

# Plain Language Dinghy Policy

Groves John & Westrup Limited

## A INTRODUCTION

The Policy is a legally binding Contract between you the Insured and the Watkins Syndicate at Lloyd's, which is arranged through Groves John and Westrup Limited. The Contract is based upon the Proposal Form and if the Proposal Form contains any material untruth or fails to disclose any material circumstance you should inform us immediately since if you do not do so the validity of the Policy may be affected. A material circumstance is one which could affect our assessment of the risk and the terms and conditions and premiums we impose and whether we accept the risk.

Please read the documents carefully. We are obliged to give you certain information before you make your decision to buy this Policy or alternatively to give you a "cooling off" period of 14 days from the time you received this 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 providing no claims have been made.

Groves John and Westrup Limited and the Watkins Syndicate at Lloyd's are members of the Munich Re Group. Any correspondence with us should be directed to the address shown on the attached correspondence. Groves, John & Westrup Limited's head office address is Silkhouse Court, Tithebarn Street, Liverpool L2 2QW, Telephone number 0151 473 8000, Facsimile 0151 473 8060, e.mail [insure@gjwltd.co.uk](mailto:insure@gjwltd.co.uk).

Groves John and Westrup Limited are authorised and regulated by the Financial Services Authority- Firm reference number 310496.

Groves John and Westrup Limited are a Lloyd's Service Company and in matters of claims act on behalf of the Watkins Syndicate.

## B COMPLAINTS

If for any reason you are dissatisfied with our service you may state your complaint in writing, marking the letter "For the attention of the Managing Director". We aim to resolve your complaint within 5 working days but if we are unable to do so we will acknowledge receipt of your complaint within that period. If the complaint cannot be resolved amicably you have the right to refer your complaint to the Complaints and Advisory Department at Lloyd's, One Lime Street, London E14 9SR. Under the terms of the Financial Services Ombudsman Scheme we must:

- (i) reply to you within four weeks; and
- (ii) resolve your complaint within eight weeks.

Failing satisfaction, if you are a private policy holder or a business with a turnover of less than £1 million or a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million 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](mailto:complaint.info@financial-ombudsman.org.uk) who will advise whether he is able to deal with your complaint. 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.

## **C LAW APPLICABLE TO THE CONTRACT**

The law applicable to this insurance contract is subject to agreement between the parties. Unless a special Endorsement to the contrary has been requested by you and agreed by us, the law applying to this insurance contract will be as follows:

- 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 Policy Holder 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.

## **D DATA PROTECTION ACT 1998**

To enable us to provide a fast and efficient service to our clients we operate a centralised database of all information relating to your Policy including information provided to us on your Proposal Form, information contained within the schedule of insurance, policy periods and renewal dates together with any correspondence that we might exchange. Under the Data Protection Act 1998 we need to obtain your consent to holding this information on our system. If we should need to store any additional information we will of course approach you first to obtain your permission. The information will be used for underwriting purposes and in the unfortunate event of a claim.

We may also share this information with Watkins Syndicate at Lloyd's. You have signified whether or not you are agreeable to this in the Proposal Form and we will of course follow your requests in that respect. We may also share this information with other insurers and/or the authorities. If you have any objections to us holding your information either in full or in part or wish to obtain details of any information we are currently holding on you, please let us know immediately or telephone our Data Protection manager, M.J. Pope on 0151 473 8000.

Under this legislation we are only able to discuss your insurance with you unless we and you have specifically agreed to the contrary.

## **E RECORDING OF TELEPHONE CALLS**

For your protection your telephone calls may be recorded and monitored

## **F CLAIMS AND UNDERWRITING EXCHANGE**

Insurers pass information to a claims and underwriting register. The aim is to help us check information provided and also to prevent fraudulent claims. When you tell us about an incident which may or may not give rise to a claim, we may pass information relating to it to the register. You can ask us for more information about this. You should show this notice to anyone who has an insured interest under this Policy.

## **COVER FOR THE DINGHY**

Subject to the Warranties and the other terms of the Policy we shall cover you in respect of physical loss of or damage to the Dinghy caused by accidents including theft, fire, explosion, collision or malicious act. All reference to Dinghy in the policy includes outboard motor(s) and trailer(s) noted on the schedule.

### **EXCLUSIONS TO COVER FOR THE DINGHY**

This Policy does not cover physical loss of or damage to the Dinghy caused by:-

- 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.

This Policy does not cover physical loss of or damage to:-

- 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.

This Policy does not cover:-

- 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**

We do not cover loss, damage, liability or expense:-

- 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.

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith. In no case shall this insurance cover loss, damage, liability or expense directly caused by or contributed to or arising from:

- ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuels;
- the radioactive, toxic, explosive, or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- the radioactive, toxic, explosive or any other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
- any chemical, biological, biochemical or electromagnetic weapons;
- any computer, computer system, computer software programme, computer virus or process or any other electrical system.

### **AMOUNT PAYABLE IN THE EVENT OF LOSS OF OR DAMAGE TO THE DINGHY**

We shall pay the value of the Dinghy, outboard motor(s) and/or trailer(s) as noted on the schedule if:

- the Dinghy, outboard motor(s) and/or trailer(s) is totally lost or destroyed;
- the cost of recovering and/or repairing the Dinghy, outboard motor(s) and/or trailer(s) will exceed the value noted on the schedule;
- you have been deprived of the free use and disposal of the Dinghy, outboard motor(s) and/or trailer(s) for a period of 12 consecutive months commencing during the period of insurance except in case of theft when the period should be a reasonable period depending upon the facts of each individual case.

In all other cases we will pay the reasonable cost of recovering the Dinghy, outboard motor(s) and/or trailer(s) and the reasonable cost of effecting repairs,

less in all cases the amount shown on the schedule as the Excess.

### **ADDITIONAL SUMS PAYABLE**

We shall also pay any expense incurred for the purposes of averting or minimising physical loss of or damage to the Dinghy, outboard motor(s) and/or trailer(s) provided that in each case the expense is both reasonably incurred and reasonable in amount and results from an event (or a possibility of an event) for which there is or would be cover under the Policy.

### **DEDUCTIONS**

We are entitled to make a deduction on account of new for old in respect of claims for replacement or repair of:-

- sails, foils, running rigging, protective covers or tyres;
- outboard motor(s) even though there is a separate value stated in the Schedule.

## **COVER FOR LIABILITY TO THIRD PARTIES**

The Insured Persons referred to in this Section are you and any person using the Dinghy with your permission.

Subject to the warranties and the other terms of the Policy we shall cover the Insured Persons in respect of legal liability to another person (including another person insured under this Section) arising out of the Insured Person's interest in or use of the Dinghy.

### **EXCLUSIONS TO COVER FOR LIABILITY OF OR TO THIRD PARTIES**

This Policy does not cover the liability of or to any person employed under a contract in connection with the Dinghy or any work or repair thereto.

We shall not cover liability to third parties:-

- 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.

We shall not cover liability arising out of a contract.

### **AMOUNT PAYABLE IN RESPECT OF LIABILITY TO THIRD PARTIES**

We shall pay the following:-

- the amount which an Insured Person is held liable to pay a third party up to the maximum sum noted on the Schedule in respect of any one event; and
- the costs of an Insured Person in defending any claim brought against him, provided that such costs are incurred with our prior written consent; and
- the costs of an Insured Person at any inquest, inquiry or similar proceeding, provided that such costs are incurred with our prior oral or written consent;

less in all cases the amount shown in the Schedule as the Excess.

### **SALE OR CHANGE OF INTEREST IN THE DINGHY**

Unless we agree in writing if during the period of insurance the ownership of the Dinghy is sold or otherwise transferred this Policy will automatically be cancelled with effect from the date of the transfer and we shall return to you the premium paid in respect of the unexpired period of insurance less a service charge of £25. You promise that you will inform us in writing any change of ownership or interest in the Dinghy within 7 days of any change taking place.

### **CANCELLATION**

This Policy may be cancelled by us at any time by 45 days written notice sent by pre-paid post to the address shown in the schedule or by mutual agreement, when we shall return to you a proportion of the premium paid in respect of the unexpired period of insurance.

### **OTHER INSURANCES**

We shall not pay for any loss or damage or provide any indemnity if at the time when the loss or damage occurs the Dinghy, outboard motor(s) or trailer(s) or the liability of the Insured Person is or would but for this insurance cover be covered by any other insurance. If, however, the insured value of the property covered by this Policy or the indemnity provided by this Policy is greater than the insured value or indemnity provided by such other the insurance we shall, subject to the warranties and other terms of the Policy, pay the difference.

## CLAIMS

The relevant Insured Person must:-

- notify us directly of any occurrence which might give rise to a claim under the Policy as soon as possible;
- provide us with a written report of the occurrence as soon as possible;
- notify the police as soon as possible of any theft, malicious damage or other crime involving the Dinghy, outboard motor(s) or trailer(s).

In the unlikely event of court action involving a third party the relevant Insured Person must:-

- within 7 days sign and return to us or constructively comment upon any statement of truth that we, or our representative may require you to sign;
- search for and provide to us all documents that we or our representative may require from you in relation to any claim under this Policy and within 7 days sign and return to us any statement of disclosure that we, or our representative may request or comment constructively thereupon.

We shall have the absolute right in our discretion to decide where the insured property is to be repaired.

We shall have the absolute right in our discretion and at our expense to commence or take over:-

- and conduct the defence of any claim against or prosecution of an Insured Person arising out of an occurrence which might give rise to a claim under the Policy;
- and conduct any claim brought in the name of an Insured Person to recover sums which are or which might be payable under the Policy;
- representation of an Insured Person at any inquest, inquiry or similar proceeding which might give rise to a claim under the Policy.

The Insured Person shall give us such assistance as we may reasonably request for the purpose of exercising our rights under this Section.

The relevant Insured Person must pass onto us as soon as possible unanswered communications from third parties relating to any matter which might give rise to a claim under the Policy.

The relevant Insured Person must not without our prior written consent:-

- admit liability;
- make any offer to settle or compromise or pay a claim by a third party which might give rise to a claim under the Policy.



Underwriter  
For and on behalf of Watkins Syndicate at Lloyd's  
per Groves, John & Westrup Limited.