

This policy including all endorsements, attachments, amendments & renewals is a contract between Lloyds Syndicate AML/ 2001 which is wholly owned/managed by MsAmlin Underwriting Ltd., The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AG Financial Conduct Authority reg. number 204918 & Society of Lloyd's no.01901D and the named Assured(s) based on submitted details & proposal form which must be true & complete + **all later changes to these details over entire insured periods** affecting the risk, location or other claims must be disclosed without delay also of any intended prosecution of or actual criminal charges or convictions including fraud/dishonesty of any persons owning or likely to use the craft, as failure to do so will automatically invalidate the policy & exclude all claims as will non-compliance with promises [warranties] detailed below.

This insurance is only available for privately owned craft permanently based in the UK/CI & to individuals permanently resident in UK/CI who are not involved in any commercial aspect of marine trade/commercial boating activity i.e. sales, brokerage, boatyard, hire or paid instruction.

Promises [warranties] & **claim instruction sheet attached** to this policy must be read in full now, both sides, as they detail important terms & conditions to be complied with and forms part of the policy contract.

Please read complete policy especially exclusions, 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, racing, 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 sailed/raced 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 spars, sails, rigging, foils and covers may be subject to 1/3rd new for old deductions unless "Extra cover" applies (i.e. where Assured has paid additional premium extension C "Extra cover" the policy extends to provide New for Old replacement cost value cover for spars, rigging, sails, foils & covers stolen or damaged beyond repair). 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 or event extending beyond daylight hours unless that event is fully manned with safety/rescue boats & personnel overseeing safety and recovery.
- ___ 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 [i.e. of spars evidenced by loose rivets, salt deposits or stress cracking showing replacement past due], fatigue, delamination, glue or resin bond failure or wearing through of mast tube at deck or base; or craft or part thereof being unsound or unseaworthy.
- ___ mast or boom loss or damage arising from a lack of maintenance such as failure to replace worn or corroded spars especially where already showing signs of loose rivets or fittings, corrosion cracks or wasting away of alloy, salt deposits etc see MAINTENANCE section below for full description and advice.
- ___ loss of use or personal expenses 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 or weld or suspension failure or any damage from lack of maintenance.
- ___ sails or covers split by the wind or blown away unless damaged by a solid object or broken spar to which they are set.
- ___ 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 owner.
- ___ 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.

EXCLUDED LOCATIONS: No insurance is provided to craft stored overnight (other than at private homes) at: ***ABERSOCH, Blackpool, 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. [see also Storage conditions below for certain other clubs].

***ABERSOCH** participation in organized 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.

MOORINGS: **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).

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 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:

- Sails & unsecured gear & fittings + Daggerboards & rudder assemblies** for Laser, Topper, Optimist & similar small dinghies must be stored inside locked vehicle or locked building when left overnight – **never** left on or under boat.
- Hull/foils/spars/sails** must be permanently marked with class number or owner's postcode for theft/loss cover to be operative.
- Inflatables, Kayaks/Canoes/Rowboats** must when unattended overnight be stored only inside locked building, locked caravan or vehicle (or during day locked to roof rack which itself is locked to vehicle) & permanently marked with owner's post code, but kayaks/canoes & rowboats in secure fenced premises are OK if locked to permanent structure/tree/caravan with a "Kaya-Lok", "Abus Blaster/Millennio or Phantom" make locking devices.
- Sailboards** must be permanently marked with owner's post code; board/sails/spars never left on roof rack that isn't itself locked to vehicle itself during day but overnight all items must be locked inside a vehicle, caravan or secure building and not left on car top even if locked thereto.
- Trailers** must be wheel-clamp locked or stored in locked building or secure home storage & must also be marked with boat number + 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 class and name of boat or owner's postcode.
- Craft** other than sailboards/kayaks/canoes & rowboats left unattended overnight must be stored at home or inside locked building or in a designated club or allocated compound that is known to have been safe over past 5 years from flood or tidal surge, your craft must be stored at least 3m above all previous flood or surge/storm high tide marks.
- 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 + when storm/severe weather warnings given. Craft kept in approved areas but on racks, piers or jettys which public can access must in addition be padlocked down thereto.
- 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.
- CLUBS & secure storage in TIDAL locations:** – 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.
- 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.

Additional EXCLUSIONS applicable to specific **CLASSES, MAKES & TYPES OF CRAFT**

- ___ **GP14, 505, ENTERPRISE** and similar shroud supported masted craft built pre - 1982 are not covered for loss or damage IF caused by pulling out of shroud anchorage or block especially due to failure of screws or fixings or of the wood backing itself; nor from grp hull and deck bonding failure.
- ___ **420** breakage of KAPPA section masts, or chain plate/hull moulding or bonding failure in craft outside makers guarantee period.
- ___ **SOLO**, Proctor C section masts unless collar and chocks fitted to prevent failure.
- ___ **LASER** failure of bonding between hull & deck or mast socket base or top or tube wear or bonding failure is excluded as is rudder loss unless safety line attached to hull to retrieve when rudder clip fails or alternatively clevis pin inserted in hole in pintle after attaching rudder.
- ___ **TOPPER** mast socket damage or failure due to wear or deterioration is excluded as is rudder loss unless safety recovery line fitted.
- ___ **RS400** wear & tear failure of shroud anchorage/backing plates/wood stiffener not remedied once hairline cracks, crazing, softness evident.
- ___ **RS FEVA** mast socket must frequently be checked to prevent known wear problem as wear and tear is excluded.
- ___ **RS TERA** hulls pre 990 produced by Rototek are not covered against mast socket/step failure.
- ___ **OUTBOARD** – excluding cover to or use of outboards in excess of 6 horsepower (unless specially agreed) or claims where serial number isn't provided.
- ___ **CANOES, ROW BOATS/KAYAKS** excluding craft over 19', rowing skiffs/sculls, coxed craft or white water or sea surfing use.
- ___ **SAILBOARDS** – excluding: wave/kite/skate boards or breakage of board from contact with water alone or scratching, wear, defacing of graphics or decals.
- ___ **INFLATABLE** hull(s) are not covered for puncture repair nor degradation of the hull material.
- ___ **Excluding** all craft using or fitted **with hydrofoils or kites or skates.**

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.

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.

CONDITIONS PROMISES(warranties) owner must comply with.

- 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 including rigging, shackles, chain plates checked before each sail, spars checked for signs of stress cracking or corrosion especially where rivets attach dissimilar metals and if such found or rivets loose or wood rot or softness or glue line separation found, such items must be renewed. Sail batten pockets repaired where starting to fray or wear through. Chain plates & rigging attachment blocks and attachment points to hull/deck must be frequently checked to determine sound and well fixed and attached with no hull stress cracking.
- Also mast sockets must be frequently checked throughout for chafe, wear at bottom, cracking and repaired/reinforced where found wanting.
- LOANING** - The policy extends, other than where exclusions prohibit, to cover loan of craft to family & friends where enquiry has 1st determined they do not have record of boating losses or claims (if they do contact Newton Crum for terms). 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.
- 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.

THE DUE OBSERVANCE AND 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 the Marine Insurance Act 1906 and to the Consumer Insurance (Disclosure and Representations) Act 2012.

LAW -This insurance shall be subject to English law and the English courts shall have exclusive jurisdiction.

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.

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EXCESS is the first portion of every claim other than total loss of entire outfit the Assured must pay. The excess for sailboards over 5 years old & dinghies over 8 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.

CANCELLATION. Should premium payment fail to clear the policy/renewal is automatically void retrospectively. If cancelled by the assured & no claim made in current period, a refund of the premium & 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 may be allowed. Cancellation by Underwriters refund is pro-rata. The policy automatically terminates on sale of the insured matter. Cancellation to be made by the Assured giving 10 days written notice to Newton Crum, Underwriters by 10 days notice 'signed for' delivery.

Cooling off period. If this cover does not meet your needs you may return this policy & schedule to us within 14 days of receipt of policy or start date of cover & we will give you a full refund of any premiums paid (unless a claim has been made) less deduction of the administration fee of £17.

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 fulfill &/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 Act 1998 in our need to process your personal (including sensitive data) & it is only on this basis we agree to act, such including claim processing which may require enquiry to law enforcement, government, survey or claim investigation offices. You have a right to see certain personal information we hold, contact "Data Controller" at Droxford House address.

Complaints: We sincerely hope you will never need to complain but should you feel that necessary we have a simple complaints procedure. 1st put the details of your complaint by email (contact@newtoncrum.com), or post to 'Complaints Manager' at the address you have been dealing with and we will reply 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, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Kent, ME4 4RN. or Complaints@Lloyds.com. If they are unable to resolve your complaint it may be possible for you to refer to the Financial Ombudsman Services whose details we will provide. note - the FOS requires that you have first provided us with the opportunity to resolve the complaint previously.

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Terms of Business + Key Facts

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.

Claims: We ensure claims are handled fairly, properly & quickly by our own in-house dedicated claims department acting on behalf of Underwriters - full details with every policy. Underwriters will not unreasonably reject a claim but will take all circumstances into account. To help prevent problems, a guide to preventing losses and what to do if an accident occurs is enclosed with every policy and renewal.



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 & charges including our separate £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.