
Craft Insurance Policy

RSA Insurance Ireland DAC and the Insured agree that

This Policy the Schedule (including any Schedule issued in substitution) and any Memoranda shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears

The Proposal or any information supplied by the Insured shall be incorporated in the contract RSA Insurance Ireland DAC will provide the insurance described in this Policy subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and we shall agree to accept the premium

All monies which become payable by us under this policy shall in accordance with Section 93 of the Insurance Act 1936 be paid in the Republic of Ireland

All amounts in this Policy are in Euro unless specifically stated to the contrary

If any change to your policy accepted by us would [but for this clause] result in additional premium payable by you of not more than €25 then we will not charge you in respect of such additional premium.

If any change to your policy accepted by us would [but for this clause] result in a refund of premium to you of not more than €25 then we will not be obliged to make such a refund to you.

Stamp Duty has been or will be paid in accordance with the provisions of Section 113 of the Finance Act 1990

Provided that this Policy shall not be in force unless it has been initialled by an authorised official of RSA Insurance Ireland DAC.

RSA is a registered business name of RSA Insurance Ireland Designated Activity Company (DAC). RSA Insurance Ireland DAC trading as RSA is regulated by the Central Bank of Ireland and is a private company limited by shares registered in Ireland under number 148094 with registered office at RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16.

CRAFT POLICY

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GENERAL DEFINITIONS

Throughout this Policy, “You” and “Your” refer to the “Insured” shown on the Schedule. “We” and “Our” refer to RSA Insurance Ireland DAC providing this insurance.

“Insured ” means the Insured as stated in the schedule or any person operating the Insured’s vessel/craft with the Insured’s permission and without charge. This does not include a paid master or crew member of the insured vessel, or any person or organisation or their agent or employee operating a marina, shipyard, sales agency or like organisation.

“Vessel” means your Craft as described in the Schedule.

“Hidden Defect” means a hidden flaw in the construction or material of the vessel or part of the vessel which is not discovered by using reasonable care.



SECTION A

HULL INSURANCE — LOSS OF OR DAMAGE TO THE VESSEL

PROPERTY INSURED

We cover your vessel[s] as described in the Schedule, including outfit and equipment which form part of the vessel's inventory. We also cover the dinghy and its motor which you own and use with your vessel and which is usually carried on deck or in davits. We cover this property afloat and while ashore or being transported on a land conveyance, including during loading or unloading. If equipment is temporarily not on board the vessel and is ashore for storage or repair, we will cover it for up to 20% of the amount shown in the Schedule. This reduces the amount of insurance remaining on the vessel by the value of that equipment.

PERILS INSURED

Unless excluded under Section E of this Policy, we insure against all risks of accidental direct physical loss or damage. We also cover physical damage caused directly by any hidden defect in your vessel. However, we do not cover the cost of repairing or replacing any defective part or of making good a defect in design or construction.

VALUATION

We have agreed with you the value of your vessel and other property covered, as stated in your proposal form. This amount is shown in the Schedule. It will be used to help us measure the amount of loss.

AMOUNT WE WILL PAY

We will pay for a total loss of your vessel[s] and other property covered only if the vessel is completely lost or destroyed. We will also pay for a constructive total loss if the cost of recovering and repairing the vessel is greater than the amount of insurance shown for your vessel on the Schedule. If we pay you for a total loss or constructive total loss, you agree that we are entitled to salvage proceeds or recovery therefrom, if any. If there is a total loss of your vessel, we will not deduct for depreciation in determining the value of any property. If there is a partial loss, however, we may deduct for depreciation on inboard engines, machinery, outboard motors, sails and protective covers of fabric or similar material.

REPAIR OPTION

In the event of damage, we have the option of limiting payment for repair of the damaged portions in accordance with:

- (a) customary and/or generally accepted boatyard repair practices and/or
- (b) the repair procedures recommended by the builder.

We also have the option of deciding the place of repair or repairing firm and may require tenders to be sought for the repair work.



SECTION A
(Continued)

DEDUCTIBLE

We will subtract the deductible shown on the Schedule from any payment we make under this Section for all losses due to a single accident or incident. However, the deductible amount will not be subtracted if there is a total loss or constructive total loss of your vessel.

**ADDITIONAL
COVER**

We will pay all reasonable salvage charges and necessary expenses up to the value of your vessel shown on the Schedule, for minimising or averting a loss covered by the Policy.

In the event of an accidental grounding we will pay the costs of examining the bottom of the vessel, if reasonably incurred for that purpose, even if no damage is found.

SECTION B

BOAT TRAILER COVER

**COVER
PROVIDED**

We provide cover for the trailer[s] listed on the Schedule against all risks of accidental loss or damage to the trailer/s from any external cause, unless excluded under Section E.

**AMOUNT WE
WILL PAY**

In determining the amount of our payment to you under this Section, we will pay the lesser of:
(a) the cost of repairs
or
(b) replacement cost less depreciation
but in no case is payment to exceed the amount of insurance shown on Schedule.

DEDUCTIBLE

The amount stated in the Schedule will be deducted from each adjusted loss. However, the deductible will not be applicable in the event of a total loss or a constructive total loss of the trailer.

SECTION C

LIABILITIES TO THIRD PARTIES

COVER PROVIDED

Unless excluded under Section E of this policy, we will reimburse an insured person with any amount which that person becomes legally liable to pay in respect of any of the following:—

Loss of life or bodily injury which results from ownership or use of the insured vessel[s].

Loss of or damage to any other vessel or property on board such other vessel which arises from your ownership or use of the insured vessel[s].

Loss of or damage to any harbour, dock, slipway, gridiron, pontoon, pier, quay, jetty, buoy, cable, or other fixed or movable property, which arises from ownership or use of the insured vessel.

Costs that result from the raising, removal or destruction of the wreck of your vessel, or an attempt at any of these. We will also cover any bodily injury, death or loss of or damage to property that arises because you fail to raise, remove or destroy the wreck of your vessel.

The rescue of you, your passengers or members of your crew.

OPTION TO SETTLE OR DEFEND

If an insured person is named in a suit alleging liability for these events, we will settle or defend the suit as we think appropriate. Our obligation to pay settle or defend will not be subject to any deductible.

LIMIT OF LIABILITY

Our liability under this Section is subject to a maximum limit of liability shown in the Schedule. Our obligation to pay settle or defend ends when we have paid that amount on your behalf. This is the most we will pay, regardless of the number of insured persons or vessels involved in any one accident or series of accidents arising out of the same event.



SECTION C
(Continued)

SUPPLEMENTARY
PAYMENTS

In addition to the limit of liability shown on the Schedule, we will pay on behalf of an insured person:

- (a) Interest on our portion of the judgement which is earned before we make payment.
- (b) Legal or other reasonable expenses incurred with our prior written approval.

SECTION D

RACING RISK COVER

COVER
PROVIDED
[Sailing craft]

When stated in the Schedule as being insured and when the additional premium has been paid it is agreed that notwithstanding Section E paragraph 14 we will pay two thirds of the cost (without application of the deductible) of replacing or repairing sails, masts, spars, standing and running rigging lost or damaged while the vessel is racing. If the loss or damage is caused by the vessel being stranded, sunk, on fire or in collision with any external substance (ice included) other than water we will pay the cost of replacing or repairing but we will subtract the deductible shown on the Schedule from any payment.

You agree not to arrange or have arranged on your behalf additional insurance on any part of the cost of replacing or repairing your sails, masts, spars, standing and running rigging not recoverable under this extension of cover.

You also agree that the value of the sails, masts, spars, standing and running rigging stated by you on the proposal and as set out in the policy Schedule represents the full replacement cost of all sails carried (whether set or not), masts, spars, standing and running rigging and the value will be used to help us measure the amount of loss.



SECTION E

GENERAL EXCLUSIONS

(Applicable to all Sections)

Please read the following exclusions carefully. They apply to all sections of the Policy and may tell you that a loss is not covered:

1. We do not provide cover while the vessel is chartered, rented to others, or used for commercial purposes other than stated on the schedule or is on exhibition, unless we have first agreed to such cover in writing.
2. We do not provide cover while the vessel is being towed (except when in need of assistance) or undertaking towage of other vessels (except vessels in distress) unless we have first agreed to such cover in writing.
3. There is no cover if without our written permission your vessel is taken outside the navigating limits described on the Schedule.
4. We do not cover physical damage or loss caused by or resulting from normal wear and tear, gradual deterioration, marine life, electrolysis, osmosis, corrosion, rust, dampness, normal wetting or weathering. We do not cover damage to the machinery caused by or resulting from mechanical or electrical breakdown.
5. This policy does not cover claims for loss, damage or liability arising from deliberate wrongful acts or wilful misconduct of any insured persons.
6. If your vessel is under 8 meters long, we will not pay for loss or damage arising from the vessel being left moored or anchored unattended off an exposed beach or shore.
7. We will not pay for loss or damage due to ice, freezing or extremes of temperature.
8. We will not pay for loss or damage due to any physical condition of the vessel (other than hidden defects) that existed prior to the effective date of this insurance.
9. We will not pay claims for unexplained disappearance of property, personal effects or equipment from the vessel.
10. We will not pay for loss or damage arising from theft of
 - i. your vessel[s] while left unattended on a trailer[s]
 - ii. your trailer[s] left unattendedunless in a locked or secure yard or compound except where the trailer has had a wheel clamp or ball hitch lock fitted or other device approved by the company.
11. We will not pay claims for theft of an outboard motor unless at the time of the loss it had been locked to the craft by an anti-theft device in addition to its normal method of attachment or the theft followed forcible entry into the vessel or place of storage.
12. We do not pay compensation for loss of use of the vessel or for other consequential losses even if resulting from loss or damage covered by the Policy.

SECTION E
(Continued)

13. This Policy is null and void if your vessel is used for any illegal purpose.
14. If your vessel is a motor boat or speedboat, we will not pay for any loss, damage or liability which occurs while the vessel is racing or engaged in speed testing.

If your vessel is a sailing yacht we will not pay for loss of or damage to sails, rigging, masts and spars while the yacht is racing, unless the loss or damage is caused by the vessel being stranded, sunk, on fire or in collision.
15. We will not pay for loss or damage to electrical apparatus caused by electricity, other than lightning, unless fire results, and then only for the loss or damage caused by the fire.
16. There is no cover for any liability under an agreement made (by contract or otherwise) by an insured person, without our prior written consent.
17. We do not provide cover for legal liability to persons employed by you or by any other insured person.
18. There is no cover for liability in respect of bodily injury, loss of life, or property damage arising out of the transportation of the vessel on land.
19. There is no cover for liability to or of divers or snorkellers while operating overside from the insured vessel.
20. We do not pay for any loss during war or peace caused by or resulting from the capture, seizure, arrest, detainment, requisition or other taking of your vessel by any government or its agents whether lawful or not.

This Policy also does not cover loss, damage or liability if caused by or resulting from war declared or undeclared, martial law, or hostile or warlike action taken by any government or its agents, any sovereign power, any authority using naval, military or air forces or those forces themselves. We do not pay for loss, damage or liability resulting from civil war, insurrection, rebellion, revolution, usurped power or action taken by any governmental authority in defending against these happenings.
21. We will not pay for any damage or expenses caused by strikes, labour disturbances, riots or civil commotion.
22. There is no cover for liability under the provisions of any compulsory third party road insurance legislation or any amending legislation

SECTION E
(Continued)

23. This policy excludes any loss damage liability or expense arising from

- a) Terrorism or
- b) Steps taken to prevent suppress control or reduce the consequences of any actual attempted anticipated threatened suspected or perceived terrorism

For the purpose of this exclusion terrorism means any act of any person or group of persons or organisation involving

- i) The causing occasioning or threatening of harm of whatever nature and by whatever means or
- ii) Putting the public or any section of the public in fear

In circumstances in which it is reasonable to conclude that the purpose of the person or group of persons or organisation concerned is wholly or partly of a political religious ideological or similar nature

If the company asserts that any loss damage liability or expense is not covered by reason of this clause it shall be for the insured to prove the contrary

24. 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) 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.

SECTION F

GENERAL CONDITIONS

(Applicable to all Sections)

This Section contains general conditions and exclusions that apply to the entire Policy. They may affect your cover. You should read these conditions carefully. In many cases, they require you to take certain action in order to keep your policy cover in effect, also they may tell you that your loss is not covered by the Policy.

CHANGES TO THE POLICY

This Policy contains all the terms and conditions of the cover agreed between you and us. Any changes must be agreed in writing and signed by us.

CANCELLATION

You may cancel this Policy by returning it to us or to our authorised representative stating, in writing, the future date upon which you require the Policy to be cancelled. We may cancel this Policy at any time by giving you 30 days' written notice. The mailing of notice by registered mail to your last known address is sufficient proof of our notice of cancellation. Delivery by hand of notice shall be equivalent to mailing.

RETURNS OF PREMIUM

If the vessel is sold or transferred to new ownership the Policy will be cancelled from the time of sale or transfer and a pro rata return premium will be allowed provided no claim has been made in the current period of insurance.

When we cancel cover the return premium will be pro rata of the annual premium provided no claim has been made in the current period of insurance.

If a total loss is paid during the currency of the Policy you will not be entitled to any return of premium in respect of the unexpired period as the Policy will have fulfilled its commitment.

OUR RIGHT TO RECOVER

You may have right to recover for a loss from someone else. You must do everything possible to preserve our right to recover. Once we pay your loss under this Policy, the right of recovery belongs to us.

NO-WAIVER PROVISIONS

No action on our part, after a loss, to recover or save the property from further loss, nor any action which we may take in connection with the investigation of any loss, shall be considered as a waiver of any of our rights under this Policy.

SECTION F **(Continued)**

CONTINUATION **CLAUSE**

If you are away from any port at the time this Policy expires we will extend your cover until you arrive at the nearest safe port. You must notify us as soon as possible and pay the additional premium required.

This continuation privilege does not apply if the Policy is cancelled by you or us.

TRANSFER OF **INTEREST**

If you sell, transfer, mortgage or pledge your vessel or this Policy, cover will cease without further notice to you unless such change is accepted by us in writing.

CONCEALMENT **OR MIS-** **REPRESENTATION**

If any person or organisation has concealed or misrepresented any material fact or circumstance relating to this insurance, this Policy shall be null and void.

LAY-UP

If your vessel is to be laid up for the period shown on the Schedule it:

- (a) must be in a safe berth for storage ashore or afloat
- (b) must not be ready for immediate use
- (c) must not be used for living on board
- (d) must not be used for any purpose other than dismantling, preparing for fitting out or customary overhaul and servicing.

BANKRUPTCY

Bankruptcy of any person or organisation insured does not relieve us of any of our obligations under this Policy.

UNREPAIRED **DAMAGE**

In the event you request payment for unrepaired damage for a loss covered by this Policy, we will limit such payment to the actual cash value of the damaged parts, but not exceeding the cost of repairing or replacing the damaged property with material of like kind and quality.

If your vessel or any property installed on it is damaged but, before repairs or replacements are made, the vessel becomes a total loss or a constructive total loss, we will pay only the amount insured. We will not pay for the unrepaired damage in addition to a total loss or constructive total loss payment.

SEAWORTHINESS **OBLIGATION**

It is your obligation under this insurance contract to maintain your vessel in a seaworthy condition at all times, and we will not pay for any loss, damage or liability arising from unseaworthiness due to your failure to comply with this obligation. This obligation also requires you to maintain the fire extinguishing equipment in efficient working order.

SECTION F

(Continued)

***BENEFIT TO
BAILEES***

No person or organisation having custody of the property insured and being paid for service may benefit from this insurance.

***OTHER
INSURANCE***

If you have other insurance that covers your loss, this Policy will pay only the amounts you are unable to recover from such other insurance.

***PAYMENT
OF LOSS***

We will pay for loss covered under this Policy within 30 days after we receive proof of your loss that is satisfactory to us.

JURISDICTION

This policy is subject to Irish jurisdiction. There is no cover in respect of judgements or orders delivered by, or obtained from, courts in any other country.

SECTION G

WHAT TO DO IN CASE OF LOSS OR ACCIDENT

IN EVENT OF LOSS

Your full compliance with the following requirements are conditional to cover under this Policy and failure on your part to comply will deprive you of a right to recover. If you have a loss or someone is making a claim against you that you think may be covered under this Policy, this is what you must do:

Notify us or our authorised agent of the loss or claim immediately. You may wish to have your broker do so on your behalf, but you must make certain that this is done and we are provided with all available information about the accident or event as soon as possible.

You should furnish us with the following:–

- (a) Your Name, Address and Policy Number.
- (b) A full description of the loss or claim.
The time and place of the accident or event.
The names and addresses of anyone injured and any witnesses.

If someone was injured, you agree to do whatever is necessary to enable us to obtain medical reports and copies of records which relate to the accident or injury.

If bodily injury or loss of life or theft occurs, notify the appropriate authorities and comply with any other regulations governing the reporting of such incidents.

Submit to us within 30 days after our request your signed claim statement or proof of loss.

PROTECTING DAMAGED PROPERTY

If your vessel or other property covered by this Policy is damaged by an insured peril, you must take all lawful and reasonable steps to prevent and minimise any further damage. We will reimburse you for reasonable expenses incurred in protecting the property from further damage that would be covered by the Policy.

If we take any steps to protect damaged property, this does not mean we are accepting an abandonment of the property. If you take any steps to protect damaged property, this does not mean you are waiving any rights you have to abandon the property.

Do not do more than is reasonably necessary to protect the property from further damage without first getting our written permission. For instance, do not make any repairs that are not necessary to actually protect the property from further damage without our prior permission. If you do, we do not have to reimburse you for your expenses.

If emergency or protective repairs are made, have the repair yard save any parts which are replaced. We may wish to inspect them.



SECTION G
(Continued)

CO-OPERATION
WITH US

In the event of loss covered by this Policy, co-operate with us fully and agree to be examined under oath if we so request. Do not assume any obligations, admit any responsibility or make any settlements or payments without first securing our written permission. You may, however, take reasonable steps which are necessary to protect damaged property.

If you receive any legal papers in connection with a claim or legal proceedings, you must immediately send us copies. If you fail to do so, we will not provide cover.

If you are sued and you receive our written approval to defend the lawsuit, we have the right to select or approve the lawyer to defend you. We have the right to settle a claim or suit if we consider that to be the best course of action.

If we ask, you must attend hearings and trials. You must also assist us in obtaining and giving evidence, obtaining witnesses and making settlements.

