

Insurance Booklet

Yacht

Contents

Section	Page numbers
Important Features	3
What to do in the event of a claim.....	4
Important Information.....	6
Definitions	9
Section 1 – Accidental Damage and Theft	11
Section 2 – Personal Property	13
Section 3 – Third Party Liability	14
Section 4 – Medical Expenses	15
Section 5 – Personal Accident	16
General Exclusions	18
General Conditions	19
Endorsements.....	20
Complaints	22

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

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

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

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.

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, **Bodily 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 where a third party is found to be liable
- Claims classed as a **Total Loss** or **Constructive Total Loss** including loss of **Dinghy**, outboard motor, liferaft, 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 unspent 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.

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%

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.

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.

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.

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.

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**.

Cruising Area

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

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 **Insurance Schedule**. Any reference to "**Vessel**" in this **Policy** includes the Dinghy unless the context requires otherwise.

Endorsement(s)

An alteration in writing to the terms of the **Policy** agreed by **Us** and labelled as an Endorsement.

Excess

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

Immediate Family

Those members of **Your** family who reside permanently with **You**.

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**.

Laid Up Period

This is the period (if any) noted on the **Insurance Schedule** when the **Vessel** must not be used for any purpose except for the carrying out of minor maintenance and repairs and must be laid up either ashore or in a **Marina**, unless any other place has been agreed with **Us** and this is noted in **Your Insurance Schedule**. The **Vessel** must not be used as a houseboat nor undergo major repair/refit unless agreed by **Us** and noted by **Endorsement** in **Your Insurance Schedule**.

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.

Marina

A purpose built facility for the safe keeping of recreational craft only, whose facilities include but are not limited to refuelling, repairs and boat handling, chandlers, personal hygiene, retail and hospitality venues.

Period of Insurance

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

Personal Property

Items of a personal nature belonging to an insured and their **Immediate Family** that would not normally be sold with the **Vessel** which are not covered under any other **Policy** of insurance. Personal Property does not include:

1. Passports, cash, stamp, travellers' cheques, vouchers, travel tickets, debit/credit cards
2. Jewellery, watches, hearing aids, spectacles and contact lenses
3. Diving equipment
4. Keys and mobile phones
5. Laptops or other mobile electronic equipment unless used for navigation

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** including **Machinery**, gear, equipment, **Dinghy**, life raft, trailer, 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:

- outboard motor unless specifically noted on the **Insurance Schedule**
- consumables such as food, lubricants, fuel, paint etc
- moorings not carried on board

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 the reasonable cost of repair or up to the **Insured value** for 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** or outboard motors up to the **Insured value** as noted in **Your** insurance schedule 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**
- **Machinery** damage as a result of stranding, sinking, fire, impact, theft or malicious acts
- Negligence
- Theft
- Accidental damage and theft to the **Vessel**, when being transported by road in respect of any **Vessel** up to 30' in length
- Malicious acts of third parties including vandalism
- Single handed sailing
- Galvanic corrosion or electrolysis

We will also provide cover for the reasonable costs associated with:

- Salvage, towage and assistance charges and expenses reasonably and necessarily incurred in preventing or minimising a loss that is, or would be recoverable under this **Policy**
- Costs towards inspecting **Your Vessel** after grounding (even if no damage is found)
- The costs of averting or avoiding oil pollution or clearing and cleaning away oil pollution, and the pollution is caused by a sudden identifiable, unintended and unexpected escape of oil or petroleum which takes place in its entirety at a specific time and place during the **Period Of Insurance**.
- Wreck removal

Basis of Settlement:

We pay up to the **Insured value** of the **Vessel** and any outboard motors 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**

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;
 - o 3-4 years 10%
 - o 5-6 years 20%
 - o 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

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 any part of the **Vessel** which is not securely fastened to the **Vessel** or inside a locked compartment on board the **Vessel** or in storage ashore
5. Theft of A **Dinghy** used as a tender if not marked with the name of the parent **Vessel**
6. Theft of an outboard motor that is not fitted with an **Anti-theft Device** in addition to the normal method of attachment
7. 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
8. Single handed sailing where any passages are in **Excess** of 18 consecutive hours unless agreed by **Us** and noted by **Endorsement** in **Your Insurance Schedule**
9. Loss or Damage whilst the **Vessel** is in transit by road where the **Vessel** is over 30ft in length unless agreed by **Us** and noted in **Your Insurance Schedule**

10. Damage following galvanic corrosion or electrolysis unless **You** are able to demonstrate that anodes of a sufficient size and appropriate type have been installed and inspected regularly but at least every 3 years
 11. Damage to **Machinery** following mechanical or electrical breakdown or malfunction
 12. Damage to **Machinery** caused by escape of water which is normally present within the **Machinery**
 13. Damage to **Machinery** caused by lack of maintenance
 14. Damage to **Machinery** caused by negligence, **Latent Defect** or heavy weather where **Your Vessel** is over 3 years of age or has a maximum designed speed in excess of 17 knots
 15. Damage to mast, rigging and sails whilst **You** are racing if the cause is anything other than stranding sinking fire or impact unless agreed by **Us** and noted on **Your Insurance Schedule**
 16. Any claim for salvage and wreck removal unless there is a valid claim for physical loss or damage to the **Vessel**
 17. Any claim for oil pollution unless there is a valid claim for physical loss or damage to the **Vessel**
- 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** or **Your Immediate Family**

WHAT IS COVERED:

Your Personal Property belonging to **You** or **Your Immediate Family** are covered up the **Insured Value** stated in the **Insurance Schedule** against loss or damage whilst on board 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 £500 is applicable unless otherwise agreed by **Us** and noted in **Your Insurance Schedule**.

WHAT IS NOT COVERED:

1. Loss or damage to articles of a brittle nature unless caused by:
 - a. the stranding or sinking of the **Vessel** or the **Vessel** being on fire; or
 - b. impact between the **Vessel** and any external substance including ice (but not water); or
 - c. the action of thieves, robbers or burglars
2. Theft of any item which is not securely fastened to the **Vessel**, or inside a locked compartment on board the **Vessel** or in storage ashore
3. Passports, cash, stamp, travellers' cheques, vouchers, travel tickets, debit/credit cards
4. Jewellery, watches, hearing aids, spectacles and contact lenses
5. Diving equipment
6. Keys and mobile phones
7. Laptops or other mobile electronic equipment unless used for navigation
8. **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 any 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. The actions of any person while engaged in any sport which involves being towed by the **Vessel** unless agreed by **Us** and noted in **Your Insurance Schedule**
- 5. The actions of any person while engaged in snorkelling, aqualung diving or other underwater sport including whilst disembarking or boarding
- 6. An accident occurring on a highway, public or private place, whilst the **Vessel** is being towed on a trailer
- 7. Liability arising out of a contract
- 8. 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 the **Vessel** up to the **Insured value** shown in **Your Insurance Schedule** for any one accident during the **Period of Insurance** and whilst the **Vessel** is in the **Cruising Area**.

Basis of settlement

Reimbursement up to the amount stated in the **Insurance Schedule**

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 PERMANENT loss or loss of use of one limb, hand or foot	£10,000.00
Total and PERMANENT loss or loss of use of two limbs	£20,000.00
Total and PERMANENT loss of sight of one eye	£10,000.00
Total and PERMANENT loss of sight of both eyes	£20,000.00
Total and PERMANENT loss or loss of use of one or more limbs, hands or feet and total and permanent loss of sight of one or more eyes	£20,000.00
PERMANENT TOTAL DISABLEMENT	£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. 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**
6. **Wilful Misconduct**
7. A fault in design or construction
8. Defective workmanship
9. Speed tests and trials
10. Any racing outside of the **United Kingdom** unless agreed by **Us** and noted on **Your Insurance Schedule**
11. **War, Civil Disturbance and Terrorism**
12. Ionising radiations, from or contamination by, radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
13. Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
14. The radioactive, toxic, explosive, or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
15. 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
16. Any chemical, biological, biochemical or electromagnetic weapons
17. The failure, error or malfunction of any computer, computer system, computer software programme, code or process or any other electronic system
18. 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
19. 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**.
20. 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 **Your** 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. **You** do not live aboard the **Vessel** unless agreed by **Us** and noted on **Your Insurance Schedule**
 3. The **Vessel** is registered in the **United Kingdom** or is unregistered and the owner(s) are a **United Kingdom Resident** or Company incorporated in the **United Kingdom**
 4. The **Vessel** is used for private and pleasure purposed only unless agreed by **Us** and noted on **Your Insurance Schedule**
 5. When the insured **Vessel** is under way there will be a competent person on board, and in charge
 6. **You** will not tow another **Vessel** or be towed by another **Vessel** except in emergency or when it is customary
 7. Any **Dinghy** used as a tender must be marked with the name of the parent **Vessel**
 8. Any trailer must be kept:
 - a. in a locked place of storage, or
 - b. securely locked to the road vehicle and the road vehicle is occupied, or
 - c. securely locked or secured by a wheel clamp
 9. **You** must remain within the **Cruising Area** as noted on **Your Insurance Schedule**
 10. During any dates specified in **Your Insurance Schedule** under the **Laid Up Period**, the **Vessel** must not be used for any purpose except for the carrying out of minor maintenance and repairs and must be laid up either ashore or in a **Marina**, unless any other place has been agreed with **Us** and this is noted in **Your Insurance Schedule**. The **Vessel** must not be used as a houseboat nor undergo major repair/refit unless **We** give permission in writing and issue an **Endorsement** to this effect. If **You** need to change the dates **You** must advise **Us** for **Our** agreement
 11. **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**
 12. **You** do not make any significant structural alteration or addition to the **Vessel** without notifying **Us**.
 13. Any liquid petroleum gas conversion is carried out by a professionally qualified and trained person and in accord with all requirements and standards and all other recommendations and that it will be maintained in accordance with the manufacturer's recommendations.
 14. 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 hand held fire extinguisher on board.
 15. Any moorings on which the **Vessel** is regularly placed are professionally laid and maintained.
 16. Survey Clause

If the insured **Vessel** is over 30 years of age **You** must have in **Your** possession an out of water condition and valuation survey, carried out and completed within the last ten years by an independent qualified marine surveyor and any surveyor recommendations are carried out in the timescales and all 'ongoing recommendations' shall be complied with throughout the period of this insurance.

Where the **Vessel** is under 26ft and valued below £15,000 a survey is not required until the **Vessel** is 50 years of ages subject to the conditions in this survey clause.
 17. 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.
18. This **Policy** is personal to **You** and cannot be assigned, novated or otherwise transferred without **Our** consent in writing

Endorsements

Endorsements are optional and will apply to **Your Policy** if **You** have paid the relevant additional premium and the **Endorsement** is shown on **Your Insurance Schedule**.

TRANSIT VESSELS OVER 30FT

Where the **Vessel** is over 30 feet in length:

- **We** will cover the **Vessel** for transit provided it is carried out by professional hauliers
- **We** exclude scratching, chipping or denting

WATERSKIERS LIABILITY

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 **Vessel** at any one time.
- Whilst preparing to tow and whilst towing any person behind **Your Vessel**, **You** will have on board at least two Competent persons, one acting as helmsman and one acting as a lookout or observer
- Personal buoyancy aids must be worn at all times

WATER TOYS LIABILITY

We cover liability to and of persons being towed on water toys or inflatables provided that:

- **You** must not tow more than two water toys or inflatables at any one time.
- Whilst preparing to tow and whilst towing any person behind **Your Vessel**, **You** will have on board at least two Competent persons, one acting as helmsman and one acting as a lookout or observer
- Water toys must be purpose built and used in accordance with manufacturer's instructions/guidelines
- Personal buoyancy aids must be worn at all times

LIVEBOARDS

We agree **Your Vessel** may be used as a permanent residence

RACING COVER – MAST, RIGGING AND SAILS

We agree to cover, mast rigging and sails up to the value noted on the **Insurance Schedule** whilst racing if damaged by any other cause. The amount **We** will pay **You** under this **Endorsement** will be limited to two thirds of the cost of repair or replacement. **We** will not make any deduction for **Betterment** and **Your Policy Excess** will not apply

RACING COVER – ROUND THE ISLAND RACE

We agree to cover mast, rigging and sails up to the value noted on the **Insurance Schedule** whilst racing Round the Islands Race only, if damaged by any other cause. The amount **We** will pay **You** under this **Endorsement** will be limited to two thirds of the cost of repair or replacement. **We** will not make any deduction for **Betterment** and **Your Policy Excess** will not apply.

It is a condition of this extension that the value of any mast, rigging and sails do not exceed more than 50% of the total **Insured value** of the **Vessel**.

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. Medical Expenses

We Double the Medical Expenses Cover To £3000

D. Legal Protection

We Increase Legal Protection Up To £100,000

E. Home Marina Claims

You do not pay **Your Policy Excess** and do not lose **Your** no claims bonus if loss or damage occurs whilst moored in **Your** home **Marina** as stated in **Your Insurance Schedule**

F. Unknown or Untraceable Third Parties

If loss or damage to **Your Vessel** has been caused by an unknown or untraceable third party whilst moored in **Your** home **Marina** as stated in **Your Insurance Schedule**

G. Replacement Keys

We cover the cost of replacement keys to **Your Vessel** if they have been lost or stolen

ENHANCED 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. Medical Expenses

We Double the Medical Expenses Cover To £3000

D. Legal Protection

We Increase Legal Protection Up To £100,000

E. Marina Claims

You do not pay **Your Policy Excess** and do not lose **Your** no claims bonus if loss or damage occurs whilst moored or underway in any **Marina** within the **United Kingdom**

F. Unknown or Untraceable Third Parties

If loss or damage to **Your Vessel** has been caused by an unknown or untraceable third party whilst moored or underway in any **Marina** within the **United Kingdom** **You** will not have to pay **Your Policy Excess**

G. Replacement Keys

We cover the cost of replacement keys to **Your Vessel** if they have been lost or stolen

H. Mis-fuelling

We will cover up to £500 to clean the engine and fuel system following mis-fuelling of the insured **Vessel**

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

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 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.

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.

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, and on **020 7741 4100**, or **0800 678 1100**.



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