

This policy including all endorsements, attachments, amendments & renewals is a contract between Amlin Underwriting Ltd, Lloyd's Syndicate 2001, FSA# 204918 & the named Assured(s) based on submitted proposal form & details which must be kept up-to-date over the entire insured period with all changes notified. This insurance is available only to private individuals permanently resident in the UK/CI & only privately owned craft permanently based in UK/ CI.

**The main provisions** are: Proposal assured must complete truthfully and fully with all known information. Schedule details the items covered or where blank not insured. Policy, endorsements, attachments & enclosures including 'About Us + Keyfacts' all forming part of the contract.

**Definitions:** Assured must be the owner(s) of craft & all named. Sum insured is the maximum which will be paid. Exclusions: those items, persons & situations the policy does NOT cover. Warranties & Conditions: those items the Assured must comply with for the insurance to be valid.

**Main EXCLUSIONS:** This policy does not insure the following: Craft over 18'. sailing craft, canoes, kayaks, sculls or boards of any type. Craft using motors exceeding 11 h.p. Craft used as tenders, or, left on mooring or afloat unattended, Craft or outboards left unattended (i.e. out of sight of owner) other than in locked building or car or caravan [ but where craft is not an inflatable or R.I.B. they may be stored in securely fenced & locked clubs, boatyards & private residences]. Also not covered are any craft left unattended at excluded clubs or locations listed overleaf. See also additional exclusions below & overleaf.

### Section I Loss of or damage to the craft gear & equipment

Underwriters will at their option pay to replace or repair loss of or damage to the craft & equipment up to the maximum scheduled sums arising from external accidental causes including fire, lightning, collision, vandalism, flood, grounding, transit, sinking from an insured peril, theft of craft or equipment following forcible entry or removal by force from locked premises. Also covered whilst in transit or used on inland & coastal waters of the UK/CI plus after transit by road/rail/ship or plane thereto coastal & inland waters of CI/IoM/Swiss/Norway/continental EU countries up to 90 days a year. Total loss of entire craft sum Underwriters will pay is limited to lower of the new cost or Maximum Sum Insured for craft up to 12 months old or current market value, if lower, thereafter. Partial loss, Underwriters have the right to decide what repairer/supplier is used and must be allowed to agree estimates first & will then pay the reasonable cost of repairing or replacing like for like up to scheduled sums less applicable policy excess &/or deductions new for old at Underwriters discretion Outboards valued as per Threestrokes Guide current used prices. Reinstatement as nearly as reasonably practicable to be deemed sufficient even though the former appearance and condition of the property may not be precisely restored.

**Emergency Fees** up to £5,000 of doctors, surgeons and ambulance for first 24 hours after an accident for emergency attendance to named Assured for personal injury directly caused by violent external visible accident aboard the insured craft.

### Additional EXCLUSIONS – Underwriters will not pay for or in the respect of:

- (a) theft or vandalism, loss or damage unless reported to police within 24 hours of discovery.
- (b) loss of use or personal expenses unless agreed first by Underwriters, or loss of value due to being repaired.
- (c) minor scratching/ bruising in transit, trailer damage from road shock or tyre puncture or from lack of maintenance causing weld or suspension failure.
- (d) cost of making good or remedying any fault in design, construction, material or inefficacy of previous repair or cost or expense incurred due to betterment or alteration in design/model/construction or material of craft or any component or cessation of production of any component.
- (e) ownership or use of craft for any activity for which a charge or payment is made to owner or others, or, craft owned or used by; companies, schools, authorities, clubs, groups, associations or who earn from involvement in boating trade or teaching, charter, hire, boatbuilding, sailmaking, brokerage or sponsorship unless first agreed in writing. (Unpaid or uncharged for instruction and sponsorship is not excluded).
- (f) loss, damage, expense or liability arising from; capture, seizure, arrest, restraint or detainment, war, civil war, revolution, rebellion, insurrection, civil conflict or from ionising radiations from or contamination by radioactivity or nuclear activity, or loss caused by trick, deception, fraud or insolvency.
- (g) willful misconduct or lack of due diligence of the Assured to which he/she consents; or confiscation by Government Agencies.
- (h) OUTBOARD – excluding cover to or use of outboards in excess of 11 horsepower or theft claims where serial number isn't provided.
- (i) Inflatables are not covered for puncture repair nor degradation of the hull material.

### CLAIMS

**Claim instruction** sheet tells you what to do if accident or theft so important to read it now & the following:

- NEVER admit or accept liability, it could void your policy. Instead use tear-off section of yellow Claim Advice Form.
- RETAIN all damage, however small, as inspection may be required and without it the claim could be void.
- PHONE 01424 718811 – or – FAX 01424 445043 – or – www.newtoncrum.com (click claims) without delay to provide details.
- OBTAIN witness details and where possible a statement if third party involved and photos and sketch where applicable.

**CLAIM CO-OPERATION.** The Assured shall render to the Underwriters all possible aid in obtaining information and evidence should they take proceedings in the name of the Assured at their own expense to recover compensation or secure indemnity from third party.

**REPAIRS & REPLACEMENTS** - obtain advice from us first, quotations may be obtained without delay but do not proceed until insurers have confirmed acceptance of the quotation(s) or alternatives. Failure to adhere to this may void your claim. All damage must be retained for inspection.

### SECTION II Liability to others

Underwriters will indemnify the Assured in respect of claims which the Assured shall by reason of interest in the insured craft not otherwise excluded become legally liable to pay and shall pay including law costs for defence and marine salvage agreed in advance. The indemnity payable in respect of any one accident or series of accidents arising out of the same event shall be limited to the sum stated in the schedule. All borrowers of craft &/or crew automatically become additional named assureds whilst on or about the insured craft. This policy does not confer any enforceable rights to any third party notwithstanding the provision of the Contracts (Rights of Third Parties) Act 1999.

### Additional Exclusions applicable to SECTION II:

Excluding liability arising out of the transit (by road or otherwise) of the craft in or on any mechanically propelled vehicle, watercraft or conveyance or arising under circumstances where any road traffic legislation would apply. (Note - when carried on or towed behind a vehicle the liability to others must be insured by the vehicle's insurers). Excluding liability to assured or any other owner of the insured property or Assureds property or property in the care custody or control of the Assured. Excluding also any claim arising directly or indirectly from any accident to or illness of workmen or any other person employed in any capacity whatsoever by the Assured (or any other person to whom the protection of this insurance is afforded) in, on, about, or in connection with the craft. Excluding punitive or exemplary damages. Excluding claims arising out of unseaworthiness of craft, gear or equipment.

## The following warranties & exclusions also apply, *please read carefully.*

### WARRANTIES: NO INSURANCE is provided UNLESS you have complied with the following:

**Craft** –(other than inflatables)\* unattended overnight must be stored locked at home or inside locked building/vehicle or locked boat club/marina compound  
All craft must be **permanently marked** with makers HIN number or owner's postcode and this provided in event of theft. Oars & loose gear must be stored in home or inside locked vehicle or locked building – never left on or under boat overnight.

\* **Inflatables** must be stored only inside a locked building, locked caravan or vehicle when unattended & permanently marked with owner's post code.

**Trailer-** must be **itself** wheel-clamp or hitch-locked or stored in locked building in addition to being marked with owners postcode.

**Trolley** – must be marked with owners postcode

**Outboard when unattended** must be locked inside locked vehicle/caravan or locked building.  
Serial number must be provided in event of theft or claim not accepted.

**Tie down** – Warranted craft which this policy allows to be left unattended in secure locations overnight or longer are securely tied down to stakes/bolts/etc in addition to chocks, trolley or trailer – this security to be checked not less than once a month throughout the year. Craft kept on racks, piers, jetties which public can access must be locked down thereto (structure itself or ringbolts or similar secure points).

**Personal Buoyancy** – Warranted one aid per crew member must be made available and crew requested to wear such.

### Additional EXCLUSIONS applicable to all sections of cover

**MOORING: NO** insurance is provided for craft **left unattended afloat** (unattended meaning assured not close enough to keep it under constant visual observation so as to prevent unauthorised interference with it or theft or damage from weather or sea conditions).

**EXCLUDED LOCATIONS:** No insurance is provided to craft stored overnight (other than at private homes) at: **ABERSOCH, Bexhill, Blackpool, Brighton, Broadstairs, Christchurch** (except Christchurch Sailing Club compound), **Fairlop Water, Herne Bay, Highcliff, Mudeford, Pevensey Bay, Royal Plymouth Corinthian Yacht Club, Seaford Coast, Whitstable &/or Tankerton Bay**  
**or at Sailing Clubs: Broadstairs, Catamaran YC, Fairfield G&SC, North Herts East Beds SC, Tewkesbury SC.**

**FLOOD – TIDAL SURGE – NO INSURANCE** is provided for loss or damage due to flood or washing away where craft left in area known to have flooded or tidal surge over past 5 years, enquiry must be made as ignorance is no excuse.

**DETERIORATION** – Excluding loss or damage caused by or resulting from: wear and tear, deterioration, weathering, chafe, vermin, insects, fungus, rust, rot, corrosion, fatigue, delamination, glue or resin bond failure or wearing through.

**MAINTENANCE** – Assured **must** inspect craft not less than once a month throughout the year to check all including that cover in place, hull bailed out, tying down secure. Maintenance & renewal must be continuous.

### Specifics

**LOANING boat.** The policy extends, other than where exclusions (f) through (i) apply, to cover loan of craft to family and friends where enquiry has determined they do not have record of boating losses or claims. While the craft is on loan all users become additional named Assureds and except for Assured's immediate family the policy excess is doubled during such periods.

**EXCESS** is the first portion of every claim, other than total loss of entire outfit, the Assured must pay. The excess is shown on the schedule and for craft over 8 years old it may be doubled for age. The excess is (further) doubled for claims arising outside the UK

**PERSONAL EFFECTS.** Where premium paid for this extension it covers the Assured's own clothing, waterproofs, buoyancy, camera, watch, spectacles, kit bag, tools & toolbox etc. **EXCLUDING**, however, consumable items, cash, credit cards, cycles, fishing gear or any electrical telephonic or computing devices. Excluding loss arising out of; damp or theft unless items within locked: vehicle, caravan, building or within boat clubhouse.

**OTHER INSURANCE.** This insurance shall in all cases act as excess cover, not co-insurance or primary cover to any other insurance.

**DISCLOSURE & MIS-STATEMENT.** If this policy or any renewal has been obtained through omission to state any material fact, claims or through mis-statement by Assured or anyone acting on their behalf or if any claim shall contain any untruth/suppression of fact or exaggeration, this policy and any renewal thereof is null and void and all benefits and rights forfeited.

**CANCELLATION.** Should the premium payment fail to clear the policy/renewal is automatically void retrospectively. If cancelled by the assured with no claim made in the current period, a refund of the premium and tax portion only will be allowed calculated at 50% where policy has run for less than 30 days, 25% up to 60 days, nil thereafter but for transfer credit to new owner or another policy with NCI a special credit will be allowed. Cancellation by Underwriters refund is pro-rata. The policy automatically terminates on sale of the insured matter. Cancellation made by the Assured giving 10 days written notice to Newton Crum, Underwriters by 10 days notice recorded delivery to Assureds last known address.

**Data Protection, Complaints & Renewal** details are set out on 'About Us + Keyfacts' form which forms part of this document.

**Law,** the law applicable to this contract shall be subject to English Law.

**THE DUE OBSERVANCE AND FULFILMENT** of the terms, conditions, warranties contained herein or endorse to this policy and schedule by the Assured shall be a condition precedent to any liability to provide indemnity under this policy.