

## NEWTON CRUM DINGHY POLICY D22c

This policy including all endorsements, attachments, amendments and renewals is a contract between Lloyds Syndicate AML2001 which is managed by MS Amlin Underwriting Ltd., 122 Leadenhall Street, London, EC3V 4AG, Financial Conduct Authority registration. no. 204918 and the Society of Lloyd's no.01901D and the Named Insured based on submitted details and proposals which must be accurate and complete.

Please read both this document and your schedule carefully to ensure that you are familiar with the cover and the terms, conditions and exclusions that apply. If any details are incorrect please let us know by speaking to our staff on 01702 710041 straight away.

### Please keep this document in a safe place.

#### Information you have given us

We have relied on the information you have given us. You must take care when answering any questions we ask by ensuring that all information provided is accurate and complete.

If we establish that you deliberately or recklessly provided us with false or misleading information we will treat this insurance as if it never existed and decline all claims.

If we establish that you carelessly provided us with false or misleading information it could adversely affect your insurance and any claim. For example we may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. We will only do this if we provided you with insurance cover which we would not otherwise have offered; or
- amend the terms of your insurance. We may apply these amended terms as if they were in place from the start of the period of insurance;
- or reduce the amount we pay on a claim in the proportion the premium you have paid bears to the premium we would have charged you;
- or cancel your insurance

#### We will write to you if we:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of your insurance; or
- require you to pay more for your insurance.

**You must advise us** of any changes during the term of the policy which affect the risk, i.e. location, use, etc. and any claims must be disclosed without delay to Newton Crum Insurance, also any changes in condition, storage, 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 may invalidate the insurance and affect the settlement of any claim.

**IMPORTANT - This insurance is only available to: private individuals permanently resident in United Kingdom or Channel Islands; 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 United Kingdom or Channel Islands which are not used for any commercial, hire, charter or paid/charged for use or paid boat-share.**

**No cover is provided for craft on moorings, mud berth or stored where they float at any point of highest spring or flood tides.**

**DEFINITIONS** - We use certain words throughout this policy which have specific meanings. **These appear in bold text.**

**Claim instruction** "Yellow sheet" telling you what you must do if accident, theft, etc. and also giving safety tips so important you read it now.

**Craft** means the boat, engine, machinery, equipment and fittings usually included when sold 2nd hand **but not:** personal effects (see below), fishing gear, nor consumables i.e. food, lubricants, fuel, paint, etc.

**Cruising range** - the maximum permissible range the craft may cruise subject to craft being designed and equipped to safely undertake such.

**Excess** - the first portion of each claim the insured must pay, applies to all claims/losses except total loss of the main craft itself. The basic excess for sailboards over 5 years old and dinghies over 8 years old may be doubled for age, and further doubled for claims arising outside the United Kingdom or where two or more unrelated owners own the craft.

**Exclusions** - those items, causes, persons and situations the policy does not provide insurance for or against.

**General conditions** are those obligations the Insured(s) must fulfil and comply with as an absolute prior condition for the insurance to be valid.

**Personal effects** are items which do not usually form part of a new boat's inventory. Where premium paid for this extension it covers the Insured's own clothing, waterproofs, buoyancy, camera, watch, spectacles, kit bag, tools and tool box. 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

**Policy** + endorsements, attachments and enclosures including important "yellow sheet" all forming part of the contract.

**Proposal form** - insured(s) with all owners named must be completed truthfully and fully with all known information and disclosure kept up to date for entire period insured

**Schedule details** - who and what is covered (where the section is blank then this is not insured), premiums, special terms or conditions and maximum sums insured.

**Storage** - the usual place craft stored ashore when not sailing – any change to this must be advised without delay.

**History:** Newton Crum began boating over 75 years ago coming into insurance in 1956 and specialising in private boat insurance ever since. Our attitude and 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 and 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 and yellow form 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 give us a call if you have any questions - we are fully manned not an online only operation.

#### **How to make a claim**

It is important that you notify us of any incident (irrespective of who may be to blame), that may lead to a claim, at your earliest opportunity. Our dedicated claim only phone lines are available Monday-Friday 9:00 am – 5:00pm on 01424 718811. Alternatively, you can email us at [claims@newtoncrum.com](mailto:claims@newtoncrum.com) or access our website [www.newtoncrum.com](http://www.newtoncrum.com) go to claims section. Underwriters will not unreasonably reject a claim but will take all circumstances into account.

**Yellow sheet.** To inform, explain procedure and help prevent problems, our yellow guide to preventing losses and what to do if an accident occurs is enclosed free of charge with every policy and renewal document. It is important to read that as soon as received.

#### **The Cover**

Subject to the terms, conditions and exclusions contained in this policy we will pay for the following occurring during the period of insurance.

#### **Loss of or damage to Insured Property**

**Underwriters will** at their option pay to replace or repair loss of or physical damage to the craft and equipment up to the maximum sums shown in your schedule 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 and following forcible entry or removal by force theft of gear and equipment; whilst ashore, in transit or sailed on inland and coastal waters of the United Kingdom + after transit by road/rail/ship or plane thereto coastal and inland waters of CI/IoM/Ireland and 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. Spars, sails, rigging, foils and covers may be subject to new for old deduction of 10% a year up to a maximum of 1/3<sup>rd</sup> unless "Extra cover" applies (i.e. where insured 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 and covers stolen or damaged beyond repair less only the basic policy excess). Outboards valued per Threestokes Guide. The reasonable replacement or repair shall be considered sufficient despite the former appearance and condition of the property not being precisely restored. Current market value shall be taken as the repaired value in ascertaining whether the craft is a constructive total loss.

**EXCLUSIONS applying to all sections + specific classes and 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 and police reference obtained and 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 and 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 or osmosis.
- 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.
- trailer damage from road shock, mechanical breakdown, tyre puncture, weld or suspension failure or any damage from lack of maintenance.
- sails or covers split by the wind or blown away unless caused 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 detention, war, civil war, terrorism, revolution, rebellion, insurrection, civil conflict or commotion.
- loss or damage is also excluded if caused by trick, deception, fraud or insolvency on or of the insured(s).
- any craft having a maximum speed under motor in excess of 12 knots.
- wilful misconduct or recklessness of insured or users including but not limited to conduct when under the influence of alcohol or drugs; or lack of due diligence of the insured or user; fines, punitive damage or 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 and fastenings secure and checked often.
- This policy will not provide any insurance cover or benefit and we will not pay any sum if doing so would mean that we are in breach of any

sanction, prohibition or restriction imposed by any law or regulation applicable to us.

**Excluding all craft using or fitted with hydrofoils, flight foil or winged rudders, or using kites or skates.**

**EXCLUSIONS applying to all sections + specific classes and conditions see below –**

**Underwriters will not pay for or in the respect of:**

**EXCLUDED LOCATIONS:** No insurance is provided to craft stored overnight (other than at private homes) at: \*ABERSOCH, Blackpool, Brancaster Staithe, Brighton, Broadstairs, East Lothian, Fairlop Water, Herne Bay, North Berwick, Pevensey Bay, Polly Steps, Royal Plymouth Corinthian Yacht Club, Seaford Coast, Whitstable, Tankerton Bay; or at Sailing Clubs: Broadstairs, Fairfield GandSC, 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 organized events allowed where storage monitored 24/7 and arrangements made to move craft to safety during predicted exceptional high tides/gales, also must always be stored not less than 15' above highest flood/storm high tide line experienced over the past 6 years - owner must check this before leaving boat there.

**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 insured not close enough to keep it under constant visual observation so as to prevent un-authorized 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.

**General conditions that must be complied with:**

**STORAGE:**

**Craft stored other than at owner's home or inside locked building must be checked at least every 30 days for security, tie down, etc.**

**Sails and unsecured gear and fittings + Daggerboards and rudder assemblies for Laser, Topper, Optimist and 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 inside locked building, locked caravan or vehicle (or during day locked to roof rack which itself is locked to vehicle) and permanently marked with owner's post code, but kayaks/canoes and rowboats in secure fenced premises are accepted if locked to permanent structure/tree/caravan therein.

**Sailboards and paddleboards** must be permanently marked with owner's postcode and board/sails/spars/paddles never left on roof rack that isn't itself locked to vehicle itself during the 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.

**All other craft** 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 and 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 and saturation conditions on BOTH SIDES in addition to chocks and checked not less than every 30 days + when storm or 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.

**HIGHCLIFFE, MUDEFORD and 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 and trolley left unattended unless they are permanently I.D. marked and 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.

**Trailers** must be wheel-clamp locked or stored in locked building or secure home storage and must be marked with boat 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 class and name of boat or owner's postcode.

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

~ **GP14, 505, ENTERPRISE** and similar shroud supported mastcraft 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 and 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 and 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 with sail numbers pre 1,000 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 at time of claim or loss.
- ~ **CANOES, ROW BOATS/KAYAKS** excluding craft over 19', rowing skiffs/sculls, coxed craft or white water or sea surfing use.
- ~ **INFLATABLE** hull(s) are not covered for puncture repair nor degradation of the hull material.
- ~ **SAILBOARDS** – excluding: wave/kite/skate boards or breakage of board from contact with water alone or scratching, wear, defacing of graphics-decals.

### **Extensions – these are covered automatically in your policy and shown in your schedule**

**a. Transit cover:** Physical loss of or damage to insured property whilst in transit, loading, unloading, craning is covered so long as craft is firmly tied/strapped down and trailer is in sound roadworthy condition but excluding scratching, bruising, 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. This policy excludes liability in any form whilst outfit is in the care, custody or control of the transit contractor (contractor must cover that).

**Excess applying to this extension:** Where craft is transported by owner or friend without payment the standard excess applies. Where payment is made to a friend who isn't in the haulage trade the basic policy excess is increased by £100. Where transported by commercial firm the excess is increased by £250 or 10% of the total sum insured whichever is greater.

**b. Loaning craft:** this policy extends to also cover the owner's immediate family and friends where they have no previous boating claims or losses and owner is satisfied they have had adequate instruction and experience to manage craft in complete safety. For others owner must first supply full details of borrowers to Newton Crum to obtain Underwriters' agreement and terms. Note, no hire fee or charge may be made or paid for any loan. During all periods the craft is in the borrowers' care custody or control such borrower helm and crew become additional named insureds and the policy excess is doubled. Note that this extension is subject first to the application of ALL exclusions and general conditions applying at all times.

**c. Emergency Fees,** the policy covers Emergency Fees up to **£5,000** for ambulance, hospital doctors or surgeons' emergency attendance required in first 24 hours after personal injury to named Insured(s) directly caused by external visible accident aboard the insured craft.

**d. LIABILITY TO OTHERS + Law costs and removal of wreck** Underwriters will indemnify the insured in respect of claims which the insured 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** in total. All authorised borrowers of craft and/or crew automatically become named insureds for period covered by this policy whilst on or about the insured craft.

Underwriters will, subject to prior agreement, indemnify up to **£1,000,000** for expenses incurred by the Insured 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 and properly maintained including at least every 30 days inspection and checking at storage the general safety of craft and all general conditions of this policy having first been fully complied with on an ongoing basis with no excluded use or major non-disclosure of change of details having occurred.

### **EXCLUSIONS applying to this section of the policy:**

- Excluding all liability arising whilst insured property is on a private or public highway attached to a vehicle or transit of the craft in/on any mechanically propelled vehicle/watercraft/conveyance or being craned, lifted, towed or any circumstances where road traffic legislation would apply excluding also liability in respect of the use or ownership of any bicycle or land/air motor/engine propelled device or drone. (**Note** – when on or towed behind a vehicle liability to others must be insured by the vehicle's insurers).
- Excluding any liability in respect of property belonging to or in the care, custody or control of the Insured or any family member.
- Excluding any liability arising directly or indirectly from any accident to or illness of workmen or any other person employed in any capacity whatsoever by the Insured (or any other person to whom the protection of this insurance is afforded) in, on, about, or in connection with the craft or any contract work, repair, alterations or liability of any boatyard, repairer, slipway, crane, sledge, club, or brokerage, marina, delivery skippers, sales operators or agencies or their employees. Excluding also craft undertaking commercial activities/towage/salvage or similar activities where a charge is made or received by any party. Excluding liability whilst insured outfit is in care, custody or control of anyone acting as part of their profession, trade, business or organisation.
- Excluding claims arising out of: unseaworthiness of craft, gear or equipment or due to lack of maintenance;
- Excluding any craft having a maximum designed speed in excess of 12 knots.
- Excluding craft based outside United Kingdom or Channel Islands.

- Excluding loss, damage or liability caused by or arising from war, invasion, acts of foreign enemy or terrorist activity, chemical nuclear or biological attack or contamination, ionizing radiation or contamination by radioactivity or nuclear activity or accident, rebellion, revolution or insurrection.

#### **Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion Clause CL 370**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from: ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; any weapon or device employing atomic or nuclear installation, reactor or other nuclear assembly or nuclear component thereof; any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; any chemical, biological, bio-chemical or electromagnetic weapon.

#### **Marine Cyber Exclusion LMA5403**

1. Subject only to paragraph 3 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.

2. Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.

3. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

#### **Coronavirus Exclusion LMA5395**

This insurance does not cover any claim in any way caused by or resulting from: (a) Coronavirus disease (COVID-19); (b) Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2); or (c) any mutation or variation of SARS-CoV-2; or from any fear or threat of a) b) or c) above.

#### **General conditions owner must comply with:**

- 1 The insured shall at all times exercise due care and diligence in safeguarding the subject matter including full maintenance and checking.
2. Buoyancy aids or life jackets must be made available to each and every crew member upon boarding craft.
3. **IMMEDIATE or POTENTIAL DANGER** – where craft in actual danger of sustaining damage, sinking, etc. situations the insured must take immediate steps to safeguard craft and equipment.
4. The Underwriter is entitled to decide the port and/or yard to which the craft be taken for safety and which contractor/repairer to use. All damage and salvage must be retained for inspection, do not dispose of anything until confirmed in writing by Underwriters.
5. **MAINTENANCE** – Insured **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 and 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 and 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.
6. **DISCLOSURE and MIS-STATEMENT** - If this policy or any renewal has been obtained through omission to state any material fact, claims or through mis-statement by Insured 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 and 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.
7. **DUE OBSERVANCE and FULFILLMENT** of the terms and general conditions by the Insured is a condition precedent to any liability to provide indemnity under this policy which is subject to the Marine Insurance Act 1906 and to the Consumer Insurance (Disclosure and Representations) Act 2012.
8. **Subrogation.** The Insured must render to Underwriters all possible aid and assistance to them to take or defend proceedings, at Underwriters expense, for their own benefit in the name of the Insured to recover compensation or secure an indemnity from any third party in respect of anything covered by this insurance and insured shall complete a subrogation form if requested to do so.
9. **Other insurance.** If a claim is made on this policy which is partly or wholly recoverable on any other insurance, then this policy is deemed to be secondary or excess not co-insurance and liability will only attach after all other insurance has first been exhausted.

**GENERAL:**

**Data protection:** We comply with all Data Protection legislation in our need to process your personal (including sensitive) data and it is only on this basis we agree to act as fully explained on [www.newtoncrum.com](http://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.

**Complaints:** We sincerely hope you will never need to complain but should you feel that necessary we have a simple complaints procedure. Please contact us on 01424 718800 or send your complaint by email to [contact@newtoncrum.com](mailto: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 still unable to resolve the situation and you wish to make a formal complaint you can do so at any time by referring the matter to Complaints and Advisory Department, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent, ME4 4RN or Tel: 020 7327 5693 or [Complaints@Lloyds.com](mailto: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 the appropriate time, note the FOS requires that you have first provided us with the opportunity to resolve the complaint previously.

**Choice of law and jurisdiction** In the absence of any agreement to the contrary, the laws of England and Wales will apply and this policy will be subject to the exclusive jurisdiction of the courts of England unless, at the commencement of the period of insurance, you are either: a resident of Scotland, Northern Ireland or the Channel Islands in which case (in the absence of agreement to the contrary) the law of that country, crown protectorate or dependency will apply and this policy will be subject to the exclusive jurisdiction of the courts of that country, crown protectorate or dependency.

**Rights of third parties** A person who is not a party to this policy has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

**Renewal of this insurance** When your policy is due for renewal, we will write to you at least 21 days before the period of insurance ends with full details of your next year's premium and policy terms and conditions. We may vary the terms of the policy (including the premium) at renewal. If you do not want to renew the policy, please contact us. Note – the policy will not automatically renew but only do so on receipt of your instructions to renew and make payment. Occasionally, we may not be able to offer to renew your policy. If this happens, we will write to you at least 21 days before the expiry of your policy to allow enough time for you to make alternative insurance arrangements.

**Cancellation:**

When boat is sold/ownership transferred, cover will cease automatically from date of sale or change. Cancellation by insured effective from date Newton Crum receives confirmed instruction or any date thereafter.

**Cancellation within the cooling off period**

You may cancel this policy within 14 days of purchase, or within 14 days from the day on which you receive the insurance documents whichever is the later and a full refund of premium will be paid if no claim is made and the policy documents are returned to us. This also applies for cancellation before the cover incept.

**Cancellation outside the cooling off period**

You may cancel this policy anytime during the period of insurance. If your policy has been maintained for more than 12 months or you currently also insure another craft then we will refund the premium for the exact number of days left on the policy as long as no claim has been made and the policy documents are returned to us. Any underpayment by you will be offset against any cancellation return of premium.

If your policy has been maintained for less than 12 months then the following short rates table will be used to calculate your refund as long as no claim has been made.

Length of policy	Refund
Up to 30 days	60% of policy premium
Up to 60 days	40% of policy premium
Up to 90 days	20% of policy premium
After 90 days	Nil

No payment will be made if the return premium due is under £8. If premium payment fails to clear, the policy or renewal automatically becomes void retrospectively.

Underwriters may cancel by giving 10 days' notice to insured's last known address, return premium will be made for the exact number of days left on the policy as long as no claim has been made.

Note the £12 documentation fee is separate, fully earned at inception and does not form part of the premium and tax component when any refund is calculated.

17.10.22