

# Smallcraft Policy (Motor)



*Please check that your policy is correct*

## **This Insurance is subject to Irish Law and Jurisdiction**

Mr A Sample having made a proposal and declaration to craftinsure.ie for the Insurance of “BoatNameHere” (including equipment) valued at €1234 and the premium having been paid to craftinsure.ie for the period DD/MM/YYYY to DD/MM/YYYY and any subsequent period that you pay the agreed premium, we will indemnify you as provided subject to the exceptions, conditions, limitations, definitions and warranties contained in this policy, such conditions being precedent to our liability.

### **Definitions:**

- You/your/yours = The policyholder
- We/us /our/ours = craftinsure.ie

### **Territorial scope:**

- Whilst ashore or in transit or afloat on inland and coastal waters of Ireland and the United Kingdom, and for a period not exceeding 30 days in any one period of insurance, on the Continent of Europe.

### **Loss or damage to “BoatNameHere”:**

We will at our option pay for, replace or make good loss of or damage to “BoatNameHere” subject to the following limitations:

- €1234 in the event of actual total loss or other loss or damage where the repair and or replacement and or recovery costs exceed this figure.
- In the event of partial loss or damage the reasonable cost of repairing or reinstating the damaged or lost part, but not exceeding €1234.
- In the event of loss or damage to sails and covers which are more than three years old and replacement is recoverable we will pay two thirds of the cost.
- In the event of loss or damage to outboard motors, the reasonable cost of repairs, or reinstatement, but not exceeding the market value at the time of loss.

### **We will not pay loss or damage claims for:**

- Wear and tear, deterioration and depreciation from use, breakdown of machinery.
- Theft of outboard motors when left attached to “BoatNameHere” unless secured by a purpose manufactured anti theft device in addition to the normal method of attachment and you have kept a note of the serial number of the outboard motor.
- Theft of equipment unless such theft follows forcible entry or involves removal by force.
- Personal Effects.
- Repairing or replacing any defective part condemned solely in consequence of a latent defect or error in design or construction.
- The cost of making good any defective workmanship.
- Breakage of oars whilst in use.

### **Salvage charges:**

- We will pay for all Salvage Charges and necessary expenses incurred in minimising or averting a loss that would form a claim under this policy.

### **Claims by third parties:**

- We will indemnify you in respect of claims made and law costs incurred by third parties for which you will be liable by reason of your interest in “BoatNameHere” become legally liable to pay and shall pay for death or injury to persons or damage to property up to €3,000,000 in respect of any one accident (which shall be deemed to include a series of accidents occurring in connection with or arising out of any one event) but unlimited in the aggregate.

- This cover will extend, subject to the terms and limitations to any person in charge of “BoatNameHere” with your permission.
- We will be responsible for law costs incurred in settling or defending any claim providing we have given written consent.

#### **We will not pay claims by third parties for:**

- Accidents to or illness of any persons employed in any capacity whatsoever by you in on or about or in connection with “BoatNameHere”
- Accidents whilst “BoatNameHere” is in transit by road.

#### **General Exclusions:**

##### **We will not pay for:**

- Claims whilst “BoatNameHere” is let out on hire or charter or used for other than private purposes.
- Loss or damage occurring whilst “BoatNameHere” is left afloat when unattended except on non-tidal waters.
- Claims unless the boat is securely tied down to the ground whilst left in a dinghy park.
- Claims whilst “BoatNameHere” is racing, unless a racing scull.
- Any claims in connection with a Sailboard.
- The legal costs of defending any criminal prosecution or the payment of any fines or other penalties.
- Claims arising from your reckless actions, or those to whom this policy extends.
- The first <excess> of any claim.

#### **Warranty:**

- You shall maintain and keep “BoatNameHere” including any trailer in a proper state of repair and seaworthiness or roadworthiness and shall at all times exercise due care and diligence in safeguarding it.
- The maximum designed speed of “BoatNameHere” is not more than 23 knots (25 kts).

#### **War exclusion:**

- In no case shall this Insurance cover loss damage liability or expense caused by war, civil war, revolution, rebellion, insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power capture, seizure, arrest, restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt thereat, derelict mines, torpedoes, bombs or other derelict weapons of war.

#### **Nuclear exclusion:**

- In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof, any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

#### **Cancellation:**

- This insurance may be cancelled by you online at [www.craftinsure.ie](http://www.craftinsure.ie) within the policyholder pages of the website, or by us by e-mailing you and obtaining a receipt to said e-mail.

#### **Conditions relating to Claims:**

- Notice shall be given to us by e-mail [claims@craftinsure.ie](mailto:claims@craftinsure.ie) or by telephone (see "How to Contact Us" below) as soon as possible in the event of any occurrence which may give rise to a claim under this insurance, and any theft or malicious damage shall also be reported promptly to the Garda.
- We shall be entitled to decide where repairs shall be carried out and may require a number of quotations.
- You will give us full information of the circumstances of the incident and of all claims made, with names and addresses of claimants and all witnesses of the accident, as soon as possible after the occurrence or receipt of claim or notice of claim.
- No liability shall be admitted nor any offer, promise or payment made by you to claimants nor legal expenses incurred without our written consent. We shall be entitled to take over, and conduct in your name, the defence of any action.

- You will send to us as soon as possible all claims, letters, summonses, writs, relating to any accident.
- In the event of any claim arising which is also recoverable under any other insurance, we shall not be liable for more than our due proportion of such a claim.
- We may reinstate or replace any part of Motor boat, “BoatNameHere” damaged or destroyed instead of paying the amount of the loss or damage, or may join with other Insurers in so doing. Reinstatement effected as nearly as reasonably practicable to be deemed sufficient even though the former appearance and condition of the property may not be precisely restored. If we elect to reinstate or replace you will furnish to us all such plans, specifications and information as we may deem necessary or expedient for the purpose.
- You will give us all possible assistance in obtaining information and evidence if we decide to take proceedings to recover monies or to secure an indemnity from any third party in respect of anything covered by this insurance.
- Any false statement or document submitted in support of a claim by anybody acting for you will result in the policy benefits being void.

## **How to contact us:**

- The entire administration of your policy can be carried out online at [www.craftinsure.ie](http://www.craftinsure.ie) where you can:
  - Within the Policyholder pages, change your details, the boat details or payment method
  - Within the Claims pages, submit a new claim or track the progress of an existing claim
- Please email us at [customersupport@craftinsure.ie](mailto:customersupport@craftinsure.ie), or if required use the TELEPHONE HELPLINE 1800 844 100, to advise us about changes required to your policy and general administration matters.
  - To report or discuss a claim use our TELEPHONE HELPLINE 1800 844 100.

On behalf of Craftinsure Limited trading as [craftinsure.ie](http://craftinsure.ie), Underwriting Agents for Navigators & General Insurance Company Limited (members of Zurich Financial Services Group)

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