

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.

Main EXCLUSIONS: This policy does not insure the following: Craft left on any mooring/mud/half-tide or similar berth or afloat unattended; craft over 18', sailing craft, canoes, kayaks, sculls or boards of any type or craft using motors exceeding 11 h.p., craft used as tenders or craft or outboards left unattended (i.e. out of sight of owner) other than in locked building or car or caravan (but where a craft is not an inflatable or R.I.B. they may be stored in securely fenced & locked clubs, boatyards & private residences-see "Requirements Conditions Exclusions" section also). Excluding also are craft left unattended at excluded clubs or locations listed below or as noted on the additional exclusions below & overleaf and excluding craft fitted with or using kites or skates.

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 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 up to 10% a year to a maximum of 50% at Underwriters discretion. Outboards valued as per Threestokes 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 and police reference obtained & provided.
- (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.
Excluding craft carried on roof rack unless craft, rack & vehicle are fit for that purpose & lashings/fastenings checked often both before and during transit.
- (d) 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.
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 or craft or part thereof being unsound or unseaworthy due to lack of maintenance or covers split or blown away unless damaged by a solid object or breakage of frame to which they are attached.
- (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 individuals who earn from involvement in boating trade, 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; excluding also loss caused by trick, deception, fraud or insolvency to or of the assured.
- (g) 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.
- (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.
- (j) 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).
- (k) 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), **East Lothian, Fairlop Water, Herne Bay, Highcliffe, Mundeford, 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, Tewkesbury 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).
Scottish Islands storage of craft unless such have ferry or bridge connection to mainland or local repairer facility available.
- (l) **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 no excuse.

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. Excluding towing of water toys/rings or similar or use of drones. 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 un-seaworthiness of craft, gear or equipment, or skate -or- kiteboarding use.

The following requirements, conditions & exclusions also apply, *please read carefully.*

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 inside locked boat club/marina compound if locked to a permanent structure/tree/caravan with a "Kaya-Lok" "Abus Blaster/Millennio or Phantom" make locking devices.
Oars & loose gear must be stored inside home or inside locked vehicle or locked building – never left on or under boat overnight.
All craft must be **permanently marked** with makers HIN number or owner's postcode and this provided in event of theft.
- ***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 locked or stored in locked building in addition to being marked with owner's postcode.
- Trolley** – must be marked with owner's postcode.
- 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.both sides 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).
- Buoyancy - It is required that** one aid per crew member must be made available and crew requested to wear such.
- 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 hull/deck must be frequently checked to determine sound with no rot or stress cracking.

+ Specifics & Requirements

- 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.
- Disclosure & Misstatement.** **If this policy or any renewal has been obtained through omission to state any material fact, claims or through misstatement 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 & Fulfilment** by the assured of the terms, conditions & promises (warranties) contained herein/endorsed hereto shall be a condition precedent to any liability on Underwriters to provide cover or indemnity under this policy to be applied in accordance with the Marine Insurance Act 1906 or where applicable the Consumer Insurance (Disclosure & Representations) Act 2012 or applicable current legislation.
- Law & Jurisdiction** this policy is subject to English Law & the English Court has exclusive jurisdiction over any dispute arising.
- 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.
- 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 & 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 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 fulfil &/or comply with as a prime & absolute prior condition for the insurance to be valid. Non-compliance in full to these will void cover & 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 subject to expenses fee, 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 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.

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 (if applicable) and 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 outlined under Complaints section of policy.
- 8. Are we covered by the Financial Services Compensation Scheme (FSCS)?** Private yacht insurance is not covered by the Financial Services Compensation Scheme.

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