



IPID LEGAL EXPENSES 0123

# Private Boat Insurance

## Insurance Product Information Document

Product:

### Marine Legal Protection cover

This insurance is arranged by Newton Crum Insurance Agents Ltd. who are authorised and regulated by the Financial Conduct Authority; Registered No.307035, please also see overleaf.

This document provides a summary of insurance cover provided by the policy. For complete pre-contractual & contractual information about the product please see the policy document together with your policy schedule as only they contain the full terms and conditions of the insurance, exclusions & include the sums insured and what items are covered.

This cover is not available on its own but only in conjunction with a craft policy to which it is attached.

### WHAT IS THIS TYPE OF INSURANCE?

This insurance is to fund the cost of investigation & legal advice to pursue civil claims against those who have caused injury or death to the named insured arising from a boating accident &/or damage to the insured craft also claims against a retailer for faulty goods or services supplied under a written contract which is in dispute.



### WHAT IS INSURED?

- ✓ £25,000 fees, costs & expenses to:
  - ✓ investigate accidents caused by others
  - ✓ obtain legal advice
  - ✓ pursue civil claims for indemnity for personal injury or death of insured
  - ✓ loss of or damage to insured craft or named insured's personal property
- Also
- ✓ action as above in respect of those steps needed to resolve a dispute over goods or services provided by a retailer for the insured's use in connection with the insured craft &/or the craft itself



### WHAT IS NOT INSURED?

- X Incidents taking place outside the territorial limit
- X Any loss or accident arising from commercial use
- X Claims in excess of £25,000
- X Claims for offences or dishonesty of insured
- X Claims for violence of the insured
- X Claims where the insured accused of having obtained a financial advantage or damages, interest or fines awarded in criminal courts
- X Claims reported more than 6 months after date you knew or should have known of the event giving rise to the claim
- X Legal costs incurred before insurers have agreed them
- X Use of craft for hire, charter, reward or business
- X Where the Underwriters repudiate the craft policy
- X Claims arising from unseaworthiness of craft due to insured's lack of maintenance



### ARE THERE ANY RESTRICTIONS ON COVER?

- ! Claims caused by or contributing to or arising from nuclear war, terrorism, or cyber attack as fully described overleaf.
- ! Special Terms, Conditions & Exclusions apply to your specific class, location, use, as shown in full on your personalised documentation which must be read in conjunction herewith, please also see overleaf.
- ! Excluding craft over 12 knots maximum speed.



### ARE THERE ANY RESTRICTIONS ON COVER?

You are not covered for claims caused by or contributing to or arising from: nuclear war, terrorism, or cyber attack, war, civil war, conflict, riot, ionizing radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or combustion of nuclear fuel or any chemical, biological, bio-chemical or electromagnetic weapon; the act of omission of the person in charge of craft if they were impaired following the consumption of alcohol or drugs; lawful arrest, restraint or detention of the craft, punitive or exemplary charges or any costs resulting from any criminal or bankruptcy proceedings or from any event that occurred before this insurance commenced.

MULTI-CRAFT policies where one or more craft are insured for Third Party Only risks that limited cover remains so at renewal. THIRD PARTY ONLY policies do not provide cover for loss of or damage to craft itself under section 1.

### MARINE CYBER ENDORSEMENT

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. LMA5403.



### WHERE AM I COVERED?

You are covered whilst the craft is at the agreed location(s) and within the stated cruising areas shown on the documentation or as extended by written endorsement.



### WHAT ARE MY OBLIGATIONS

You must provide honest and fully accurate information in reply to all questions and especially of any accidents, losses or claims in the past to the best of your knowledge.

Keep us informed throughout all periods of insurance and renewal if your personal details, boat details or needs and wants change especially of any change in usage.

You must keep your craft fully maintained in a safe and seaworthy state and where under an authority in compliance with all their rules and regulations.

You must **immediately** advise of any loss or event likely to lead to a **claim** either on the insured craft or from a third party with theft & vandalism losses **immediately reported** to police and reference number obtained. **Go to [newtoncrum.com/Insurance/Claim](http://newtoncrum.com/Insurance/Claim) to use claim form or phone during office hours 01424 718811 direct to claims dept.**



### WHEN AND HOW DO I PAY?

You must arrange to pay the full annual premium before or on the cover start date. All premiums are shown inclusive of Insurance Premium Tax percentage that applies at time plus our administration document fee separately shown.

Pay by phone: Mon-Fri between 10-1 and 2-5.

Pay by credit or debit card by telephone or use of payment form online showing which cards we accept.



### WHEN DOES THE COVER START AND END?

Cover can start from the date and time you pay us the premium or any later date you specify but may not be back-dated. Even though the premium may have been paid, the contract is not activated until the proposal is accepted & policy issued by Newton Crum Insurance Agents Ltd.

Your policy will run for 12 months from the start date and time unless a special short-term policy has been effected which will specify the finish date, or unless you or insurers cancel cover before it ends.



### HOW DO I CANCEL THE CONTRACT?

You and any other named insured must contact us and tell us when you would like the contract to be cancelled and the procedure detailed in the policy wording will be followed.

Cooling-off period: If you ask us to cancel within the first 14 days from the date that the cover began, or within 14 days of the renewal date, we will cancel the cover immediately and refund the premium portion in full, as per policy wording.

Cancellation at any time after the cooling-off period: we will cancel the contract and arrange any refund of premium at the scale shown on your policy document wording under 'cancellation'.