

Pleasure Craft Policy

Important Information

Please read and keep safe

Introduction

Your Policy and Schedule

Here is your new Pleasure Craft Policy. It is broadly divided into two parts:-

The Policy Booklet – containing the terms of the Policy.

The Policy Schedule – containing information particular to **your** insurance protection.

May we please ask you to examine both to make sure that they give you protection according to your present needs. Almost certainly these needs will change. If they do, please let us know – your policy is designed for easy amendment or extension.

The Third EU Non-life Directive requires us to provide you with the following information:

The Law applicable to the Contract

Under the relevant European and Irish legal provisions the parties to the proposed contract of insurance, we, Aviva Insurance Ireland DAC (the Company) and you, the Proposer, are free to choose the law applicable to the contract. We propose that Irish law will apply to the contract. The insurer with which your contract will be concluded is Aviva Insurance Ireland DAC.

Complaints Procedure

We aim to give excellent service to all our customers; however, we recognise that things may occasionally go wrong. We will do our best to deal with your complaint as effectively and quickly as possible. If you arranged your policy cover through an intermediary or broker then you should initially direct your complaint to them. If the complaint is not resolved to your satisfaction you can contact Aviva Insurance Ireland DAC at 1800 666 555.

You can also write to the Aviva Ireland Complaints Team - Aviva Insurance Ireland DAC, Cherrywood Business Park, Dublin, Ireland, D18 W2P5 or you can contact the following:

- **Insurance Ireland** at Insurance Centre, 5 Harbourmaster Place, IFSC, Dublin 1, DO1 E7E8.

Phone: 01 676 1914

Fax: 01 676 1943

E-mail: iis@insuranceireland.eu

Website: www.insuranceireland.eu

- **Financial Services and Pensions Ombudsman**

Lincoln House, Lincoln Place, Dublin 2, D02 VH29

Phone: (01) 567 7000

E-mail: info@fspo.ie

Website: www.fspo.ie

You will not lose your right to take legal action if you contact either of the above.

Risks located in the UK

Where applicable, where insurance cover is provided under this Policy in respect of risks established or located in the United Kingdom [notified to and accepted by the Company], the insurance cover in respect of those risks will be provided through the Company's branch in the United Kingdom.

Insurance Act 1936

All monies which become or may become payable by *us* under *your* policy will in accordance with Section 93 of the Insurance Act, 1936 be payable and paid in the Republic of Ireland

Stamp Duties Consolidation Act 1999

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.



Aviva Insurance Ireland DAC
Aviva Insurance Ireland Designated Activity Company, trading as Aviva,
is regulated by the Central Bank of Ireland.
A private company limited by shares.
Registered in Ireland No. 605769.
Registered Office: Cherrywood Business Park, Dublin, Ireland, D18 W2P5.

Pleasure Craft Policy

Whereas the Insured by a proposal which shall be the basis of the contract and be held as incorporated herein has applied to the Company for the indemnity hereinafter expressed.

THIS POLICY WITNESSETH that in consideration of the payment of the Premium for the Period of Indemnity the Company agrees to indemnify the Insured against liability and loss arising from accidents occurring during the Period of Indemnity and subject to the terms exceptions warranties and conditions contained herein or endorsed hereon whilst the Insured Vessel is:-

In Commission

- (a) IN COMMISSION at sea or in inland waters or in port, docks, on ways, gridirons, pontoons, or on the hard or mud including hauling out and launching, with leave to sail or navigate with or without pilots, to go on trial trips and to assist and to tow vessels or craft in distress, or as is customary, but it is warranted that the vessel shall not be towed, except as is customary or when in need of assistance, or undertake towage or salvage services under a contract previously arranged by Owners, or Managers or Charterers.

Laid-up out of Commission

- (b) LAID-UP out of commission as provided for in the Schedule, including hauling out and launching, striking over, dismantling, fitting out, overhauling or whilst under survey (also to include docking and undocking and periods laid up afloat incidental to laying up or fitting out and with leave to shift in tow or other wise to and from the lay up berth but not outside the limits of the port or place in which the Insured Vessel is laid up) but excluding unless notice be given to and an additional premium agreed by the Company, any period for which the Insured Vessel is used as a houseboat or is under major repair or undergoing alteration.

Definition of Vessels

The Insured Vessel means the vessel, machinery, boat(s), gear and equipment, such as would normally be sold with the vessel if changing hands.

Section 1 – Loss of or Damage to the Insured Vessel

Loss or Damage

- (a) Accidental loss of or damage to the Insured Vessel (including machinery gear and equipment stored ashore) when such loss or damage directly results from:
- (i) Collision between the Insured Vessel and any other vessel or aircraft (including articles dropped therefrom) or any fixed or floating or other object.
 - (ii) Hanging up or pinning down.
 - (iii) Sinking or stranding.
 - (iv) Fire including self-ignition or lightning.
 - (v) Explosion external to the engine.
 - (vi) Hauling out or launching.
 - (vii) Docking or undocking.
 - (viii) Bad berth.
 - (ix) Collapse of cradles, slipways or props.
 - (x) Loading, discharging or shifting stores, fuel, gear, equipment or machinery.
 - (xi) Malicious act.
 - (xii) Theft of entire Vessel or Ship's Boat.
 - (xiii) The following upon forcible entry into the Insured Vessel or store ashore, of gear, equipment or machinery including outboard motor(s).
 - (xiv) Theft of outboard motor(s) provided it is securely locked to the Vessel or Ship's Boat(s) by an anti-theft device in addition to its normal method of attachment.
 - (xv) Stress of weather.
- (b) Accidental loss of or damage to the Insured Vessel by explosion or by the breakage of shafts or by any latent defect in the hull or machinery.
- (c) Accidental loss of or damage to the hull or machinery only by the negligence of any person whatsoever.

Provided that such loss or damage has not resulted from want of due diligence by the Owners of the Insured Vessel, or any of them, or by the Insured, or by the Manager of the Insured Vessel and excluding the cost of repairing, replacing or renewing any defective part condemned solely in consequence of latent defect, or fault or error in design or construction.

Provided always that the liability of the Company under sub-sections (a) (b) and (c) of this Section 1 shall be limited to the actual cost of repairing such damage or making good such loss and shall in no event exceed in respect of any item the value specified in the Schedule as the value of that item. Loss of or damage to sails, protective covers or running rigging subject to a deduction of one-third, new for old.

Salvage

- (d) Salvage – All sums which the Insured shall become legally liable to pay in respect of salvage of the Insured Vessel.
- Sue and Labour – All expenses reasonably and properly incurred by the Insured for the defence safeguarding and recovery of the Insured Vessel when designed to minimise a loss covered by this Policy.

Exceptions under Section 1

Exceptions to Loss or Damage Cover

- (a) Loss or damage arising through or consequent on demurrage loss of use or wear or tear or natural decay.
- (b) Loss of or damage to personal effects, consumable stores, fishing gear or moorings.
- (c) Loss of or damage to outboard motors through their dropping off or falling overboard unless caused by the Insured Vessel stranding or coming into collision.
- (d) Loss of or damage to motor or electrical machinery or batteries or their connections (excepting only the propeller and shaft) or metalling unless such loss or damage directly results from any peril specified in sub-sections (i) to (xiv) inclusive of Section 1(a).
- (e) Sails and protective covers split by the wind or blown away while set, unless occasioned by the vessel being stranded, in collision or in contact with any external substance (ice included) other than water, or in consequence of damage to the spars to which sails are bent.
- (f) Loss of or damage to sails, masts, spars, standing and running rigging while the vessel is racing unless such loss or damage is caused by the vessel being stranded, sunk, burnt, on fire, in collision or in contact with any external substance (ice included) other than water.

Section 2 – Public Liability (excluding passengers)

Third Party

- (a) All sums which the Insured shall become legally liable to pay for compensation in respect of:-
 - (i) Accidental damage to property other than property in or on the Insured Vessel for conveyance,
 - (ii) Accidental bodily injury to any person other than a person being a passenger on embarking on or disembarking from the Insured Vesselhappening on or about the Insured Vessel and caused by the Insured Vessel or those in charge of the Insured Vessel.
- (b) Liability of the Insured for the cost of raising the Insured Vessel or removing the wreck of the Insured Vessel by virtue of the powers enjoyed by the Port or Harbour or like Authority exercising jurisdiction over such raising or removal.
- (c) All expenses, after deduction of the proceeds of salvage incurred in removing the wreck of the Insured Vessel from any place owned, leased, or occupied by the Insured.

Section 3 – Public Liability (passengers)

Passenger Risk

All sums which the Insured shall become legally liable to pay for compensation in respect of accidental bodily injury to or accidental damage to the property of any person being a passenger on embarking on or disembarking from the Insured Vessel.

So far only as concerns the indemnification of the Insured by virtue of Sections 2 and 3, the expression "the Insured" whenever used in this Policy shall include also any person navigating or in charge of the Insured Vessel with the permission of the Insured whose name is specified in the Schedule.

Provided that:-

- (i) such person shall not be a person operating or employed by the operator of a shipyard repair-yard slipway yacht-club sales-agency or similar organisation.
- (ii) the indemnity so provided shall not relate to compensation claimed from such person by the Insured whose name is specified in the Schedule.
- (iii) for the purpose of applying the provisions of this Policy relating to the Limit of Indemnity the indemnity so provided shall be secondary to the indemnification under this Policy of the Insured whose name is specified in the Schedule. If the Company shall by virtue of Condition 5 discharge their liability in respect of any accident by paying to the Insured whose name is specified in the Schedule the Limit of Indemnity or such lesser sum as therein provided by such Condition, then the extension of Sections 2 and 3 to apply to such person aforesaid shall be null and void.

Exceptions under Sections 2 & 3

Exceptions to Third Party Cover

- (a) Liability in respect of damage to property belonging to or in the custody or control of the Insured.
- (b) Liability in respect of injury to any person under a contract of service or apprenticeship with the Insured.
- (c) Liability for which compulsory insurance or security is required by any road traffic legislation.

THE LIMIT OF INDEMNITY

The Liability of the Company under Sections 2 & 3 of this Policy for all compensation payable to any claimant or any number of claimants in respect of or arising out of any one occurrence or in respect of or arising out of all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity specified in the Schedule.

Law Costs

The Company will pay all legal charges and expenses recoverable from the Insured by any claimant and all legal charges and expenses incurred with the consent of the company in connection with any claim which may be the subject of the indemnity under this Policy.

Sistership Clause

Notwithstanding (a) of the Exceptions under Sections 2 and 3 should the Insured Vessel come into collision with another vessel belonging wholly or in part to the Insured or under the same management the Insured shall have the same rights under this Policy as he would have were the other vessel entirely the property of owners not interested in the Insured Vessel but in such case the liability for the collision shall be referred to a single Arbitrator in accordance with Condition 9 of this Policy.

No Claim Discount

In the event of no claim arising under this Policy during any Period of Indemnity of 12 consecutive months (including not less than four months in commission) the premium for the next Period of Indemnity whether under this Policy or a renewing Policy issued by the Company will be reduced as follows:

| | |
|---|------|
| If no claim has arisen in respect of the last 12 months | 5% |
| If no claim has arisen in respect of the last 2 years | 7.5% |
| If no claim has arisen in respect of the last 3 years | 10% |
| If no claim has arisen in respect of the last 4 years | 15% |

This Clause is not applicable to vessels insured for a value over €39,000.

Return of Premium

In the event of it being mutually agreed to cancel this Policy a Return of Premium will be allowed for every complete 15 days of the unexpired period.

Exceptions under Sections 1, 2 and 3

General Exceptions

Loss damage or liability arising through or consequent on:

- (a) Capture, seizure, arrest, restraint or detainment and the consequences thereof or any attempt thereat, also from the consequences of hostilities or warlike operations whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo) standing, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the Vessel concerned or, in the case of a collision, any other vessel involved therein is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power.
- (b) Civil War, revolution, rebellion, insurrection, or civil strife arising therefrom or piracy.
- (c) Strikers, locked-out workmen or persons taking part in labour disturbances, riots or civil commotions.
- (d) Ship's boat(s) having a maximum designed speed exceeding 17 knots, unless such boat(s) is specially covered herein and subject also to the conditions of the Speedboat Clauses, or is on the parent Vessel or laid up ashore.

Nuclear Exclusion

This Policy does not cover:-

- (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) any legal liability of whatsoever nature

Directly or indirectly caused by or contributed to by or arising from

- (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- (iv) 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
- (v) any chemical, biological, bio-chemical, or electromagnetic weapon.

Excess Clause

The Insured shall bear up to the amount specified in the Schedule as the Excess the first loss in respect of each and every accident provided that this Excess Clause shall not apply to Total Loss of the Insured Vessel.

Warranties

The Insured hereby warrants that at the commencement of the Period of Indemnity and at all times during the Period of Indemnity the Insured Vessel is and shall be:-

- (i) seaworthy or otherwise fit for the purpose and use intended, tight, staunch, strong, sound and in good condition.
- (ii) during the Laid-up Period laid up in a place of safety, dismantled, not fitted out or available for immediate use and not used for any purpose whatsoever other than dismantling, fitting out or customary overhauling.
- (iii) use for pleasure and/or passenger carrying only.
- (iv) registered as a British or Irish vessel unless exempt from registry.

Speedboat Clauses

Applicable where the maximum designed speed of the Insured Vessel and/or ship's boat exceeds 17 knots:

- A It is a condition of this insurance that when the Insured Vessel is underway the Insured named in the policy or other competent person(s) shall be on board and in control of the Insured Vessel.

B No claim shall be allowed in respect of:-

- (i) loss of or damage to the vessel or liability to any Third Party or any salvage services arising while the Insured Vessel is participating in racing or speed tests, or any trials in connection therewith.
- (ii) Rudder, propeller, strut, shaft, motor, electrical machinery or batteries, and their connections, unless the loss or damage is caused by the vessel being stranded, sunk, burnt, on fire, or in collision with any other vessel, pier or jetty, or while being removed from or placed in the vessel, or by theft of the entire vessel, or by theft following upon forcible entry onto the vessel or place of storage, or by theft of outboard motor provided it is securely locked to the vessel or boat(s) by an anti-theft device in addition to its normal method of attachment, or by fire in the place of storage ashore or by malicious acts.
- (iii) If the Insured Vessel be fitted with inboard machinery no liability shall attach to this Policy in respect of any claim caused by or arising through fire and/or explosion unless the craft be equipped in the engine room, or engine space, tank space and galley, with a fire extinguishing system automatically operated or having controls at the steering position and properly installed and maintained in efficient working order.

General Conditions

This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

Reporting Claims and Alterations

- 1 Please advise your broker if any of the following occurs
 - (a) of any loss, damage or injury.
 - (b) of any claim against the Insured.
 - (c) of any inquest or public enquiry.
 - (d) of any structural alteration or addition to the Insured Vessel.

Every such notice shall be given with full particulars immediately the same shall have come to the knowledge of the Insured or your broker.

Preventing Accidents

- 2 The Insured shall at all times take all reasonable care in the selection of employees, and shall use all reasonable precautions calculated to mitigate or remove risk of accident injury loss or damage, and shall take all reasonable steps to have the Insured Vessel properly manned and ship's boats properly marked with the name of the Insured Vessel, and also shall use your best endeavours to enforce the observance by all workmen and other persons in your employ of all proper safeguards and precautions against accidents.

Company's Rights after Accident

- 3 Upon the occurrence of any damage to the Insured Vessel the Insured shall immediately take all proper and reasonable steps for minimising the effects thereof and for preventing any further accident injury loss or damage resulting therefrom. The condition of the damaged property shall not be altered until the Surveyor of the Company shall have seen the same but the Insured shall forthwith take steps to mark any wreck and to raise a sunken vessel. The Company shall not be liable for the cost of any permanent repairs which are at any time made without its authority. The Company shall upon reinstatement of the damage by the Insured pay to the Insured its proportion of the amount actually expended for repairs or the Company may replace or at its own cost repair the damaged property and place the same in as good a state and condition as it was in before the damage. The Company or any person authorised by the Company shall at all reasonable times have free access to examine employees vessels ways works machinery plant appliances and gear employed by the Insured during the Period of Indemnity.

Subrogation

- 4 The Insured shall not negotiate pay settle admit or repudiate any claim without the written consent of the Company. The Company shall be entitled:-
 - (a) to undertake in the name and on behalf of the Insured the absolute conduct and control of any proceedings and any settlement of the same.
 - (b) to take proceedings at its own expense and for its own benefit in the name of the Insured to recover compensation or to secure an indemnity from any third party in respect of anything covered by this Policy.

The Insured shall render to the Company all possible aid in obtaining information and evidence.

Extent of Liability

- 5 If the Insured shall be held legally liable to pay in respect of any accident a larger sum than the Limit of Indemnity the Company shall not be liable for more than a rateable proportion of the legal charges and expenses involved. Provided that the Company may in the case of any accident pay to the Insured the limit of Indemnity (but deducting therefrom in such case any sum or sums already paid as compensation in respect thereof) or any lesser sum for which the claim or claims arising from such accident can be settled and the Company shall thereafter be under no further liability in respect of such accident by virtue of Sections 2 and/or 3 of this Policy except for the payment of legal charges and expenses defined as Law Costs in this Policy and incurred prior to the date of payment of such Limit of Indemnity or such lesser sum.

Assignment

- 6 The Insured shall not assign the benefit of this Policy without the previous written consent of the Company. No claim shall arise hereunder in relation to any accident occurring whilst the Insured Vessel is let on hire or used for reward for the conveyance of cargo unless with the previous consent of the Company.

Contribution Clause

- 7 If at the time of any accident or claim under this Policy there is or but for the existence of this Policy would be any other indemnity or insurance in favour of or effected by or on behalf of the Insured covering such accident or claim the Company shall not be liable under this Policy to indemnify the Insured in respect of such accident or claim except so far as concerns any excess beyond the amount which would be payable under such other indemnity or insurance had this Policy not been effected.

Cancellation

- 8 The insurance by this Policy may be cancelled by the Company at any time by sending seven days' notice by registered letter to the Insured at your last known address and in such event the Company will return to the Insured the premium in respect of the unexpired period.

General Conditions *(continued)*

Arbitration

- 9 If any difference shall arise between the Company and the Insured or any claimant under this Policy such difference shall be referred to a single Arbitrator and the costs of the reference and Award shall be in the discretion of the Arbitrator. The making of an Award in such reference shall be a condition precedent to any liability of the Company or any right of action against the Company in respect of such difference. If the Company shall disclaim liability to the Insured or to any claimant under this Policy for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been referred to Arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

Conditions Precedent

- 10 The due observance and fulfilment of the terms conditions and endorsements of this Policy by the Insured in so far as they relate to anything to be done or complied with by you shall be conditions precedent to any liability of the Company to make any payment under this Policy.

Duty of Disclosure

- 11 Any facts or changes, known to the Insured, affecting the risk since the inception of the Policy or last renewal date (whichever is the later) must be disclosed to us.

Failure to disclose may mean that the Policy will not provide the Insured with the cover required, a claim may not be paid or the policy may be declared invalid and void or may be cancelled.

Mid Term Alterations

- 12 If you make an alteration to your policy and this results in a change of premium, we will not charge or refund any amount under €20.



*For our joint protection, we may record and
monitor phone calls.*

Aviva Insurance Ireland DAC

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A private company limited by shares.

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