



2024

**Yacht and Motorboat**

**Policy 2024**

# ALL RISKS POLICY WORDING

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## Caring for You

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There may be times when you feel you do not receive the service you expect from us.

This is our complaints process to help you.

- If you have a complaint, please refer to your insurer. Their contact details can be found in Appendix A of your policy certificate.

# Policy Summary

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## About your Policy

The following summary contains some important information about your policy. It does not contain the full terms and conditions of your policy which can be found within the policy wording. **You** should review your insurance documentation regularly to ensure that the cover provided is adequate.

The terms of the policy detail the risks covered by the insurance contract, along with the limits of the policy in relation to the scope of the coverage and the monetary limits, as well as the exclusions that apply to the policy as a whole.

This is not an agreed value Policy but is based on the actual Market Value of the Vessel, up to a maximum of the Sum Insured. Agreed value policies can be arranged upon request and receipt of a current professional valuation at Underwriters' discretion.

## Important features and benefits

- |                         |  |
|-------------------------|--|
| <b>Sections A and B</b> | All risks cover provided for loss, damage, theft and third party liability.  |
| <b>Section A 2.1</b>    | Outboard motors and tenders are covered up to a maximum combined value of €500, without declaration to us.   |
| <b>Section A 2.4</b>    | Loss of or damage to the vessels main engine or attached gearbox caused by the failure of any component is covered. Please note the conditions (a), (b), (c) and (d) in this clause.   |
| <b>Section C</b>        | Personal belongings are covered for an amount not exceeding €500 without declaration to us (increased amount available on request). Please note that this cover does not apply to vessels under 5.18 meters in length overall as per Section C2.1. |
| <b>Section D</b>        | Personal accident & Emergency Medical Expenses. The benefit payable under this section our set out in Section D.   |
| <b>Section E</b>        | No excess will be applied or loss of any no claims bonus for losses occurring whilst the vessel is in a marina berth either ashore or afloat.  |
| <b>Section F</b>        | Protected No Claims Discount. If you have been insured with us for a period of 5 or more consecutive years and benefiting from a full NCB prior to a claim, you will continue to benefit from the same discount at your next renewal.              |
| <b>Section H 1.3</b>    | Cover is provided for the vessel to be navigated single handed for a period up to 18 consecutive hours.  |
| <b>Section J 1.3</b>    | There will be no excess deducted for claims under Section B " <b>Your</b> Liability to Others".  |
| <b>Section J 1.6</b>    | There will be no excess deducted for loss or damage claims caused by an uninsured third party.   |

## Important and unusual exclusions and limitations

- |                      |  |
|----------------------|--|
| <b>Section A 4.4</b> | Loss or damage resulting from wear & tear deterioration, normal and no sudden weather influences (wind, snow, rain, sun) inherent vice, vermin, insects, marine borers, barnacles, marine growth, fungal growth, fuel / oil contamination molluscs, electrolysis, osmosis, corrosion, rust, rot. |
| <b>Section A 4.6</b> | Loss or damage resulting from the gradual accumulation of rainwater or snow in or on the vessel.   |

**Section**

**A 4.7** For loss or damage to Machinery resulting from frost or freezing is excluded unless certain conditions can be met.

**A 4.9 & 4.13** Conditions and restrictions apply for outboard motor theft cover. This includes telling us the serial number of the outboard motor in the event of an outboard motor theft claim, and specific conditions in respect of the security of the outboard motor and type of anti-theft device that must be used. Theft of the tender is not covered if it does not have an identifiable mark.

**A 4.11** Theft of the trailer and any insured items attached to it is excluded unless certain conditions can be met.

**A 5.1 & 6.2** There is no cover for the mast, spars, sails and rigging whilst the vessel is racing unless this has been agreed by us and it is shown in the certificate of insurance.

**Section I 1.8** There is no cover for any claim arising from fire or explosion on the Vessel where the maximum designed speed of the vessel exceeds 17 knots if fitted with inboard machinery, unless:

- (a) the vessel is equipped in the engine room with a fire extinguishing system automatically operated; or
- (b) has controls at the steering position; or
- (c) controls next to the engine room; and
- (d) all properly installed and maintained.

**Section I 1.9** Unless we have agreed it, cover for sinking or swamping whilst the vessel is unattended afloat is excluded if the vessel is less than 5 meters in length overall and the maximum designed speed is in excess of 17 knots.

**Section J 5** Claims for outboard motors will be based upon the current market value at the time of the loss or the sum shown in the certificate of insurance, whichever is lower.

**Section J 7** Claims for Navigational Equipment will be subject to a deduction of one third.

### **How do you make a claim on this Policy?**

If you need to make a claim, you should immediately contact us or your broker by:

- Phone: **045 982668** or **+353 45982668** from abroad.
- E-mail: **claims@yachtsman.ie**
- Writing to us at: **Yachtsman euromarine, Abbey Moate House, Abbey Street, Naas, Co. Kildare.**

Further information can be found in the 'Help in making a claim' section of this policy booklet.

### **How do you cancel your Policy within the 'cooling off' period?**

You may cancel the policy within 14 days of purchase or within 14 days of receiving the policy documents, whichever is the later, by contacting us or your broker. We will refund the full premium that you have paid providing that you have not made a claim on this policy. Further details as to how to cancel your policy can be found in Section K of the policy wording.

### **How do you cancel your Policy throughout the term of the Policy?**

You may cancel your policy at any time by contacting us or your broker. Providing that you have not made a claim on this policy, we will refund the premium less the proportionate amount for the time you were on cover, the minimum premium we will charge will be €35 plus Insurance Premium Tax.

Where a refund is due no payment for any amount under €25 will be made.

### Can we cancel your Policy

We may cancel your policy at any time where there is a valid reason subject to giving you or your broker 15 days' notice in writing. Valid reasons for cancelling your policy include but are not limited to:

- non-payment of premium;
- non-cooperation/failure to provide information; and
- reasonable suspicion of fraud.

We will refund the premium less the proportionate amount for the time you were on cover, the minimum premium we will charge will be €50.00 plus Insurance Premium Tax. Where a refund is due no payment for any amount under €35.00 will be made.

## Help in making a claim

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At Yachtsman euromarine our aim is to give you peace of mind by providing an efficient and helpful claims service. To ensure a claim runs smoothly we will need your assistance, so please take the time to read this section as it contains some useful guidance and sets out some of your duties and responsibilities. It is important that you tell us everything you know about an incident that might give rise to a claim whether you think it is relevant or not, it might become important later.

### How to contact us

**Yachtsman euromarine.**  
**Abbey Moate House, Abbey Street, Naas, Co. Kildare.**  
**Tel: 045 982668 or +353 45 982668 from abroad**  
**E-mail: [claims@yachtsman.ie](mailto:claims@yachtsman.ie)**

Our office hours are 09.00 to 17.00 Monday to Friday excluding bank holidays.

### Procedure

It is very important that **We** are informed as soon as possible of any event that may lead to a claim under your policy. Therefore, when you contact us, please also quote your policy number if you have it to hand.

- Following your initial notification of a possible claim we will send you an email to acknowledge our telephone conversation and attach your electronic claim form which will be partially completed based on the fact you provided by telephone.
- Your claim form should be fully completed, checking that all information provided is correct and it provides a full explanation of the incident along with the subsequent loss or damage sustained. Once submitted, the material facts of your claim form cannot be changed.
- You will also be asked to provide the following documents with your claim form.
  - a) Proof of ID
  - b) Copy of the Vessels Registration or proof of ownership.
  - c) Photos of the damage sustained.
  - d) Estimates of repair.

## Useful Information

- Please remember that the repair contract is between you and the contractor. Any instructions regarding either repair or replacement must come from you. However, if you instruct repairs to commence prior to Insurers approval in writing, the cost associated to the work completed will be removed from your final invoice.
- The claim may be subject to deductions in addition to any policy excess and the clauses in your policy wording should be read carefully so that you are fully aware of these (e.g. sails, covers and outboard motors).

## Helpful Advice

When loss or damage occurs, you should act as if you are uninsured. This may seem unusual advice, but it is most important that in the event of any incident involving your vessel, you must take all reasonable steps to minimise the loss.

## Own Damage

- Take immediate action to safeguard and protect any property from further damage or deterioration (this may include first aid to the engine).
- Enlist help (professional if necessary) if immediately required to safeguard and protect your boat and equipment.
- Try to agree a realistic charge or fee if a tow is required before acceptance.
- Retain and look after all broken/torn/damaged items for inspection.
- Take photos of the damage which are clear and show the extent of the damage.

## Damaged by a Third Party

- If racing, protest the Third Party if they did not accept a penalty. Obtain witness(es) statements.
- Obtain details of boat type/class/number/name/club and any witness(es) details in addition to the name(s) and address(es) of the helm and boat owner.
- Road Accidents - obtain details of the driver, vehicle and insurer and any witness(es), and/or call the Police to the scene.
- If possible, write down all the details and make a sketch of the site.

## Damage to Third Parties

- If a Third Party wishes to hold you liable for damage, provide them with our details, your name, policy number and boat details. You should not acknowledge any correspondence and pass it on to us immediately.
- Do not make any admission of liability and do not make any offer of payment.

## Theft/Vandalism

- Any theft or malicious damage should be reported to the Police promptly.
- Keep a note of the Police Crime Reference Number.
- We will also need the serial numbers of any engines, tenders etc.
- Notify your club and local harbour master with full details of the theft/vandalism.

This Helpful Advice section is intended to provide some guidance should you have to submit a claim under your policy. It does not form part of any policy wording or give any indication of acceptance of a claim.

## Definitions.

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The words below, where they appear in **bold** text throughout this document, have the following meaning:

**Certificate of Insurance** - the document issued to you by us entitled CERTIFICATE OF INSURANCE which details coverage, values and additional limitations.

**Due Diligence** - means the degree of diligence which a prudent uninsured owner could reasonably be expected to exercise in relation to the vessel.

**Endorsement** - an alteration in writing to the terms of the policy.

**Excess** - the amount noted on the certificate of insurance to be deducted from each and every claim except in the cases noted in section J of the policy.

**Fishing Gear** - supplies and equipment used for and/or in relation to fishing.

**Gradual Deterioration** - the gradual degradation of the vessel caused by wear and tear, rust, rot, oxidation, corrosion, electrolytic or galvanic action, wasting or weathering.

**Houseboat Use** - means the permanent occupation of the insured vessel as a dwelling place for a period in excess of thirty consecutive days during the period of insurance, unless the insured vessel is a cruising vessel.

**Insured Event** - means the happening of an event which causes loss or damage which is covered by this insurance.

**Latent Defect** - a hidden flaw, weakness or imperfection in the design, manufacture or build of the vessel that is not apparent by routine inspection and is not a result of gradual deterioration or a lack of maintenance.

**Loss of Limb** - means physical, permanent and total loss of use at or above the wrist or ankle.

**Loss of Sight** - means a complete, irrecoverable and irremediable loss of sight of one or both eyes.

**Machinery** - includes but is not limited to main or auxiliary engines including outboard motors, gearboxes, starter motors, alternators, engine control unit (ECU) electrical and mechanical equipment, cables and fittings, hydraulic equipment, piping and fittings, boilers, shafts, exhaust systems, generators, air conditioning equipment, tanks, pumps and watermakers.

**Market Value** - the value that the vessel in its current state would be able to command in today's market from a willing buyer.

**Marina Berth** - a purpose - built marina with floating pontoons operated and managed on an annual fee basis where **Vessels** are assigned a berth designed to accommodate your **Vessel**, with a finger float on only one side of each berthed **Vessel**.

**Personal Belongings** - items of a personal nature that **You** own and use specifically for the **Vessel** that would not normally be sold with the **Vessel**.

**Personal Accident** - means accidental bodily injury caused solely and directly by outward violent and visible means.

**Permanent Total Disablement** - means disablement, which prevents attending to business or occupation of any and every kind which, lasting for 12 consecutive calendar months, is at the expiry of that period beyond all reasonable prospects of improvement.

**Policy** - the policy of insurance represented by this document together with the certificate of insurance.

**Reasonable Cost** - means the cost which would be paid by a prudent uninsured. It does not include any extra cost incurred in order to have repairs or any other work affected on an accelerated basis.

**Seaworthy Condition** - means well maintained and in good repair and adequately manned by competent crew and properly equipped and provisioned and in all respects in a condition to withstand the ordinary action of wind and waves without sustaining damage.

**Sum Insured** - the value of the vessel, or other insured property as specified in the certificate of insurance.

**This Insurance** - means the contract of insurance contained in these clauses, the certificate of insurance and any applicable endorsements.

**Total Loss** - the vessel is irretrievably lost or destroyed.

**Vessel** - the vessel described in the certificate of insurance including her hull, machinery, gear and equipment, tender and road trailer that are specified or are part of the original purchase of the vessel and included within the sum Insured shown in the certificate of Insurance.

**We, Our and Ours** - please see certificate of insurance for details of Insurer.

**You, Your and Yours** - refer to the insured named in the certificate of insurance; if the insured is a company, trust or corporation they include the beneficial owner(s) of the majority interest in the company, trust or corporation.

## Interpretations

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Headings are included in this document for ease of reference only and shall not affect the interpretation of the policy.

Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, include the singular.

## Your obligations

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If **You** do not comply with **Your** obligations, **We** may be discharged from liability under this **Policy**. This means that **You** may not be covered for any loss. If **You** fail to comply with the following obligations, Insurers have the option of invalidating this **Policy** from its inception date. That means **We** are entitled to treat this **Policy** as if it had never existed, and **You** might be obliged to pay back monies paid out in respect of claims made hereunder. The obligations are as follows:

1. The insured **Vessel** must be used for private and pleasure purposes only and not let out for hire and reward or used for any other commercial purposes unless **We** have agreed and noted same on **Your Certificate of Insurance**.
2. The insured **Vessel** must be used for lawful purposes only.
3. Swinging / Fore & Aft moorings must be inspected on a regular basis (at least once a year) by the Insured and maintained in good order.
4. An insured **Vessel** under 5 meters overall must be hauled ashore when not in use or during the hours of sunset to sunrise unless moored on a **Marina Berth** or pontoon.
5. Road trailers must be immobilised with a wheel clamp when left unattended.
6. The outboard Motor(s) shall be fitted with a recognised outboard motor lock in addition to the normal method of attachment to the **Vessel** its dinghies and or tenders, and a record of the outboard motor's serial number shall be kept.
7. **You** must exercise due care and diligence in safeguarding the insured Vessel. If bottled gas is used the insured **Vessel** shall be fitted with copper or flexible tubing to B.S.3212
8. Whilst the insured **Vessel** is underway the assured or other competent person must be onboard and in charge of the insured **Vessel** at all times.
9. The insured **Vessel** shall not be used for **Houseboat Use** unless agreed and noted on **Your Certificate of Insurance**. (**Endorsement 12 Houseboat Use**)
10. The insured **Vessel** must be maintained and kept in a **Seaworthy Condition** and all mandatory safety requirements and manufacturer's recommended practices as stated in the Owner's Manual, shall be complied with.

## YOUR POLICY

### Section A - Cover to your vessel

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1. Whilst ashore or afloat, being lifted, hauled out or launched, in transit by road, rail, air or car ferry the **Vessel** is covered for losses arising from:
  - 1.1 all risks of accidental damage;
  - 1.2 theft;
  - 1.3 fire and/or explosion;
  - 1.4 acts of piracy;
  - 1.5 acts of vandalism;
  - 1.6 deliberate damage (not caused by **You**);
  - 1.7 **Latent Defect**, excluding the cost or expense of repairing or replacing the defective part;
  
2. Whilst ashore or afloat, being lifted, hauled out or launched, in transit by road, rail, air or car ferry the **Vessel** is also covered for:
  - 2.1 accidental loss or damage to the outboard motor and tender (up to a maximum combined value of €500) or as shown in the **Certificate of Insurance**;
  - 2.2 accidental loss or damage as a consequence of a failure or breakdown of Machinery;
  - 2.3 accidental loss or damage as a consequence of **Gradual Deterioration**, subject to the exclusions in clause 4.14 of this Section A; and
  - 2.4 loss of or damage to the **Vessel's** main engine or attached gearbox caused by the failure of any component, provided that:
    - (a) the engine or attached gearbox is less than 5 years old from the date of first manufacture;
    - (b) is professionally installed;
    - (c) the Maximum Designed Speed of the **Vessel** is under 17 knots; and
    - (d) **You** can provide written evidence that all the manufacturer's maintenance recommendations have been carried out by a competent mechanic.
  - 2.5 loss or damage to Pod Propulsion Drives, Outdrives, Rudders, Propellers, Struts, Shafts resulting from an underwater impact whilst the **Vessel** is moving.
  - 2.6 loss or damage to your sails, masts, spars or standing or running rigging or anything attached thereto, with a maximum limit of 50% of the hull sum insured for **Vessel's** less than 20 years old and 25% for **Vessel's** greater than 20 years old, subject to the exclusions in clause 4.16 of this Section A.

This cover under clause 2.4 does not extend to outboard motors, pod propulsion drives, jet drives / jet propulsion engines or the cost of replacing or repairing the failed component.

3. **You** are also covered for:
    - 3.1 the **Reasonable Cost** of an inspection of the underwater parts of the **Vessel** following a grounding incident, even if no insured damage is found;
    - 3.2 the reasonable commercial towing fees to the nearest place of refuge which are incurred in order to have necessary repairs carried out to the **Vessel** in an emergency situation not otherwise covered by **This Insurance**.
    - 3.3 **Reasonable Costs** of emergency labour and the cost of having fuel, parts or supplies delivered to the **Vessel** in case of emergency or breakdown away from safe harbor /at sea (excluding the cost of the fuel, parts or supplies).
    - 3.4 **Reasonable Costs** of removing the wreck of the **Vessel** following an actual or constructive **Total Loss** covered by **This Insurance** excluding Third Party Only Policies;
- Reasonable Costs** of accommodation, up to €100 per person per night (maximum of 2 nights), for **You** and **Your** crew, family and guests who had been staying onboard The **Vessel**, if the **Vessel**

becomes uninhabitable or unsafe, in the opinion of **Our** surveyor, due to loss or damage covered by **This Insurance** while in use abroad. In any other case where the **Vessel** is damaged as the result of an **Insured Event**, **We** will pay the **Reasonable Cost** of repairing the **Vessel** or, at **Our** option, replace the **Vessel** or any individual item lost or damaged with a similar type and in equivalent condition.

#### What is not covered

4. No cover is provided in respect of:
  - 4.1 any reduction in the value of the **Vessel** as a consequence of damage and/or repair;
  - 4.2 any loss or damage caused by a failure to exercise **Due Diligence** to manage the **Vessel** properly or to maintain her in a **Seaworthy Condition** whether such failure is **Yours**, **Your** professional skipper's or that of any other person appointed by **You** to manage the **Vessel**.
  - 4.3 any loss or damage caused by **Your** malicious act or that of anyone onboard the **Vessel** with **Your** permission;
  - 4.4 any loss or damage caused by wear and tear, deterioration, normal and non-sudden weather influences (wind, snow, rain, sun) inherent vice, vermin, Insects, marine borers, barnacles, marine growth, fungal growth, fuel/oil contamination caused by water entering the tank/engine alone, electrolysis, osmosis, corrosion, rust, rot;
  - 4.5 any loss or damage caused by loose items becoming lost or falling overboard;
  - 4.6 any loss or damage resulting from the gradual accumulation of rainwater or snow in or on the **Vessel**;
  - 4.7 any loss or damage resulting from frost or freezing unless you can provide evidence that the Machinery has been maintained in accordance with the manufacturer's recommendation by a competent mechanic and the machinery has been protected by appropriate anti-freeze mix and inserted in accordance with the manufacturer's specification;
  - 4.8 any cost of repairing or replacing any part of the **Vessel** found to be the subject of a **Latent Defect** (but **We** will pay for damage caused to the rest of the **Vessel** by the sudden and unexpected failure of such a part);
  - 4.9 theft of any outboard motor whose serial number **You** do not provide Us within the event of a claim;
  - 4.10 theft of the outboard motor unless from a locked cabin or locker, locked storage, locked vehicle, or secured to the **Vessel** or her tender by an anti-theft device specifically designed and marketed for the purpose in addition to its normal method of attachment;
  - 4.11 theft of the trailer and any insured items attached to it, including the **Vessel**, unless the trailer has been locked with a wheel clamp, or is stolen from a locked building;
  - 4.12 theft of gear and equipment, unless removed by force from the **Vessel** (provided the gear and equipment was securely fixed to the **Vessel**), a locked cabin or locker, locked storage, or a locked vehicle and forcible entry can be demonstrated;
  - 4.13 theft of a tender that does not have an identifiable mark;
  - 4.14 **Gradual Deterioration** unless it could not have been identified by routine inspection and could not have been prevented by servicing, maintenance or replacement in accordance with the relevant manufacturer's instructions, or generally accepted practice and advice from a qualified marine surveyor who is a member of their relevant professional surveying body;
  - 4.15 any loss of or damage to protective / winter covers or canopies split by wind in excess of 5 years old;
  - 4.16 any loss or damage to navigational equipment, radar/satellite domes, aerials, wind instruments, and infrared cameras in excess of 10 years old from the date of manufacture;
  - 4.17 any loss or damage to solar panels attached to a canopy or Bimini;
  - 4.18 any loss of or damage to RIB Collars and Tubes in excess of 10 years old.

- 4.19 any loss of use, loss of charter income, loss of **Market Value**, diminution of racing performance, diminution in aesthetic appearance due to patch painting, loss of any manufacturer's or supplier's warranty or any other form of non-physical loss or damage;
- 4.20 theft of sails and associated equipment unless removed from a locked cabin or locker and forcible entry can be demonstrated.

**5.** You are also not covered for loss of or damage to:

- 5.1 the **Vessel's** sails as a result of them being split by the wind or blown away whilst in use, unless the spars they are attached to are damaged in the same incident;
- 5.2 a jet drive or jet propulsion unit as a result of ingestion, in respect of personal watercraft only;
- 5.3 consumables, which are goods used by **You** that must be replaced regularly because they wear out or are used up including, but not limited to, food, drink, paint, varnish, lubricants and fuel.

**6.** You are also not covered for:

- 6.1 the cost of repairs or replacement to the Machinery directly caused by **Latent Defect** on mechanical breakdown, unless cover is provided under Section A 2.4; or
- 6.2 the mast, spars, sails and rigging whilst the **Vessel** is racing unless this has been agreed by Us and it is shown in the **Certificate of Insurance** under "Racing Risk Extension", in which case cover is extended under Section G.
- 6.3 loss or damage caused to the **Vessel** moored on a swing mooring, fore & aft mooring or Harbour wall / Public Harbour between 1st October and 31st March inclusive unless agreed and noted on **Your Certificate of Insurance**.
- 6.4 loss or damage caused to the **Vessel** whilst in transit by a haulage contractor.

Please note that all other conditions in Section H, exclusions in Section I and General **Excesses** and Deductions in Section J apply in every case. Full details of each **Endorsement** noted on **Your Certificate of Insurance** is explained in Section N

## Section B - Your liability to others

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- 1 Cover is provided for any sums (up to the amount stated in the **Certificate of Insurance** that **You**, or anyone in charge of the **Vessel** with **Your** consent, are legally liable to pay arising out of **Your** interest in the **Vessel**, resulting from:
  - 1.1 damage to any other **Vessel** or property;
  - 1.2 death or injury;
  - 1.3 pollution; and
  - 1.4 other financial losses.
- 2 In addition, **We** will also pay for:
  - 2.1 legal costs incurred or required to be paid when settling or defending a claim, subject to **Our** prior written consent; and
  - 2.2 fees and/or expenses incurred in respect of attendance at any official enquiry, subject to **Our** prior written consent.
- 3 The indemnity payable shall be limited to the amount specified in the **Certificate of Insurance** in respect of any one accident, or series of accidents arising out of the same

### What is not covered

4. No cover is provided in respect of:
  - 4.1 the cost that **You** may be legally liable to pay for the removal and/or disposal of the **Vessel** if:
    - (a) there is no accidental damage to the **Vessel**; or
    - (b) the damage to the **Vessel** is not wholly or substantially covered by the Policy.
  - 4.2 the legal liabilities of anyone operating, managing or working upon the **Vessel** who is employed by a shipyard, repair yard, marina, yacht club, sales agency, delivery contractor or similar organisation;
  - 4.3 any liability for accidents or illness to any person engaged by **You** in connection with the **Vessel** under a contract of employment;
  - 4.4 any liability to third parties admitted, accepted or agreed without **Our** consent;
  - 4.5 any liability to third parties whilst the **Vessel** is being used for water-skiing, towing of water toys, aquaplaning or similar activity unless:
    - (a) **We** have agreed to such activity and the amount of liability for this is shown in the **Certificate of Insurance**;
    - (b) All drivers are aged 18 years or over and are experienced in handling the **Vessel** whilst being used for this purpose with a competent and experienced observer onboard the **Vessel** at all times when persons are being towed.
    - (c) the water toys are of professional design and manufacture; and
    - (d) the water toys are operated exactly in accordance with the manufacturer's instructions regarding the maximum number of riders, their size and weight and speed of operation.
  - 4.6 any liability arising whilst the **Vessel** is used for or in connection with parascending or other similar activity;
  - 4.7 any liability to third parties whilst the **Vessel** is attached to, carried on or towed by a motor vehicle or has become unintentionally detached from a motor vehicle;
  - 4.8 liability to any person if they or anyone else has paid for them to be on-board the **Vessel** unless cover has been extended in accordance with Section I 1.2.
  - 4.9 any liability to third party resulting from hot work, painting or GRP repairs to **Your Vessel**.

Please note that all other conditions in Section H, exclusions in Section I and General **Excesses** and **Deductions** in Section J apply in every case. Full details of each **Endorsement** noted on **Your Certificate of Insurance** is explained in Section N.

## Section C – Personal belongings

- 1** Whilst on board the **Vessel**, in storage or in a vehicle or in transit between the place of storage and the **Vessel**, **Your Personal Belongings** are covered for an amount not exceeding €500 or such other amount as shown in the **Certificate of Insurance** for:
- 1.1 all risks of accidental loss or damage;
  - 1.2 theft;
  - 1.3 fire and/or explosion;
  - 1.4 acts of piracy; and
  - 1.5 acts of vandalism.

### What is not covered

- 2** No cover is provided in respect of:
- 2.1 **Personal Belongings** in relation to any **Vessel** under 5.18 meters in length overall;
  - 2.2 any single item of **Personal Belongings** in excess of €350 unless agreed by Us;
  - 2.3 **Fishing Gear**, jewellery, cash, debit/credit cards, eyewear, mobile personal electronic devices and other forms of computer equipment, music equipment, cameras, antiques, works of art, China glass, consumables unless agreed by Us;
  - 2.4 breakage of articles of a fragile or brittle nature;
  - 2.5 **Personal Belongings** insured under any other policy of insurance; or
  - 2.6 theft or loss of **Personal Belongings**:
    - (a) unless taken by force from the locked **Vessel** or from a locked cabin or locker; or
    - (b) whilst not on the **Vessel** (unless stolen from locked storage or from a locked vehicle).
  - 2.7 any loss or damage caused by wear, tear, deterioration, damp, rot, mould, mildew, moths, corrosion or rust, inherent vice breakdown or failure, vermin or frost damage.
  - 2.8 loss or damage to **Personal Belongings** if **We** insure the **Vessel** laid up for the whole of the Period of Insurance.

Please note that all other conditions in Section H, exclusions in Section I and General **Excesses** and Deductions in Section J apply in every case. Full details of each **Endorsement** noted on **Your Certificate of Insurance** is explained in Section N.

## Section D – Personal accident & emergency medical expenses

**This Insurance** covers **You**, **Your** family and persons whilst aboard the **Vessel** (including whilst embarking or disembarking from her) with **Your** permission.

- 1** **Personal Accidents** that, within 12 months of the event, are the sole and independent cause of subsequent disability.

### Benefits

1.1	<b>Death</b> .....	18,000
1.2	<b>Loss of Limb</b> .....	18,000
1.3	<b>Loss of Sight</b> .....	18,000
1.4	<b>Permanent Total Disablement</b> .....	18,000

The overall limit is €108,000 for any one event. If any one event involves 6 or more persons, the individual sums insured will be proportionally reduced, until the overall total does not exceed €108,000. For persons over 70 years at the time of the accident, the permanent disablement benefit will not apply.

- 2** Cover is provided for the cost of emergency medical expenses, up to a maximum of €2,000 per person, incurred by **You**, **Your** family and guests in respect of injuries suffered as a result of an accident whilst on board the **Vessel** with **Your** permission.

### What is not covered

- 3** No cover is provided in respect of:
- 3.1 Anyone contracted, employed or paid to be on the **Vessel**.
  - 3.2 A disease, disability, illness or injury which existed prior to the accident consequential loss of any kind.
  - 3.3 Suicide, deliberate self-injury or provoking assault except in an attempt to avoid a criminal act.
  - 3.4 Being under the influence of drink, drugs or solvent abuse.
  - 3.5 Wilful exposure to needless risk.
  - 3.6 Disablement to any person employed by **You** in any capacity whatsoever.
  - 3.7 Disablement to any person whilst the **Vessel** is not being used for private and pleasure purposes.
  - 3.8 Snorkelling, aqualung diving or other underwater sport including whilst disembarking or boarding.
  - 3.10 Being or becoming insane.
  - 3.11 Contracting a sexually transmitted disease or acquired immune deficiency syndrome.

In the event of a claim no payment will be made without appropriate medical certification which **You** must submit together with any information, evidence or receipts that **We** ask for. These must be obtained at **Your** expense. Where necessary, the claimant must agree to a medical examination and all cost will be borne by **Us**. No claim will be payable under more than one benefit in respect of any one event.

## Section E – Marina benefits

In the event of a loss covered by the **Policy** excluding loss or damage from named windstorms which occurs while the **Vessel** is moored at the **Marina Berth** noted on your **Certificate of Insurance**, **We** will not apply the **Policy** excess and **You** will not lose **Your** no claims discount.

Payment of **Your Marina Berth** fees as noted on **Your Certificate of Insurance** under this extension is subject to **You** providing to **Us** proof of payment of the berthing fees.

Under this extension **We** will not pay for:

- a) the first seven days, and any period greater than 26 weeks in the case of **Total** or **Constructive Total Loss**.
- b) any period during which the boat would not have occupied the berth in her usual itinerary.
- c) More than one claim under this extension in any one policy period.

## Section F - Protected No Claims Bonus

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In the event of **You** making a claim against this **Policy**, if **You** have had no claim for 5 or more consecutive years with **Us** prior to this and are benefitting from the maximum no claims discount of 25%, **You** will continue to benefit from that same discount at the next renewal provided:

1. **You** agree to renew this **Policy** for a further period of 12 months.
2. No more than one claim has been made by **You** during the current period of Insurance.

If a further claim is made during the subsequent period of insurance, then this protection shall cease and all protected no claims discount no longer applies.

This privilege shall not imply any obligation on **Us** to renew.

## Section G - Racing risks (sailing vessels only)

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Subject to it being noted on **Your Certificate of Insurance (Endorsement 10.)** that the **Vessel** is engaged in competitive racing, and subject always to the conditions and exclusions contained elsewhere in this **Policy**, it is agreed that when the insured **Vessel** is engaged in organised competitive racing the maximum sum recoverable for loss of or damage to mast(s), spars, sails whilst set and all standing and running rigging shall not exceed

- a) 50% of the Hull, Machinery & Equipment sum Insured on vessels less than 20 years old or
- b) 25% of the Hull, Machinery & Equipment sum Insured on vessels greater than 20 years old.

Subject to the exclusions in clause 4.16 of Section A and the deduction set out in Section J.

## Section H - General conditions that apply to the whole policy

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1. **You** must comply with all of the following conditions:
  - 1.1 The **Vessel** must be registered in the insured's name as per the **Certificate of Insurance**.
  - 1.2 If **You** give permission for someone else to be in charge of the **Vessel**, **You** must take steps to ensure that they have the experience to do so.
  - 1.3 The **Vessel** must not be navigated single-handed by anyone for a period in excess of 18 consecutive hours or between the hours of sunset and sunrise local time.
  - 1.4 **You** must maintain the **Vessel** for the use intended.
  - 1.5 **You** must not make any commitment on **Our** behalf without **Our** prior agreement.
  - 1.6 The **Vessel** and the manner in which it is used or operated must comply with all statutory and local regulations or licensing conditions, as are applicable.
  - 1.7 **You** must not use or allow the **Vessel** to be used for any unlawful purpose.
  - 1.8 Tacit extension: If the contract runs for a period of at least one year, the contract will be renewed automatically, unless at least one of the contracting parties has requested a cancellation no later than one month prior to the expiry of the relevant year of insurance. The cancellation has to be made in the written form.
2. **Marine Cyber Exclusion**

This clause shall be paramount and shall override anything in this insurance inconsistent therewith. In no case shall this insurance cover any loss, damage, liability or expense directly or indirectly caused by, contributed to by or arising from:

- 2.1 the failure, error or malfunction of any computer, computer system, computer software programme, code, or process or any other electronic system, or
- 2.2 the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

LMA 5402  
10/11/2019

### **3. Communicable Disease Endorsement**

- 3.1 This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently, and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
- 3.2 For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
  - 3.2.1 for a Communicable Disease, or
  - 3.2.2 any property insured hereunder that is affected by such Communicable Disease.
- 3.3 As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 3.3.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 3.3.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 3.3.3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
- 3.4 This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.

LMA5393  
25/03/2020

### **4 Sanction Limitation and Exclusion Clause**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

JH2010/009  
29/07/2010

## Section I – General exclusions that apply to the whole policy

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### 1 You are not covered for any claim

- 1.1 while the **Vessel** is outside the cruising range shown in the **Certificate of Insurance**, unless required to safeguard the **Vessel**, **You** or **Your** guests;
- 1.2 when the **Vessel** is being used for charter, hire or private/commercial letting unless agreed by Us and is noted by **Endorsement 27** (Skipper Charter / Angling / Dive Clause) on **Your** current **Certificate of Insurance**;
- 1.3 from any act or omission of the person in charge of the **Vessel** if they were impaired following the consumption of alcohol or drugs;
- 1.4 from terrorism (unless cover is obligatory by law);
- 1.5 from lawful arrest, restraint or detention of the **Vessel**;
- 1.6 from war, civil war, conflict, commotion and riot;
- 1.7 any chemical, biological, bio-chemical, or electromagnetic weapon;
- 1.8 from fire or explosion on the **Vessel** where the Maximum Designed Speed of the **Vessel** exceeds 17 knots if fitted with inboard Machinery, unless:
  - (a) the **Vessel** is equipped in the engine room with a fire extinguishing system automatically operated; or
  - (b) has controls at the steering position; or
  - (c) controls next to the engine room; and
  - (d) all properly installed and maintained.
- 1.9 from sinking or swamping whilst the **Vessel** is unattended afloat if the **Vessel** is less than 5 meters in length overall and the Maximum Designed Speed is in excess of 17 knots unless agreed by Us.

### 2 You are also not covered

- 2.1 loss of use of the **Vessel**, loss of profits or loss of value;
- 2.2 indirect losses unless specifically covered elsewhere in the Policy;
- 2.3 punitive or exemplary charges or any costs resulting from any criminal proceedings;
- 2.4 loss or damage to **Your** moorings, unless agreed by Us; or
- 2.5 racing, if the **Vessel** is not a sailing **Vessel**.

### 3 Notices

Any notice which **You** are required to give us can be given by letter or email to Yachtsman euromarine, Abbey Moate House, Abbey Street, Naas, Co. Kildare Email - [info@yachtsman.ie](mailto:info@yachtsman.ie) or by phone 00353 45982668.

Any notice which **We** are required to give **You** can be given by post sent to **You** at the most recent address **We** have on file.

## Section J - General excesses and deductions that apply to the whole policy

- 1 The excess stated in the **Certificate of Insurance** will be deducted from all claims except in respect of claims:
  - 1.1 for **Total Loss**;
  - 1.2 for constructive **Total Loss**;
  - 1.3 under Section B "**Your Liability to Others**";
  - 1.4 under Section D "**Personal Accident & Emergency Medical Expenses**";
  - 1.5 for costs incurred solely to prevent or minimise a loss; and
- 2 Prior to the deduction of the excess, and except in the case of a **Total Loss** or **Constructive Total Loss**, **We** will reduce the amount **We** will pay by no more than 30% if repairing or replacing would restore the following items to a better condition than prior to the loss or damage:
  - (a) protective covers and canopies;
  - (b) **Machinery**, batteries, solar panels and tenders;
  - (c) paintwork or other surface finish including hull wraps;
  - (d) upholstery and soft furnishings;
- 3 Claims for pod propulsion drives will be subject to a 25% excess.
- 4 Claims for underwater **Machinery** damage (Outdrive, Rudder, Propeller, Strut, Shaft,) will be subject to:
  - a) on **Vessels** less than 8.53 meters will be subject to a doubled excess shown on **Our Certificate of Insurance**.
  - b) on **Vessels** Greater than 8.53 meters and more than 20 years old will be subject to a 1/3 excess.
  - c) on **Vessels** Greater than 8.53 meters and less than 20 years old will be subject to the excess shown on **Our Certificate of Insurance**.
- 5 Claims for outboard motor will be paid based upon the current **Market Value** at the time of the loss or the sum shown in the **Certificate of Insurance**, whichever is lower in addition to the excess shown on **Our Certificate of Insurance**.
- 6 Claims for **Personal Belongings** will be subject to an excess of €100.
- 7 Claims for navigational and auxiliary electronic equipment will be subject to a deduction of one third. This will be in addition to the excess stated in the **Certificate of Insurance**.
- 8 Whilst the **Vessel** is racing, and this has been agreed by Us and it is shown in the **Certificate of Insurance**, a deductible of 1/3 will be applied. This will be in addition to the excess stated in the **Certificate of Insurance**.
- 9 Claims for a tender less than 3.5 meters and its auxiliary outboard motor less than 15 hp will be subject to an excess of €250.00 or the excess in the **Certificate of Insurance**, whichever is lower.
- 10 In the event of no claims arising under this **Policy**, the same having been in force for 12 consecutive months the Renewal Premium will be discounted as follows: - If no claim arising in respect of 1 year 5% 2 consecutive years 10% 3 consecutive years 15% 4 consecutive years 20% 5 or more consecutive years 25%.

## Section K - Cancellation

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- 1 **You** may cancel the **Policy** at any time by contacting **Us** or **Your** broker.
- 2 **We** may cancel **Your Policy** at any time where there is a valid reason, subject to giving **You** or **Your** broker 15 days' notice in writing. Valid reasons for cancelling **Your Policy** include but not limited to:
  - non-payment of premium;
  - non-cooperation/failure to provide information; and
  - reasonable suspicion of fraud**We** will refund the premium excluding the administration fee & Insurance Premium Tax charged at inception.
- 3 The **Policy** may be cancelled at any time by mutual agreement.
- 4 Should the **Vessel** be sold or transferred to a new owner, or where the **Vessel** is owned by a company or other organisation should there be a change in the controlling interest of that organisation, this **Policy** will cease automatically from the time of that sale, transfer or change.
- 5 **You** may cancel the **Policy** within 14 days of purchase, or within 14 days of receiving the **Policy** documents, whichever is the later, **We** will refund the full premium that you have paid.
- 6 **You** may cancel the **Policy** more than 14 days after receiving the **Certificate of Insurance**, **We** will refund a pro-rata premium subject to a minimum of 15%, unless otherwise agreed in writing.
- 7 Where a refund of premium is due, no payment for any amount under €25.00 will be made.
- 8 There will be no refund of premium if a claim has been paid during the current period of Insurance.

## Section L - Claims

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1. In the event of an incident that may be the subject of a report:
  - 1.1 **You** must notify **us** of the occurrence of the loss within seven days of becoming aware of it, providing full details as to the circumstances and causes that gave rise to the incident. In the event of non-compliance any deterioration in the damage will be excluded from your claim.
  - 1.2 **You** must demonstrate your loss and provide us, or the person or company appointed by **Us** with any requested information or documentation on the circumstances and consequences of the claim.
  - 1.3 **You** must provide estimates of repair/replacement from at least two independent sources.
  - 1.4 **You** must assist **Us**, the person or company appointed by **Us** during the investigation and management of your claim.
2. In the event of your own damage, you must:
  - 2.1 Use the means at your disposal to safeguard and protect against any further damage or deterioration in order to lessen the consequences of the incident.

- 2.2 Ensure that the damage is preserved in its original condition without being altered (this includes not cleaning the hull, painting it or authorising repairs without the insurer's consent) until an inspection is carried out and you are authorised to make repairs.
  - 2.3 Keep the remains and vestiges of the accident until an inspection is carried out and you are authorised to make repairs.
  - 2.4 Ensure that there are no further damages or disappearances of the vessel or any associated parts or equipment.
  - 2.5 Provide **Us**, if required, documentation relating to the general maintenance of the vessel, including a copy of invoices subject to VAT.
3. in the event of sinking or the machinery being submerged in water You must provide evidence that **You** or **Your** appointed engineer, have taken all necessary preventative measures within **24 hours** followed by the incident including, but not limited to;
- 3.1 draining the engine/sump & gearbox of all water and flush it;
  - 3.2 remove the valve cover and remove the injectors. Rotate the engine by hand and spray wd-40 or similar water-repelling lubricant into cylinders to lubricate piston rings. Continue rotating the engine after spraying the lubricant to help coat the cylinder walls.
  - 3.3 Refit starter motor and following an oil/filter change, restart engine ASAP.
  - 3.4 Engine/gearbox - Change oil and any filters after a short run, expecting some water contamination of oil.
- If for any reason, the mitigation work will be delayed more than 24h , **You** must ensure that both engine and gearbox are drained and then filled completely with diesel fuel to reduce the onset of atmospheric corrosion within the engine and gearbox.
4. In the event of the theft of the Vessel, **You** must:
- 4.1 Provide **Us** with proof of purchase price, tell us the hull identification and provide proof of ownership.
  - 4.2 You must go to the police to report any theft or malicious damage as soon as possible, obtaining a crime reference number from the police.
5. In the event of maritime rescue, you must take the steps set out in section A.3.2 "Coverage for your boat" of this policy.
6. **You** are not authorised to:
- 6.1 Carry out any repairs, dismantling or replacement of parts without our prior consent, unless this is necessary to prevent further loss or damage and you have notified us in writing.
  - 6.2 Disposing of damaged parts, equipment, or items directly related to the incident of the damage or losses that may be critical to proving the cause of the loss.
7. We Will not pay the cost of:
- 7.1 Replacing an undamaged item or upgrading an area close to loss or damage (which has not been damaged) to match the parts replaced or repaired under a claim submitted under the Policy.
  - 7.2 Any repairs commenced prior to the acceptance of the claim and Insurers approval of the fair costs of incident related damage.
  - 7.3 Transport to another location unless agreed by **Us** in writing prior to any repairs commencing.
  - 7.4 Repairs where you cannot provide proof of payment for the total amount of the final agreed

invoice.

**7.5** Any claim more than the **Sum Insured** for any item listed in the **Certificate of Insurance** less any applicable excess or other deduction stated in Section J, subject to the terms and conditions of the Policy.

**8.** In the event of any claim accepted under this **Policy**:

**8.1** **We** have the right to request from our own selected repairer an alternative estimate on the incident-related damage.

**8.2** **We** have the right to settle any claim made against You by a third party.

**8.3** **We** have the right to bring a claim or legal proceedings in Your name in order to recover any sums **We** have paid.

**8.4** **We** may replace the Vessel or any insured item with one of similar age, type or condition even if the appearance is not the same.

**8.5** **We** will retain ownership of all the salvageable parts including the vessel in the case of a constructive total loss.

**9.** Careless misrepresentation in the context of a claim

If, on presentation of a claim, **We** obtain evidence which suggests that **You** failed to take reasonable care to verify the information **You** have provided at inception or during the claim process and **We** have relied upon this information in accepting **This Insurance** and setting the terms and Premium of **This Insurance** **We** may:

1. treat **This Insurance** as if it never existed and refuse to pay all claims and return the premiums paid, if **Your** carelessness causes Us to provide **You** with insurance cover which **We** would not otherwise have offered;
2. treat **Your** insurance as if it had been entered into on different terms from those agreed; or
3. reduce proportionately the amount paid on a claim if **We** would have charged more for **Your** insurance.

## Section M - Law applicable to the contract

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The law applicable to **This Insurance** contract is subject to agreement between the parties. Unless a special **Endorsement** to the contrary has been requested by **You** and agreed by **Us**, the law applying to **This Insurance** contract will reflect the domicile address of the insured.

## Section N - Endorsements that apply to the whole policy

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**Endorsements** - The following **endorsements** are only applicable if the **Endorsement** number is noted on the **Certificate of Insurance**.

- **Endorsement 1. Speed boat clause**  
Refer to **Your Policy** document Section I 1.1.8 and 1.1.9.
- **Endorsement 2. War, civil disturbance and terrorism**  
Subject to the warranties and other terms of the **Policy We** shall cover **You** in respect of physical loss of or damage to the **Vessel** caused by war, civil disturbance and terrorism. This extension may be cancelled by Us at any time by seven days written notice by prepaid post to the address shown in the **Certificate of Insurance** when **We** shall return to **You** a proportion of the premium paid in respect of the unexpired period of insurance provided by the Endorsement.
- **Endorsement 3. Machinery damage insurance**  
Refer to **Your Policy** document Section A 4.7 Cover to **Your Vessel**
- **Endorsement 4. Swinging mooring conditions**  
Refer to **Your Policy** document Section A 6.6.3
- **Endorsement 5. Loss of trailer**  
This **Policy** is extended to insure **Your** trailer up to the amount specified in the Certificate of Insurance against loss or damage subject to exclusions Section A 4.4.11.
- **Endorsement 6. Single-handed sailing**  
Refer to Section H 1.1.3 of **Your Policy** document.
- **Endorsement 7. Liabilities to and of waterskiers**  
Refer to Section B 4.4.5 of **Your Policy** document.
- **Endorsement 8. Permission to charter (bareboat)**  
Subject to the conditions and other terms of the **Policy We** shall cover the **Vessel** whilst on charter. The person chartering the **Vessel** will be insured by Us for exactly the same risks and on exactly the same terms as **We** insure **You**, and the excess applying to any claim arising whilst the **Vessel** is on charter will be the sum appearing on the **Certificate of Insurance**. This **Policy** does not cover loss or damage arising directly or indirectly from a failure by the person chartering the **Vessel** to comply with any express or implied terms of the charter party.
- **Endorsement 9. Assignment**  
**We** have noted the assignment of this **Policy** and/or any interest in the **Policy** and/or money payable under the **Policy** to the person or company named on the **Certificate of Insurance** or as otherwise agreed by Us in writing.
- **Endorsement 10. Racing risk extension**  
Refer to Section G of **Your Policy** document.
- **Endorsement 11. Crew**  
Notwithstanding General Condition H 1.3 it is a condition of this **Policy** that at all times when **Your Vessel** is underway a minimum two competent crew members are onboard.
- **Endorsement 12. Houseboat use**

We agree that the **Vessel** may be used as a Houseboat.

- **Endorsement 13. No excess applicable to third party liability claims**  
No **Excess** will be applied to Third Party Liability claims.
- **Endorsement 14. Medical expenses cover**  
Refer to Section D of **Your Policy** document.
- **Endorsement 15. Underwater machinery damage extension**  
Refer Section A 2.2.5 and Section J 4 of **Your Policy** document.
- **Endorsement 16. Survey**  
It is a warranty of this **Policy** that all recommendations pertaining to the seaworthiness and safety of the **Vessel** are carried out prior to any in commission period.
- **Endorsement 17. Third party only cover**  
**We** insure legal liability to third parties and passengers only, as shown in **Your Policy**. The insurance excludes the removal of wreck expenses unless specified on the **Certificate of Insurance**.
- **Endorsement 18. Netting & potting**  
The **Policy** is extended to cover the **Vessel** whilst used for static netting and potting. Excluding all cover on nets, pots and lines whilst in use and or any liability arising from the positioning of such gear.
- **Endorsement 19. Marina benefits**  
Refer to Section E of **Your Policy** document.
- **Endorsement 20. Taken ashore conditions**  
**You** must take **Your Vessel** ashore at all times:
  - when it has nobody on board; and
  - between sunset and sunrise.
- **Endorsement 21. Laid up period**  
Refer to Section A 6.6.3 of **Your Policy** document.
- **Endorsement 22. Continental use**  
**You** can take **Your Vessel** and use it on inland and coastal waters of Europe, for up to 30 days at any one time.
- **Endorsement 23. Personal Belongings**  
Refer to Section C of **Your Policy** document.
- **Endorsement 24. Outboard motor clause.**  
Refer to Section A 4.4.9 & 4.4.10 of **Your Policy** document.
- **Endorsement 25 IWAI**  
Notwithstanding anything contained herein to the contrary **We** will insure the **Vessel** whilst moored afloat on the Grand Canal, Royal Canal and the River Barrow between 1st October and 31st March any year. During this period **Your Policy Excess** will be doubled for all claims.
- **Endorsement 26. Passenger clause**  
The **Policy** is extended to cover the **Vessel** whilst used for the carriage of fare paying passengers, up to the number specified but not more than 12 passengers. Whilst the **Vessel** is used for carrying fare paying passengers it is warranted that all applicable local authority

regulations and licensing requirements are complied with at all times.

- **Endorsement 27. Skipper charter / angling / diving clause**

This **Policy** is extended to cover the **Vessel** whilst being operated as a pleasure charter angling / diving boat. It is warranted that all regulations and licensing requirement of all applicable authorities are complied with at all times.

- **Endorsement 28. Personal watercraft clause**

Notwithstanding any terms, conditions or exclusions of the **Policy** document the following Endorsement applies to this **Policy**.

It is warranted that:

- A The **Vessel** is used for private pleasure purposes only.
- B All drivers are aged 16 years or over.
- C All drivers are experienced in handling a **Vessel** of this type and power.
- D The **Vessel** is not used contrary to local bye laws or in an area that personal watercraft are prohibited.
- E The **Vessel** is not left afloat unmanned at any time unless secured as a tender to the main **Vessel** insured under this **Policy**.
- F Where fitted to the **Vessel**, the 'dead man's cord' is in operation at all times.

This **Policy** excludes loss or damage caused by

- G Damage caused by Ingestion of any foreign object or substance into the mechanics of the **Vessel** is not covered.
- H Wave jumping including launching and or beaching of the **Vessel** under power, Surf racing, stunts, or white-water use.
- I Theft of the **Vessel** when not in use, unless secured onboard as a tender to the main **Vessel** or locked to its trailer and the trailer is fitted with a wheel clamp or the **Vessel** is moored on a mooring platform in a marina approved by underwriters and noted on the **Certificate of Insurance**.

- **Endorsement 29. Water sports toys liability clause**

Refer to Section B4.4.5 of **Your Policy** document.

- **Endorsement 30. Boatwarden**

Notwithstanding anything contained herein to the contrary, if **Your Vessel** is fitted with the BoatWarden system, **We** will not deduct **Your Policy Excess** for theft claims under section A of **Your Policy** document.

## Know your boat

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We do not insist you give us a record of this information when you take out a policy. Should you need to make a claim, we may ask for some or all of these details. We hope it will be helpful to you to keep a record of this information in one place within the policy booklet.

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### Hull

Hull Identification Number: \_\_\_\_\_

Registration number: \_\_\_\_\_ Colour of hull: \_\_\_\_\_

Colour of deck: \_\_\_\_\_ Colour of superstructure: \_\_\_\_\_

Colour of antifouling (underwater): \_\_\_\_\_

*Note: You should find the hull identification number on the transom (usually starboard side) otherwise search the interior, for example, on the dashboard or helm position.*

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### Engine

Make of engine: \_\_\_\_\_ Model: \_\_\_\_\_

Serial number: \_\_\_\_\_

Gearbox or outdrive: \_\_\_\_\_ Make: \_\_\_\_\_ Serial No: \_\_\_\_\_

*Note: You should find your engine serial number on a plate on the swivel clamp of an outboard motor or on top of the engine on a sticker if it is inboard. Gearbox serial numbers are usually on a plate on the gearbox, while outdrive and transom shield numbers are marked on stickers, usually on the casing.*

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### Trailer

Make of trailer: \_\_\_\_\_ Model: \_\_\_\_\_

2/4 wheel: \_\_\_\_\_ Colour of chassis: \_\_\_\_\_

Colour of mudguards: \_\_\_\_\_ Braked/unbraked: \_\_\_\_\_

Serial No: \_\_\_\_\_



## How to contact us

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Our office is open Monday to Friday 09:00 to 17:15 excluding bank holidays. Outside of these hours you can email [info@yachtsman.ie](mailto:info@yachtsman.ie), and we will aim to call you back the next working day.

**Customer Service**                      **045 982 668 Ireland**

*For any queries that you may have or any changes that you wish to make to your policy.*

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### Claims Department

- E-mail address: [info@yachtsman.ie](mailto:info@yachtsman.ie)
- Phone number: 045 982 668
- Web: [www.yachtsman.ie](http://www.yachtsman.ie)
- Postal Address: Yachtsman euromarine. Abbey Moate House, Abbey Street, Naas, Co. Kildare. W91NN9V