



## ABOUT OUR INSURANCE SERVICES

### PLAIN LANGUAGE INSURANCE POLICY FOR BUILDERS RISK

#### Demands and needs

We have not provided you with a personal recommendation as to whether this policy is suitable for your specific needs. You require insurance to cover loss or damage to your pleasure craft and your liability in respect of that vessel during construction 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 Conditions Precedent, Limitations and other Terms of the Policy, a specimen of which is available on request at the address shown below and is subject to any additional cover [Endorsements] that may have been agreed.

We and other companies processing your data 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.

We would remind you 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 one of the world's largest insurance groups.

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

Groves, John & Westrup Limited's head office is:

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

Groves, John & Westrup Limited are supervised by the United Kingdom Financial Conduct Authority Firm member number 310496.

<b>Law</b>	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"> <li>• 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</li> <li>• 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</li> <li>• if the above does not apply, the law of England and Wales.</li> </ul>
<b>Premium</b>	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.
<b>Language</b>	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.
<b>Jurisdiction</b>	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.
<b>Period of Insurance</b>	We insure you for a period of 12 months unless your quotation and schedule provide otherwise.
<b>Cover</b>	We cover loss or damage to vessels in the course of construction caused by: accidents; latent defects in the vessel; negligence; theft of the entire vessel; theft of any part of the vessel or any part which is to form the vessel provided at the time of the theft the part is either securely fastened to the vessel and in the case of an outboard motor locked on by an anti-theft device in addition to its normal method of attachment or is inside a locked compartment on board the vessel or in a locked building ashore and there is evidence of forcible and violent entry or exit or loss during business hours; malicious acts of third parties; lightning, earth quakes and volcano.
<b>Exclusions to Cover</b>	<p>We do not cover loss or damage to vessels caused by: wear, tear or depreciation, insects, marine borers, barnacles or marine growth; rodents; corrosion, rust, mildew, rot, dampness or weathering; electrolysis, osmosis, civil, criminal or administrative proceedings, action by Customs officers or executive actions of a government or government department unless arising out of an event which is covered by the Policy; war, civil disturbance and terrorism.</p> <p>We do not cover damage to the vessel's canopies and protective covers caused by the wind or to the vessel's sails caused by splitting or being blown away whilst hoisted or unfurled in use unless caused by damage to the spars to which the sails are attached or the stranding, sinking or fire of the vessel or impact between the vessel and any external substances excluding water. We do not cover damage to the vessel's machinery caused by freezing unless the machinery has been protected by an anti-freeze mixture which has</p>

	been inserted in accordance with the manufacturer's specification.
<b>Places of Insurance</b>	We cover the vessel at the builder's yard and at the builder's premises stated in the Schedule and elsewhere within the port or place of construction at which the builder's yard is situated and also at sub-contractors works and premises and within the port or place of construction where the sub-contractor's works are situated. We also cover the vessel and parts of the vessel in transit between the builder's yard and premises and sub-contractors works and whilst in transit within the port or place of construction at which the builder's yard is situated. Unless agreed to the contrary we do not cover the vessel in transit to or from any other place.
<b>Period of Insurance</b>	We insure the vessel and any item of the vessel from the time of either the commencement of the period of insurance as stated in the Schedule or if later the allocation of any item to the vessel or delivery of any item to the builder or sub-contractor for fitting to the vessel until the expiry date mentioned in the Schedule.
<b>Amount Payable</b>	<p>We will pay the costs of the actual manufacture of the vessel or the cost of an item plus 15% or such other percentage as shown in the Schedule up to the time of loss if the vessel or an item is totally lost or destroyed or the cost of recovering and/or repairing the vessel or an item will exceed the actual cost of manufacture of the vessel or an item plus 15% or such other percentage shown in the Schedule.</p> <p>We will not pay more than the sum insured for the vessel.</p> <p>For partial loss we will pay either where repairs are undertaken the reasonable cost of recovering the vessel or an item and the reasonable cost of effecting the repairs less the excess or where repairs are not undertaken at the end of the period of insurance or such later time as we agree in writing the reasonable cost of recovering the vessel or an item and the diminution in market value by reason of the unrepaired damage up to the reasonable cost of effecting repairs.</p> <p>We do not pay the cost and expense of rectifying, repairing or replacing: faulty welds; a fault in design or construction; or any part which is subject to a fault in design or construction or to a latent defect; defective workmanship carried out or materials provided.</p> <p>We shall also be entitled to deduct at our sole discretion a reasonable amount from the cost of repairs or replacement to take account of any betterment or increase in value to the vessel arising out of repairs or replacement.</p>
<b>Additional Sums Payable</b>	<p>We will pay the reasonable costs of averting or minimising loss if we would be liable for loss or damage to the vessel under the Policy.</p> <p>We will also bear the cost of removal of any wreck of the vessel from any place owned, leased or occupied by you. We will pay the reasonable cost of inspecting the bottom of the vessel after grounding even if no damage is found and the costs and expense arising out of a failure to launch.</p> <p>We will also cover additional costs of fuel, insurance, wages, stores, provisions and port charges incurred solely for the purposes of landing for the vessel's sick or injured persons or stowaways, refugees or persons saved at sea.</p> <p>We will also cover you for the additional expenses brought about by the outbreak of infectious disease onboard the vessel.</p> <p>We will cover you in respect of fines imposed on the vessel or upon any master or crew member who is reimbursed by you for any act or neglect, or breach of any statutory regulation providing that the fine was not incurred through neglect, failure or default of you, your servants or agents and the master or crew member.</p> <p>The additional amounts payable are subject to the excess.</p> <p>The total amount recoverable under the additional sums payable any one event is limited to the final contract price of the total building cost plus 15% whichever is the greater less in all cases the excess.</p>
<b>Additional Cover</b>	We allow you to proceed to and from any wet or dry dock, harbour, way, cradle and pontoon within the port or place of construction and to proceed under the Vessel's own power, loaded or in ballast, as often as required, for fitting out, docking, trials or delivery within a distance by water of 100 nautical miles of the port or place of construction providing you give us prior written notice and we agree any additional premium and other terms.
<b>General Exclusions Applicable To The Policy</b>	<p>We do not cover loss, damage or liability arising from ionising radiations, radioactive, toxic, explosive or other hazardous or contaminated 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 electro-magnetic weapon or the use or operation as a means for inflicting harm or any computer or computer program.</p> <p>We do not cover physical loss or damage, any legal liability directly or indirectly occasioned by or happening through war, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, nationalisation, requisition or seizure by order of the government or any public authority.</p>
<b>Limit</b>	<p>In respect of loss of or damage to your Vessel 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.</p>
<b>What to do if you need to make a claim</b>	<p>We 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 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 our 24 hour claim help line number 0151 473 8099 and a claims adjuster or surveyor will be on hand to offer help.</p> <p>The number 0151 473 8099 may also be used by you to relay messages between family, friends and business contacts in the event of an accident.</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. He 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 that the incident does not give rise to a claim recoverable under the insurance policy provided, or only part of the cost of repair or reinstatement is recoverable, we will give you a full explanation in writing.</p>
	<p>On receipt of a completed claim form, and if the claim is recoverable, we will, on provision of written estimates of repair inform you that we have no objection to repairs proceeding at which time we will advise you as to any reservation we might have as to cost of repairs. Instruction for repairs must be given by you and you are responsible for payment of all repair bills. To assist you, however, we are prepared to make direct payments to repairers providing that you are fully satisfied with the repairs and authorise us to do so.</p> <p>We do not have approved repairers but will authorise you to proceed with a particular repair yard on the basis of estimates being fair and reasonable in amount. Under the policy we have the absolute right in our discretion to decide where property is to be repaired but it is unusual for us to veto any particular repairer it being our practice to accommodate, as far as possible, your own choice of repairer. In the event of a total loss of your yacht or motor vessel or if it is not capable of being repaired within the Sum Insured we will, subject to terms and conditions of the policy, pay the full sum insured. Our policy is a valued policy where payment is made on the basis of the Sum Insured. You should therefore ensure that the sum insured that you have chosen adequately reflects the value of your vessel and you should review this annually.</p> <p>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 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>
<b>Cancellation</b>	<p>We give you a "cooling off" period of 14 days from the time you receive the policy. If the Policy and Schedule do not provide you with the protection you want and you do not want to continue with the insurance, you may cancel the policy within this period and we will return part of the premium retaining a proportionate part of the premium for that period for which we have been on risk provided no claims have been made.</p> <p>If you sell your vessel the policy is automatically cancelled from the date of transfer of the ownership and we will return to you the premium in respect of the expired period less a service charge of £25.</p> <p>We may cancel the Policy at any time for cause by 14 days' written notice of cancellation given to you except in the case of war, civil disturbance and Terrorism when we may cancel on seven days' notice.</p>
<b>Complaints</b>	<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 Complaints 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 Team, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent, ME4 4RN- e-mail complaints@lloyds.com, telephone no: 0207 327 5693, facsimile: 0207 327 5225 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 €2,000,000 or a charity with an annual income of less than €2,000,000 or a trustee of a trust with a net asset value of less than €2,000,000, you may then approach the Financial Services Ombudsman, Exchange Tower, London, E14 9SR telephone number 0800 0234567, facsimile 0207 9641001, 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"> <li>1. acknowledge your complaint within five days</li> <li>2. resolve your complaint within two weeks after which you may refer your complaint to Lloyd's before referring the matter to the Financial Ombudsman Service.</li> </ol> <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>
<b>Compensation</b>	<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. In addition, the Lloyd's Central Fund is available to meet claims at the discretion of the Council of Lloyd's.</p>

Groves, JohnGroves, John