

# The “Latitude Options Policy” for Pleasurecraft Policy Summary

## **Summary of cover**

The Towergate Insurance “Latitude Options Policy” is an annually renewable insurance designed for pleasurecraft. This is a summary of the insurance provided. It does not contain the full policy terms and conditions. You can find full details of the cover provided, including definitions, terms and conditions policy wording. It is important that you read the policy wording carefully when you get it.

## **Name of the insurance undertaking**

Sections 1-8 of the Policy are underwritten by Zurich Insurance PLC.

**Section 9** of this Policy is administered by Arc Legal Assistance Ltd and underwritten by AmTrust Europe Limited.

## **Type of insurance and levels of cover available**

Your “Latitude Options Policy” for pleasure craft is a multi-section insurance policy. It protects your boat and your liability to other people, including passengers in your boat. You can choose which level of cover you require to suit your needs Bronze, Silver, Gold or Platinum. The insurance protection applies while your boat is in commission or while it is laid provided you use it within the cruising limits you have chosen.

## **Levels of Cover Available – Bronze, Silver, Gold, Platinum**

The levels of cover available are detailed below, each additional level of cover automatically includes all the preceding Levels of cover.

Cover Provided – See individual Policy sections for full cover and exclusions



## Section 1 - Bronze Cover

Your policy excess does not apply to claims under this section.

The maximum amount we will pay is shown in your schedule. Your insurers will also pay for any legal costs that they have agreed to in writing.

Significant features and benefits	Significant or unusual exclusions or limitations
<p>You are insured as owner of your boat for:</p> <ul style="list-style-type: none"><li>• Death or injury to any person (other than an employee) arising from the use of your boat including getting on or off or travelling on your boat.</li><li>• Damage you cause to any other property</li><li>• Raising or attempted raising, removing or destroying the wreck of your boat, or if you fail to remove or destroy it.</li></ul>	<p>You are not insured for:</p> <ul style="list-style-type: none"><li>• Death or injury to anyone you employ, an employee of anyone using your boat, fare paying passengers, water skiers (unless we agree), parasenders or divers.</li><li>• Any person employed in the marine trade who uses your boat</li></ul>

## Section 2 – Silver Cover

Significant features and benefits	Significant or unusual exclusions or limitations
<p>You are insured for:</p> <ul style="list-style-type: none"><li>• The cover provided under Bronze Cover</li><li>• Loss or damage to your boat by one of the following perils:</li><li>• Fire, Lightning, Explosion, Malicious Damage, Weather event &amp; Freezing of Machinery.</li><li>• Theft of your gear and equipment from either your boat, or place of storage (as long as there is forcible entry or it is forcibly removed).</li></ul>	<p>You are not insured for:</p> <ul style="list-style-type: none"><li>• The exclusions noted in Bronze Cover</li><li>• Loss or damage caused by peril not listed above.</li><li>• Theft of your trailer and any insured property on it, unless the trailer is secured with a wheel clamp or trailer hitchlock. Note – a wheel clamp must be used to secure any trailer carrying a speedboat.</li><li>• Loss of or damage to masts, spars and fittings, sails and standing or running rigging while you are racing your boat.</li></ul>

## Section 3 – Gold Cover

Significant features and benefits	Significant or unusual exclusions or limitations
<p>You are insured for:</p> <ul style="list-style-type: none"><li>• The cover provided under Silver Cover</li><li>• Accidental loss or damage to your boat, including any outboard motors, trailers or other gear and equipment.</li><li>• Damage to underwater machinery on your boat (you will pay double your standard policy if you are in coastal waters or your boat has a maximum design speed of over 17 knots).</li></ul>	<p>You are not insured for:</p> <ul style="list-style-type: none"><li>• The exclusions noted in Silver Cover</li><li>• Loss of or damage to or failure of machinery or electronic equipment caused solely by the breakdown, failure or derangement of a component part</li><li>• Masts, spars and fittings, sails and standing or running rigging while You are racing Your boat (unless your insurers agree).</li></ul>



## Section 4 - Personal Accident (available with Gold and Silver cover on request)

Significant features and benefits	Significant or unusual exclusions or limitations
<p>You are insured for:</p> <ul style="list-style-type: none"> <li>Accidental death or injury while you are on your boat, or getting on or off it. A benefit will be paid for death or loss of limbs or sight; or permanent total disablement.</li> <li>This cover applies to you and your passengers.</li> </ul>	<p>You are not insured for death or disablement</p> <ul style="list-style-type: none"> <li>To anyone who is 76 or over at the time of the accident.</li> <li>If your boat is used for anything other than private pleasure purposes.</li> <li>If <b>YOU</b> and/or any passenger is under 16 years of age at the time of the accident, the benefit of 'Death' is limited to £10,000.</li> <li>The most we will pay any one person for any one incident is £15,000 but not more than £60,000 in total during any period of insurance.</li> </ul>

## Section 5 – Platinum Cover

Significant features and benefits	Significant or unusual exclusions or limitations
<p>You are insured for:</p> <ul style="list-style-type: none"> <li>The cover provided under Gold Cover and Personal Accident</li> <li>Damage to underwater machinery on your boat (you will only pay your standard policy) knots).</li> <li>Machinery damage extension if your boat is:               <ul style="list-style-type: none"> <li>Less than 3 years from the date of the completion of build;</li> <li>Has a maximum design speed of less than 17 knots;</li> </ul> </li> <li>Standard Policy Excess on striking underwater objects in coastal waters;</li> <li>Protected no claim bonus when Your No claims bonus is 5 years or more;</li> <li>2 year no claims bonus step back if Your No claims bonus is less than 5 years.</li> </ul>	<p>You are not insured for:</p> <ul style="list-style-type: none"> <li>The exclusions noted in Gold Cover</li> </ul>

The sections you have chosen will be shown in your policy schedule.

### Optional extensions

Your policy Schedule will list optional extensions

### Waterskiers liability

You can extend your policy to include legal liability to and of water skiers being towed behind your boat.

### Racing risks (for sailing boats only)

You can extend your policy to include insurance protection for masts, spars, sails and rigging while you are racing.



## Section 6 – General Policy Exclusions

- Any specific exclusions or limitations shown in your Latitude Policy schedule.
- **You are not insured for any use other than private pleasure unless it is shown in your schedule.**
- You should not use your boat outside the cruising limits shown in your policy wording and schedule.
- Radioactive contamination, sonic bangs, war risks, terrorism, riot and civil commotion.
- You are not insured to use your boat as a houseboat (unless we agree).
- You should refer to the General policy exclusions in Section 6 - General Policy Exclusions of your policy wording for full details of all the exclusions that apply to all sections of your policy.

## Section 7 – General Policy Conditions

You must comply with the conditions of the policy explained in Section 7 – General Policy Conditions for the insurance cover to apply. These include your duty to take reasonable steps to protect your insured property from loss or damage and keep your boat in a seaworthy condition.

**The following significant or unusual exclusions or limitations only apply to type of craft detailed below:**

### Personal Watercraft

You are not insured for:

- Theft of the Personal Watercraft unless the following security precautions have been taken:
  - (a) When the Personal Watercraft is at its permanent place of storage it must be kept in a locked building and secured to the trailer by a hardened steel chain or multi-strand stainless steel wire cable which should be fitted with a hardened steel close shackle padlock. The trailer must also be fitted with a wheel clamp.
  - (b) When the Personal Watercraft is not at its permanent place of storage it must be securely locked to an appropriate immovable object and secured by a wheel clamp or securely locked to a road vehicle.
- The first 10% or £500, whichever is the greater, of any claim for theft or attempted theft.
- The Personal Watercraft being used in any area from which they are specifically excluded by any local authority.
- The towing of any inflatable toy that carries more than two people.
- The towing of "Air Chairs."
- Drivers under 21 unless specifically agreed by us.
- Stunt, surf racing or white water use.
- Loss or damage caused by launching or beaching under power.
- Loss or damage caused by the ingestion of foreign objects into the jet unit of the Personal Watercraft.
- Loss of or damage to the craft or for any liability arising as a result of any engine cut-out device being inoperative.

### Motorboats

Craft which have inboard machinery and a maximum design speed of over 17 knots should be fitted with:

1. A remote controlled or Automatic fire extinguishing system is fitted in the engine compartment (and the tank space where possible).
2. A manually operated fire extinguisher and a fire blanket fitted in the galley (where applicable).



## Section 9 Legal Expenses Cover

Significant features and benefits	Significant or unusual exclusions or limitations
<ul style="list-style-type: none"><li>You are insured for Legal Expenses and Costs up to £100,000:</li><li>You are insured for Repatriation Costs up to £500</li><li>You are insured for Breakdown Costs up to £200 following mechanical breakdown of the leisure boat whilst away from the home berth.</li><li>You are insured for Temporary Replacement Costs up to £2500 to bare boat charter an equivalent boat to the leisure boat insured under this policy for a trip that was booked prior to a non-fault accident rendering the leisure boat unusable.</li></ul>	<ul style="list-style-type: none"><li>You are not insured for:</li><li>Any legal costs that you incurred before we agree to pay them.</li><li>Repatriation Costs unless the leisure boat insurer has accepted a valid claim for the damage to the leisure boat</li><li>Breakdown Costs where you have repaired the mechanical breakdown yourself or where the mechanical breakdown is caused by fuel containing FAME</li><li>Temporary Replacement Costs where there is no pursuable negligent third party or where you are unable to provide evidence of a trip pre-booked prior to the accident</li></ul>
<b>For all claims for Legal Expenses and Costs you must have a reasonable prospect of success in the case</b>	

## OTHER IMPORTANT INFORMATION

### Policy period

Your policy is for a period of 12 months from the date of commencement, or as otherwise shown in your policy schedule.

### Premiums and payments

Premiums are inclusive of Insurance premium tax. You may pay for your policy annually by credit/debit card, cheque or for some policy contracts by monthly instalments.

### Renewing your policy

At least 21 days before each policy renewal date we will tell you the premium and terms and conditions that will apply for the following year. If you wish to change or cancel the cover you need to tell us before the renewal date.

If you pay by direct debit we will renew the policy automatically and continue collecting premiums unless you notify us that you wish to cancel the policy. This will also apply for payments by credit/debit card, if you have previously given us permission. For other payments by cheque or credit/debit card, you must submit a further payment if you wish to renew the policy. You will have 14 days to cancel the policy after the renewal date and receive a refund of any premiums paid.

### Law and language applicable to the policy

Both you and your insurers may choose the law which applies to this contract. However, unless you and your insurers agree otherwise, the law which applies is the law applicable in the part of the United Kingdom, Channel Islands or the Isle of Man in which you live. Full details will be provided in your policy documentation.



## Cancellation

You have 14 days to change your mind about this insurance. The 14 days starts from the day you received your policy booklet, or the day you bought the insurance contract, whichever is the later.

Your insurers will only refund part of your premium if you sell your boat, will not refund your premium for any other reason.

If you cancel your policy and have had made a claim during the current period of insurance Your insurers will not refund your premium.

If you have not made a claim during the current period of insurance cancel your policy within the first 12 months (after the first 14 days) and have not had a claim during the current period of insurance your insurers will use the following short period rates when we return your premium.

Period of Insurance    The % of premium we will return

Up to 3 months        50%

Up to 4 months        25%

Over 4 months        Nil

## Complaints

Towergate Insurance has arranged your insurance cover, we and your insurers hope you will be very happy with the service you receive. If you are not satisfied with our service or that of your insurers, we would like to hear from you. Please refer to your policy booklet for full details of the complaints procedures together with our contact details and those of your insurers. All complaints are taken seriously and any complaint will be handled promptly and fairly. If you make a complaint, it will be acknowledged promptly, with an explanation provided as to how it will be handled. We will tell you what you need to do and tell you how your complaint is progressing.

We and your insurers are members of the Financial Ombudsman Service (FOS). If you have complained to us and we have not been able to resolve your complaint, you may be able to refer it to this independent body.

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If you choose to submit your complaint this way it will be forwarded to the Financial Ombudsman Service.

Visit [ec.europa.eu/odr](http://ec.europa.eu/odr) to access the Online Dispute Resolution Service. Please quote our e-mail address:  
[Customer.Care@towergate.co.uk](mailto:Customer.Care@towergate.co.uk)

Alternatively, you can contact the Financial Ombudsman Service directly.

## Claims

You must report any claims to Towergate Insurance immediately. The email address is [claimsmarine@towergate.co.uk](mailto:claimsmarine@towergate.co.uk) The telephone number for Towergate Insurance is 0844 892 1320 and the address is: Towergate Insurance, Ellenborough House, Wellington St, Cheltenham GL50 1XZ.

Please make sure you have your policy number ready to quote.



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Authorised and regulated by the Financial Conduct Authority

Latitude Options/Summary v2 09/17 BR

