

NEWTON CRUM small Motorboat, Inflatable & Rowing Dinghy INSURANCE POLICY

SMB20a

This policy including all endorsements, attachments, amendments & renewals is a contract between Lloyds Syndicate AML/ 2001 which is wholly owned/managed by MS Amlin Underwriting Ltd., 122 Leadenhall Street, London, EC3V 4AG Financial Conduct Authority reg. no. 204918 & Society of Lloyd's no. 01901D and the Named Assured(s) based on submitted details & proposal which must be true & complete and all later changes to these details over entire insured periods which effect the risk, location, use, etc. or any claims must be disclosed without delay to Newton Crum Insurance including any changes in condition, storage site ashore, significant modification, or any intended prosecution of or actual criminal charges or convictions including fraud or dishonesty of any persons owning or likely to use the craft. Failure to promptly disclose above will invalidate the insurance and exclude all claims as these conditions are precedent to liability attaching to insurers.

MOST IMPORTANT – This insurance is only available:

- [] to private individuals permanently resident in UK/CI who are not involved in any commercial aspect of marine trade or commercial boating or sales, brokerage, boatyard, hire or paid instruction.
- [] for privately owned, privately used craft permanently based in the UK/CI which are not used for any commercial, hire, charter, or paid/charged for use.

SPECIFIC EXCLUSIONS applicable to this policy: This policy does not cover any craft:

- ___ left unattended on any mooring, mud or half-tide or similar berth afloat
- ___ over 18' in length overall
- ___ sailing craft
- ___ canoes, kayaks, sculls or boards of any type
- ___ craft used as tenders
- ___ using outboard motors over 11 h.p.
- ___ stored overnight other than as specified in Storage sections below
- ___ excluding all craft using or fitted with hydrofoils or winged rudders or kites or skates.

Please read complete policy especially exclusions, definitions, promises & duties of assured & revert to Newton Crum if you have any questions.

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

Underwriters will at their option pay to replace or repair loss of or physical damage to the craft & equipment up to the maximum scheduled sums arising from **ALL RISKS of external accidental causes including: fire, collision, transit, falling trees/branches/tiles, vandalism, storm, flood, grounding, sinking, theft of craft** & following forcible entry or removal by force theft of gear and equipment; whilst ashore, in transit or used on inland & coastal waters of the UK + after transit by road/rail/ship or plane thereto coastal & inland waters of CI/IoM/Ireland & continental European countries up to 90 days a year. Total loss of entire craft the sum which Underwriters will pay is limited to the new cost up to Maximum Sum Insured in schedule for craft up to 12 months old or current market value, if lower, thereafter. Underwriters retain the right to decide what repairer or supplier is used and must be allowed to agree estimates first, and will then pay the reasonable cost of repairing or replacing like for like items lost or damaged from an insured peril up to the scheduled sums less applicable policy excess but covers & perishable items may be subject to new for old deduction of 10% a year up to a maximum of 50%. Outboards valued per Threestokes Guide. 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.

EXCLUSIONS applying to all sections + specific classes & conditions see overleaf – **Underwriters will not pay for or in the respect of:**

- theft or vandalism loss or damage **unless** reported to police within 24 hours of discovery & police reference obtained & provided.
- ownership or use of craft for any activity for which a charge is made or payment to owner or others; or craft owned or used by companies, schools, authorities, clubs, groups, associations. Owners employed in any aspect of boating trade, teaching, charter, hire, boatbuilding, sail making, brokerage or sponsorship are excluded unless specially agreed in writing. (Unpaid use for instruction/sponsorship is not excluded).
- any claim whilst craft is used as a tender to or for another craft or yacht (unless specially agreed in writing).
- any claim whilst craft is participating in a race.
- loss or damage as a result of or caused by or arising from: wear and tear, deterioration, weathering, chafe, vermin, insects, fungus, rust, rot, corrosion fatigue, delamination, glue or resin bond failure or craft or part thereof being unsound or unseaworthy.
- inflatable puncture repair nor degradation of the hull material.
- loss of use or personal expenses or consequential loss unless agreed first by Underwriters, or loss of value to craft due to it being repaired.
- scratching or bruising in transit or trailer damage from road shock or tyre puncture/weld or suspension failure or from lack of maintenance.
- denting or cost of repainting or additional transport recovery or contingent costs or those arising out of failure of transporter to start or complete safe delivery or as a result of any excluded cause.
- covers split by the wind or blown away unless damaged by a solid object or breakage of the frame to which they attach.
- cost of making good or remedying any fault in design, construction, material or inefficacy of previous repair; 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.
- loss, damage, expense or liability directly or indirectly arising from: capture, seizure, arrest, restraint or detainment, war, civil war, terrorism, revolution, rebellion, insurrection, civil conflict or commotion, or from ionising radiations from or contamination by radioactivity or nuclear activity from any source or cause or weapon or device or properties.
- loss or damage is also excluded if caused by trick, deception, fraud or insolvency on or of the assured.
- Excluding any craft having a maximum speed under fitted motor in excess of 12 knots.
- willful misconduct or recklessness of assured or users including but not limited to conduct when under the influence of alcohol or drugs; or lack of due diligence of the Assured or un-seaworthiness; confiscation by Government Agencies; or any incident that occurs outside the period of insurance.
- craft carried on roof rack unless craft, roof rack, and road vehicle are fit for that purpose; all lashings & fastenings secure & checked frequently.

- **MARINE CYBER EXCLUSION.** This clause shall be paramount and shall override anything in this insurance inconsistent therewith. 1. In no case shall this insurance cover any loss, damage, liability or expense directly or indirectly caused by, contributed to by or arising from: 1.1 the failure, error or malfunction of any computer, computer system, computer software programme, code, or process or any other electronic system, or 1.2 the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

EXCLUDED LOCATIONS: No insurance is provided to craft stored overnight (other than at private homes) at: ***ABERSOCH, Blackpool, Brancaster Staithes, Brighton, Broadstairs, East Lothian, Fairlop Water, Herne Bay, North Berwick, Pevensey Bay, Polly Steps, Royal Plymouth Corinthian Yacht Club, Seaford Coast, Whitstable &/or Tankerton Bay; or at Sailing Clubs: Broadstairs, Fairfield G&SC, North Herts East Beds SC, EXCEPT** as participant for the duration of their events where visiting craft are allocated safe secure monitored storage by host club.

***ABERSOCH** participation in organised events allowed where storage monitored 24/7 & arrangements made to move craft to safety during predicted or existing high tides/gales, overnight **never stored** less than 15' above highest flood/storm high tide line experienced past 6 years - owner must check. **SCOTTISH ISLANDS** storage of craft unless such have ferry or bridge connection to mainland or local repairer facility available.

HIGHCLIFFE, MUDEFORD & CHRISTCHURCH storage must be within the paid for club or council allocated dinghy parks (or at private home) never on mooring or any area where craft floats at high springs. Theft cover is excluded for craft, trailer & trolley left unattended unless they are permanently I.D. marked & the trailer is permanently secured by a WHEEL CLAMP LOCK, no other type is acceptable.

TEWKESBURY SAILING CLUB special condition loss or damage due to flooding is excluded if the owner has not moved his craft to safety where authorities or club have given flood warnings for that area the owner stores his craft. It is up to owner to frequently check this where conditions are forecast.

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

It is a condition (warranty) that the craft is not left on the beach at any point lower than the highest high spring/storm or surge tide mark experienced over the past 5 years nor does this insurance cover any loss or damage due to flood or washing away where craft left in area known to have flooded or tidal surged over past 5 years, enquiry must be made as ignorance is not a reasonable excuse.

Important Promises (warranties) & Conditions that must be complied with:

STORAGE:

Unsecured gear & fittings must be stored inside locked vehicle or locked building when left overnight – **never** left on or under boat.

Hull must be permanently marked with HIN number or owner's postcode for theft/loss cover to be operative & such advised to insurers in event of theft.

Craft (other than inflatables)* unattended overnight must be stored locked at home or inside locked building/vehicle/caravan or inside locked boat club, or marina compound. Where stored otherwise contact Newton Crum 01702 710041 for special acceptance & terms.

***Inflatables** must only be stored when unattended inside locked building/vehicle/caravan or whilst in transit locked to trailer or roof rack themselves.

Trailers must be wheel-clamp locked or stored in locked building or secure home storage & must also be marked with vehicle registration number or postcode.

Outboard must be locked to transom of craft if left unattended at all, but overnight must be stored inside locked vehicle or locked building **not** left on transom of dinghy. Serial number must be provided in event of theft or loss, otherwise no claim will be accepted.

Trolley must be marked with HIN or owner's postcode.

TIE DOWN – LOCK DOWN. Craft left unattended overnight **MUST THEMSELVES** be firmly secured to ground stakes/anchorage capable of withstanding all wind & saturation conditions on **BOTH SIDES** in addition to chocks & checked not less than once a month or where storm/severe weather warnings given. Craft kept in approved areas but on racks, piers or jetties which public can access must in addition be padlocked down thereto.

Excluding all craft using or fitted **with hydrofoils or kites or skates.**

SECTION II LIABILITY to others + Law costs & removal of wreck

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 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 £5,000,000 maximum all inclusive. All authorised borrowers of craft &/or crew automatically become additional named assureds whilst on or about the insured craft. Moorings themselves are not covered by this policy.

Underwriters will, subject to prior agreement, indemnify up to £1,000,000 for expenses properly incurred by the Assured in connection with Official Inquiries, Coroner's Inquests including settling or defending such claims and for the cost of any necessary attempted or actual raising, removal or destruction of the wreck of the craft or pollution claims arising from an insured peril accidental cause and incurred with the prior consent of Underwriters so long as craft had been fully & properly maintained.

This policy does not confer any enforceable rights to any third party notwithstanding the provision of the Contracts (Rights of Third Parties) Act 1999.

EXCLUSIONS applicable to SECTION II:

Excluding liability from transit of the craft in/on any mechanically propelled vehicle, drone, watercraft or conveyance or arising under circumstances where any road traffic legislation would apply. (Note - when on or towed behind a vehicle liability to others must be insured by the vehicle's insurers). Excluding liability to assured or any other owner of the insured property or Assured's 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 un-seaworthiness of craft, gear or equipment or from Kite-boarding or Skateboarding or the towing of water toys/rings or the use of drones.

CONDITIONS PROMISES (warranties) owner must comply with + definitions.

MAINTENANCE of craft, gear & equipment & storage at all times is a prime ongoing obligation of paramount importance of the Assured & all users to achieve & maintain all in a completely safe, secure, sound & seaworthy condition fit for purpose both when stored &/or cruising in all waters used + weather conditions forecast. 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, hull/deck frequently checked to determine no rot, corrosion, stress cracking

LOANING - This policy extends to also cover loan of craft to family & friends where enquiry has first determined they do not have record of boating losses or claims (if they do, contact Newton Crum for terms) & owner is satisfied they have had adequate instruction & experience to manage craft in complete safety. Note that no hire fee or charge may be made or paid for any loan. While the craft is on loan all users become additional named Assureds & except for Assured's immediate family, the policy excess is doubled during all such periods of loan. Note that this extension is subject first to the application of ALL exclusions & warranties & conditions applying at all times.

BUOYANCY – It is required that one aid per crew member must be made available and crew requested to wear such.

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 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.

You must tell Newton Crum of any changes which affect your policy which have occurred at any time since original details provided for quotation & policy production. If you are not sure what facts are relevant just phone 01702 710041 to speak to our staff who hold your full file details.

PROPOSAL FORM assured(s) must complete truthfully & fully with all known information & disclosure kept up to date while insured.

DUE OBSERVANCE & FULFILMENT of the terms, conditions & promises (warranties) by the Assured is a condition precedent to any liability to provide indemnity under this policy which is subject to the Marine Insurance Act 1906, The Insurance Act 2015, and to the Consumer Insurance (Disclosure & Representations) Act 2012.

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.

CLAIM INSTRUCTION - yellow sheet telling you what you must do if accident/theft so important you read it now.

CRAFT means the boat and its fixed gear and equipment such as usually included in the 2nd hand sale, but not personal effects.

CRUISING RANGE is the maximum permissible range/countries & areas the craft may be used in.

EXCESS - is the first portion of every claim other than total loss of entire outfit the Assured must pay. The excess for craft over 12 years old may be doubled for age. The excess is (further) doubled for claims arising outside the UK & may be doubled where two or more unrelated owners separately use the craft.

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 or self-propelled devices or drones. Excluding loss arising out of damp or theft unless items within locked vehicle, caravan, building or within secure boat clubhouse.

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.**

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

EXCLUSIONS – those items, causes, persons & situations the policy does not provide insurance for or against.

CANCELLATION: When boat is sold/ownership transferred cover will cease automatically from date of sale or change. If assured taking out new or continuing other insurance or introducing new owner, a special refund credit may be provided. If premium payment fails to clear the policy or renewal automatically becomes void retrospectively. Cancellation by assured effective from date Newton Crum receives confirmed instruction or any date thereafter. If no claim has been paid or is outstanding a refund of the premium & tax portion only will be made on our pro-rata based scale where insurance has been maintained for over 12 months, otherwise calculated at 50% where policy has run for less than 30 days, 25% up to 60 days, nil thereafter. No payment will be made if the return premium due is under £8. Underwriters may cancel by giving 10 days notice to assured's last known address, return premium on pro-rata basis. Note the £12 documentation fee is separate & fully earned at inception and does not form part of the premium & tax component.

COOLING OFF PERIOD. If this cover does not meet your needs you may return this policy & schedule to Newton Crum within 14 days of receipt of the documents and we will give you a full refund of premium & tax paid so long as no claim has been made nor is outstanding.

POLICY, ENDORSEMENTS, ATTACHMENTS & ENCLOSURES all form part of contract, the schedule details the items covered but where blank are not insured. Sums insured = maximum sums that will be paid. **Exclusions = items, persons & situations the policy does not cover. Promises (warranties) & Conditions are those obligations the Assured must fulfil &/or comply with as a prime & absolute prior condition for the insurance to be valid. Non-compliance in full to these voids the policy &/or excludes all claims.**

DATA PROTECTION - We comply with Data Protection legislation in our need to process your personal (including sensitive) data & it is only on this basis we agree to act as fully explained on www.newtoncrum.com Privacy and Cookies policies which you can print out in full or phone/write for a paper copy. You have a right to see certain personal information we hold by contacting the Data Controller as explained in full on this Privacy policy page.

LAW & JURISDICTION - this policy is subject to English Law & the English Court has exclusive jurisdiction over any dispute arising.

RENEWALS - We use our best endeavours to contact you to ask if you wish to renew but no insurance will be renewed without your prior instruction.

COMPLAINTS - We sincerely hope you will never need to complain but should you feel that necessary we have a simple complaints procedure. First put details of your complaint by email (contact@newtoncrum.com), or post to 'Complaints Manager' at the address you have been dealing with (or by phone) and it will be replied to within 2 working days. If you are not satisfied with that reply, please state the reasons with a request for a Director to reply within 3 working days. If still unable to resolve the situation & you wish to make a formal complaint you can do so at any time by referring the matter to Complaints & Advisory Department, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent, ME4 4RN or Tel: 020 7327 5693 or complaints@lloyds.com. If they are unable to resolve your complaint it may be possible for you to refer then to the Financial Ombudsman Services, details of which will be supplied at appropriate time – note, the FOS requires that you have first provided us with the opportunity to resolve the complaint previously.

Terms of Business + Key Facts

History: We began boating over 75 years ago coming into insurance in 1956 specialising in private boat insurance ever since. Our attitude & philosophy are quite simple – we treat all boat owners as we would wish to be treated ourselves especially where claims are concerned.

Operation: We administer insurance on behalf of Lloyd's Underwriters including the collection & processing of premiums as agent for Underwriters under risk transfer arrangement – premiums received are deemed transferred to Underwriters immediately on receipt. We provide a specimen policy, please read through proposal form, quotation and specimen policy carefully as they form the basis of the contract, to make sure you comply with all requirements and the policy covers all your needs. Simply phone if you have any questions – we are fully manned to help.

Claims: We ensure claims are handled fairly, properly & quickly by our own in-house dedicated claims department acting on behalf of Underwriters. We offer both on-line & printed claim forms for ease of use with separate dedicated claims only phone lines 01424 718811. To help and prevent problems we also produce our yellow guide to claim procedure plus guide to preventing losses, this is provided free of charge with every policy and renewal. Underwriters will not unreasonably reject a claim but will take all circumstances into account.



about our insurance services

Newton Crum Insurance Agents Ltd. Reg. Office: Droxford House, Charles Road, St. Leonards-on-Sea, East Sussex, TN38 0JU
also at: 839 London Road, Westcliff-on-Sea, Essex, SS0 9TE

- 1. The Financial Conduct Authority (FCA).** The FCA 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.
- 2. Whose Products do we offer?** We only offer products from a single Lloyd's Underwriter.
- 3. Which service will we provide you with?** You will not receive advice or recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.
- 4. What will you pay for our services?** The rates shown on our quotations are always fully inclusive of Insurance Premium Tax where applicable and charges including our separate annual £12 fee covering processing of documentation, copies, amendments & payment processing costs.
- 5. Who regulates us?** Newton Crum Insurance Agents Ltd., addresses as above, is authorised and regulated by the Financial Conduct Authority. Our FCA Register number is 307035. You can check this on the FCA's Register by visiting the FCA's website www.fca.org.uk or by contacting the FCA on 0800 111 6768. Our permitted business activity is: arranging and assisting in the administration and performance of a non-investment insurance contract being a Regulated Activity.
- 6. Ownership of Newton Crum Insurance Agents Ltd.** Newton Crum Insurance Agents Ltd is a privately owned Limited Company.
- 7. What to do if you have a complaint.** We sincerely hope that you won't need this but simple to follow procedure for this is outlined above.
- 8. Are we covered by the Financial Services Compensation Scheme (FSCS)?** Private yacht insurance is not covered by the Financial Services Compensation Scheme.