

PERSONAL WATERCRAFT 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 personal watercraft 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 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 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@gjw ltd.co.uk

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

Law - Introduction	<p>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:</p> <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 <p>if the above does not apply, the law of England and Wales.</p>
Premium	<p>We charge a £20 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.</p>
Language	<p>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.</p>
Jurisdiction	<p>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.</p>
Policy Period	<p>We insure you for a period of 12 months.</p>
Personal watercraft cover Section 2A of the policy	<p>Your vessel is covered for fortuitous accidents or casualties of the seas, rivers or lakes or other navigable waters; fire; malicious acts other than theft or attempted theft; theft providing that you have notified us of the serial number of the personal watercraft and the personal watercraft is either attended or in a locked place of storage or on its trailer which is secured with a ball hitch locked or wheel clamp.</p>
Main exclusions to cover for the personal watercraft Section 2B of the policy	<p>Your vessel is not covered for loss of or damage to personal watercraft caused by theft by trick or deception against you; wear, tear or depreciation; insects, marine borers, barnacles, marine growth, vermin, fungus or molluscs; corrosion, rot, rust, mildew, dampness, weathering, electrolysis, osmosis; civil, criminal or administrative proceedings; action by customs officers or executive action of a government or a government department unless arising out of an event which is covered by the policy; war, civil disturbance, terrorism; mechanical or electrical breakdown; by beaching or by any substance being drawn into the propelling machinery; scratching, bruising or denting during transit.</p> <p>We do not pay the cost and expense of rectifying or repairing any fault in design or construction or any part which is subject to a fault in design or construction or to a latent defect or in respect of defective workmanship carried out or materials provided by an independent contractor employed to carry out maintenance, repairs or alterations to the personal watercraft. We do not cover loss or damage to tyres caused by application of brakes, cuts, punctures, brakes or wear and tear.</p>

Excess	The Excess payable in respect of loss or damage to personal watercraft is £150. The Excess is doubled in respect of drivers with less than one years experience of driving personal watercraft. It is also doubled for drivers under 25. The Excess increases to £250 for theft from a locked building and in the case of theft other than from a locked building to the greater of 15% of the total sum insured or £350.
Liability cover section 3A of the policy	We will cover your liability or that of any person using your personal watercraft with your permission.
Main exclusions for liability to third parties Section 3B of the policy	<p>We do not cover liability of or to any person employed by you in any capacity or employed in any capacity by anyone using your vessel; loss of or damage to property belonging to or in the custody, care or control of you or any person using your personal watercraft; any person while engaged in any sport which involves being towed by the personal watercraft unless we have agreed in writing.</p> <p>We do not cover liability caused or contributed to by recklessness or wilful misconduct on your behalf or that of anyone using your vessel.</p> <p>We do not cover liability to third parties caused or contributed to or by the trailer becoming detached from the towing vehicle or as a result of an accident occurring on a highway or a public or private place whilst the trailer is attached to the towing vehicle nor do we cover liability arising out of contract.</p>
Warranties - Promises which if you break the policy will lapse - Section 4 of the policy	<p>A warranty is a promise by you that some particular thing shall or shall not be done or that some condition shall be fulfilled or that a particular state of affairs does or does not exist.</p> <p>A warranty must be strictly complied with and if it is not insurance cover ceases as from the date of the breach of warranty.</p> <p>You promise the personal watercraft will only be used for private pleasure purposes and will not be let out for hire or reward or used for commercial purposes. S4B</p> <p>You warrant that when the Personal Watercraft is in use on water only experienced riders and helmsmen will be allowed to drive and/or helm the Personal Watercraft unless we have agreed otherwise in writing.</p> <p>You warrant that when the Personal Watercraft is in use on water, riders and helmsmen will be 16 years of age or over; or riders and helmsmen aged 14 or 15 will be accompanied by an adult over 25 years of age who has at least one years experience of riding and/or helming such a craft and/or has the RYA training certificate for attendance and passed satisfactorily the examination for Personal Watercraft. S4C</p> <p>You warrant that the personal watercraft will not at any time be left unattended afloat. S4D</p> <p>You warrant that all persons using the personal watercraft with your authority and agreed by us in writing shall comply with all local byelaws and regulations relating to the use of personal watercraft and will comply to all navigational requirements and will not enter any excluded area. S4E</p> <p>You warrant that the personal watercraft will not participate in any racing or speed tests or competitions of any type or any trials in connection therewith and will not undertake stunt riding and white water navigation. S4F</p> <p>You warrant the personal watercraft will not carry passengers unless the personal watercraft is designed and certificated to carry more than one person and you warrant the number of persons on board and being carried by the personal watercraft shall not exceed the manufacturers design and specification. S4G</p> <p>You warrant that the personal watercraft will not tow any person or thing unless we have agreed in wiring to the contrary and then you may not tow more than two people at any one time. S4H</p> <p>You warrant that when the personal watercraft is not in use on the water it will be either attended or securely locked to a road vehicle and the road vehicle will be occupied or securely locked or attended or secured by a hitch lock or a wheel clamp or a locked place of storage. S4I</p> <p>You warrant that the personal watercraft will remain within the cruising area we have agreed on the schedule. S4J</p>
General exclusions applicable to the whole policy	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 contaminating 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 program.
Limit	<p>In respect of loss of or damage to your vessel, trailer or outboard motor, the limit of our liability is the Sum Insured that we have agreed.</p> <p>Our limit of liability in respect of third party claims is £3,000,000 any one accident or series of accidents except in respect of liability to/of towed items when the limit is £1,000,000.</p>

<p>What to do if you need to make a claim</p>	<p>We are a Lloyd's Service Company and in matters of claim act upon the behalf of the Watkins Syndicate.</p> <p>You must notify us of any occurrence which might give rise to a claim as soon as possible.</p>
	<p>Our telephone number for claims purposes only is shown on our correspondence 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 answer phone and we will call you back as soon as the office is open and in the event of an emergency you may use the 24 hour claims help line number 0151 473 8099.</p> <p>Upon notification of a claim we will send to you a claim form for completion and will at the same time provide specific advice and if necessary appoint an impartial surveyor. We will ascertain nature, cause and extent of damage and our consideration of your claim will be based on the advices of the surveyor taking into account information and evidence provided by you.</p> <p>In the event 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 reservations we might have as to cost of repairs. Instruction for repairs must be provided by you and you are responsible for 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 so to do.</p> <p>We do not have approved repairers but will authorise you to proceed with a particular repairer on the basis of estimates being fair and reasonable in amount. Under the policy we have 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 personal watercraft or it is not capable of being repaired for a sum equal to or less than its market value we will, subject to terms and conditions of the policy, pay you the market value of the personal watercraft. Our policy is a unvalued policy and accordingly any payment is made on the open market value of your personal watercraft not exceeding the sum insured. 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>
<p>Cancellation</p>	<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 ownership and if the policy is cancelled. A return of premium will only be made upon cancellation or termination of the policy and no return will be made if there has been a claim during the current period of insurance. Return of premium will only be made if the policy has been in force for more than one year. If the policy is cancelled during the first three months of the Policy Period we will refund 50% of the premium. If the Policy is cancelled during the fourth month of the Policy Period we will return 25% of the Premium and if cancelled after four months of the Policy period no return of premium will be made.</p> <p>We may cancel the policy at any time by 45 days' written notice of cancellation give to you.</p>
<p>Complaints</p>	<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 "for the attention of the Managing Director". 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>
<p>Compensation</p>	<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>

OTHER INFORMATION

The Product We Offer

In respect of non commercial craft we only offer our own products which are the plain language insurance policies.

In addition for commercial craft only we also offer Institute Yacht Clauses promoted by the International Underwriters Association.

Our Service to You

You have identified a need for which we may ask some questions to ensure our product is suitable for your requirements. You will then need to make your own choice as to the suitability of our product.

The Cost That You Have To Pay For Our Services

You will receive a quotation from us detailing the charges applicable to your insurance policy. This will include a policy fee of £20.

What To Do If You Have A Complaint.

We hope that you will never need to complain, but should you wish to register a complaint you should first contact your broker. If they are unable to resolve your complaint or if you do not have a broker, please contact us at Groves John and Westrup Limited, Silkhouse Court, Tithebarn Street, Liverpool. L2 2QW. Telephone Number 0151 473 8000

If you are not satisfied with our response you may then take your complaint to the Financial Ombudsman Service.

Who Regulates Us?

Groves John and Westrup Limited, Silkhouse Court, Tithebarn Street, Liverpool. L2 2QW is authorised and regulated by the Financial Services Authority. Our FSA Regulation Number is 310496

You can check this on the FSA Register by visiting the FSA website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234

The Financial Services Authority (FSA)

The Financial Services Authority is the independent watchdog that regulates financial services. It requires us to give you this document. Use this information to decide if our services are right for you.

Are We Covered By The Financial Services Compensation Scheme (FSCS)?

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim without any upper limit.