

DINGHY POLICY SUMMARY

Demands and needs

We have not provided you with a personal recommendation as to whether this policy is suitable for your specific needs. You require insurance to cover loss or damage to your pleasure craft and your liability in respect of that vessel and this policy fulfils your needs.

You are reminded that under the Data Protection Act we are not able to discuss or deal with your insurance affairs with a third party, whether or not related to you, without first receiving your written consent. Should you believe that it may be necessary to deal with your insurance affairs through a third party you are requested to obtain from us an appropriate authorisation form to be completed which will allow us to deal with your nominated representative.

This is a brief summary of the policy terms and conditions although the full cover is subject to the Warranties and other Terms of the Policy, a specimen of which is available on request at the address shown below and is subject to any additional cover [Endorsements] that may have been agreed.

We would remind that you should review your insurance arrangements regularly to ensure that you are properly protected.

Groves John & Westrup Limited together with the Watkins Syndicate at Lloyd's, [who provide the insurance] whose address and head office is St Helens, 1 Undershaft, London EC3A 8EE England are members of the Munich Re Group who provide the Capital.

Any correspondence in respect of your insurance should be directed to the address shown on the attached correspondence.

Groves John & Westrup's head office address is:

Groves, John & Westrup Limited Silkhouse Court Tithebarn Street,
Liverpool L2 2QW
Telephone number 0151 473 8000
Facsimile 0151 473 8060
E.mail insure@gjwld.co.uk

Groves John & Westrup are supervised by the United Kingdom Financial Services Authority Firm member number 310496

Law	The law applicable to this contract is subject to agreement between us and unless we have agreed otherwise the law applying to the contract is as follows: <ul style="list-style-type: none"> • if you are applying for insurance protection as a private individual, the law applicable to that part of the United Kingdom, Channel Islands or Isle of Man in which you or the first named policyholder normally resides; or • if you are applying for insurance protection in your capacity as a sole trader or as a company the law applicable to that part of the United Kingdom, Channel Islands or Isle of Man in which you have your principal place of business; or • if the above does not apply, the law of England and Wales.
Premium	We charge a £10 policy fee which is shown in the Quotation Letter/Renewal Invitation. We may also charge a fee of up to £7 for mid term adjustments and a fee of £15 for the provision of duplicate documentation.
Tax	Based on our understanding of current legislation, which could alter during the term of the contract, proceeds payable on death are usually free of all United Kingdom income and capital gains tax. Other taxes may be payable. You should consult your financial adviser for advice.
Language	The policy terms and conditions are only supplied in the English language and we will only communicate with you, unless we agree otherwise, in the English language.
Jurisdiction	Under Community Regulations unless we have agreed in writing and you have let out the vessel for hire or reward or for commercial purposes [when you can only bring proceedings in England] you may at your option bring proceedings in England or where you are domiciled and, if the Court procedure allows, in respect of liability where the harmful event occurs.
Policy Period	We insure you for a period of 12 months.
Cover for the dinghy	Your dinghy is covered for accidents including theft, fire, explosion, collision or malicious act.
Main Exclusions for the dinghy	Your dinghy is not covered for:- <ul style="list-style-type: none"> -wear, tear, depreciation and deterioration; -insects, marine borers, barnacles, marine growth, vermin, fungi or molluscs; -corrosion, rot, rust, mildew, dampness, weathering, electrolysis, osmosis; -civil, criminal or administrative proceedings; -action by customs offices or executive action of a government or a government department unless arising out of an event which is covered by this Policy; -theft of unsecured gear, fittings or equipment unless stolen with the Dinghy or from a locked place of storage; -scratching, bruising or denting whilst in transit; -war, civil disturbance and terrorism; -a fault in design or construction or a latent defect or defective workmanship.

	<p>We do not cover damage to:-</p> <ul style="list-style-type: none"> -sails, hoods and protective covers split by the wind unless the loss or damage was caused by the Dinghy being in collision or in violent contact with any external substance other than water or in consequence of damage to the spars to which sails are set; -the trailer(s) caused by theft otherwise than during the preparation for or in the course of towage unless the trailer(s) is secured by a wheelclamp or is in a locked place of storage; -the trailer(s) tyres caused by the application of brakes or by punctures, cuts, bruises or by wear and tear.
	<p>We do not cover:-</p> <ul style="list-style-type: none"> -theft of the outboard motor unless at the time of the theft either the unit was locked on to the Dinghy by an anti-theft device in addition to the normal operating mounting and there are visible signs of forcible removal or it was inside a locked place of storage or in a locked motor vehicle; -loss or damage to personal effects belonging to you or any other person.
General Exclusions	<p>We do not cover loss, damage, liability or expense:-</p> <ul style="list-style-type: none"> -arising whilst the Dinghy is let out on hire or charter or used for any purpose other than private pleasure purposes; -arising out of the unseaworthiness of the Dinghy; -caused intentionally or recklessly with knowledge that damage would arise; -if the Dinghy is powered at the time of the event giving rise to the loss, damage, expense or liability by an engine greater than 20 horsepower; -if the maximum designed speed of the Dinghy is greater than 20 miles an hour/17 knots. <p>We do not cover loss, damage or liability arising from ionising radiations, radioactive toxic explosive or other hazardous or contaminating products of any nuclear installation, a weapon or device employing atomic or nuclear fission or fusion, the radioactive, toxic explosive or other hazardous or contaminated properties of any radioactive matter, any chemical, biological, biochemical or electromagnetic weapon or the use or operation as a means for inflicting harm of any computer or computer programme.</p>
Liability Cover	We will cover your liability or that of any person using the vessel with your permission.
Main Exclusions for Liability	<p>We shall not cover liability to third parties:-</p> <ul style="list-style-type: none"> -caused or contributed to by the trailer becoming detached from the towing vehicle; -as a result of an accident occurring on a highway or public or private place whilst the trailer is attached to the towing vehicle.
Limit	Our limit of liability in respect of third party claims is £3,000,000 any one accident or series of accidents.
What to do if you need to make a claim	<p>We are a Lloyd's Service Company and in matters of claims act upon the behalf of Watkins Syndicate. You must notify us of any occurrence which might give rise to a claim as soon as possible.</p>
	<p>Our telephone number is 0151 473 8000 and we are open between 9.00am and 5.30pm Monday to Friday with the exception of Bank Holidays. At all other times you can leave a message on our answerphone and we will call you back as soon as the office is open.</p> <p>In the event that the incident does not give rise to a claim recoverable under the insurance policy provided, or only part of the cost of repair or reinstatement is recoverable, we will give you a full explanation in writing.</p> <p>On receipt of a completed claim form, and if the claim is recoverable, we will, on provision of written estimates of repair inform you that we have no objection to repairs proceeding at which time we will advise you as to any reservation we might have as to cost of repairs. Instruction for repairs must be given by you and you are responsible for payment of all repair bills. To assist you, however, we are prepared to make direct payments to repairers providing that you are fully satisfied with the repairs and authorise us to do so.</p> <p>We do not have approved repairers but will authorise you to proceed with a particular repair yard on the basis of estimates being fair and reasonable in amount. Under the policy we have the absolute right in our discretion to decide where property is to be repaired but it is unusual for us to veto any particular repairer it being our practice to accommodate, as far as possible, your own choice of repairer. In the event of a total loss of your dinghy or it is not capable of being repaired within the Sum Insured we will, subject to terms and conditions of the policy, pay the full sum insured. Our policy is a valued policy where payment is made on the basis of the Sum Insured. You should therefore ensure that the sum insured that you have chosen adequately reflects the value of your dinghy and you should review this annually. You should not without our prior written consent admit any liability, make any offer to settle or compromise the claim against you which might give rise to a claim under the policy. You should not incur any expenditure except for the purposes of averting or minimising loss without our prior written consent. You should notify the Police as soon as possible of any theft, malicious damage or other crime involving the insured property.</p>
Cancellation	<p>We give you a "cooling off" period of 14 days from the time you receive the policy. If the Policy and Schedule do not provide you with the protection you want and you do not want to continue with the insurance, you may cancel the policy within this period and we will return part of the premium retaining a proportionate part of the premium for that period for which we have been on risk provided no claims have been made.</p> <p>If you sell your vessel the policy is automatically cancelled from the date of transfer of the ownership and we will return to you the premium in respect of the unexpired period less a service charge of £25.</p> <p>We may cancel the Policy at any time by 45 days' written notice of cancellation given to you except in the case of war, civil disturbance and Terrorism when we may cancel on seven days notice.</p>

Complaints	<p>Our policy represents our philosophy of fairness and integrity with our customers and we will provide you with a high level of service at all times. If at any time you are not satisfied with our service or any other aspect of your insurance, you should contact us by telephone to see if we can resolve the matter. In the unlikely event that this does not resolve the matter you may state your complaint in writing, marking the letter <i>"for the attention of the Managing Director"</i>. We aim to resolve your complaint within five working days but if we are unable to do so we will acknowledge receipt of your complaint within that period. If the complaint still cannot be resolved amicably you have the right to refer your complaint to the Complaints and Advisory Department at Lloyd's whose address is 1 Lime Street, London, EC3M 7HA and if they are not able to resolve your complaint and if you are a private policy holder or a business with a turnover of less than £1,000,000 or a charity with an annual income of less than £1,000,000 or a trustee of a trust with a net asset value of less than £1,000,000, you may then approach the Financial Services Ombudsman, South Quay Plaza, 183 Marsh Wall, London E14 9SR, telephone number 0845 080 1800, facsimile 0207 964 1001, email complaint.info@financial-ombudsman.org.uk who will advise whether he is able to deal with your complaint. Under the terms of the Financial Services Ombudsman Scheme we must:</p>
	<ol style="list-style-type: none"> 1. acknowledge your complaint within five days 2. reply to you within four weeks 3. resolve your complaint within eight weeks. <p>This is in addition to any other action you may subsequently wish to take including legal action. An application to the Financial Services Ombudsman must be made within six months of being notified of our final decision about your complaint.</p>
Compensation	<p>You may be entitled to compensation from the Financial Services Compensation Scheme should the insurers be unable to meet their liabilities under this Policy. The levels of compensation available under the Scheme are for insurance: 100% of the first £2,000 of a valid claim, and 90% of the remainder.</p> <p>Further information can be obtained from the Financial Services Compensation Scheme. Website at http://www.fscs.org.uk/. In addition, the Lloyd's Central Fund is available to meet claims at the discretion of the Council of Lloyd's.</p>