

COMMERCIAL CRAFT 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 commercial 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 and is subject to any additional cover [Endorsements] that may have been agreed.

GJW Worcester incorporating RA Carter is a trading name of Groves John & Westrup Limited who together with the Watkins Syndicate at Lloyd's, [who provide the insurance] whose address is St Helens, 1 Undershaft, London EC3A 8EE 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 0870 051 7968
 E.mail insure@gjwlttd.co.uk

Groves John & Westrup Limited 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 £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.
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	You can only bring proceedings in England against us.
Policy Period	We insure you for a period of 12 months.
Vessel A1	We insure the hull, machinery, boat, gear and equipment of your vessel as would normally be sold if she changed hands. We insure your vessel: <ol style="list-style-type: none"> 1. Whilst in commission, that is fitted out and available for use, but will not insure your vessel whilst she is towed, except as is customary or when in need of assistance nor whilst towing or undertaking salvage services under a contract previously arranged. 2. While laid up out of commission. During this period you may not undertake any work on your vessel other than dismantling, fitting out, overhauling or normal maintenance but you may dock and undock but you must not undertake any major repair or alteration to your vessel or use it as a houseboat. <p>We also insure your gear and equipment (including outboard motors) while in a place of storage or repair ashore.</p>
Vessel cover A9	Your vessel is covered against perils of the seas, rivers, lakes or other navigable waters; fire; jettison; piracy or barratry; contact with dock or harbour equipment or installation, land conveyance, aircraft or similar objects falling therefrom; earthquake, volcanic eruption or lightning.

	<p>In addition and provided that loss or damages has not resulted from your want of due diligence we also cover: accidents in loading, discharging or moving stores, gear, equipment and machinery and fuel; explosions; malicious acts; theft of the entire vessel or her boats or outboard motors provided outboard motors are securely locked to the vessel by an anti-theft device in addition to its normal method of attachment or following upon forcible entry into the vessel or place of storage or repair, theft of machinery including outboard motors, gear and equipment; loss of or damage to your vessel or boats [excluding motors and connections [but not strut shaft or propeller] electrical equipment and batteries and connections] caused by latent defects in hull or machinery, breakage of shaft or bursting of boilers but we do not cover the cost and expense of replacing the defective parts, broken shaft or burst boiler; the negligence of any person whatsoever but we do not pay for the cost of making good any defect resulting from negligence or breach of contract in respect of repair or alteration work carried for your account or of the owners or in respect of maintenance of the vessel. In addition we will pay the expense of inspecting the vessel after grounding.</p>
Main exclusions A10	<p>We shall not pay any claim in respect of any: outboard motor dropping off or falling overboard; a vessel or ship's boats having a maximum designed speed exceeding 17 knots (see below); ship's boats not permanently marked with the name of the parent vessel; sails and protective covers split by the wind or blown away while set unless due to damage to the spars to which the sails are bent or caused by the vessel being stranded or in collision or in contact with any external substance including ice but not water; sails, masts, spars or standing and running rigging while the vessel is racing unless the loss or damage is caused by stranding, sinking, burning or fire or in collision or in contact with any external substance including ice but not water; personal effects unless you have the personal effects extension; consumable stores, fishing gear or moorings; sheathing or repairs thereto unless caused by stranding, sinking, burning, fire or in collision or contact with any external substance including ice but not water; loss or expenditure incurred in remedying a fault of design or construction or any cost or expense incurred by reason of betterment or alteration in design or construction; motor and connections (but not strut shaft or propeller), electrical equipment and batteries and connections where the loss or damage has been caused by heavy weather unless the damage has been caused by the vessel being immersed, stranded, or collision or contact with another vessel pier or jetty.</p>
Liability cover A11	<p>We will indemnify you in respect of any sums which you become legally liable to pay and shall pay by reason of your interest in the insured vessel arising out of accidents occurring during the currency of the policy in respect of loss of or damage to any other vessel or property whatsoever; loss of life and personal injury and illness including payments made for life salvage near the vessel or any other vessel; any attempted or actual raising removal or destruction of any wreck or any neglect or failure to raise remove or destroy any wreck.</p> <p>In addition we will pay legal costs incurred by you or which you may be compelled to pay in contesting liability or taking proceedings to limit liability and the cost of representation at any coroner's inquest or fatal accident enquiry provided that our prior written consent is obtained.</p> <p>We shall also insure any person who navigates or is in charge of the vessel with your permission who while navigating or in charge shall in consequence of any occurrence against which we insure you become liable to pay and shall pay any sum or sums to any person or persons, other than you but only at your written request. This extension does not increase our liability. The limitation of liability imposed in respect of this indemnity continues to apply. This extension also subject to all the terms, conditions and warranties of the policy.</p> <p>We shall also pay the expense, after deduction of the proceeds of salvage, of the removal of the wreck from any place owned leased or occupied by you.</p>
	<p>In addition Crew Liability cover may be available upon request subject to terms and at an additional premium to be agreed.</p>
Main exclusions for liability A11	<p>We do not cover any liability costs or expense arising in respect of: any direct or indirect payment made by you to employees who are employed by you in any capacity whatsoever or any person to whom the protection of the insurance is afforded; any boat having a maximum designed speed exceeding 17 knots (see below); any liability to or incurred by any person engaged in any sport or activity while being towed by the vessel or preparing to be towed or after being towed until safely on board or ashore unless we have agreed in writing to cover the liability of and to water skiers or aqua planers when such cover will be subject to the warranties, conditions and limits of the insurance.</p>
General Exclusions applicable to the whole policy A23 and Introduction	<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 in 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.</p>
Important Provisions A5-A19	<p>You must tell us if the maximum designed speed of your vessel exceeds 17 knots. If we agree in writing to insure your vessel or any boat having a speed in excess of 17 knots the following provisions will apply to the vessel or boat having a maximum designed speed in excess of 17 knots: a competent person will be on board and in control of the vessel when underway; no claim shall be allowed in respect of loss of or damage to the vessel or liability to any third party or any salvage services caused by or arising from the vessel being stranded, sunk, swamped, immersed or breaking adrift while left moored or anchored unattended off an exposed beach or shore or arising while the vessel is participating in racing or speed tests, or any trials in connection therewith; no claim shall be allowed in respect of rudder, strut, shaft or propeller in respect of latent defect or negligence of any person and for any loss or damage caused by heavy weather or water unless the loss of damage has been caused by contact with another vessel pier or jetty or by the vessel being immersed as a result of heavy weather; if the vessel has inboard machinery we will not insure your vessel or any liability in respect of any claim by or arising from fire or explosion unless the vessel is equipped in the engine room or engine space tank space and galley with a fire extinguishing system automatically operated or having controls at the steering position properly installed and maintained.</p>

Promises (Warranties) - If you break these promises your policy will automatically lapse	<p>You promise to us that:</p> <ol style="list-style-type: none"> 1. you will not navigate outside the limits specified in the schedule; A3.1 2. you will use the vessel solely for the purposes that you have disclosed to us and for which we have agreed in writing in the Schedule; A3.2 3. the vessel will be out of commission and not fitted out for use or available for use during the period specified in the Schedule; A4 4. the maximum designed speed of the vessel, or the parent vessel in the case of a vessel with boats does not exceed 17 knots unless you have told us that the vessel or boat has a maximum designed speed in excess of 17 knots and we have agreed to insure the vessel on the terms appearing above; A5 5. you have not placed any other policy on the vessel except if the insured value of the vessel is over £50,000 you can place other insurances but not in excess of 10% of the total amount insured in respect of the vessel as stated in the Schedule to the policy. A18
War etc exclusion A21-23	<p>We do not cover loss damage liability or expense caused by war, civil war, revolution, rebellion, insurrection or civil strife and riot arising therefrom or any hostile act by or against a belligerent power; capture, seizure, arrest, restraint or detention, barratry and piracy excepted, or the consequence thereof or any attempt thereat; derelict mines, torpedoes, bombs or other derelict weapons of war; strikes, locked out workmen or persons taking part in labour disturbances, riots or civil commotions; terrorists or any person acting from a political motive. 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 in any radioactive matter, any chemical, biological or electromagnetic weapon or the use or operation as means for inflicting harm of any computer or computer program.</p>
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 £1,500,000 any one accident or series of accidents.</p>
What to do if you need to make a claim	<p>Groves John and Westrup Limited are a Lloyd's Service Company and in matters of claims 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 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>You must take such measures as may be reasonable for the purposes of averting or minimising a loss recoverable under the policy. You will render to us all possible aid in obtaining information we may need to take proceedings for our own benefit. Steps taken by you or us with the object of saving or protecting any item will not be considered as a waiver or acceptance of abandonment. 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. 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. On receipt of a completed claim form, and if the claim is recoverable, we will, on provision of written estimates inform you that we have no objection to repairs proceeding at which time will advise you as to any reservation that we might have as to cost of repairs. Instruction for repair must be given by you and you are responsible for all repair bills. To assist you 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 repair yard 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 yacht or motor vessel or it is not capable of being repaired within the Sum Insured we will, subject to the 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 vessel and you should review this annually. You should not without our prior written consent admit any liability, make any offer to settle or compromise any claim against you which might give rise to a claim under the policy. You should notify the Police as soon as possible of any theft, malicious damage or other crime involving the property.</p> <p>We shall deduct from any claim settlement the amount of the excess shown in the schedule. We shall also be entitled to make a deduction not exceeding one third new for old in respect of protective covers, sails, running rigging, and outboard motors whether or not insured by separate valuation. In respect of unrepaired damage the amount that we shall pay you shall be the reasonable depreciation in the market value of the vessel at the end of a policy period arising from such unrepaired damage but not exceeding the reasonable cost of repairs. We shall not be liable for unrepaired damage in the event of a subsequent total loss. We shall not be liable in respect of unrepaired damage for more than the insured value at the time of the loss.</p>
Additional provisions	<p>These provisions only apply if shown as applicable on the Schedule.</p>

Pollution Hazard Clause	If we have agreed in writing we will cover loss or damage to the vessel caused by government authority acting to prevent a pollution hazard or threat provided there has not been want of due diligence by you.
Transit	If we have agreed in writing the policy may be extended to cover your vessel whilst in transit by road, rail or car ferry but we shall not be liable in respect of <ol style="list-style-type: none"> scratching, bruising and/or denting and the cost of repainting or re-varnishing; liability to third parties arising from any accident while the vessel is being towed by or is attached to a motor vehicle or has broken away or become accidentally detached from a motor vehicle.
Institute Speedboat Clauses - Special Conditions and Further Excluded Risks - Vessels with a Maximum Designed Speed in excess of 17 knots	If this is stated to apply on your policy the following further terms and conditions apply; <ol style="list-style-type: none"> We shall not pay any claims cause by or arising while the vessel is participating in racing or speed tests or any trials connected therewith. We shall not pay any claim in respect of loss of or damage to motor and connections, rudder, strut, shaft or propeller, electrical equipment and batteries and connections unless the loss or damage is caused by immersion as a result of heavy weather; stranding; sinking; burning; fire; collision with another vessel pier or jetty while being removed from or replaced in the vessel; theft of the entire vessel or theft following upon forcible entry into the vessel place/or place of storage; theft of outboard motor provided it is securely locked to the vessel or boat by an anti theft device in addition to its normal method of attachment; by fire in the place of storage ashore or by malicious acts. We shall not pay any claim in respect of liability of or to any person engaged in any sport which involves being towed by the vessel.
Machinery Damage Extension Clause	If we have agreed in writing we will extend the insurance to include loss of or damage to motor and connections electrical equipment and batteries and connections caused by latent defect in hull or machinery, breakage of shaft or bursting of boilers but not the cost and expense of replacing or repairing the defective part, broken shaft or burst boiler; the negligence of any person whatsoever but excluding the cost of making good any defect resulting from negligence or breach of contract in respect of any repair or alteration work; heavy weather.
Racing Risk Extension	If we have agreed in writing we will extend the policy to cover the cost of replacing or repairing sails, masts, spars, standing and running rigging lost or damaged of an insured vessel whilst the vessel is racing up to two thirds of such cost unless caused by stranding, sinking, burning, fire or collision when the cost of replacement or repair shall be covered in full subject to a deduction of up to one third new for old. You promise to us that no additional insurance will be placed on the cost of repair or replacement. Our liability in respect of any one occurrence whilst racing will be calculated on the basis of the full replacement cost of all sails carried whether set or not, masts, spars, standing and running rigging but not in excess of the sum stated in the policy.
Personal Effects Insurance	If we have agreed in writing we will extend the insurance to cover loss of or damage to personal property of you, your family and crew's clothing provided by you whilst on board or in use in connection with your vessel including transit to and from your place of residence. We will not pay claims arising from wear and tear, gradual deterioration, damp, mould, mildew, vermin, moth, mechanical derangement; breakage of articles of a brittle nature, unless caused by the vessel being stranded, sunk, burnt, on fire or in collision or by stress of weather, burglars or thieves; loss of cash, currency, bank notes or travellers' cheques; loss of water skis or diving equipment unless as a result of fire or theft following forcible entry or a total loss of the vessel; the general exclusions above and the war and strikes and political acts exclusion. If the property covered by this extension at the time of loss is greater than the amount insured you will only be entitled to recover such proportion of the loss that the amount insured bears to the total value. We do not cover any loss or damage which at the time of the loss or damage is or would, but for this insurance, be insured under any other insurance except in respect of any excess beyond the amount which would have been payable under such insurance had the insurance not been effected. Unless we have agreed otherwise in writing we shall not be liable for more than £100 any single article.
War	If we have agreed in writing we will extend the insurance to cover loss of or damage to your vessel caused by: war, civil war, revolution, rebellion, insurrection, or civil strife arising from insurrection, or any hostile act by or against a belligerent power; capture, seizure, arrest, restraint or detainment and the consequences thereof or any attempt thereat; derelict mines, torpedoes, bombs or other derelict weapons of war; strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions; any terrorist or any person acting from a political motive; confiscation or ex-appropriation. We do not, however, cover your vessel against any of these perils before the vessel has been launched or whilst she is hauled out ashore. In the event the vessel shall have been the subject of capture, seizure, arrest, restraint, detainment, confiscation or ex-appropriation and you shall thereby have lost the free use and disposal of the vessel for a continuous period of 12 months, we shall consider the vessel a constructive total loss on the basis that you shall have been deemed to have been deprived of possession of the vessel without any likelihood of recovery. We do not cover under this extension loss, damage, liability or expense arising from: any detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; the outbreak of war (whether there be a declaration of war or not) between any of the United Kingdom, United States of America, France, the Union of Soviet Socialist Republics and the Peoples Republic of China; requisition or pre-emption; capture, seizure, arrest, restraint, detainment, confiscation or ex-appropriation by or under the order of the government or any public or local authority of the country in which you vessel is owned or registered; arrest, restraint, detainment, confiscation or ex-appropriation under quarantine regulations or by reason of infringement of any customs or trading regulations; the operation of ordinary financial process, failure to provide security or to pay any fine or penalty or any financial cause; piracy; loss, damage, liability for expense otherwise recoverable under the terms of the policy; any claim for any sum recoverable under any other insurance on your vessel which would be recoverable under such insurance but for the existence of this insurance; any claim for expenses arising from delay except such expenses as would be recoverable in principle in English law and practice under the York-Antwerp Rules 1977 This extension may be cancelled by us or by you giving seven days notice. We agree to reinstate this insurance subject to agreement between you and us prior to the expiry of such notice of termination as to a new rate of premium and/or condition and/or warranties.

	<p>Whether or not notice of cancellation has been given, this insurance shall terminate automatically upon the occurrence of any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion, other like reaction or radioactive force or matter wheresoever or whensoever such detonation may occur and whether or not the vessel may be involved; upon the outbreak of war, whether there be a declaration of war or not, between any of the United Kingdom, United States of America, France, the Union of Soviet Socialist Republics, the Peoples Republic of China; in the event of your vessel being requisitioned either for title or use.</p> <p>In the event of cancellation by notice or of automatic termination a pro rata net return of premium shall be payable to you.</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 and we shall make a pro rata daily net return of premium.</p> <p>We may cancel at any time by 30 days' notice to you or otherwise by mutual agreement when a pro rata daily net return of premium shall be made.</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. reply to you within four weeks; and 2. 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>

SPECIAL FRENCH ENDORSEMENT

THIS ENDORSEMENT ONLY APPLIES:

- (A) IF THE CRUISING AREA IN YOUR SCHEDULE INCLUDES FRENCH TERRITORIAL WATERS (INCLUDING THOSE OF A FRENCH OVERSEAS DEPARTMENT AND FRENCH TERRITORIAL COLLECTIVES); AND
- (B) AT THE TIME OF ANY LOSS OR DAMAGE COVERED BY THIS ENDORSEMENT OCCURRING IS IN SUCH AN AREA; AND
- (C) THE SUM INSURED OF THE VESSEL SHOWN IN YOUR SCHEDULE IS LESS THAN 1 MILLION EURO OR THE EQUIVALENT ANY OTHER CURRENCY.

This Endorsement overrides GENERAL EXCLUSIONS in your Policy of Insurance but only whilst your Vessel is in the National Territory of France, French Overseas Departments and French Territorial Collectives.

1. ENDORSEMENT

Where insurance contracts insure against fire damage to property on the national territory and damage to land motor vehicles, the insured is also covered for direct material damage to insured property sustained on the national territory caused by terrorist attacks as defined in articles 421-1 and 421-2 of the French Penal Code.

Repair of material damage, including the costs of decontamination and the repair of immaterial damage caused by such damage are covered within the limits of the deductible and the limit for fire damage set by the contract.

In the event that decontamination of real estate property is necessary, indemnification of the damages, including the costs of decontamination, shall not exceed the market value of the building or the amount of the insured capital.

Moreover, if the insured is covered for business interruption, this cover is extended to the damage caused by terrorist attacks, in accordance with the terms of the corresponding contract.

This cover does not apply to the decontamination of debris and the containment of such debris.

Any clause to the contrary is deemed to be unwritten.

A decree of the "Conseil d'Etat" determines the possible dispensations or exclusions applicable to contracts covering large risks defined in Article L.111-6 with regard to the insurability of such risks.