained onboard the **Vessel**.

### DEFINITIONS

For the purposes of this section only the following definition applies. Each word is listed with the meaning explained below and is printed in CAPITALS whenever it appears in this section.

#### BENEFIT

The amount shown in the Schedule of Benefits for the Event Listed.

#### BODILY INJURY

An accident causing death or physical disablement as described in the Schedule of Benefits including the direct result of abnormal exposure to the elements but not illness, disease or any naturally occurring condition or degenerative process.

#### INSURED

**You** or any person whilst aboard the **Vessel** (including embarkation and disembarkation) with **Your** permission, including Captain or Crew employed by **You** but excluding any other person employed by **You** in connection with the **Vessel**.

#### LOSS OF A LIMB

Loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.

#### PERMANENT

Lasting for twelve consecutive months and at the end of that time without hope of improvement

#### TOTAL DISABLEMENT

Disablement which prevents the Insured from engaging in his usual occupation

### WHAT IS COVERED:

If during the **Period of Insurance** whilst aboard the **Vessel** including disembarking and boarding an **INSURED** should:

1. Sustain **BODILY INJURY** as described in the schedule of benefits
2. Disappear in circumstances where accidental death may reasonably be presumed

Benefits are payable up to a maximum age of 75 years of age at the commencement of any **Period of Insurance**.

**Our** total liability in respect of any one accident or series of accidents arising out of one event shall not exceed £150,000 any one **Vessel**.

### Schedule of Benefits

Event	Benefit
Death of persons 18 years in age or over	£20,000.00
Death of persons under 18 years in age	£1,500.00
Total and <b>PERMANENT</b> loss or loss of use of one limb, hand or foot	£10,000.00
Total and <b>PERMANENT</b> loss or loss of use of two limbs	£20,000.00
Total and <b>PERMANENT</b> loss of sight of one eye	£10,000.00
Total and <b>PERMANENT</b> loss of sight of both eyes	£20,000.00
Total and <b>PERMANENT</b> loss or loss of use of one or more limbs, hands or feet and total and <b>permanent</b> loss of sight of one or more eyes	£20,000.00
<b>PERMANENT TOTAL DISABLEMENT</b>	£20,000.00

### CLAIM CONDITIONS:

1. **BENEFIT** will not be payable unless death, loss or disablement occurs within twelve months of the date of the event giving rise to the loss, disablement or death.
2. **BENEFIT** will not be payable under more than one of the Events in respect of the same event giving rise to the loss, disablement or death.
3. Where a claim is made for disappearance of the Insured, **BENEFIT** will not be paid until at least one year from the date of disappearance. The Insured or his personal representatives will furnish such security as **We** may reasonably require guaranteeing the repayment to **Us** of the amount of **BENEFIT** should it transpire that accidental death did not occur.
4. Following upon a claim the Insured will:
  - a. provide to **Us** at their expense a written claim together with supporting details including medical certificates and records; and
  - b. will as often as required by **Us**, attend a medical examination at **Our** expense; and
  - c. in the event of death of the **INSURED We** will be entitled to require a post mortem examination and to receive the report thereof.

## WHAT IS NOT COVERED:

Any claim as a result of:

1. **BODILY INJURY** unless the accident causing the **BODILY INJURY** operates solely, directly and independently of any cause
2. Hang gliding, paragliding, parascending or participating in similar aerial activities
3. Snorkelling, aqualung diving including disembarkation and boarding the **Vessel** for that purpose
4. Being or becoming insane
5. Being under the influence of alcohol or prohibited drugs
6. Contracting a sexually transmitted disease or acquired immune deficiency syndrome
7. Committing or attempting to commit suicide or any act of intentional self-injury
8. Provoking assault except in an attempt to prevent a criminal act
9. Being or having been pregnant, suffering a miscarriage or undergoing an abortion or childbirth
10. Suffering from any known pre-existing physical defect or infirmity.

Please refer to the General Exclusions section which further sets out what **Your Policy** does not cover.

## General Exclusions

The following exclusions apply to the whole of this **Policy**. Any other exclusions are shown in the Sections to which they apply.

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

1. **Wear and Tear**, lack of maintenance
2. Insects or marine growth
3. Rot, mildew, dampness or weathering or any other gradually operating cause
4. Osmosis
5. **Wilful Misconduct**
6. A fault in design or construction
7. Defective workmanship
8. **War, Civil Disturbance and Terrorism**
9. 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**
10. Ionising radiations, from or contamination by, radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
11. Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
12. The radioactive, toxic, explosive, or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
13. 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
14. Any chemical, biological, biochemical or electromagnetic weapons
15. The failure, error or malfunction of any computer, computer system, computer software programme, code or process or any other electronic system
16. 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
17. Any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease**. For the purposes of this exclusion, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a **Communicable Disease**, or any property insured hereunder that is affected by such **Communicable Disease**.
18. 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.



## General Conditions

These are the conditions of the insurance **You** will need to meet as **Your** part of this contract. If **You** do not a claim may be rejected or payment could be reduced. In some circumstances **Your Policy** might be invalid.

1. **You** must tell **Us** about changes which could affect **Your Policy**
2. The **Vessel** is used for private and pleasure purposes only which includes recreational racing
3. **You** must not leave the **Vessel** unattended on the water overnight
4. Any outboard motor must be no more than 20HP
5. **You** remain within the **Crusing Area** as noted on **Your Insurance Schedule**
6. **You** exercise reasonable care to make and keep the **Vessel** in a seaworthy condition. It is up to **You** to ensure that all measures are taken to maintain **Your Vessel**
7. **You** do not make any significant structural alteration or addition to the **Vessel** without notifying **Us**
8. Any lithium batteries on board must be stored and used in accordance with the manufacturers recommendations and must not be left unattended whilst charging. In addition, there must be a fully operational lithium specific handheld fire extinguisher on board
9. If there is any other insurance covering the same claim or would have covered the claim but for the existence of this **Policy**, **We** will not make any payment under Third Party Liability until all cover under that other insurance is exhausted. For all other claims **We** will not pay more than **Our** share of the claim, even if the other insurer refuses the claim

### Important note

This condition will not have the effect of leaving **You** without cover for any claim and operates where there is any other insurance covering the same claim (or would have in the absence of this **Policy**) and determines how those insurance policies apply.

10. This **Policy** is personal to **You** and cannot be assigned, novated or otherwise transferred without **Our** consent in writing

## Complaints

**Our** commitment to customer service

**We** are committed to going the extra mile for **Our** customers. If **You** believe that **We** have not delivered the service **You** expected, **We** want to hear from **You** so that **We** can try to put things right. **We** take all complaints seriously and following the steps below will help **Us** understand **Your** concerns and give **You** a fair response.

### HOW TO MAKE A COMPLAINT

**Our** aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times **We** are committed to providing **You** with the highest standard of service.

If **You** wish to make a complaint in relation to the subject matter below, please contact:

Subject Matter	Contact
A claim	Please contact Munich Re Syndicate Limited <b>Email:</b> MRSL-complaints@munichre.com <b>Post:</b> The MRSL Complaints Team, Munich Re Syndicate Limited, 1 Fen Court, London, EC3M 5BN.
All other matters	Please contact GJW Direct: <b>Email:</b> complaints@ripeinsurance.co.uk <b>Telephone:</b> 0151 473 8000 <b>Post:</b> GJW Direct, The Royals 353 Altrincham Road, Manchester, M22 4BJ

### COMPLAINTS PROCESS

**Your** complaint will be referred to **Us**, Munich Re Syndicate Limited.

**You** may also contact Munich Re Syndicate Limited directly, by emailing MRSL-complaints@munichre.com, or writing to:

The MRSL Complaints Team  
 Munich Re Syndicate Limited  
 1 Fen Court  
 London  
 EC3M 5BN.

### IF YOU ARE STILL NOT HAPPY

If **You** remain dissatisfied, **You** may refer the matter to the Complaints team at Lloyd's.

The address of the Complaints team at Lloyd's is:

Complaints  
 Lloyd's  
 One Lime Street  
 London  
 EC3M 7HA

**Telephone:** 020 7327 5693  
**Fax:** 020 7327 5225  
**E-mail:** complaints@lloyds.com  
**Website:** www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

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 (FOS).

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](mailto: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](http://www.financial-ombudsman.org.uk).

## YOUR RIGHTS

**Your** rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

## THANK YOU FOR YOUR FEEDBACK

**We** value **Your** feedback and at the heart of **Our** brand **We** remain dedicated to treating **Our** customers as individuals and giving them the best possible service at all times. If **We** have fallen short of this promise, **We** apologise and aim to do everything possible to put things right.

## THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

**We** are covered by the FSCS. If **We** are unable to meet **Our** financial obligations **You** may be entitled to Compensation from the scheme, depending on the type of insurance and the circumstances of the Claim.

For this type of insurance 90% of **Your** Claim is covered, without any upper limit. Further information about Compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), and on **020 7741 4100**, or **0800 678 1100**.



The Royals, Altrincham Road, Manchester M22 4BJ  
Telephone: 0151 473 8000  
Email: [insure@gjwdirect.com](mailto:insure@gjwdirect.com)