

Plain Language Dinghy Policy

Groves, John & Westrup Limited

A INTRODUCTION

The Policy is a legally binding Contract between you the Insured and Munich Re Syndicate Limited at Lloyd's, which is arranged through Groves, John and Westrup Limited. The contract is based upon the information you provide to us. If you have proposed for insurance orally we will provide to you written details of that information. If the proposal contains any material untruth you should inform us immediately since if you do not so the validity of the Policy may be affected.

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 Certificate 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 Munich Re Syndicate Limited 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 8080, Facsimile 0151 473 8060, e.mail boat@gjw ltd.co.uk.

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

Groves, John and Westrup Limited are a Lloyd's Service Company and in matter of claims act on behalf of Munich Re Syndicate Limited.

B COMPLAINTS

FOR UNITED KINGDOM CUSTOMERS

If for any reason you are dissatisfied with our service or if you have any question over the handling of your claim you may state your complaint in writing, marking the letter "For the attention of the Chief Executive Officer". 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. We will attempt to provide you with our decision within two weeks. If we do not do so or if the complaint cannot be resolved amicably you have the right to refer your complaint to Lloyd's.

Their address is;

Complaints
Fidentia House
Walter Burke Way
Chatham Maritime
Chatham
Kent
ME4 4RN

Email: complaints@lloyds.com

Tel: +44 (0)20 7327 5693

Fax: +44 (0)20 7327 5225

Details of Lloyd's complaints procedures are set out in a leaflet "How We Will Handle Your Complaint" 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.

This is in addition to any other action you may subsequently wish to take including legal action. An application to the Financial Ombudsman Service must be made within six months of being notified of our final decision about your complaint.

FOR IRISH CUSTOMERS

Any complaint should be addressed in the first instance to Groves, John and Westrup Limited at the address given above.

We will acknowledge your complaint in writing within five business days of the complaint being made. We will also inform you of the name of one or more individuals that will be your point of contact regarding your complaint until the complaint is resolved or cannot be progressed any further.

We will provide you with an update of the progress of the investigation of your complaint in writing within 20 days of the complaint being made.

We will aim to provide you with our decision on your complaint in writing within 40 business days of the complaint being made.

Should you remain dissatisfied with the final response from the above or if you have not received a final response within 40 days of the complaint being made you may be eligible to refer your complaint to the Financial Services Ombudsman (FSO). The contact details are as follows:

Financial Services Ombudsman
3rd Floor Lincoln House
Lincoln Place
Dublin 2
Ireland

Tel: +353 1 6 620 899

Fax: +353 1 6 620 890

E-mail: enquiries@financialombudsman.ie

The complaints handling arrangements above are without prejudice to your rights in law.

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, Isle of Man or Ireland 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, Isle of Man or Ireland 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

Please read this notice as it explains the purposes for which we or Munich Re Syndicate Limited will use personal data and sensitive personal data which we hold. You should show this notice to anyone who has an interest in the Policy. To enable us to provide a fast and efficient service to our clients we operate a database of all information relating to your Policy including information provided to us, information contained within the Certificate 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. This information is used for underwriting purposes and in the unfortunate event of a claim.

Your Personal Data

For mutual security calls may be recorded and may be monitored for training purposes and to prevent and detect fraud. For the purposes of the Data Protection Act 1998 the Data Controllers in relation to the personal data you supply are Groves, John and Westrup Limited and Munich Re Syndicate Limited jointly.

Insurance Administration, Renewal and Claims Handling

Information you supply may be used for the purpose of insurance administration, renewal and claims handling by us, Munich Re Syndicate Limited, its agents, reinsurers and your intermediary. In assessing any claims made, we may undertake checks against publicly available information such as Electoral Register, County Court Judgements, bankruptcy or repossession information. Information may also be shared with other insurers either directly or via those acting for us such as loss adjusters or investigators. We may also be required to provide information to authorities particularly if you or your vessel are resident or registered outside of the United Kingdom.

Your Electronic Information

If you contact us electronically, we may collect your electronic identifier, e.g. Internet Protocol (IP) address or telephone number supplied by your service provider. This information may be used by us to aid in the detection of fraud.

Sensitive Personal Data

In order to assess the terms of the insurance contract or administer claims, we will need to collect personal data which the Data Protection Act 1998 defines as sensitive, such as medical history or criminal convictions and we may need to transfer this data overseas. By proceeding with this contract, you will signify your explicit consent to such information being processed by us.

Credit Searches and Use of Third Party Information

In assessing your application/renewal, to prevent fraud, check your identity and to maintain our policy records, we or any credit provider may:

Search files made available to them by any credit reference agencies who may keep a record of that search. We or any credit provider may also pass to credit reference agencies information we or they hold about you and your payment record. The information will be used by other credit providers for making credit decisions about you and the people with whom you are financially associated for fraud prevention, money laundering prevention and for tracing debtors. We or any credit provider may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by us or any credit provider, acceptance or rejection of your application/renewal will not depend only on the results of the credit scoring process.

Overseas Transfer of Data

We and the other companies processing your data for the purposes mentioned above may from time to time need to undertake some of the processing in countries outside of the European Economic Area which may not have laws to protect your personal data, but in all cases we will ensure that it is kept securely and only used for the purposes for which you provided it. Details of the companies and countries involved can be provided on request.

Fraud Prevention

In order to prevent and detect fraud we may at any time: Share information about you with other organisations including the Police; Undertake credit searches; Check and/or share your details with fraud prevention and detection agencies. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We, or other organisations may also access and use this information to prevent fraud and money laundering, for example when:

Checking details on applications for credit and credit related or other facilities; Managing credit and credit related accounts or facilities;
Recovering debt; Tracing beneficiaries;
Checking details on proposal and claims for all types of insurance.

Please contact us on the number shown on your policy documentation if you want to receive details of the relevant fraud prevention agencies. We or other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Your Rights

You are entitled to request a copy of the information we hold about you for which we may charge a small fee. If you have any questions or you would like to find out more about this notice please write to the Data Protection Officer at the address stated in A above.

For more information on the Data Protection Act you may also write to the Office of the Information Commissioner at Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF. Telephone: 0303 123 1113 or 01625 545745 E-mail: casework@ico.org.uk

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

You should show this notice to anyone who has an interest under this Policy.

COVER FOR THE DINGHY

Subject to the 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 Certificate.

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 Certificate 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 Certificate;
- 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 Certificate 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 Certificate.

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 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 Certificate 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 Certificate 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 or €35 as applicable. 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 where there is a valid reason for doing so by 14 days written notice (except in respect of direct debit default when the period shall be 10 days) setting out the reason for cancellation sent by pre-paid post to the address shown in the Certificate or by mutual agreement. If we cancel we will set out the reason for cancellation in our notice. Valid reasons may include but are not limited to:

- (i) Where we have been unable to collect a premium payment or Excess. In this case we will contact you in writing requesting payment by a specific date. If we do not receive payment by this date we will write to you again notifying you that payment has not been received and giving you 10 days' notice of a final date for payment. This letter will also notify you that if payment is not received by this date your Policy will be cancelled from the day when the

instalment was due. If payment is not received by that date we will cancel your Policy with immediate effect and notify you in writing that such cancellation has taken place;

- (ii) Where you are required in accordance with the terms of the Policy to co-operate with us, or send us information or documentation and you fail to do so in a way that materially affects our ability to process a claim, or our ability to defend our interests. In this case we may issue a cancellation notice and we will cancel your policy if you fail to co-operate with us or provide the required information or documentation by the end of the 14 day cancellation notice period;
- (iii) Where there is a material failure by you to comply with the Conditions Precedent and Limitations contained in the Policy and in particular at Section 7 and within any of the applicable Endorsements or you act with Willful Misconduct in the use or ownership of your Vessel;
- (iv) Where we reasonably suspect fraud; or
- (v) Use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers.

If we do cancel your policy, we will return to you a proportion of the premium paid in respect of the unexpired period of insurance less a cancellation fee of £25 or €35 as applicable to take into account our costs in providing your policy.

If we cancel your insurance at any time, we will automatically cancel any cover provided by the additional benefits provided with your Vessel cover.

If we cancel your policy because we have been unable to collect the premium by direct debit instalments, we will charge the cancellation fee of £25 or €35 as applicable to take account of our costs in providing your policy and for recovering any premium owed to us for the period of cover

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 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 Munich Re Syndicate Limited at
Lloyd's by Groves, John & Westrup Limited.