

# Racing Yacht Policy

*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 Beneteau 27.7, "BoatNameHere" (including equipment and personal effects) valued at €12345 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
- A total loss is where "BoatNameHere" is totally lost or destroyed.
- A constructive total loss is where the cost of recovering or repairing "BoatNameHere" will exceed €12345 or you have been deprived of the use of "BoatNameHere" for 12 consecutive months.
- "BoatNameHere" means the boat herself, her machinery, boat(s), gear and equipment, as would normally be sold with the boat.
- Personal effects mean your and your family's personal effects which are not part of "BoatNameHere's" inventory.

### **Territorial Scope:**

Ashore or afloat on inland and coastal waters of Ireland, the United Kingdom, and Continent of Europe, Brest to the river Elbe, including inland continental waterways North of 40° 30' North, and West of 10° East. During the period 1st May to 30th September this area is extended from Bordeaux to Stavanger, including the Baltic not North or East of Stockholm.

### **We will pay for physical loss of or damage to "BoatNameHere" directly caused by:**

- External accidental means.
- Fire, explosions, self ignition and lightning.
- Malicious acts of third parties.
- Accidents in loading, discharging and handling stores, equipment, machinery, or fuel.
- Latent defects in the hull or machinery.
- Theft of "BoatNameHere" or her boat(s), or outboard motor(s) provided it is securely locked to "BoatNameHere" or her boat(s) by an anti theft device in addition to its normal method of attachment, or, following upon forcible entry into "BoatNameHere" or place of storage, theft of machinery including outboard motor(s), or equipment.
- Negligence, excluding,
  - the cost of making good any defect in repair, maintenance or alteration carried out for your account resulting from either negligence or breach of contract.
  - the cost and expense of remedying a fault or error in design or construction or attributable to betterment or alteration in design or construction.
  - theft or pilferage.
- The expense of sighting the bottom after stranding, if reasonably incurred specially for that purpose, even if no damage be found.

### **Following loss or damage to "BoatNameHere" caused by the above insured perils we will pay:**

- €12345 in the event of actual or constructive total loss.
- In the event of partial loss or damage the reasonable cost of repairing or reinstating the damaged or lost part, but not exceeding €12345.
- In the event of loss or damage to covers which are more than three years old and replacement is recoverable we will pay two thirds of the replacement 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.
- In the event of loss of or destruction of sails the cost of replacement less a reduction for wear and tear based on 15% per year since purchase, with a maximum reduction of 60%, or the excess whichever is the greater.

The reasonable cost of repair or replacement may not result in the exact pre accident condition and appearance being achieved.

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

- Wear and tear, depreciation, deterioration, and mildew.
- Any expense incurred in treating the consequences of osmotic action.
- Loss of or damage to motor and electrical machinery and batteries and their connections (with the exception of the shaft and propeller) and metalling unless caused by “BoatNameHere” being stranded, sinking from a peril insured against, burnt, on fire or in contact with any external substance (ice included) other than water or by malicious damage or by theft following upon forcible entry to “BoatNameHere” or store, or while being removed from or placed in “BoatNameHere”, or by fire in store ashore, or by frost or by the sudden accidental incursion of water into “BoatNameHere”, or by dropping off or falling overboard of outboard motors.
- Loss or damage to consumable stores, fishing gear or moorings.
- Loss of or damage to sails or protective covers by the wind unless caused by damage to spars or “BoatNameHere” being stranded, sunk, burnt, on fire, or in contact with any external substance other than water.
- The cost of repairing, replacing or renewing any defective part in consequence of a latent defect.

### **Claims by Third Party:**

- We will indemnify you in respect of claims made and law costs incurred by third parties for which you will 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.
- We will pay for law costs incurred in settling or defending any claim providing we have given written consent.
- Subject to the terms and limitations, cover extends to any person in charge of “BoatNameHere” with your permission, but not to persons contractually employed by you.
- We will pay for all expenses properly incurred by you in connection with Official Inquiries, and Coroner’s Inquests.

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

- Accidents whilst “BoatNameHere” is in transit by road.
- Accidents to or illness of any other person employed in any capacity by you or anybody to whom this policy extends in, on or about or in connection with “BoatNameHere”.
- The legal costs of defending any criminal prosecution, or the payment of any fines or other penalties.

### **Salvage:**

- We will pay salvage charges and any other reasonable costs in preventing or minimising a loss that is, or would have been recoverable under this policy.

### **Personal Effects Clause:**

- The Personal Effects of Mr A Sample are covered against all risks of loss or damage while on board or used in connection with “BoatNameHere”, including whilst in transit from the place of residence to “BoatNameHere”, and until return to place of residence up to a limit of €1000 , but excluding any single article valued at €500 or more.

### **We will not pay personal effects claims for:**

- Wear, tear, gradual deterioration, damp, mould, mildew, moth, vermin, mechanical derangement and electrical breakdown.
- Breakage of articles of a brittle nature unless caused by “BoatNameHere” stranding, sinking, fire, collision, stress of weather, burglars or thieves.
- Loss of cash, travellers cheques or credit cards, jewellery, antiques, works of art, laptop computers and mobile phones.

### **Racing Risk Extension:**

- This insurance covers loss or damage to sails, mast spars or standing or running rigging whilst racing. Only 2/3rds of the cost of repair or replacement will be recoverable, unless the loss or damage is directly caused by “BoatNameHere” being stranded, sunk, burnt, on fire or in contact with any external substance other than water.
- Where only 2/3rds of the amount of any claim is recoverable under this clause, there will be no further deduction for wear and tear.

### **General Exceptions:**

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

- Claims whilst out on hire, or charter, or used for other than private purposes.
- Claims arising from capture, seizure, arrest, restraint or detention, and the consequences thereof or of any attempt thereat; or from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this clause does not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service in which “BoatNameHere” is 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 clause “power” includes any authority maintaining naval, military or air forces in association with a power.
- Claims arising from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom.
- Warranted free of loss damage or expense or any legal liability of whatsoever nature 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 from the combustion of nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- Loss, destruction or damage occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- Claims arising from your reckless actions, or those to whom this policy extends.
- The first <excess> of any claim or double this amount if racing.

### **Warranties applicable to “BoatNameHere”:**

- If “BoatNameHere” is over 20 years old you have in your possession a survey report not more than three years old from a qualified yacht surveyor with all recommendations complied with.
- “BoatNameHere” does not exceed 50ft in length.
- The permanent home mooring of “BoatNameHere” is in the Republic of Ireland or Northern Ireland.

### **General Conditions:**

- You will maintain and keep “BoatNameHere”, her machinery, sails, boats and equipment in a proper state of repair and seaworthiness and shall at all times exercise due care and diligence in safeguarding them.
- If this Policy or any subsequent renewal of this Policy has been obtained through omission to state any material fact, or through any misstatement by the you or by anyone acting on your behalf or if in any statement or declaration made in support of any claim there shall be any untruth or suppression, then this Policy and any renewal thereof is null and void, and the premium paid in respect thereof shall be retained by the craftinsure.ie and all benefits hereunder and all right to recover shall be forfeited.
- You will keep a note of the serial number of your outboard motors.
- During the period 1st October to 31st March “BoatNameHere” will be ashore or in a marina when not navigating.
- Any boat(s) must be marked with the name of the parent boat.

### **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 Beneteau 27.7, “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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