

# YOUR PLEASURE CRAFT POLICY



PLEASURE CRAFT

Allianz 

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## Introduction

We are very pleased to introduce you to your Allianz Pleasure Craft Insurance policy and thank you for insuring your pleasure craft with us.

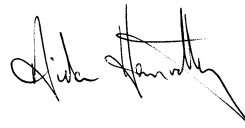
Please read the **policy** carefully to make sure that it provides the cover you need. If the details in the **schedule** are different to the details you have given us in your statement of fact/proposal form, then please contact us immediately and inform us of the changes which need to be made.

Please advise us immediately of any change which may affect the cover provided – for example using your pleasure craft for business purposes.

This **policy**, which must be read as one document including this policy wording along with the **schedule**,

**endorsement(s)**, statement of fact/proposal form and declarations, confirms a contract of insurance between the insured and **Allianz**.

We will, subject to the terms, conditions, limitations and exclusions of this **policy**, indemnify you against loss, damage or legal liability which occurs during any **period of insurance** for which you have paid or agree to pay the premium.



Aidan Hanratty  
Member of the Board of  
Management  
Director Underwriting

### The Law Applicable to the Contract

You and we may choose the law applicable to this contract. It is hereby agreed that this contract is governed by Irish Law unless we agree with you otherwise in writing. The Irish Courts will have jurisdiction to hear any dispute other than any dispute which must be referred to arbitration under the arbitration clause of this policy.

### Insurance Act 1936 (or future amendments thereto)

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

### Finance Act 1990 (or future amendments thereto)

The appropriate stamp duty has been or shall be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

## Definitions

Any word or expression which is given a specific meaning in this policy will have the same meaning wherever it appears.

### The insured/you/your

The person(s) named on the **schedule** under the title **insured**.

### We/us/the company/our/Allianz

Allianz p.l.c.

### Anti-Theft Device

A lock that is designed to prevent the outboard motor from being removed from the transom of the vessel.

### Cruising Range

The geographical limits specified in your policy **schedule**.

### Domestic Appliances

Refrigerators, washing machines, stoves, cookers, ovens, microwaves, air conditioners and the like.

### Electronics & Navigation Equipment

Portable and fixed items of **electronic equipment** belonging to **you**, that **you** use on **your** vessel while it is in **commission**.

### Endorsement

Any change that **we** make to the terms of the **policy**. The **endorsements** that **we** apply to **your** policy will be listed in **your** policy **schedule**.

### Fast Craft

Motorised vessels with a maximum designed speed greater than 17 knots.

### Insured Vessel

The hull, **electronics**, machinery and equipment as would normally be sold with a vessel.

### In Commission

When the vessel is fitted out and ready for use.

### Latent Defect

A fault which is not discoverable by a reasonably thorough inspection.

### Laid Up Period

The period that 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 law costs in respect of:

- any one occurrence, or
- all occurrences of a series resulting from one original cause

shall not exceed the **limit of indemnity** as stated in **your** policy **schedule**.

### Period of Insurance

The period shown on **your** **schedule** and any subsequent period for which **we** accept a renewal premium.

## Definitions (continued)

### Personal Effects

Articles normally worn or carried on the person. Money, mobile phones and items of jewellery are not covered by this **policy**.

### Policy

The **policy**, which must be read as one document including the policy wording along with the **schedule**, **endorsement(s)**, statement of fact/proposal form and declarations, confirms a contract of insurance between the **insured** and **Allianz**.

### Excess

The amount of any claim **you** must pay yourself. The **excess** does not apply to claims for total or constructive total loss of the **insured vessel** or to claims under Section 2: Liabilities to Third Parties.

### Schedule

The **schedule** identifies the policyholder and details the property and persons covered, the amount of coverage, the exclusions, **excesses**, and the payment mode and schedule.

### Warranty

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 in the policy, the **insured vessel** is covered:

- while **in commission** at sea or inland waters, or at 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 privately trailed within the jurisdiction of the **cruising range** noted on the policy **schedule** but excluding any Road Traffic liability.

**We** will pay the reasonable cost of repair or replacement (whichever is the lesser) of damaged item(s) to bring these item(s) as near as possible to their appearance and condition immediately prior to the claimed loss or damage, up to a maximum of the sums insured noted on the policy **schedule**.

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 any 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) Repairer's negligence.
- (h) Piracy and/or violent theft.

### Exclusions to Section 1:

We will not pay for:

- (i) Wear and tear, depreciation, deterioration, vermin, corrosion, electrolysis, osmosis, 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.
- (iv) 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 as a direct result of damage to the spars to which the sails are attached.
- (viii) Damage caused as a result of the **insured vessel(s)**, including inboard and outboard engine(s), not being winterised in-line with the manufacturer's specification.
- (ix) For loss or damage to cameras, portable radios, mobile phones, laptops, tablets, antiques, works of art, alcoholic beverages, 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) Theft of the **insured vessel**;
  - (a) while left unattended at any time on a trailer unless an **anti-theft device** protects the trailer;
    - or
  - (b) by fraud, trick or deception against **you**.
    - or

## Section 1: Damage to Your Vessel (continued)

- (c) by persons to whom the **insured vessel** is entrusted.
- (xii) Loss or damage resulting directly or indirectly from any form of rot, woodworm, crustaceans, fungal infestation or the likes whether pre-existing or not and/or whether or not attributable to or considered a **latent defect**.
- (xiii) Any Road Traffic liability.

**Marina Mooring Benefit:** Claims that occur whilst moored at a marina berth will not result in the loss of no claims bonus or a premium loading provided the mooring used by the **insured vessel(s)** noted on the **schedule** is:

- of a suitable design and weighting for the **Insured vessel(s)**
- appropriately sited
- regularly maintained on at least an annual basis and in good order.



## 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 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**;
- (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 **insured vessel** within the **cruising range**, other than liability arising from or connected with:
  - **your** own recklessness, deliberate actions or misconduct;
  - the recklessness, deliberate actions or misconduct of any person in possession of the **insured vessel** with **your** permission;

- fuel or lubricants not being used in connection with the operation of the **insured 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 pay the legal costs and expenses **you** incur 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 agreed 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.

## Section 2: Liabilities to Third Parties (continued)

### 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 any other sport or activity while being towed by the **insured vessel**, unless we have agreed to extend cover with an **endorsement** on the **policy**.
- (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.

## Section 3: Personal Accident

Where **you** or one of **your** crew member suffers bodily injury, by accidental external violent and visible means whilst in control of the **insured vessel**, **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

### Please note:

- a) No benefit will be paid until the total amount has been ascertained and agreed.
- b) 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**.

### Permanent Total Disablement

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

### Hospitalisation

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 preconvalescent 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**:
  - a) where the **insured vessel** is used at any time for purposes other than private pleasure.
  - b) where the **insured vessel** has a maximum designed speed in excess of 17 knots, unless we have agreed to extend cover with an **endorsement** on the **policy**.
  - c) 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.
  - d) where the **insured vessel** is engaged in water-skiing or other sports or activities involving the insured vessel towing items, unless we have agreed to extend cover with an **endorsement** on the **policy**.
  - e) where an incident occurs while the **insured vessel** is in **commission** and outside the **cruising range** specified in the **schedule**.
  - f) for items valued over €1,000 in respect of **personal effects, domestic appliances, electronics and navigation equipment** that have not been specified on the statement of fact/proposal form or subsequently advised to us in writing.
  - g) where the **insured vessel** is in breach of the **laid up period** specified in the **schedule**.
  - h) arising from towing another vessel or whilst being towed by another vessel except in an emergency or when it is customary.
  - i) 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.
  - j) arising from swimming, diving, snorkelling or any other underwater sport or activity.

## General Exclusions (continued)

- k) for loss or damage caused by or arising as a result of the lack of reasonable care, protection and/or security of the **insured vessel(s)** or other insured property noted on the **schedule**.
  - l) for loss or damage caused by or arising as a result of the mooring used by the **insured vessel(s)** noted on the **schedule** not being;
    - of a suitable design and weighting for the **insured vessel(s)**
    - appropriately sited; and/or
    - regularly maintained on at least an annual basis and in good order.
  - m) arising from the **insured vessel** being stranded, sunk, swamped, immersed or breaking adrift, while left moored or anchored unattended off an exposed beach or shore.
2. 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.
  - (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 Exclusions (continued)

3. No claim will be allowed under the **policy** for any liability, loss, damage, cost or expense 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;
- (a) 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
  - (b) 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 other purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This **policy** 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 (a) and/or (b) above.

If **the company** alleges that by reason of this exclusion 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 exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

4. This insurance excludes any liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with;
- the loss of, alteration of or damage to, or
  - a reduction in the functionality, 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

## General Exclusions (continued)

programme that contains any malicious or damaging code including but not limited to computer virus, worm, logic bomb or trojan horse.

5. This insurance excludes any liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with;
  - (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.
  
6. This **policy** does not provide any cover or benefit for any business or activity to the extent that:
  - (i) such cover or benefit and/or
  - (ii) such business or activity

would violate any applicable economic or trade sanction law or regulations of the UN and/or the EU/EEA and/or any other applicable national economic or trade sanction law or regulations.

# 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. The **excess** stated in the **schedule** increases by 50% in respect of stealing of outboard motors of 50hp and under unless;
  - (a) there is physical evidence of violent and forcible entry to a secure locked premises, building or marina.  
or
  - (b) it is fitted with a working satellite tracking device.  
or
  - (c) **we** agree otherwise in writing.
5. **You** must notify **us** immediately of any incident or occurrence which may give rise to a claim under this **policy**. Notifications will be handled in line with **the company's** data protection policy.  
  
Every letter, claim, summons and Process should be notified or forwarded to us immediately on receipt. Theft, attempted theft or malicious damage must be reported promptly to the Gardai/Police.
6. **We** may take tenders or require tenders to be taken if the **insured vessel** requires repairs following a claim under this **policy**.
7. **You** must take reasonable measures to avert or minimise any accident or loss which would be recoverable under this **policy**.
8. All Statutory and Ministerial requirements must be complied with.
9. **You** may cancel the **policy** at any time by written notice to **us**. **We** may cancel the **policy** at any time by issuing a written notice to **you** at **your** last known address. If there has been no claim on the **policy we** will return the premium for the unexpired **period of insurance** if it has been paid.



## Conditions (continued)

10. When the **insured vessel** is under way **you** or any other competent person navigating or in charge of the **insured vessel** with **your** permission shall be on board and in control of the vessel, unless otherwise specified by **endorsement**.
  11. The **insured vessel** can only be sailed single-handedly between the hours of sunrise and sunset 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.
  12. If **you** have any legal rights against another person in relation to a claim, **we** may take action against them in **your** name at our expense. **You** must give us all the help **you** can and provide any documents **we** ask for.
  13. **You** must comply with all terms, conditions and **endorsements** of the **policy**.
  14. The **policy** will be voidable in the event of misrepresentation, misdescription or non-disclosure of any material fact(s) i.e. those circumstances which may influence **us** in **our** acceptance, assessment or pricing of this insurance. If **you** are in any doubt as to whether a fact is material or not please disclose it. If **we** become aware of any misrepresentation, misdescription or non-disclosure of any material fact(s) which would not have led to avoidance of the policy, but which would have led to a higher premium being charged and/or a different level of cover being offered, **we** reserve the right to change the standard premium and/or the Terms and Conditions and/or the type of cover provided with retrospective effect. **We** reserve the right to make these changes from the date the policy inception, a subsequent renewal date or from the date the change in risk or circumstance occurred.
  15. If any claim under the **policy** is in any respect fraudulent, or if any fraudulent means or devices (including inflation or exaggeration of the claim, or submission of forged or falsified documents) are used by **you** or anyone acting on **your** behalf to obtain any benefit under the **policy**, all benefit under the **policy** is forfeit.
- Where the misrepresentation, misdescription or non-disclosure of any material fact(s) results in an additional premium due to **us**, **we** reserve the right to request the payment of such additional premium or to deduct same from any pending claim payment due to **you**.

## Conditions (continued)

16. If a dispute arising out of this **policy** cannot be settled between **us you** will refer the dispute to the Financial Services Ombudsman's Bureau – please refer to the Consumer Information section of this **policy** for contact details. If the Financial Services Ombudsman is unable to investigate the dispute it shall be referred to an Arbitrator or if necessary to two Arbitrators, one to be appointed by each of the parties within one month after having been requested. The Arbitrators shall appoint an Umpire who shall sit with the Arbitrators and in the case of disagreement the Arbitrators shall submit to the decision of the Umpire. The making of an award shall be a condition precedent to any right of action against **us**. Differences not referred to arbitration within 12 calendar months from the date on which the difference occurred will be deemed to have been abandoned.
17. The onus is on **you** to review the value of the insured items at each renewal.
18. **Your** premium may be affected by **your** claims experience. If **your** premium has been affected by **your** claims experience any impact to **your** premium will be outlined in **your** renewal.
19. Changes to **your policy** cover including cancellation may be requested by either party on a joint policy. However, **we** require written authorisation signed by both parties to change a policy from joint to single cover or from single to joint cover.
20. **We** reserve the right to release claim payments on a phased basis as agreed repair or reinstatement work is completed. Once **we** agree the work to be undertaken and the estimated cost of that work **we** will release a portion of the payment to enable **you** to commence the repair or reinstatement work. **We** will release subsequent payment(s) to **you** once **we** have obtained final invoices/receipts from **you** and **we** are satisfied that the work has been completed and the repair costs have been incurred, as agreed with **you**.
21. If at the time of any loss the sum insured noted on the policy **schedule** is considered by **us** to be less than the actual repair or replacement value **we** may reduce the settlement of **your** claim by the percentage that the item is underinsured by.

# Extensions

## Additional Sections where applicable:

### 1: Cover Whilst Racing

Where the **insured vessel** is engaged in racing and **we** agree 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 the sum insured stated on the **policy schedule** in respect of vessels 7 metres and over in length.
  - 100% of the sum insured stated on the **policy schedule** in respect of vessels under 7 metres in length

less the deduction of the **excess**.

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 insured stated on the **policy schedule**.

### 2: Fast Craft

Where the **insured vessel** has a maximum designed speed greater than 17 knots and **we** agree to delete General Exclusion 2, the following section applies:

- (a) No claim shall be allowed under any section of the **policy** arising from 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 **we** agree to delete Exclusion (iii) from Section 2: Liabilities to Third Parties and General Exclusions 4, the following section applies:

Including liability to, or incurred by any person engaged in

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

Only one person to be towed at a time. Personal floatation device must be worn by persons engaged.

Only recognised and commercially manufactured CE approved water ski and/or wakeboarding equipment to be used.

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

Notwithstanding the above, this policy excludes liability to, or incurred by any person engaged in parascending 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 35 degrees North, not east of Gibraltar, excluding Mediterranean Sea and coastal waters of Africa (other than strait of Gibraltar).

### **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 35 degrees North, including Mediterranean not east of 5 degrees East, excluding coastal waters of Africa (other than strait of Gibraltar).

### **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 35 degrees North, including Mediterranean not east of 10 degrees East, excluding coastal waters of Africa (other than strait of Gibraltar).

## Endorsements (operative only if indicated on the schedule)

### 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 35 degrees North, including Mediterranean not east of 15 degrees East, excluding coastal waters of Africa (other than strait of Gibraltar).

### E13 - Temporary Extension of Cruising Range

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

### 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 the date agreed with Allianz. The policy excess increases by 100% for this period.

### E15 - Laid-Up Period

Insured vessel to be laid up ashore from 1st November to 31st March annually.

### E16 - Laid-Up Period

Insured vessel to be laid up ashore from 1st November to 31st March annually unless moored in a marina. If the insured vessel is moored in a marina during this period it may be used provided it is returned to a marina after use.

### E17 - Laid-Up Period

Insured vessel not to be left in the water during the period 1st November to 31st March 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 Allianz (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)
- Yachtmaster Cert (shore-based not acceptable)

## Endorsements (operative only if indicated on the schedule)

- International Certificate for Operators of Pleasure Craft
- Dive Boat Coxswain qualification
- 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)
- Yachtmaster Cert (shore-based not acceptable)
- International Certificate for Operators of Pleasure Craft
- Dive Boat Coxswain qualification
- A minimum of 3 years' experience with **Fast Craft**.

General Exclusions 2 deleted and Extension 2: Fast Craft applicable.

**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 **Allianz**.

**E29 - Premium Protection**

Within 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 stealing will not impact **your** premium.

**E30 - Cruising Range**

Cruising confined to coastal waters of 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.

## Endorsements (operative only if indicated on the schedule)

### E32 - Laid-Up Period

**Insured vessel** not to be left unattended during the period 1st April to 31st October 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 1st November to 31st March.

### E33- Laid-Up Period

**Insured vessel** to be based in a 24-hour manned secure marina when left unattended.

### E34 – Cruising Range

Cruising confined to inland waterways and coastal waters of Europe.

### E35 – Laid-Up Period

**Insured vessel** to be laid up ashore from 1st October to 31st March annually.



## Making a Claim

Please contact our claims department on 01 613 23990 if **you** have any queries or if **you** need any advice about making a claim. Our office is open 9am to 5pm Monday to Friday.

**We** will send **you** a copy of our pleasure craft claim form or alternatively **you** can download a copy from [www.allianz.ie](http://www.allianz.ie). **You** must also submit estimates with **your** claim form.

If property has been stolen or maliciously damaged, or if **you** lose a valuable item, **you** must inform the Gardai or local Police as soon as possible. **You** will receive a 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** must have emergency repairs carried out immediately to prevent any further damage to **your** property. If the claim includes injury to someone else or damage to their property, **you** must 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 must 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

## Important Information In Relation to Your Allianz Policy

### Your insurer

The underwriter of **your** insurance is Allianz p.l.c., having its registered office at Allianz House, Elmpark, Merrion Road, Dublin 4, D04 Y6Y6, companies registration office no 143108. Vat no 4887986M. Our contact details are: tel: +353 1 448 48 48 and email: info@allianz.ie

### Regulatory Status

Allianz p.l.c. is regulated by the Central Bank of Ireland and is subject to the Central Bank of Ireland's Consumer Protection Code and Minimum Competency Code which offer protection to consumers. These Codes can be found on the Central Bank's website: [www.centralbank.ie](http://www.centralbank.ie).

### What we do

Allianz p.l.c. is a non-life insurance undertaking which underwrites personal, commercial, education, religious and social insurance products. When dealing directly with personal customers **we** underwrite products on a non-advisory, information only basis.

### How we charge

The charge for our services is the premium (including applicable government levy and/or premium taxes). This premium and any optional covers are separately specified in **your schedule/renewal notice**.

### Default

Non-payment of **your** premium or part thereof (including where **you** are using **our** Direct Debit option) or breach by **you** of certain conditions of **your policy** may lead to **your policy** being revoked or cancelled.

### Language & Customer Communications

**Your policy** and all communications with **you** or by **you** to **us** will be in English. For Allianz Direct customers: **we** will publish **your** insurance documentation in the MyAllianz portal. On request **we** will also provide **your** documentation by post.

### 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.

## Consumer Information

### Right of Withdrawal

You have the right to withdraw from this **policy**, provided you have not made a claim, within 14 days from:

- (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. You may exercise this right in writing to us at the address given above, quoting your **policy** number. If you exercise this right we will refund you any part of your premium you have paid less an administration charge as detailed in your **schedule**. 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:** 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

You and we may choose the law applicable to this contract. It is hereby agreed that this contract is governed by Irish Law unless we agree with you otherwise in writing. The Irish Courts will have jurisdiction to hear any dispute other than any dispute which must be referred to arbitration under the arbitration clause of this **policy**.

### Policy Alteration, Additional and Return Premiums

Where your **policy** is altered during any **period of insurance** we will recalculate your premium. This may result in an additional premium due to us or a return premium due to you. A premium transaction charge may be applied to all such alterations, as detailed in your **schedule**.

We will only charge or refund you provided the total amount, including the premium transaction charge, is greater than or equal to the amount detailed in your **schedule**. 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.

### Remuneration

Please be aware that an Allianz staff member may receive a payment in relation to the processing of your **policy**.

## Consumer Information

### 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:

Head of Customer Focus, Allianz p.l.c.,  
Allianz House, Elmpark, Merrion Road,  
Dublin 4. Tel: +353 1 448 48 48, or  
email: [info@allianz.ie](mailto: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)  
Financial Services and Pensions  
Ombudsman, Lincoln House, Lincoln  
Place, Dublin 2, D02 VH29.  
Tel: (01) 567 7000  
Email: [info@fspo.ie](mailto:info@fspo.ie)  
Website: [www.fspo.ie](http://www.fspo.ie)

The Financial Services and Pensions Ombudsman will examine complaints from all customers, except limited companies with a turnover of €3 million and above.

and/or

(2)  
Insurance Information Services -  
Insurance Ireland, First Floor,  
5 Harbourmaster Place, IFSC, Dublin 1,  
Tel: (01) 676 1820  
Fax: (01) 676 1943  
email: [info@insuranceireland.eu](mailto:info@insuranceireland.eu)  
website: [www.insuranceireland.eu](http://www.insuranceireland.eu)

### Call Recording

Please note that **Allianz** may record and monitor telephone calls for regulatory, training and quality purposes.



**Allianz p.l.c.**

Allianz House  
Elmpark  
Merrion Road  
Dublin 4.

Tel: (01) 6133000

Fax: (01) 6134444

Website: [www.allianz.ie](http://www.allianz.ie)

E Mail: [info@allianz.ie](mailto:info@allianz.ie)

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