

NEWTON CRUM DINGHY POLICY D23b

This policy including all endorsements, attachments, amendments, and renewals is a contract between Lloyd's 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 you are familiar with the cover, terms, conditions, and exclusions that apply, the policy covers all your needs and that you comply with all requirements. If any details are incorrect or you have any questions, please let us know by calling us on 01702 710041. **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 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. or 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 this information may invalidate the insurance and affect the settlement of any claim.

You must advise us immediately of any change to your contact details, home address, telephone number, email address.

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 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/Maintenance instruction sheet – is enclosed with every policy and renewal document which explains our claim procedure if an accident occurs, our guide to preventing losses and to help prevent problems, and maintenance of the craft. It is important to read as soon as it is received.

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 the 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, where two or more unrelated owners own the craft, or whilst craft on loan.

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 additional premium paid for this extension, it covers the Insured's own clothing, waterproofs, personal buoyancy, camera, watch, spectacles, kit bag, tools, and toolbox. EXCLUDING, however, consumable items, cash, credit/debit cards, bicycles, 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 building, vehicle, or caravan or within secure boat clubhouse.

Policy + endorsements, attachments and enclosures including important claim/maintenance instruction 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 the 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.

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 9:00am – 1:00pm & 2:00pm - 5:00pm on 01424 718811. Alternatively, you can email us at claims@newtoncrum.com or access our website www.newtoncrum.com/Insurance/Claim. Underwriters will not unreasonably reject a claim but will take all circumstances into account.

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 1/3rd unless extra cover "New For Old" applies (i.e. where Insured has paid additional premium for "New For Old" 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 – Underwriters will not pay for or in the respect of:

- theft or vandalism loss or damage **unless** reported to police within 72 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; or owners who earn from involvement 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 detainment, war, civil war, terrorism, revolution, rebellion, insurrection, civil conflict, or commotion.
- punitive or exemplary damages or any loss 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 & 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 other than secured to ground anchors at Blackpool & Fleetwood. Y.C., Brighton, East Lothian, Herne Bay, North Berwick, Pevensy Bay, Polly Steps, Royal Plymouth Corinthian Y.C., Seaford Coast, Whitstable; or at North Herts East Beds S.C., **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 5 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, Optimist, Topper 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.

Canoes/Inflatables/Kayaks/Rowboats must, when unattended overnight, be stored inside locked building, vehicle, or caravan (or during day locked to a roof rack which itself is locked to a vehicle) and permanently marked with owner's post code, but canoes/kayaks and rowboats in secure fenced premises are accepted if locked to a secure structure or rack therein.

Paddleboards and Sailboards must be permanently marked with owner's postcode and board/sails/spars/paddles never left on roof rack that isn't itself locked to a vehicle during the day. Overnight all items must be stored inside a locked vehicle, caravan, or secure building and not left on top of car 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 and 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.

CHRISTCHURCH, HIGHCLIFFE and MUDEFORD 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 owner has not moved craft to safety where authorities or club have given flood warnings for that area the owner stores their craft. It is up to owner to frequently check this where conditions are forecast.

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

- **CANOES, ROW BOATS/KAYAKS** excluding craft over 18', rowing skiffs/sculls, coxed craft or white water or sea surfing use.
- **420** breakage of KAPPA section masts, or chain plate/hull moulding or bonding failure in craft outside makers guarantee period.
- **505, ENTERPRISE, GP14** 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 & deck bonding failure.
- **INFLATABLE** hull(s) are not covered for puncture repair nor degradation of the hull material.
- **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.
- **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. Excluding water damage, corrosion, inherent vice of or to lithium batteries for outboards.
- **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.
- **SAILBOARDS** excluding wave/kite/skateboards or breakage of board from contact with water alone or scratching, wear, defacing of graphics-decals.
- **SOLO** Proctor C section masts unless collar and chocks fitted to prevent failure.
- **TOPPER** mast socket damage or failure due to wear or deterioration is excluded as is rudder loss unless safety recovery line fitted.

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 that 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.

EXTENSIONS – These are optional extensions. Where a sum insured is shown in the Schedule for the following, so the policy extends to cover those subject to all terms and conditions applying in addition to all that apply to the individual item(s) below. If a section is blank no cover exists.

Extra Cover New for Old Extension where additional premium paid and noted separately on the policy, 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.

Launching Trolley must be permanently marked with boat class and number or owner's post code for theft cover to be in force.

Marine Legal Protection provides the Insured with legal and associated fees up to £25,000 to pursue uninsured & injury claims against others following boat accidents, to fund the cost of investigation, taking legal advice and the pursuit of civil claims arising from a yachting accident involving the insured craft whilst it is being used for the purposes permitted by the policy which results in death of or personal injury to the named Insured &/or uninsured losses (uninsured meaning cover not provided rather than cover specifically excluded in policy/schedule wording). Further, pursuit of Civil claims against a retailer in respect of goods supplied for the Insured's use in connection with the insured craft up to a maximum of £25,000 subject to the contract in dispute being in writing and having been entered into after the start of the first period of Legal Protection cover having been provided by this insurer.

Outboard motor – 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. Maximum 6hp.

Personal Effects of Insured up to a maximum insured sum of £150 when locked inside Insured's home or locked craft or locked vehicle in transit between home and craft or locked boating club building. Cover against physical loss or damage from insured perils only, items listed on exclusions are not, however, covered nor is loss or damage due to mechanical or electrical breakdown, damp, mould, mildew, vermin, moth, insects, rust or corrosion. Theft is only covered if from inside locked craft, premises, or vehicle. Note this extension does not extend to cover consumable or fuels, cash, cheques, credit/debit cards, jewellery, bicycles, fishing gear or any electrical telephonic video or computing devices, MP3, iPad, laptop or electronic devices or games or self-propelled devices or drones. Excluding loss arising out of damp or theft unless items within locked building, vehicle, caravan or within secure boat clubhouse.

Road Trailer/Combi must be wheel-clamp locked or stored inside locked building or secure home storage and must be permanently marked with boat number, owner's post code or vehicle registration number. Excluding loss or damage caused by wear and tear, application of brakes, road shock, mechanical or electrical breakdown or caused by rust or seizure of or bearings failure or damage to tyres from puncture, cuts or wear, or the cost of additional transport due to any of these excluded causes.

Rowboat or Canoe or Inflatable up to 18' which must be permanently marked with makers HIN or owner's postcode, with a maximum 11hp outboard but not left unattended overnight unless inside locked building/vehicle/caravan. During day covered if locked to a roof rack with security lock which is locked to a vehicle or otherwise craft inside a secure boat or club compound if locked to a secure structure or rack therein. No cover exists unless these locking requirements are first fulfilled. Oars, paddles & loose gear must be stored in home or locked inside locked vehicle or locked building – never left on or under craft when unattended especially not overnight.

EXCLUSIONS applying to this section of the policy:

- Excluding any liability arising from transit of the craft or trailer 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 or owner based outside United Kingdom or Channel Islands.

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. Underwriters are 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 of craft, gear and equipment** and storage at all times is a **prime ongoing obligation of paramount importance of the Insured and all users** to achieve and maintain all in a **completely safe, secure, sound, and seaworthy condition** fit for purpose both when stored and/or cruising in all waters used and weather conditions forecast. 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 use, sails, 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, no rot, no corrosion. Also mast sockets must be frequently checked throughout for chafe, wear at bottom, cracking and repaired/reinforced where found wanting.
6. **Disclosure or mis-statement** - if this policy or renewal thereof has been obtained through omission to state any material fact, claims or through mis-statement this policy/renewal thereof is null and void and all benefits and rights forfeited. **Fraudulent claims** – if you or anyone acting for you makes a claim on the policy knowing it to be false, fraudulently exaggerated or submits a document knowing it to be forged or false in any respect, or make a claim caused by own wilful act or your connivance, then Underwriters; will not pay the claim, not pay any other claim which has been made under the policy, may declare the policy void, shall be entitled to recover the amount of any claim already paid under the policy, will not make any return of premium and may inform the Police.
7. **Due Observance and Fulfilment** 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 Privacy and Cookie 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 www.newtoncrum.com/privacy-policy

Complaints: We sincerely hope you will never need to complain but should you feel it necessary you can do so at any time by telephoning us on 01424 718800 or emailing contact@newtoncrum.com, or by post to 'Complaints Manager', Droxford House, Charles Road, St Leonards, East Sussex, TN38 0JU.

If you are still unable to resolve the situation and you wish to make a formal complaint you can do so by referring the matter to Complaints Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent, ME4 4RN. Tel: 020 7327 5693. Fax: 020 7327 5225.

Email: complaints@lloyds.com Website: www.lloyds.com/complaints

If you remain dissatisfied after Lloyd's has considered your complaint, you may be entitled to refer your complaint to the Financial Ombudsman Service (FOS). The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at www.financial-ombudsman.org.uk

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.

Fees & charges: The rates shown on our quotations are always fully inclusive of Insurance Premium Tax & charges including our separate annual £15 documentation charge covering processing of documentation, copies, amendments & payment processing costs. Brokerage payment is made to us by the insurer based on the premium charge which may also include overall account profitability.

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. A full refund of premium less the documentation charge will be paid if no claim is made, and the policy documents are returned to us. This also applies for cancellation before the cover incepts.

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 less the documentation charge 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 or if claim made in current year. 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 £15 documentation fee is separate, fully earned at inception and does not form part of the premium and tax component when any refund is calculated.

About Our Insurance Services

Registered office: Droxford House, Charles Road, St. Leonards-on-Sea, East Sussex, TN38 0JU.

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 all charges including our separate annual £15 documentation fee covering processing of documentation, copies, amendments & payment processing costs.

5. Who regulates us?

Newton Crum Insurance Agents Ltd. 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. (NCIAL)

Newton Crum Insurance Agents Ltd is a privately owned Limited Company.

7. What to do if you have a complaint

Follow the simple Complaints procedure above.

8. Are we covered by the Financial Services Compensation Scheme (FSCS)?

Private yacht insurance is not covered by the Financial Services Compensation Scheme.