



Pleasure Craft

# Your Pleasure Craft Policy

Direct

Allianz 



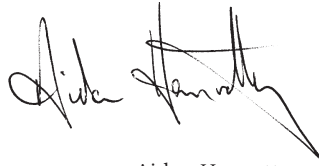
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# Introduction

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 liability 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/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

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

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

**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).

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

**Cruising Range:** means the range noted as such in the policy schedule.

**Policy Excess:** means the amount(s) noted in the schedule to be deducted

from each and every claim except in the case of total loss or other loss set out in condition 4 in the policy wording.

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

# Cover

## What Your Policy Covers

### 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) Fault in construction or design of Latent Defect.
- (f) Mechanical breakdown for engines not more than five years old at the time of loss.
- (g) Negligence.

#### Exclusions to Section 1:

No claim shall be payable in respect of:

- (i) Wear, tear and depreciation.
- (ii) Damage to mast, sails, spars or rigging whilst racing.
- (iii) Mechanical breakdown for engines aged over five years.
- (iv) Cost of remedying a fault in construction or design.
- (v) Personal Effects (unless specified in the schedule).
- (vi) Ship's boats 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 (other than while racing), or caused by the vessel being stranded or in collision or contact with any external substance (ice included) other than water.

### 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, 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.

# Cover (continued)

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.
- (iv) Any punitive or exemplary damages however described.

# Section 3: Personal Accident

Where the Policy Holder or Policyholders' crew member suffers bodily injury by accidental external violent and visible means whilst in control of the vessel described in the schedule We will, at Your request, pay to the injured person or their legal personal 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

# Cover (continued)

- 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.

## **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 Exceptions

## General Exceptions To Your Policy

The following exceptions will take precedence of 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.
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.
5. No claim will be allowed where the incident occurs while the Insured Vessel is in commission and outside the cruising range specified in the Schedule.
6. 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.
7. 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;
  - (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, biochemical, or electromagnetic weapon.

# General Exceptions (continued)

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 Exception, any liability, loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this General Exception is found to be invalid or

unenforceable, the remainder shall remain in full force and effect.

8. 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.
9. 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, biochemical 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.

# 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) 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 2/3rds of this cost (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 exception 2, the following section applies:

- (a) When the Insured Vessel is under way the named Insured or another competent person shall be on board and in control of the vessel.
- (b) No claim shall be allowed under any section of the policy 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.
- (c) 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.

# Conditions

## General Conditions of Your Policy

1. For the purpose of this policy, Insured Vessel shall mean the hull, machinery and equipment that is normally bought or sold when it changes hands.
2. Subject to the provisions contained elsewhere within the policy, the 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 Ireland or Northern Ireland but excluding any Road Traffic liability.
3. This policy is personal to You and not transferable.
4. The excess stated in the Schedule shall apply to all claims other than claims in respect of total loss, constructive total loss, racing risks claims or any claim under the Section 2 of this policy (Liabilities to third parties).
5. In addition to the excess, We may deduct up to 1/3rd, arising from new for old, for loss of or damage to:
  - (i) Protective covers, sails and running rigging.
  - (ii) Outboard motors.
6. 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.
7. If, in the event of a claim under this policy, the vessel requires repairs the Company may take tenders or require tenders to be taken.
8. 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.
9. Warranted all Statutory and Ministerial requirements complied with.
10. This insurance may be cancelled by the Company at any time subject to 30 days notice to the Insured or by mutual agreement.

# Endorsements (operative only if indicated on the Schedule)

## **E01 - Cruising Range**

Warranted cruising confined to Inland waterways of Ireland.

## **E02 - Cruising Range**

Warranted cruising confined to Inland waterways & Coastal waters of Ireland.

## **E03 - Cruising Range**

Warranted cruising confined to Coastal waters of Ireland.

## **E04 - Cruising Range**

Warranted cruising confined to Coastal waters of Ireland & including Irish Sea.

## **E05 - Cruising Range**

Warranted cruising confined to Coastal waters of Ireland, UK and including Irish Sea.

## **E06 - Cruising Range**

Warranted cruising confined to Coastal waters of Ireland, UK (including Irish Sea) and France, not south of La Rochelle.

## **E07 - Cruising Range**

Warranted cruising confined to Inland waterways & Coastal waters of Ireland, UK and including Irish Sea.

## **E08 - Cruising Range**

Warranted cruising confined to Inland & Coastal waters of Ireland, west Coast of UK, Not north of Mull & including Irish Sea.

## **E09 - Cruising Range**

Warranted cruising confined to Coastal waters of Ireland, UK (including 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). Warranted that the vessel is based in a 24 hour manned secure marina when left unattended. Warranted that sufficient experienced crew on board during voyages. Warranted only persons agreed with the Company only in command of vessel.

## **E10 - Cruising Range**

Warranted cruising confined to Coastal waters of Ireland, UK (including 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). Warranted that the vessel is based in a 24 hour manned secure marina when left unattended. Warranted that sufficient experienced crew on board during Voyages. Warranted only persons agreed with the Company only in command of vessel.

## **E11 - Cruising Range**

Warranted cruising confined to Coastal waters of Ireland, UK (including 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). Warranted that the vessel is based in a 24 hour manned secure marina when left unattended. Warranted that sufficient experienced crew on board during voyages. Warranted only persons agreed with the Company only in command of vessel.

# Endorsements (operative only if indicated on the Schedule)

## **E12 - Cruising Range**

Warranted cruising confined to Coastal waters of Ireland, UK (including 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). Warranted that the vessel is based in a 24 hour manned secure marina when left unattended. Warranted that sufficient experienced crew on board during voyages. Warranted only persons agreed with the Company only in command of vessel.

## **E13 - Temporary Extension of Cruising Range**

(APPLICABLE TO DINGHIES ONLY) Policy extended to Europe for 30 days from date agreed with the Company. Policy Excess increases by 100% in respect of Trailing.

## **E14 - Temporary Extension of Cruising Range**

Cruising range extended to estuary use for 30 days from date agreed with underwriters. Warranted vessel moored at a marina when unattended. Excess increases by 100% for this period.

## **E15 - Laid-Up Period**

Warranted that the Insured Vessel is laid up ashore from 1/11 to 31/3 annually.

## **E16 - Laid-Up Period**

Warranted that the Insured Vessel is 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**

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

## **E18 - Laid-Up Period**

Warranted that the Insured Vessel is laid up ashore for the duration of this Insurance.

## **E19 - Laid-Up Period**

Warranted that the Insured Vessel is moored at the location agreed with the Company (12 months in commission).

## **E20 - Laid-Up Period**

Warranted that the Insured Vessel is 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**

Warranted any person in command of the vessel (other than the Insured) has completed Irish Sailing Association National Power Boat Handling Certificate (or its equivalent). General Exceptions 2 deleted and Extension 2 Fast Craft applicable with section (a) deleted.

# Endorsements (operative only if indicated on the Schedule)

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

Warranted persons who have completed Irish Sailing Association National Power Boat Handling Certificate only in command of the vessel. General Exceptions 2 deleted and Extension 2 Fast Craft applicable with section (a) deleted.

## **E25 - Water Sports**

Including liability to, or incurred by any person engaged in waterskiing, wakeboarding and the pulling of rings, while being towed by the Insured Vessel.

Limit of Liability: €1,000,000 any one accident or occurrence. Warranted personal floatation device worn by persons engaged. Warranted only one person towed at a time.

Warranted persons who have completed Irish Sailing Association National Power Boat Handling Certificate (or its equivalent) only in command of the vessel. Excluding liability to, or incurred by any person engaged in parascending or pulling of bananas. Section 2: Liabilities to Third parties Exclusion (iii) deleted. General Exceptions 2 & 4 deleted. Extension 2 Fast Craft applicable with section (a) deleted.

## **E26 - Water Sports**

Including liability to, or incurred by any person engaged in waterskiing and wakeboarding, while being towed by the Insured Vessel. Limit of Liability: €1,000,000 any one accident or occurrence. Warranted personal floatation device worn by persons engaged. Warranted only one person towed at a time. Warranted persons who have

completed Irish Sailing Association National Power Boat Handling Certificate (or its equivalent) only in command of the vessel. Excluding liability to, or incurred by any person engaged in parascending or pulling of rings and bananas. Section 2: Liabilities to Third Parties Exclusion (iii) deleted. General Exceptions 2 & 4 deleted. Extension 2 Fast Craft applicable with section (a) deleted.

## **E27 - Racing Risks**

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

## **E28 - Survey/Condition Report**

Warranted all surveyors recommendations 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.

# 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 6133666 fax: +353 1 6605214, and email: info@allianzdirect.ie

## Regulatory Status

Allianz p.l.c. is regulated by the Financial Regulator.

## 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

When You make an alteration to Your policy We will re-calculate Your premium, which may result in an additional premium due to Us, or a return premium due to You. If the

# Consumer Information

alteration to the policy results in an additional premium due to Us, or a refund due to You We will only charge or refund such premium provided this amount is greater than or equal to €25 plus applicable Government Levy.

## 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 Services Manager, Allianz, Direct Division, Allianz House, Elmpark, Merrion Road, Dublin 4. +353 1 6133666 (tel), [info@allianzdirect.ie](mailto:info@allianzdirect.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.**  
1890-882090 (local),  
+353 1 6620899 (tel),  
+353 1 6620890 (fax),  
email - [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie)  
website – [www.financialombudsman.ie](http://www.financialombudsman.ie)

and/or

- (2) **Insurance Information Services – Irish Insurance Federation, 39 Molesworth Street, Dublin 2.**  
+353 1 6761914 (tel),  
+353 1 6761943 (fax),  
email - [iis@iif.ie](mailto:iis@iif.ie) website – [www.iif.ie](http://www.iif.ie)

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Freetext: 50048

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