



Pleasure Craft

Your Pleasure Craft Policy

Allianz 

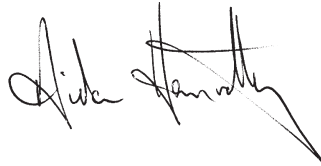


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Introduction

Allianz p.l.c. trading as Allianz agrees, in consideration of premium payment to Us, to insure You against loss, damage, liability or expense in the manner provided for within this policy subject to the exclusions herein set out and to the limit of indemnity and excess set out in the schedule hereto. The contract between Us consists of this policy wording and the schedule hereto and in addition, the declarations and information provided by You (whether by proposal form or otherwise) form part, and are the basis, of this contract. In this contract, references to the Insurer/Company/We/Us/Our means Allianz p.l.c. trading as Allianz and references to the Insured/You/Your/ Yourself means the policyholder named in the schedule.

A handwritten signature in black ink, appearing to read 'Aidan Hanratty', with a long, sweeping flourish extending to the right.

Aidan Hanratty
Member of the Board of Management
Allianz p.l.c.

Definitions

Anti-Theft Device: means a lock that is designed to prevent the outboard motor from being removed from the transom of the vessel.

Cruising Range: means the geographical limits specified in Your policy Schedule.

Domestic Appliances: means refrigerator, washing machine, stove, cooker, oven, microwave, air conditioner and the like.

Electronics & Navigation

Equipment: means portable and fixed items of electronic equipment that You own, that You use on Your vessel while it is in commission.

Endorsement: means any alteration to the terms of the policy agreed by Us in writing.

Fast Craft: means motorised vessels with a maximum designed speed greater than 17 knots.

Insured Vessel: means the hull, machinery and equipment such as would normally be sold with her when the vessel changes hands.

In Commission: means when the vessel is fitted out and ready for use.

Latent Defect: means a defect which is not discoverable by the exercise of reasonable care.

Laid-Up Period: means the period the vessel must be laid up ashore, moored in a marina or moored at a

specific location as specified in Your policy Schedule.

Limit of Indemnity: The total amount payable for all damages and all law costs in respect of any one occurrence or all occurrences of a series consequent on one original cause shall not exceed the Limit of Indemnity as stated in Your Policy Schedule.

Period of Insurance: means the period specified in the Schedule or any subsequent period for which the Company agrees to renew the Policy and to accept payment of the Premium.

Personal Effects: means articles normally worn or carried on the person. Money, Mobile Phones and Jewellery are excluded.

Policy: means Our agreement with You, including this policy wording, the Schedule and any other endorsements We issue in writing which may change the standard cover.

Policy Excess: means the amount(s) noted in the schedule to be deducted from each and every claim except in the case of total or constructive total loss of the Insured Vessel or other loss set out in Section 2 in the policy wording.

Schedule: means the Schedule in respect of Your Policy which We have most recently given to You or sent to Your last known address.

Definitions (continued)

Warranty: means a promise by You that :

- (i) Some particular thing shall or shall not be done; or
- (ii) some condition shall be fulfilled; or
- (iii) a particular state of affairs does or does not exist.

A Warranty must be strictly complied with i.e.

- (i) The thing must be done or not done; or
- (ii) the condition must be fulfilled; or
- (iii) the state of affairs must exist or not exist

and if it is not strictly complied with, the insurance cover may cease as from the moment of the breach of Warranty (and cover does not come back into existence if the breach of warranty comes to an end).

Cover

What Your Policy Covers

Subject to the provisions contained elsewhere within the policy, the Insured Vessel is covered: While in commission at sea or inland waters or at all places of legitimate mooring or storage within the cruising range stated in the schedule. While out of commission at marinas or inland water moorings or in storage ashore. While the vessel is being trailed within the jurisdiction of the Cruising Range noted on the Policy Schedule but excluding any Road Traffic liability.

Cover is provided on an agreed value basis or the reasonable cost of repair / replacement (whichever is the lesser) for items noted on the policy Schedule but not exceeding the sums insured.

In respect of the repair or replacement of these items, We will reimburse You the cost of reasonable repairs and/or replacements required to bring these items as near as possible to their appearance and condition immediately prior to the claimed loss or damage.

Subject to conditions, exclusions, endorsements and warranties contained within the Policy.

Section 1: Damage to Your Vessel

We will pay for loss of or damage to items noted in the Schedule caused by:

- (a) Accidental damage.
- (b) Fire, lightning and explosion.
- (c) Theft or attempted theft following a forcible entry.
- (d) Malicious damage.
- (e) Damage caused as a result of a Latent Defect.
- (f) Mechanical breakdown for engines not more than five years old at the time of loss.
- (g) Negligence.
- (h) Piracy and/or Violent Theft.

No claim shall be payable in respect of:

- (i) Wear and tear, depreciation, deterioration, vermin, corrosion, electrolysis, mould, inherent vice, and/or lack of maintenance.
- (ii) Damage to mast, sails, spars or rigging whilst racing.
- (iii) Mechanical breakdown for engines aged over five years.

Cover (continued)

- (iv) Excluding the cost of repairing or replacing any part of the vessel which has been found to be Latently Defective.
- (v) Personal effects (unless specified in the schedule).
- (vi) Parent vessel's tender(s) not permanently marked with the name of the parent vessel.
- (vii) Sails and protective covers split by the wind or blown away, unless in consequence of damage to the spars to which sails are bent, or caused by the vessel being stranded or in collision or contact with any external substance (ice included) other than water.
- (viii) Damage caused as a result of the Insured Vessel(s) including inboard and outboard engine(s) not being winterised as per manufacturers specification.
- (ix) For loss or damage to cameras, portable radios, mobile phones, moorings, provisions and fuel unless You advise Us and We agree to extend cover in writing.
- (x) Theft from Your Boat of Personal Effects or Electronic and Navigation Equipment unless there is physical evidence of violent and forcible entry into a lockable part of the vessel.
- (xi) Excluding Piracy and or Violent Theft in respect of Endorsements E10 - Cruising Range, E11 - Cruising Range and E12 - Cruising Range (refer to Endorsements page 17-19).

Marina Mooring Benefit: Claims that occur whilst moored at a marina berth will not incur a loss of no claims bonus or premium loading.

Section 2: Liabilities to Third Parties

We will pay for all sums which You become legally liable to pay by reason of interest in the Insured Vessel and arising out of accidents occurring during the period of this insurance, subject to the limit noted in the Schedule inclusive of legal costs and expenses, in respect of:

- (a) Loss or damage to any other vessel or property;
- (b) Loss of life, personal injury or illness; caused by the Insured Vessel; and
- (c) Any attempted or actual raising, removal or destruction of the Insured Vessel or its cargo or any failure to raise, remove or destroy same.
- (d) property damage during the Period of Insurance caused by or arising from sudden and accidental pollution directly or indirectly arising from the discharge, release or escape of fuel, lubricants or sewage from holding tanks from the vessel within the Cruising Range, other than liability arising from or connected with:

Cover (continued)

- Your own recklessness, deliberate actions or misconduct;
- the recklessness, deliberate actions or misconduct of any person in possession of the vessel with Your permission;
- fuel or lubricants not being used in connection with the operation of the vessel at the time of loss; or
- fines, punitive, aggravated or exemplary damages.

In respect of claims caused or arising from sudden and accidental pollution the Limit of Indemnity shall not exceed €500,000 (for all damages and all law costs) for any one period of insurance.

We will also pay the legal costs and expenses incurred by the Insured contesting liability or taking proceedings to limit liability with Our prior consent.

We will further pay the costs for Your representation at any coroner's inquest or fatal accidental inquiry.

Except where otherwise provided by endorsement, the above provisions will apply to any other person navigating or in charge of the Insured Vessel with Your permission. It is assumed that such a person is acting as Your agent.

Exclusions to Section 2:

This insurance does not cover any liability or expense arising from:

- (i) Any employer's liability.
- (ii) Any Road Traffic liability.
- (iii) Any liability to, or incurred by, any person engaged in water-skiing, aquaplaning or other sport or activity while being towed by the Insured Vessel. Except where otherwise provided by endorsement.
- (iv) Any punitive or exemplary damages however described.
- (v) directly or indirectly out of or in any way connected with, the existence, at any time, of asbestos.

Cover (continued)

Section 3: Personal Accident

Where the policyholder or policyholders' crew member suffers bodily injury by accidental external violent and visible means whilst in control of the insured vessel described in the schedule. We will at Your request pay to the insured person or their legal representatives the benefits specified provided such injury shall, independently of any other cause and within three months result in:

Item No.	Benefits
1. Death	€10,000
2. Complete and permanent loss of sight of one or both eyes.	€10,000
3. Loss by severance of one or more limbs at or above the wrist or ankle	€10,000
4. Permanent total disablement	€10,000
5. Hospitalisation (payable for up to ten weeks)	€100 per week

Provided that

- a) In respect of items 1 to 4 above the total amount payable shall not exceed €10,000
- b) No Benefit will be paid until the total amount has been ascertained and agreed.
- c) No Benefit will be paid arising out of an accident where any crew member
 - (i) was convicted or a prosecution is pending under any legislation relating to the level, concentration or quantity of alcohol or drugs in their body.
 - (ii) Following a post mortem examination is found to have a higher level, concentration or quantity of alcohol or drugs in their body than is permitted by legislation of the territory where the accident occurred
 - (iii) is not permitted to be in control of the vessel as detailed in the policy and schedule of insurance

Permanent Total Disablement

means a disablement which permanently, completely and continuously prevents the crew member from attending to business or occupation of any and every kind and which lasted 3 months is certified by medical evidence to be beyond hope of improvement.

Cover (continued)

Hospitalisation

means in-patient care for a period of more than 7 consecutive days in an institution which has facilities for diagnosis, treatment and major surgery and has accommodation for persons as in-patients. It does not include a long term nursing unit, a geriatric or pre-convalescent ward or an extended care facility for convalescence, rehabilitation or other similar function.

General Exclusions

General Exclusions to Your Policy

The following exclusions will take precedence over all other conditions in the policy:

1. No claim will be allowed under the policy where the Insured Vessel is used at any time for purposes other than private pleasure.
2. No claim will be allowed under the policy where the Insured Vessel has a Maximum designed speed in excess of 17 knots. Unless otherwise specified by endorsement.
3. No claim will be allowed under this policy arising from Theft of the outboard motor(s) unless it is securely locked to the vessel by means of an anti-theft device in addition to the normal method of attachment.
4. No claim will be allowed under the policy where the Insured Vessel is engaged in water-skiing or other sports or activities involving the Insured Vessel towing items. Unless otherwise specified by endorsement.
5. No claim will be allowed under the policy where an incident occurs while the Insured Vessel is in commission and outside the cruising range specified in the Schedule.
6. No claim will be allowed for items valued over €1,000 that have not been specified on the proposal form or subsequently advised in writing to the Company in respect of Personal Effects, Domestic Appliances, Electronics and Navigation Equipment.
7. No claim will be allowed under the policy where the Insured Vessel is in breach of the Laid-Up Period specified in the Schedule.
8. No claim will be allowed under the policy arising from towing another vessel or whilst being towed by another vessel except in an emergency or when it is customary.
9. No claim will be allowed unless you exercise reasonable care to make the Insured Vessel seaworthy at the start of this Policy (or at the first date of putting to sea, if later), and you will exercise reasonable care throughout the period of insurance to make and keep the Insured Vessel in a seaworthy condition, and you will keep the vessel in a safe place when not underway.
10. In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to, by or arising from;
 - (i) Any weapon or device employing atomic or nuclear fission and/or fusion or any other like reaction or radioactive force or matter.

General Exclusions (continued)

- (ii) Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
 - (iii) The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
 - (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.
11. Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
- (i) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or
 - (ii) any act of terrorism. An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- This insurance also excludes liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (i) and/or (ii) above.
- If the Company alleges that by reason of this General Exclusion any liability, loss, damage, cost or expense is not covered by this insurance the burden of proving contrary shall be upon the Insured.

General Exclusions (continued)

In the event any portion of this General Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

12. This insurance excludes liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with;
 - (i) The loss of alteration of or damage to, or
 - (ii) a reduction in the functionally availability or operation of a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code including but not limited to computer virus, worm, logic bomb or trojan horse.
13. In no case shall this insurance cover loss, damage, liability or expense or directly or indirectly caused by or contributed to, by or arising from;
 - (i) Any chemical, biological, bio-chemical or electromagnetic weapon,
 - (ii) the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system.

Conditions

General Conditions of Your Policy

1. This policy is personal to You and is not transferable.
2. The excess stated in the Schedule shall apply to all claims other than claims in respect of total or constructive total loss of the Insured Vessel, racing risks claims or any claim under Section 2: Liabilities to Third Parties and Section 3: Personal Accident of this policy.
3. In addition to the excess we may deduct an amount for wear, tear and depreciation.

In respect of protective covers, masts, sails, running rigging and outboard motors we may deduct up to 1/3rd, arising from new for old from the reasonable cost of replacement.
4. Any incident or occurrence, which may give rise to a claim under this insurance, shall be promptly notified to the Company and any theft, attempted theft or malicious damage shall be reported promptly to the Police.
5. In the event of a claim under this policy should the Insured Vessel require repairs the Company may take tenders or require tenders to be taken.
6. In case of any accident or loss, it is the duty of the Insured to take such measures as may be reasonable for the purpose of averting or minimising a loss which would be recoverable under this insurance.
7. All Statutory and Ministerial requirements must be complied with.
8. This insurance may be cancelled by the Company at any time subject to 30 days notice to the Insured.
You may cancel the Policy at any time by written notice.
If there has been no claim during the current Period of Insurance We will return premium for the unexpired Period of Insurance.
9. When the Insured Vessel is under way the named Insured or any other competent person navigating or in charge of the Insured Vessel with the insured's permission shall be on board and in control of the vessel. Unless otherwise specified by endorsement.
10. The Insured Vessel can only be sailed single-handedly between the hours of sunset and sunrise local time and only for a cumulative total of 50 nautical miles per day. Otherwise a sufficient number of experienced crew must be on board.

Conditions (continued)

11. The policyholder shall render to the Company all possible aid in obtaining information and evidence should the Company desire to take proceedings at their own expense and for their own benefit in the name of the policyholder to recover compensation or to secure an indemnity from any third party in respect of anything covered by this insurance.
12. The laws of Ireland will apply to your policy and the Irish courts will have jurisdiction to hear any dispute.
13. The observance and fulfilment of the terms Exclusions and Conditions of this Policy in so far as they relate to anything to be done or complied with by the Insured of any other indemnified party shall be conditions precedent to any liability of the Company to make any payment under this Policy.
14. This Policy will be voidable in the event of misrepresentation, misdescription or nondisclosure of any material facts i.e. those circumstances which may influence Us in our acceptance or assessment of this insurance. If You are in any doubt as to whether a fact is material or not please disclose it. This condition applies for the duration of Your Policy.
15. If a claim is fraudulent in any respect or if fraudulent means are used by the Insured or by anyone acting on his behalf to obtain any benefit under this Policy or if any Damage is caused by the wilful act or with the connivance of the Insured all benefits under this Policy shall be forfeited.
16. All differences arising out of this Policy shall be referred to the decision of an arbitrator to be appointed by the parties or failing agreement by the President for the time being of the Law Society of Ireland. Where any difference is referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of the liability shall be deemed to have been abandoned.
17. The onus is on the Policyholder to review the value of the insured items at each renewal.

Extensions

Additional Sections where applicable:

1: Cover Whilst Racing

Where the Insured Vessel is engaged in racing and the Company agrees to delete exclusion (ii) and (vii) of Section 1, the following section applies and We will pay:

- (a) The cost of replacing or repairing sails, spars, masts, standing and running rigging lost or damaged whilst the vessel is racing, subject to the loss being covered in Section 1 of the policy.
- (b) The amount recoverable under the policy is 75% of this cost in respect of vessels 7 metres and over in length and 100% in respect of vessels under 7 metres in length (but excluding the excess) unless the loss or damage is caused by the Insured Vessel being stranded, sunk, burnt, on fire, in collision or in contact with any external substance (ice included) other than water, when the cost of replacement or repair is recoverable in full, subject only to the deduction for new for old and the excess stated in the Schedule.

Indemnity under this Section is calculated on the basis of the value of all sails (whether set or not), masts, spars, standing and running rigging carried and shall not exceed the sum stated in the Schedule for this purpose.

2: Fast Craft

Where the Insured Vessel has a maximum designed speed greater than 17 knots and the Company agrees to delete General Exclusion 2, the following section applies:

- (a) No claim shall be allowed under any section of the policy for vessels under 7.6m unless within sight of shore caused by:
 - (i) The Insured Vessel being stranded, sunk, swamped, immersed or breaking adrift, while left moored or anchored unattended off an exposed beach or shore.
 - (ii) The Insured Vessel's participation in racing or speed trials, or any trials in connection therewith.
- (b) If the Insured Vessel is fitted with inboard machinery, no claim shall be allowed arising from fire or explosion unless the vessel is equipped in the engine room (or engine space) tank space or galley, with a fire extinguishing system automatically operated or having controls at steering position and properly installed and maintained in efficient working order.

Extensions (continued)

3: Water Sports

Where the Insured Vessel is engaged in water sports and the Company agrees to delete Section 2: Liabilities to Third Parties Exclusion (iii) and General Exclusions 4, the following section applies: Including liability to, or incurred by any person engaged in

- (a) waterskiing and wakeboarding.
- (b) the towing of rings.

Limit of Indemnity €1,000,000 any one accident or occurrence.

Personal floatation device must be worn by persons engaged.

Only one person to be towed at a time. Excluding liability to, or incurred by any person engaged in parasailing or towing of banana boats.

Endorsements (operative only if indicated on the Schedule)

E01 - Cruising Range

Cruising confined to Inland waterways of the Republic of Ireland and Northern Ireland.

E02 - Cruising Range

Cruising confined to Inland waterways & Coastal waters of the Republic of Ireland and Northern Ireland.

E03 - Cruising Range

Cruising confined to Coastal waters of the Republic of Ireland and Northern Ireland.

E04 - Cruising Range

Cruising confined to Coastal waters of the Republic of Ireland and Northern Ireland including the Irish Sea.

E05 - Cruising Range

Cruising confined to Coastal waters of the Republic of Ireland, Northern Ireland and UK including the Irish Sea.

E06 - Cruising Range

Cruising confined to Coastal waters of the Republic of Ireland, Northern Ireland, UK (including the Irish Sea) and France, not south of La Rochelle.

E07 - Cruising Range

Cruising confined to Inland waterways & Coastal waters of the Republic of Ireland, Northern Ireland and UK including the Irish Sea.

E08 - Cruising Range

Cruising confined to Inland waterways & Coastal waters of the Republic of Ireland, Northern Ireland

and west Coast of UK, not north of Mull including the Irish Sea.

E09 - Cruising Range

Cruising confined to Coastal waters of the Republic of Ireland, Northern Ireland, U.K (including the Irish Sea and English Channel) France, Spain and Portugal not south of 36 degrees North, (including strait of Gibraltar), not east of Gibraltar (excluding Mediterranean Sea).

E10 - Cruising Range

Cruising confined to Coastal waters of the Republic of Ireland, Northern Ireland, U.K (including the Irish Sea and English Channel) France, Spain and Portugal not south of 36 degrees North (including strait of Gibraltar), including Mediterranean not East of 5 degrees East).

E11 - Cruising Range

Cruising confined to Coastal waters of the Republic of Ireland, Northern Ireland, U.K (including the Irish Sea and English Channel) France, Spain and Portugal not south of 36 degrees North (including strait of Gibraltar), including Mediterranean not East of 10 degrees East).

E12 - Cruising Range

Cruising confined to Coastal waters of the Republic of Ireland, Northern Ireland, U.K (including the Irish Sea and English Channel) France, Spain and Portugal not south of 36 degrees North (including strait of Gibraltar), including Mediterranean not East of 15 degrees East).

Endorsements (operative only if indicated on the Schedule)

E13 - Temporary Extension of Cruising Range

Policy extended to Europe for 30 days from date agreed with the Company.

E14 - Temporary Extension of Cruising Range

Cruising range extended to include Coastal waters of the Republic of Ireland and Northern Ireland for 30 days from date agreed with the Company. Excess increases by 100% for this period.

E15 - Laid-Up Period

Insured Vessel to be laid up ashore from 1/11 to 31/3 annually.

E16 - Laid-Up Period

Insured Vessel to be laid up ashore from 1/11 to 31/3 annually or otherwise moored in a marina, with in commission use permitted during this period.

E17 - Laid-Up Period

Insured Vessel not to be left in the water during the period 1/11 to 31/3 annually.

E18 - Laid-Up Period

Insured Vessel to be laid up ashore for the duration of this Insurance.

E19 - Laid-Up Period

Insured Vessel to be moored at the location agreed with the Company (12 months in commission).

E20 - Laid-Up Period

Insured Vessel to be laid up ashore after use.

E21 - Third Party Liability Only

Third Party Liability Only as per Section 2. Section 1: Damage to your Vessel deleted.

E22 - Damage to your Vessel Only

Damage to your Vessel only as per Section 1. Section 2 Liabilities to Third Parties deleted.

E23 - Vessels with Maximum Designed Speed of 18-25 knots

Any person in command of the Insured Vessel (other than the insured) must have completed the Irish Sailing Association National Power Boat Handling Certificate (or its equivalent) or Yachtmaster Cert (Coastal, Offshore and Ocean but Excluding Shore based) or International Operators of Pleasure Craft qualification, Dive Boat Coxswain qualification or have a minimum of 3 years experience with Fast Craft. General Exclusions 2 deleted and Extension 2 Fast Craft applicable.

E24 - Vessels with Maximum Designed Speed in excess of 25 knots

Any person in command of the Insured Vessel must have completed the Irish Sailing Association National Power Boat Handling Certificate (or its equivalent) or Yachtmaster Cert (Coastal, Offshore and Ocean but Excluding Shore based) or International Operators of Pleasure Craft qualification, Dive Boat Coxswain qualification or have a minimum of 3 years experience with Fast Craft. General Exclusions 2 deleted and Extension 2 Fast Craft applicable.

Endorsements (operative only if indicated on the Schedule)

E25 - Waterskiing and Wakeboarding

Extension 3: Water Sports Applicable.
Section 2: Liabilities to Third Parties
Exclusion (iii) deleted. General
Exclusions 4 deleted.
Section (b) the towing of rings
deleted.

E26 - Waterskiing, Wakeboarding & Towing Rings

Extension 3: Water Sports applicable.
Section 2: Liabilities to Third
Parties Exclusion (iii) deleted.
General Exclusions 4 deleted.

E27 - Racing Risks

Extension 1: Cover Whilst Racing
applicable. Section 1: Damage to Your
Vessel (ii) and (vii) deleted. Racing
Risks Extension covered as per value
stated on Policy Schedule.

E28 - Survey/Condition Report

All surveyors recommendations
must be complied with within time
frame agreed with the Company.

E29 - Premium Protection

In any consecutive 3 year renewal
period, You may incur one unlimited
claim without any impact on Your
premium. In addition, any payment
for fire or theft will not impact Your
premium.

E30 - Cruising Range

Cruising confined to Ireland, UK,
Continent of Europe that is between
Brest and the River Elbe including
Channel Islands, Isle of Man and
Northern Ireland.

E31 - Cruising Range

Cruising confined to Inland
waterways and Coastal waters of
Ireland, UK including Channel
Islands, Isle of Man, Scilly Isles and
Continental Coastal waters
between Brest and the River Elbe and
European Inland waterways not
south of 46 degrees North and not
East of 10 degrees east.

E32 - Laid-Up Period

Insured Vessel not to be left
unattended during the period 01/04
to 31/10 annually unless moored at a
marina, acknowledged sheltered
mooring or acknowledged sheltered
harbour. Insured Vessel must be
marina based or laid up ashore when
unattended during the period 1/11
to 31/3.

E33- Laid-Up Period

Insured Vessel to be based in a 24
hour manned secure marina when
left unattended.

Making a Claim

If You have any queries or if You need any advice in making a claim contact our claims department on 01 6133908 which is open 9am to 5pm Monday to Friday. When You are making a claim please note the following points:

Complete and return a claim form. Estimates should be submitted with Your claim. Once the estimate has been agreed by Us You can proceed with repairs/redecoration.

If property has been stolen or maliciously damaged, or if You lose a valuable item, You should inform the Gardai or Police as soon as possible. You will receive the Garda report form with Your claim form. When necessary – in the case of broken windows, burst pipes or if the vessel is taking on water for example – You should have emergency repairs carried out immediately to prevent possible further damage to Your property. If the claim includes injury to someone else or damage to their property, You should send written details to Us as soon as possible. It is vital that we deal with such claims on Your behalf. Under no circumstances should you make an admission of liability.

Any letters or documents You receive should be sent unanswered to Us without delay. Where we need to discuss Your claim You will be contacted as soon as possible to make an appointment.

Consumer Information

Your Insurer

The underwriter of Your insurance is Allianz p.l.c., trading as Allianz, having its registered office at Allianz House, Elmpark, Merrion Road, Dublin 4, companies registration office no 143108. Vat no IE0646922D. Our contact details are: telephone: +353 1 6133000 fax: +353 1 6134444, and email: info@allianz.ie

Regulatory Status

Allianz p.l.c. is regulated by the Central Bank of Ireland.

Main business

Allianz p.l.c. is a non-life insurance undertaking which underwrites personal, commercial, education, religious and social insurance products.

How we charge

The charge for Our services is the premium (including applicable government levies and/or premium taxes).

Default

Non-payment of Your premium or part thereof or breach by You of certain conditions of Your policy may lead to Your policy being revoked or cancelled.

Language

Your policy and all communications with You or by You to Us will be in English.

Compensation

Please note that in the event of Allianz being unable to pay a claim,

You may be entitled to compensation from the Insurance Compensation Fund in Ireland.

Right of Withdrawal

You have the right to withdraw from this policy, provided You have not made a total loss claim, within 14 days of the latest of:

- (1) The starting date of cover, or
- (2) the date on which You receive the full terms and conditions of your Policy.

Withdrawal effectively means that no policy was ever in place, and you may exercise this right by notice in writing to Us at the address given above, quoting Your policy number. Should You exercise this right We will refund You any part of Your premium You have paid less an administration fee. If the cover is motor insurance, the premium cannot be refunded until the Allianz Certificate of Motor Insurance and Insurance Disc have been returned to Allianz. Please note that the right of withdrawal does not apply if the insurance policy under which insurance cover is provided is for less than 1 month.

Governing law

The laws of Ireland will apply to Your policy and the Irish courts will have jurisdiction to hear any dispute.

Policy Alteration, Additional and Return Premiums

Where Your policy is altered during any Period of Insurance, We will re-calculate Your premium. This may result in an additional premium due to Us, or a return premium due to You.

Consumer Information

A Premium Transaction Charge may be applied to all such alterations, as detailed in Your schedule.

Where applicable, the Premium Transaction Charge will be added to any additional premium due to Us, or deducted from any return premium due to You.

We will only charge or refund a premium provided the amount is greater than or equal to the amount detailed in Your Schedule.

Where applicable, a Government Levy applies to all premium calculations.

Alteration to terms and conditions

In the event of a claim We may advise You, at the time of Your next renewal, of altered policy terms and conditions which increase Your premium and/or excess, and/or reduce cover.

Complaints

We aim to deliver the very highest standards of customer care. If You have any enquiry or complaint, please contact, with Your policy/quote number and details:

Customer Focus Manager,
Allianz,
Allianz House,
Elmpark,
Merrion Road,
Dublin 4.
Tel: +353 1 6133000,
Fax: +353 1 6134444,
Email: info@allianz.ie

If Your complaint is not resolved to Your satisfaction and You remain dissatisfied with our final response to Your complaint You can refer Your complaint to:

- (1) **The Financial Services Ombudsman Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.**
Locall 1890-882090,
Tel: +353 1 6620899,
Fax: +353 1 6620890,
Email - enquiries@financialombudsman.ie
Website – www.financialombudsman.ie

and/or

- (2) **Insurance Information Services – Irish Insurance Federation, 39 Molesworth Street, Dublin 2.**
Tel: +353 1 6761914,
Fax: +353 1 6761943,
Email - iis@iif.ie
Website – www.iif.ie

Allianz,
Allianz House,
Elmpark,
Merrion Road,
Dublin 4.

Tel: 01 613 3906

Fax: 01 660 5246

www.allianz.ie

Calls may be recorded or monitored for regulatory, training and quality purposes.

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