



# **International Yacht Clause**

Agents: Edward William SL  
Avenida Carmen Saenz de Tejada S/N,  
Edificio S208, Planta 2 Oficina 4A, Las  
Lagunas de Mijas Malaga 29651  
Spain

Phone International: +34 951250931  
Phone UK +44 (0)8001026453  
Phone USA & Canada 1(800)7131270  
Email: [info@edwardwilliam.com](mailto:info@edwardwilliam.com)

01/09/2022

# Contents

	<b>Page</b>
<b>Part 1</b>	
About ION Insurance Group SA	3
Benefits of the ION policy	3
Important features and benefits	4
Words with special meanings	5
Understanding what is and is not covered	7
Excess	7
Language	7
Law and Jurisdiction	7
Data protection notice	8
Premiums and claims	8
Contacting us	8
Applying for cover	8
Cooling off Period	9
<b>Part 2</b>	
Your cover	9
Section 1 Accidental Damage	10
What we cover	10
What we do not cover	10
Dismantling, Diagnosis and reassembly costs	12
Section 2 Your liability to others	12
What we cover	12
What we do not cover	13
Section 3 Captain and Crew Liability	14
What we cover	14
What we do not cover	14
Section 4 Injury to the Named Insured	15
What we cover	15
What we do not cover	15
Section 5 Emergency Medical Expenses	15
What we cover	15
What we do not cover	15
Section 6 Racing	15
What we cover	15
What we do not cover	15
Section 7 General conditions applying to the whole policy	16
Section 8 General exclusions applying to the whole policy	17
Section 9 General Excesses and deductions	19
Section 10 Cancellation and return of premium	20
Section 11 Claims	20
Section 12 Duty of disclosure	22
Section 13 Endorsements	22
Section 14 Complaints Procedure	23

## **About ION Insurance Group SA**

ION Insurance Group, S.A. (ION) was formed in 2004 in San Jose Costa Rica with an initial Capitalization of US\$55.5 million dollars. Today the Group includes ION Surety Company S.A. and ION Insurance Company, Inc. (US). Group Balance Sheet Assets are US\$180,000,000.

The Group was originally formed to fill a niche in the insurance market for clients who had difficulty in obtaining coverage from mainstream insurers, either because of the nature of their business or their physical location. The Group has now evolved into a special risk underwriter concentrating on Marine Hull, Aviation, Financial Guarantees and Bonds, Facultative Reinsurance and Reinsurance Treaty business.

Our group enjoys the benefits of a Board of Directors and Executive Officers with a combined Insurance and Reinsurance experience of well over one hundred years. Our experience covers all facets of Insurance and Reinsurance, from Business Production, through Underwriting of Risks, to Administration, Accounting and Claims Management.

Clients can be secure in knowing that ION appoints local third-party claims adjusters to assure absolute integrity in the loss adjustment process in a prompt and professional manner to provide our clients with a superior claims experience.

The company maintains a conservative approach to Underwriting. This strategy has worked well, and the Company has grown steadily in size, whilst maintaining its profitability.

During its history, ION Insurance Group, S.A. has been accepted as approved security by numerous clients, financial institutions, insurance companies and Sovereign Governments.

## **Benefits of Insuring with ION**

The following summary contains some important information about your policy. It does not contain the full terms and conditions of your policy which can be found within your policy wording. You should review your policy on a regular basis to ensure that the cover provided is adequate to your requirements.

**This is a 12-month policy or as shown on your policy schedule. The Insurance policy is underwritten by ION Insurance Company SA. and is a policy of indemnity unless otherwise stated on your policy schedule.**

**PLEASE ENSURE THAT YOU READ THIS POLICY CAREFULLY TO ENSURE THAT THE COVERAGE OFFERED IS TOTALLY SUITED TO YOUR INSURANCE REQUIREMENTS. SHOULD YOU HAVE ANY CONCERNS THESE SHOULD IN THE FIRST INSTANCE BE DIRECTED TO EDWARD WILLIAM IN WRITING TO:**

Avenida Carmen Saenz de Tejada S/N,  
Edificio S208, Planta 2 Oficina 4A, Las Lagunas de Mijas Malaga 29651  
Spain

**OR BY EMAIL TO:**

info@edwardwilliam.com

## **Important Features and Benefits.**

**Section 1 Accidental Loss or Damage to Your vessel** This section covers accidental loss, damage, **fire and/or explosion** or theft to your **vessel** and certain other property up to the **sum insured** and limits specified in the **schedule** of insurance or this document. Additional limits apply to certain property such as fishing gear, water ski equipment, diving equipment, tools, and **personal belongings**. Please note this is a **market value policy** which means that in the event of a claim settlement would be based on our assessment of value or **sums insured** whichever is the lower.

### **Section 2 Liability to Other People.**

This section covers your and other specified persons' legal liability to pay compensation for property damage and in some cases death and injury up to the **sums insured** noted on the **policy schedule** (excluding legal costs and expenses) to other people in certain circumstances.

### **Section 3 Captain and Crew Liability**

This section covers damages (including if applicable, maintenance and cure, repatriation and other related expenses) for which you and / or any insured person are legally liable to pay an employed captain or crew member in respect of your legal liability to any employed crew which occurs whilst the crew member is in the service of your vessel.

### **Section 4 Injury to the Named Insured**

This section covers named insureds up to US\$5000 (or equivalent in any other currency) for death and certain specified injuries. If more than one person is named on this insurance policy, then the amount paid to each insured will be the amount payable under this section divided by the number of insured persons.

### **Section 5 Emergency Medical Expenses**

This section covers the cost of emergency medical expenses up to US\$5000 (or equivalent currency) in respect of injuries incurred within one year from the date of an accident causing bodily injury to any person while in, upon, boarding or leaving an insured **vessel**. The injured person must submit to an examination by a physician selected by us when and as often as we reasonably require.

### **Section 6 Racing**

This section provides details of the cover allowed for **racing**. This section is not automatic to the policy and must be applied for at inception or renewal.

### **Section 7 General Conditions Applying to The Whole Policy**

This section details all the conditions of the **policy** that apply to all sections of the **policy** and that you **must comply** with. Failure to comply with these conditions may affect any claim.

### **Section 8 General Exclusions Applying to the Whole Policy**

This section shows all the exclusions that apply to all sections of the **policy** and are in addition to any exclusions shown under individual sections.

### **Section 9 General Excesses and Deductions**

This section shows details of the amounts that will be deducted from any claim that you make under this **policy**.

### **Section 10 Cancellations and Return of Premium**

This section details your cancellation rights and returns you can expect following cancellation of the **policy** as well as the rights of us to cancel your **policy**.

### **Section 11 Claims**

This section details what is required of you to instigate the claims procedures and what is required from you to ensure that the claims process runs smoothly.

### **Section 12 Your Duty of Disclosure**

This section details what you should tell us and when you should tell us regarding details that may affect our decision to offer cover under this **policy** or the premium to be charged and conditions to impose.

### **Section 13 Complaints Procedure**

This section details what you need to do in the event of a complaint as well as the addresses and telephone numbers that you would need to contact.

## Words with special meaning

Throughout this policy most words and phrases that have special meanings appear in bold. Only the pronouns “we”, “our”, “us”, “you”, “your”, and “yours” are defined but do not appear in bold. This section defines some of the more general terms used in this policy. Bold terms that are not listed in this section, are defined within the sections they appear.

**We, us, our** refer to ION Insurance Group SA.

**You, your** refers to the **insured** named on the policy schedule

**Accidental Loss or Damage** means physical loss and/or damage which occurs by **accident**. An **accident** is a happening that is unforeseen, unavoidable, and unintended by you.

**Agreed Value** means the sum insured shown on the policy schedule or any endorsement to the same. This will be backed up by a recent survey and valuation to support the value requested.

**Combined single limit** means the maximum amount we will pay towards any sum or sums that you or any other insured person becomes legally liable to pay because of any one occurrence arising from your operation of the insured **vessel**. If the **policy schedule** shows multiple liability limits, the maximum amount we will pay in respect of any one occurrence or series of occurrences arising from a single event, is limited to the amount shown as the combined single limit irrespective of the number of claims or claimants arising from the said occurrence, or single event and in no circumstances shall there be any aggregation of liability limits shown on the **policy schedule** more than the combined single limit that applies.

**Constructive Total Loss** where the cost of **replacement** or repair of your **vessel** exceeds the **sum insured** or where we consider that the cost of repair would exceed the **market value** of the **vessel**.

**Excess / Deductible** means the amount shown on the **schedule** which you must pay first when you make a claim under your **policy**.

**Family** means any person related to you by blood or marriage, or adoption (Including a ward or foster child).

**Fire and/or Explosion** means **accidental loss or damage** caused to the **vessel** from the combustion of materials.

**Gradual Deterioration** is the gradual degradation of the **vessel** caused by wear and tear, rust, rot, oxidation, corrosion, electrolytic or galvanic action, wasting or weathering.

**Hull** means the **hull**, deck, cabin, deck fixtures, equipment, appliances, and fittings on or below the deck or cabin top of the **vessel**.

**Indemnity** means that we will cover the **market value** for the **replacement cost** of the **vessel** and its parts as it stands at the time of a claim.

**Insured** means you and any person, firm, corporation, or legal entity that may be **operating** the insured **vessel** with your prior permission. However, this does not include a paid captain or any paid crew member of the insured **vessel**. Nor does it include any person, firm, corporation, or other legal entity or any of their agents or employees operating a shipyard, boat repair facility, marina, yacht club, sales agency, chartering agency, yacht broker, boat service station, salvor, towing service or similar organisation.

**Latent Defect** is a hidden flaw, weakness or imperfection in the design, manufacture or build of the **vessel** that is not apparent by routine inspection and is not the result of gradual deterioration or a lack of maintenance.

**Machinery** includes but is not limited to main or auxiliary engines including gear boxes, starter motors, alternators, electrical and mechanical equipment, cables and fittings, hydraulic equipment, piping and fittings, boilers, shafts, exhaust systems, generators, air conditioning equipment, tanks, pumps, and water makers.

**Market Value** means the sale value of the **vessel**, **vessels** parts, **personal belongings** and/or navigation equipment immediately prior to the claimed **loss or damage**, considering the condition and age of the items and the location of the **vessel**.

**Maximum Design Speed** is the maximum speed that the **vessel** is designed to achieve under power as stated by the **vessel** manufacturer with the engine fitted.

**Navigational Limits** are the limits shown on the **schedule** of insurance under the section named cruising range.

**Personal Effects** means items of a personal nature that you own and use specifically for the **vessel** that would not normally be sold with the **vessel**. This includes but is not restricted to portable navigation equipment, fishing gear, diving equipment, clothing, shoes, waterproof gear, wetsuits, portable electrical goods. Cover for **personal belongings** is based on **Market Value** at the time of the **loss** or claim.

**Policy** the **policy** of insurance is represented by this document together with the marine insurance **policy schedule**.

**Race or Speed Trials** means any event involving speed and/or of a competitive nature, including, but not limited to, Regattas and/or Rallies. 'Preparing for a **race or speed trial**' means any navigation of the **vessel** necessary to ensure eligibility of either you or your **vessel** to participate in a **race or speed trial**.

**Replacement Cost** is the least of the following amounts:

- a. the applicable limit shown on the declarations page.
- b. the cost to repair or replace the lost or damaged property using other new property of comparable material and quality, used for the same purpose, or starting the fifth year from the date of manufacture, the cost to replace the lost or damaged property with substantially identical property.

**Salvage** means those reasonable charges and expenses which are incurred by you if necessary to prevent damage, injury, or loss of life or to prevent or minimise any further **loss or damage** covered under this **policy**.

**Schedule** is the document issued to you by us which details coverage, values, and additional limitations.

**Seaworthy** means fit for the **vessel's** intended purpose. **Seaworthiness** applies not only to the physical condition of the **hull**, but to all its parts, equipment and gear and includes the responsibility of assigning an adequate crew. For the **vessel** to be **seaworthy**, its crew must be competent, experienced within the **navigational limits** allowed under this **policy** and appropriately licenced. The **vessel** must be suitable for its intended use and maintained in a condition conducive to its use.

**Sinking** means when the **vessel** has sunk as far as is physically possible for the **vessel** to sink.

**Storm** means tropical depressions, tropical **storms**, hurricanes or flooding as designated by the National Weather Service and/or National Hurricane Centre, whether named or not. Basic cover allows for winds of Force 6 on the Beaufort scale (25-31mph). Standard cover allows for winds up to Force 12 on the Beaufort scale (74-95mph) but excludes named or numbered tropical depressions, tropical **storms**, hurricanes or severe flooding. Enhanced cover for all **storms**, includes those named and/or numbered and for winds over Force 12 on the Beaufort Scale (over 96mph) and severe flooding.

**Sum Insured** is the value of the **vessel** or other **insured** property as specified in the **policy schedule**.

**Tender** means an auxiliary **vessel** or dinghy which is carried on deck or towed behind your **vessel** that is used as a lifeboat or way of transportation to your **vessel**, excludes personal watercraft unless agreed and extended in writing. The **vessel tender** must be marked with the name and/or registration number of the parent **vessel**.

**Trailer** refers to the **insured vessel's** trailer, used exclusively for that purpose.

**Vessel** means the **vessel** described on the **schedule**, including machinery, electrical equipment, sails, masts, spars, rigging, and all other equipment normally required for the safe operation and maintenance of the **vessel** and situate on the **insured vessel**, which would normally be sold with the **vessel**. This does not include spare parts of the **insured vessel**, the **insured vessel's** life raft, **tender** or dinghy, unless the same has been declared on the **schedule**, nor does it include any items being stored on premises other than on-board the **insured vessel**.

## **Understanding what is not covered.**

Section B of this document sets out the cover we can provide you with. You will need to decide if the limits, type, and levels of cover are appropriate for you and will cover your potential loss. If they are not, you may be underinsured which will result in you having to bear part of any loss that you have not covered yourself. Not everything is covered by this insurance policy, limits and conditions apply. It is important that you read this document carefully so that you can understand what is covered and the limitations. Remember that your policy is not a maintenance contract. It is up to you to ensure that all measures are taken to maintain your **vessel** and **machinery** in a condition conducive to its use and failure to do so could result in a claim not being settled and/or the policy being cancelled from inception. Read the words with special meaning to ensure that you understand what we mean by terms used in relation to the cover that we provide. For example, '**Market Value**' is a defined term that affects what we cover you for. Make sure that you understand what we specifically exclude. Each cover has specific exclusions that apply to it. You should also ensure that you comply with the general conditions and claims conditions of the policy which set out certain obligations that you have. Failure to comply may result in a refusal to pay a claim. We will only cover your interest in the **insured** property unless we specifically include the interest of a third party on your **policy schedule**. The terms of your **policy** and premium are based on the information you have provided to us. You must ensure that all facts given are correct and you must contact us immediately if there are any changes to the information you have provided or at any time that you discover that the information is incorrect. Examples include but are not limited to:

- i) Changes in conditions, **market value** or use of the **vessel**.**
- ii) Criminal charges or convictions of any person having an interest in the **vessel**.**
- iii) Changes in mooring location or type of mooring for the **vessel**.**

A failure to provide full and accurate information may invalidate your **policy** and may result in part of a claim not being paid or the entire claim not being paid. If you are in any doubt, please contact us to ensure that you are and remain fully covered.

## **Excess**

If you make a claim under your **policy**, you may first have to pay a **policy excess/deductible**. We will pay the relevant amounts that we cover you for above any **policy excess**. You will be required to pay us any **policy excess** applicable prior to us dealing with a third-party claim. We will specify any **policy excess** on your **policy schedule** when we issue cover.

## **Language**

Unless otherwise agreed in writing the language of your policy and any communication throughout the duration of the policy will be in English.

## **Law and Jurisdiction**

Your policy shall be governed by and construed in accordance with the law of Costa Rica and the courts of Costa Rica shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with your **policy**, or its subject matter or formation (including non-contractual disputes or claims) unless specifically agreed to the contrary.

## Data Protection Notice

To consider your request for insurance cover or administer subsequent dealings in respect of your **policy** we must process your personal data and where appropriate your 'sensitive' personal data and in doing this we will comply with the provisions of any applicable domicile data protection act. We may check and/or pass some or all the personal information we obtain in connection with your **policy** or claim to our appointed service providers to administer the **policy** or for underwriting and claims handling purposes. We may also pass some or all the personal information to regulatory or other organisations, so that we can comply with our obligations, and we may also pass on some or all the personal information to databases and fraud prevention agencies.

## Premiums and Claims

All premiums are handled on our behalf by our agents. Claims are initially handled by our agent and will be passed to us for approval and settlement.

## Contacting Us

We are only able to discuss your **policy** with the person(s) shown on the **policy schedule**. If you require someone else to deal with your **policy** on your behalf, please contact your agent at the address shown.

## Applying for Cover

To apply for this insurance, you must complete our proposal form and send it to us. Depending on the information you provide on your proposal we may ask you for further information. When completing the proposal or providing us with additional information in relation to your proposal, you must comply with your duty of disclosure. Please refer to the **Duty of Disclosure** section of this **policy**. Where we agree to provide cover, we will issue you with a **schedule** of insurance which sets out:

- i) The period of insurance
- ii) The **vessel** and/or property covered.
- iii) The limits of those covers
- iv) The **excesses** that will apply to you or others.
- v) Any variation to the standard terms.

The premium that we charge you is based on several factors including your risk profile (e.g., where your **vessel** is located, the type of **vessel** being **insured**, its value, **navigational limits**, and your insurance history etc.) It includes any amounts that consider our actual or estimated obligation to pay any relevant government charges in relation to your **policy** as well as any additional service charges that we tell you about. We will tell you when you apply, what premium is payable, when it needs to be paid and how it can be paid. Additional charges do apply if you pay your premium by instalments. Special conditions also apply to instalment payments as shown on your **policy schedule**.

You may be eligible for a no claims bonus which is a discount off your premium. The no claims bonus you receive will depend on the number of years you have **insured** your **vessel** and the number of claims that you have had. You are eligible for no claims bonus if you have experienced no claim against a pleasure craft **policy** for at least 12 consecutive months of cover. The no claims bonus discount is as follows:

- 1 year = 5% Discount
- 2 years = 10% Discount
- 3 years = 15% Discount
- 4 Years = 20% Discount (30% renewals only)
- 5 Years = 20% Discount (40% renewals only)

If you make a claim against your **policy** your no claims bonus would revert to zero for the following renewal and will be earned again year on year as per the details above



## Cooling off Period

You have a cooling off period which means you can return your **policy** within 7 days of the commencement of the cover, and we will refund the premium paid less any charges unless you have made or are entitled to make a claim under the **policy**, or another party is entitled to make a claim against you for which you intend to rely on your **policy**. After the cooling off period ends you can cancel the **policy** by notifying us in writing, however there would be no refund due during the first 12 months of cover. For full details of your cancellation rights please see full details of cancellation rights under Section 10 of this **policy** wording.

## SECTION B – Your Cover

Where we have agreed to cover you, your **policy** will consist of:

- i) This product disclosure statement which sets out details of your cover and its limitations.
- ii) The **policy schedule** we issue to you, which shows the terms and conditions that apply specifically to you such as the **excesses** that apply, the **sums insured**, the **navigational limits** of your **policy** and the endorsements that apply to your **policy**.

You should carefully read and retain this document, the **schedule** and any other document referred to above. These documents should be read together as they jointly form the contract of insurance between you and us. Any new or replacement **schedule** we may send you detailing changes to your insurance contract, or the period of insurance will become the current **schedule**, replacing all previous **schedules**. Any new and amended **schedules** should be read carefully and retained. Should you find any errors or wish to make any changes to the cover in any way please contact your agent immediately in order that they can issue the relative endorsement. We cannot be held responsible for any oversight on your part unless advised. Where we have agreed to cover you, we will insure you for the cover(s) specified on the **schedule** for the period of insurance on the basis:

- i) That you have paid the premium or agreed a payment plan for the cover(s) you have selected when you applied for this insurance and which the **schedule** indicates are in force.
- ii) Of the verbal and/or written information provided by you which you gave having been advised of your duty of disclosure either verbally or in writing. If you failed to comply with your duty of disclosure, we will be entitled to reduce our liability under the **policy** in respect of a claim and/or we may cancel the **policy**. If you have deliberately misled us or told us something which is fraudulent, we also have the option of voiding your **policy** from the beginning and/or taking legal action against you. For your assistance, we have provided a full explanation of your duty of disclosure and the consequences of non-disclosure under the heading 'Your Duty of Disclosure' on page 32 of this policy wording.

**Please note that the following covers (Sections 1 to 6) are subject to the sections of this policy called general conditions, general exclusions and claims conditions as well as the other terms of the policy.**

## Section 1 – Accidental Loss or Damage to Your Vessel.

### What We Cover

1.1 We will cover you for **accidental loss, damage, fire and/or explosion** and theft to your **vessel** which occurs during the period of insurance as shown on your **policy schedule** and is within the **navigational limits** shown on your **policy schedule**, including whilst your **vessel** is in transit on the **trailer** by road, rail, or ship, provided that your **vessel** is designed to be towed on the **trailer** and all local laws regarding towing are adhered to.

At our option, we will (subject to payment of the relevant excess)

- i) Repair or replace your **vessel** or
- ii) Pay you the reasonable cost of repairing or replacing your **vessel** or
- iii) Pay you the **market value** of your **vessel**.

We will not pay more than the applicable **sums insured** and limits specified in either this **policy** wording or your marine insurance **schedule**. In respect of the repair or **replacement** of property, we will reimburse you for the cost of reasonable repairs and or **replacements** required to bring the property as near as possible to its appearance prior to the claimed **loss or damage**. We will deduct an amount for wear and tear and depreciation that we may consider applicable due to the age and general condition of the Item/s being claimed for. In the event of partial damage, claims will be settled based on the proportion of the **vessel** damaged being the proportion of the **sum insured** applicable. Loss or damage to the **vessels** main engine(s) or attached gearbox and transmission caused by the failure of any component part provided that:

- i) The engine(s) or attached gearbox and transmission are less than 5 years old from the date of first manufacture.
- ii) Is professionally installed.
- iii) Has a **maximum design speed** not exceeding 17 knots unless insurers have been informed and the speed boat clause is shown on your insurance **schedule**.
- iv) You can provide written evidence that all the manufacturer's maintenance recommendations have been carried out.

The cover under this clause 1.1 does not extend to the outboard motor or the cost of replacing or repairing the failed component.

1.2 **Loss or damage to personal effects** is limited to US\$500.00 (or equivalent currency) per item as specified on your **policy schedule** should this cover be selected.

1.3 **Loss or damage** to fishing gear, water ski equipment, diving equipment and tools is limited to US\$500.00 (or equivalent currency) per item as specified on your **policy schedule** should this cover be selected.

1.4 **Salvage** charges and wreck removal will be covered if selected on the proposal form and shown as an endorsement on your **policy schedule**. If your **vessel** is damaged or sinks **accidentally**, we agree to recover it or the law requires that it must be removed, then we will pay the reasonable costs of the salvage charges incurred for the removal/recovery of the wreck up to the amount requested and specified on your **policy schedule**. This cost will be paid in addition to the **sum insured** for your **vessel** noted on your **policy schedule**.

### What We Do Not Cover

We will not cover you:

1. For any reduction in the value of the **vessel** because of **damage** and/or repair.
2. For previously unrepaired **damage** to the **vessel** (except where required to prevent or minimize a loss)
3. For the cost of making good any defect arising from any repair, alteration or maintenance work carried out on the **vessel**
4. For the cost of making good any fault or error in design or construction
5. For theft of a **vessel tender** that does not have an identifiable mark.

6. For **personal effects** in relation to any **vessel** under 15 feet in length overall.
7. For any single item of **personal effects**, fishing gear, diving equipment, water ski equipment and tools more than US\$500.00 (or equivalent currency) unless agreed by us.
8. For jewellery, cash, debit/credit cards, eyewear, mobile personal electronic devices, and other forms of computer equipment unless agreed by us.
9. For breakage of articles of a fragile or brittle nature.
10. For **personal effects insured** under any other policy of insurance.
11. For **loss or damage to personal effects**, fishing gear, diving equipment, water ski equipment and tools unless they were stored on or being used on your **vessel** at the time of **loss or damage**.
12. For theft from your **vessel** of **personal effects**, fishing gear, diving equipment, water ski equipment and tools unless there is physical evidence of forcible or violent entry into a lockable part of your **vessel**.
13. For **loss or damage** to cameras, portable radios, mobile phones, moorings, provisions, and fuel unless you specify these items individually and we agree to extend the cover to them in writing.
14. For theft by persons to whom your **vessel** is entrusted.
15. For **loss or damage** to an outboard motor when secured to your **vessel** or the **vessel tender** in a manner other than that specified or recommended by the manufacturer of the motor, your **vessel** or your **vessel's tender**.
16. For theft of any outboard motor whose serial number you do not provide us with or theft of the outboard motor unless from a locked cabin or locker, locked storage, locked vehicle or secured to the **vessel** or her **tender** by an anti-theft device specifically designed and marketed for the purpose in addition to the normal method of attachment.
17. For theft of the **trailer** and any items attached to it, including the **vessel**, unless the **trailer** has been locked with a wheel clamp or is stolen from a locked building following forcible or violent entry to or exit from said building.
18. For damage to the tyres of your **trailer**.
19. For **loss or damage** caused by wear and tear, gradual deterioration, vermin, corrosion, electrolysis, mould, osmosis, inherent vice and/or lack of maintenance.
20. For gradual accumulation of rainwater or snow in or on the **vessel** unless resulting from sudden, rare, and extreme weather conditions (and you have selected enhanced **storm** cover) or frost and or freezing unless you can provide evidence that you have taken all necessary preventative measures including, but not limited to, compliance with all manufacturers recommendations or where manufacturers recommendations do not exist; acting on the advice of a qualified marine engineer including the correct use of anti-freeze.
21. For incursion of water into the **vessel** unless sudden and unforeseen, or **accidental** and you have selected enhanced **storm** cover.
22. For any water **damage** caused by partial or total immersion unless the **vessel** is fitted with a fully functional and working automatic bilge pump.
23. For **loss or damage** to sails caused by the wind or water whilst in use unless the spars they are attached to are **damaged** at the same time.
24. For the mast, spars, sails and rigging whilst the **vessel** is racing unless this has been agreed by us and is shown on the **schedule** of insurance in which case cover is extended.
25. For **storm** as defined by insurers (see words with special meanings on page ten of this policy) unless otherwise stated on your **schedule** of insurance.
26. For lightning strikes on sailing **vessels** where a lightning rod is not attached to the mast.
27. The resulting direct physical loss to the **insured yacht** for a dismasting unless a professional rig inspection was completed within the last two years and any deficiencies that were identified with the standing rigging or chain plates were remedied as recommended and the work was completed by a professional rigger.
28. For consumables, which are goods used by you that must be replaced regularly because they wear out or are used up including, but not limited to, food, drink, paint, varnish, lubricants, and fuel.
29. For malicious damage caused by any person/s named in the **schedule** or their immediate **families**.

30. For mechanical parts, fittings and appliances that are not in accordance with manufacturers original specifications or suitable for marine use.
31. For **loss or damage** to a motor caused by or resulting from seizure and/or overheating unless caused by an external blockage.
32. For **loss or damage** which is a secondary financial loss sustained by you because of **loss or damage** to your **vessel** or other **insured** property or associated **loss or damage**.
33. For the cost of repairing or replacing any part of your **vessel** due to mechanical and/or electrical breakdown or failure.
34. For the cost of repairing or replacing any part of your **vessel** due to fault or error in design or construction.
35. For the cost of improving or altering your **vessel**.
36. For any **damage** resulting from scratching or gouging to any part of the **vessel** whilst the **vessel** is being lifted from or returned to the water and whilst on a **trailer** or any other mode of transportation whilst in transit.
37. For emotional, psychological, or sentimental loss which occurs due to the **loss or damage** sustained to your **vessel**.

### **Dismantling, Diagnosis and Reassembly Costs**

Where you make a claim for **loss or damage** to your **vessel**, we may in some circumstances, require you to:

- i) Dismantle your **vessel**; or
- ii) Authorise us to dismantle your **vessel**, so we can assess your claim for the relevant **loss or damage** and / or decide if it is valid. If you do not agree we may refuse to assess and/or pay your claim. Where we determine that the claim for **loss or damage** to your **vessel** is:
- iii) Not covered by your **policy**, you will be responsible for the costs of the above dismantling as well as any costs associated with the dismantling (including but not limited to any diagnosis, reassembly, repair and /or replacement costs).
- iv) Covered by your **policy**, we will settle your claim in accordance with the terms and conditions of your **policy**

### **Section 2 – Your Liability to Others.**

#### **What We Cover**

We will cover you or anyone in charge of your **vessel** with your consent for their legal liability to pay compensation in circumstances specified below, up to the **sums insured** shown on the **policy schedule** but restricted to US\$300,000 (or equivalent currency) whilst in USA and Canadian waters in respect of any one incident or series of incidents arising from the same event resulting from:

- 2.1** damage to any other **vessel** or property
- 2.2** death or injury, except to paying passengers unless agreed by us and shown on the **schedule** of insurance.
- 2.3** pollution arising from sudden and accidental discharge, release or escape of fuel, lubricants, or sewage either directly or indirectly from holding tanks on your **vessel** within the **navigational limits** shown on your **policy schedule**, other than liability connected with:
  - i) Your own recklessness, deliberate actions, or misconduct
  - ii) the recklessness, deliberate actions, or misconduct of any person in possession of your **vessel** either with or without your permission.
  - iii) fuel or lubricants not being used in connection with the operation of your **vessel** at the time of **loss**.
  - iv) lack of maintenance on your **vessel** resulting in the discharge.
  - v) fines, punitive, aggravated, or exemplary damages

We will pay no more than US\$150,000 (or local currency) for any one discharge, release or series of discharges, releases, or escapes in any one **policy** period including legal expenses.

- 2.4** Legal costs incurred or required to be paid when defending a claim, subject to our prior written consent.

**2.5** fees and/or expenses incurred in respect of attendance at any official enquiry, subject to our prior written consent.

**2.6** Water-skiing (only applies when the **policy schedule** shows that you have selected this option).

You and/or any person using your **vessel** with your permission and/or any person engaged in water-skiing, wakeboarding and/or aquaplaning activities (using only recognised and commercially manufactured water ski and/or wakeboarding equipment and/or barefoot water-skiing) while being towed by your **vessel** within the **navigational limits** during the period of your insurance cover for:

**i)** Death or injury to any person caused by a water-skier who is being towed by your **vessel**. \$20,000

**ii)** Property Damage caused by a water-skier being towed by your **vessel**. \$20,000

Cover is not provided under this option unless the **policy schedule** shows that you have selected this option and a person is on board your **vessel** competently and in accordance with relevant legal requirements observing the water-skier and/or aquaplaning activities in addition to the person in control of your **vessel** at the time of the incident giving rise to a claim. Death or injury to the water skier being towed by your **vessel** is not covered.

**2.7** Marina liability is covered for legal liabilities imposed upon you by the terms and conditions of a lease agreement with you for the provision of a berth, mooring or storage facility for your **vessel**.

**2.8** Legal costs are covered. Provided we first agree in writing, we will pay for all legal costs and expenses incurred in defending any court proceedings which may arise in respect of any liability covered by this section. We will not pay for third parties' legal costs or for any legal costs and expenses relating to any criminal, maritime or traffic proceedings.

### **What We Do Not Cover**

No cover is provided in respect of:

**1.** Legal liabilities of anyone operating, managing, or working upon the **vessel** who is employed by a shipyard, repair yard, marina, yacht club, sales agency, delivery contractor, similar organization or self-employed who should have been covered by any compulsory compensation insurance.

**2.** Any liability for **accidents** or illness to any person engaged by you in connection with the **vessel** under a contract of employment.

**3.** Any liability to third parties admitted, accepted, or agreed without our consent.

**4.** Any liability to third parties whilst the **vessel** is being used for water-skiing, towing of water toys, aquaplaning or similar activity unless we have agreed to such activity and it is shown on your **schedule** of insurance, in which case refer to clause 2.6 above.

**5.** Any liability arising whilst the **vessel** is used for or in connection with parasailing or other similar activity unless we have agreed to such activity, and it is shown on your **schedule** of insurance. If such activity is agreed cover will not extend to persons outside of the **vessel** taking part in said activity.

**6.** Any liability to third parties while the **vessel** is attached to, carried on or towed by a motor vehicle or has become unintentionally detached from a motor vehicle.

**7.** Any liability to any person if they or anyone else has paid for them to be on-board the **vessel** unless cover has been extended to include commercial use and passenger liability.

**8.** Any liability arising other than from the hull, motors, masts, spars, rigging, sails, equipment, and accessories being used on your **vessel, vessels' tender, or trailer**.

**9.** Any liability for **loss or damage** occurring to property owned by you or in your physical or legal control or owned by any person using your **vessel** or in their physical or legal control.

**10.** Any liability for disease that is transmitted by you or anyone using your **vessel**.

**11.** Any liability for fines or penalties and/or aggravated or exemplary damages

**12.** Any liability for any relief or recovery other than monetary amounts.

**13.** Any liability from a contract that imposes on you a liability which you or a covered person would not otherwise have.

**14.** Any liability that is covered under any other **policy**. We will be liable under this section 2 only for the amount your liability exceeds the limits of cover under any other **policy**.

**15.** Any liability that is in part covered in any way by any:

**i)** Statutory or compulsory insurance **policy** or statutory or compulsory insurance, or

**ii)** Compensation scheme or fund even if the amount recoverable is nil.

16. Any liability arising directly or indirectly out of or in any way connected with the existence, at any time, of asbestos.
17. Any liability arising directly or indirectly from or in any way connected with, the existence, use, operation, or maintenance, at any time, of computer technology, electronic mail, a computer virus, an internet site or other internet-based service, intranet, or any web site.
18. Any claim directly or indirectly caused using diving equipment.
19. When the **vessel** is under tow or towing another **vessel** except for the **vessels tender** or unless agreed by us
20. Any Liability where the third party is uninsured, and subrogation cannot apply, unless agreed by us and shown on your **policy schedule**.

### **Section 3 – Captain and Crew Liability**

#### **What We Cover**

**3.1** We will cover, subject to our prior written agreement and your completion of a crew liability form damages (including if applicable, maintenance and cure, repatriation and other related expenses) for which you and / or any **insured** person are legally liable to pay an employed captain or crew member in respect of your legal liability to any employed crew which occurs whilst the crew member is in the service of your **vessel**. The maximum amount recoverable in respect of crew liability claims shall be the amount shown on the **policy schedule** under third party liability and shall form part of the maximum recoverable under section 2 Your Liability to Others. The deductible shown under the third-party liability on the **policy schedule** under this section will apply to each crew liability claim. All other terms, warranties, conditions, and exclusions remain unaltered and in effect except for “What we do not cover” clause 2 above.

#### **What we do not cover**

- 1) legal liabilities of anyone operating, managing, or working upon the **vessel** who is employed by a shipyard, repair yard, marina, yacht club, sales agency, delivery contractor, similar organization or self-employed who should have been covered by any compulsory compensation insurance.
- 2) bodily injury while the **insured vessel** is being transported on land.
- 3) any liability covered or excluded under the OIL POLLUTION LIABILITY section of this **policy**.
- 4) punitive or exemplary damages or associated interest.
- 5) any liability admitted, accepted, or agreed without our consent.
- 6) any liability while the **vessel** is attached to, carried on or towed by a motor vehicle or has become unintentionally detached from a motor vehicle.
- 7) any liability for disease that is transmitted by you or anyone using your **vessel**.
- 8) any liability that is covered under any other **policy**. We will be liable under this section only for the amount your liability exceeds the limits of cover under any other **policy**.
- 9) any liability that is in part covered in any way by any:
  - i) Statutory or compulsory insurance **policy** or statutory or compulsory insurance, or
  - ii) Compensation scheme or fund even if the amount recoverable is nil.
- 10) any liability arising directly or indirectly out of or in any way connected with the existence, at any time, of asbestos.
- 11) any claim directly or indirectly caused using diving equipment.
- 12) any claim when the **vessel** is under tow or towing another **vessel** except for the **vessels tender** or unless agreed by us.
- 13) any claim resulting from or because of pre-existing medical conditions.
- 14) any claim where an employee is wholly or partially responsible for the incident leading to said claim.

## **Section 4 – Injury to The Named Insured**

### **What We Cover**

We shall pay US\$5000 (or equivalent currency) to a named **insured** during the period of insurance in an **accident** when using your **vessel** within the **navigational limits** shown on your **policy schedule** and that results in:

**4.1** Death

**4.2** Physical severance or permanent loss of use of the entire arm, hand, leg and/or foot.

**4.3** Permanent loss of sight in one or both eyes.

**4.4** Permanent total disability which has lasted at least 52 weeks post incident, and which prevents or precludes any gainful employment and where medical advisors that we may appoint confirm that the disability will not improve. Payment of a claim under this section is subject to the named **insured** obtaining medical attention from a qualified medical practitioner and undergoing any medical examination requested by us.

### **What We Do Not Cover**

1. Death, permanent injury or total loss of a limb occurring after 12 months from the date of the accident.
2. Self-inflicted death or injury, including suicide or attempted suicide whilst sane or insane.

## **Section 5 – Emergency Medical Expenses**

### **What We Cover**

**5.1** Cover is provided for the cost of emergency medical expenses, up to a maximum of US\$5000 (or equivalent currency) incurred by you, your family, and guests in respect of injuries suffered because of an **accident** sustained as a direct result of the **vessel sinking** or being in collision with another **vessel** or other external object other than water, whilst on board the **vessel** with your permission.

### **What We Do Not Cover**

1. Any person employed or paid to be on the **vessel**.
2. Any person if they or anyone else has paid for them to be on-board the **vessel** unless cover has been extended to include commercial use and passenger liability.
3. Self-inflicted injury whilst sane or insane.

**Please note that all other conditions, exclusions, general excesses, and deductions apply in every case.**

## **Section 6 – Racing**

### **What We Cover**

Whilst the **vessel** is racing, and this has been agreed by us and is shown in the **schedule** of insurance cover is provided for:

**6.1 Loss or damage** to mast, spars, sails and rigging to a maximum of 65% of the value prior to deduction of **policy excesses/deductibles** and write downs (see section 8)

**6.2** Loss of race entry fee up to £500 (or equivalent currency) if your **vessel** is unable to take part in a regatta, series, or event which you have entered because of any **loss** to the **vessel** covered under Section 1 of the **policy**

### **What We Do Not Cover**

1. The **vessel** if it is not a sailing **vessel**.
2. The additional **excess** as stated on your **policy schedule**.
3. Mast, Spars and Sails unless the full value of mast, spars, sails is shown on your **schedule** of insurance.

**Please note that all other conditions, exclusions, general excesses, and deductions apply in every case.**

## Section 7 – General Conditions That Apply to The Whole Policy

You **must comply** with all the following conditions that apply to all sections of this **policy**:

**7.1** If you give permission for someone else to oversee the **vessel**, you must take steps to ensure that they have the experience and/or required qualification to do so.

**7.2** The **vessel** must not be navigated single handed by anyone for a period more than 12 consecutive hours or in any event unless single handed sailing has been requested and agreed by us. This will be shown on your **policy schedule**.

**7.3** The **vessel** must always be maintained in a condition conducive to its use.

**7.4** **Vessel** should be lifted for maintenance on a regular basis and a minimum of once every five years.

**7.5** You must not make any commitment on our behalf without our prior agreement.

**7.6** The **vessel** and the way it is used or operated must comply with all statutory and local regulations or licensing conditions, as are applicable.

**7.7** You must not use or allow the **vessel** to be used for any unlawful purpose.

**7.8** All named **insureds** and persons given permission to operate your **vessel** will be at least 25 years old unless agreed by us in advance.

**7.9** The amount of cover you require should fully cover the value of the **vessel** and accessories. If the value requested does not represent the full value of the **vessel** and accessories, then claim settlements will be based on the percentage of cover requested and shown on your **schedule** of insurance.

**7.10** Where you pay your premiums by instalments you must ensure that you pay each instalment on time. If an instalment is unpaid your cover will be cancelled with immediate effect, and you will be required to pay the balance in full along with an administration fee to reinstate the cover under the **policy**. If an incident occurs following cancellation for non-payment of an instalment any claim during the period of cancellation will be declined even if you subsequently reinstate the **policy** cover.

**7.11** You must notify us as soon as possible if you modify or intend to modify your **vessel** from the manufacturer's original specifications. When we receive this information, we may:

i) Alter the terms and conditions of your **policy**

ii) Charge you an additional premium

iii) Cancel your **policy**

iv) Decide not to offer to renew your **policy**

If you do not provide the information, we may not pay a claim under the **policy**.

**7.12** If you have been at sea in your **vessel** for more than 24 hours and your **policy** would otherwise expire (other than by cancellation), we will provide a temporary extension to the period of insurance until 24 hours after your **vessel** arrives at its next port. The temporary extension to the period of insurance will apply automatically unless, when your **vessel** arrives at its next port, you do not notify us within 24 hours of its arrival to decide to renew your **policy**.

**7.13** If you sell, transfer, or give away your **vessel** the cover will cease to apply upon completion of the sale, transfer, or disposal unless you decide to transfer the remaining period of insurance cover to the new owners. We will transfer this at no additional cost to you subject to a proposal form being received from the new owner.

**7.14** Other Insurance: - in accordance with legislation covering dual insurance, we will only provide cover to the extent that the amount of the claim is more than any payment that may be made from any other insurance.

**7.15** If stored ashore as part of your windstorm provisions, it is required that **vessels** have the mast and rigging removed and safely stored with sufficient space between the **vessels** to prevent contact, should they topple over. A catamaran is not required to remove the mast and rigging, however in the event **damage** is caused to the mast and rigging by flying debris that would not have struck the mast had it been removed and stored away safely then it would not be covered. Sufficient space should still be maintained between the catamaran and adjacent **vessels**.



## Section 8 – General Exclusions That Apply to The Whole Policy

You are not covered for any claim arising:

**8.1** While the **vessel** is outside of the **navigational limits** shown in the **schedule** of insurance, unless required to safeguard the **vessel**, you, or your guests.

**8.2** From **storm**, above force 6 on the Beaufort Scale unless agreed by us and shown on your **policy schedule**.

**8.3** **Fire or explosion** on the **vessel** if fitted with inboard **machinery** unless:

i) The **vessel** is equipped in the engine compartment with a **fire** extinguishing system which is either automatically operated or has controls at the steering position or has controls next to the engine compartment, or

ii) Has portable firefighting equipment on board and that allows access to the engine compartment through a designated access panel.

All **fire** extinguishing equipment must be professionally installed, maintained and up to date.

**8.4** When the **vessel** is being used for charter, hire, or any commercial purposes unless agreed in advance by us.

**8.5** From any claim arising from an incident involving your **vessel** or any **vessel** covered by this **policy** when the **vessel** is under the control of:

i) An unlicensed person when a licence is necessary

ii) A person without adequate experience to reasonably control the **vessel**.

iii) A person under the influence of alcohol or drugs.

iv) A person who has been refused marine or motor vehicle insurance within the last five years unless we have been notified of the refusal and we have subsequently agreed to cover such a person under this **policy**.

**8.6** from racing or speed tests unless agreed by us and shown on your **policy schedule**.

**8.7** from any damage caused by wear and tear, mould, deterioration, vermin, corrosion, electrolysis, inherent vice or lack of maintenance.

**8.8** from your **vessel** or any **vessel** covered by this **policy** being fitted with a motor more powerful than that recommended by the manufacturer of its hull.

**8.9** For any motor **vessel** that exceeds 17 knots unless this is agreed by us and shown on your insurance **policy schedule**. If this is agreed, then the following exclusions apply:

i) **fire or explosion** on the **vessel** unless the **vessel** is equipped in the engine room with a **fire** extinguishing system automatically operated, or

ii) has controls at the steering position, or

iii) controls next to the engine room and

iv) all are professionally installed and maintained.

v) **sinking** or swamping whilst the **vessel** is unattended afloat off an exposed beach or shore.

vi) Rudder, strut, shaft, propeller, or any part of an outboard / inboard engines underwater gear unless this has been agreed by us and is shown on your **policy schedule**.

**8.10** From any claim caused by or arising because of the **unseaworthiness**, lack of repair or maintenance of your **vessel** or any **vessel** covered by this **policy**.

**8.11** from any claim caused by or arising because of the use of your **vessel** or any **vessel** covered by this **policy** for water-skiing, unless you have advised us, and we agree to extend cover in writing on your **policy schedule**.

**8.12** From any claim caused by or arising because of pollution or radioactive contamination except as otherwise specifically covered in the **policy**.

**8.13** From ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel including:

i) the radioactive, toxic, explosive, or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

ii) any weapon or device employing atomic or nuclear fission or fusion or other like reaction or radioactive force or matter

iii) the radioactive, toxic, explosive, or other hazardous or contaminating properties of any radioactive matter.

**8.14** From any chemical, biological, chemo-biological, or electromagnetic weapon.

**8.15** from any claim for **loss, damage**, liability, injury, illness, death arising directly or indirectly out of or in any way connected with:

**i)** any act of terrorism arising directly or indirectly out of or in any way connected with biological, chemical, radioactive, or nuclear pollution or contamination or **explosion** or,  
**ii)** any action controlling, preventing, suppressing, retaliating against, or responding to any act referred to in this section 7.15.

**iii)** an act of terrorism includes but is not limited to, any act, preparation in respect of action or threat of action designed to:

**a.** influence a government or any political division within it for any purpose, and/or

**b.** influence or intimidate the public or any section of the public with the intention of advancing a political, religious, ideological, or similar purpose.

**8.16** From war, civil war, conflict, commotion, and riot.

**8.17** From any claim involving false or fraudulent representation by you or any person acting with your express or implied consent. Under these circumstances we may refuse payment of any claim and/or cancel the **policy**.

**8.18** From any claim caused by or arising because of a malicious or criminal act (including theft, conversion, or misappropriation) caused by or involving you or any person who is acting with your express or implied consent.

**8.19** From any claim arising from an incident involving your **vessel** or any other **vessel** covered by this **policy** or other **insured** property when it is being used for an unlawful or illegal purpose.

**8.20** From any claim for **loss or damage** caused by or arising because of the lack of reasonable care, protection and/or security of your **vessel** or any **vessel** covered by this **policy** or other **insured** property.

**8.21** From any claim for **loss or damage** caused by or arising because of the mooring used by your **vessel** or any **vessel** covered by this **policy** not being:

**i)** an officially regulated mooring with a signed contract in place, unless agreed by us and shown on your **policy schedule**. In the event we agree to an unregulated mooring refer to clause 8.1.

**ii)** of a suitable design and weighting for your **vessel** or any **vessel** being covered by this **policy**.

**iii)** Appropriately sited.

**iv)** Regularly maintained and inspected on at least an annual basis and being kept in good order.

**8.22** From any claim caused by or arising because of your **vessel** or any **vessel** covered by this **policy** exceeding the speed declared on your proposal form.

**8.23** From any claim for **loss or damage** to any appliance, **machinery**, equipment, or other property which is a computer, or which contains or comprises any computer technology and which:

**i)** Fails to perform or function in the precise manner for which it was designed for any reason arising from the performance or functionality of such computer technology or,

**ii)** arises directly or indirectly from the importation of any software virus whether the importation was malicious, negligent, or **accidental**.

**8.24** From any loss of use of the **vessel**, loss of profits or loss of value.

**8.25** From the cost of travel expenses and temporary accommodation.

**8.26** From indirect losses unless specifically covered elsewhere in the **policy**.

**8.27** From any punitive or exemplary charges or any costs resulting from any criminal proceedings.

**8.28** From any **loss or damage** to your moorings.

**8.29** From any **loss or damage** caused by **racing** if the **vessel** is not a sailing **vessel** unless agreed by us.

**8.30** From any incident that may give rise to a claim whilst your **vessel** is left anchored in open mooring or off a beach or offshore without shelter, and without the presence on board of a person who can take care of navigation, unless underwriters have been informed and such provision is given on the **policy schedule**.

**8.31** From any incident that may give rise to a claim whilst navigating between the hours of sun set and sun rise unless we have been informed and such provision is shown on the **policy schedule**.

**8.32** From any incident arising from the negligence of you or any representative in charge of the **vessel** by order and with the knowledge of you.

**8.33** From any **salvage** charges unless agreed with us and stated on the **policy schedule**.

**8.34** From any action brought in a court of law outside of Costa Rica or a court that applies law that is not Costa Rican law.

**8.35** Contact with a charted reef and/or grounding during the hours of darkness or when the sun is below 5 degrees from the horizon whether under way or at anchor.

**8.36** Contact with a charted reef and/or grounding where a forward lookout and appropriate navigation equipment has not been utilized.

**8.37** Contact with any underwater object whilst navigating the coastal waters of Panama unless we have agreed to such cover and it is shown on your **policy schedule**.

**8.37** Piracy will be excluded in any areas highlighted by the IMB (International Marine Bureau) as risk areas.

## **Section 9 – General Excesses and Deductions**

The **excesses** stated in your **policy schedule** will be deducted from all claims including total loss claims after any deductions made for wear and tear.

**9.1** The **excess/deductible** applicable under this **policy** is doubled when the **vessel** is moored, or at anchor, unless said mooring is on a secure pontoon or wall mooring in a recognized marina, or on a permanent riverside mooring. If we agree to an unregulated mooring with no contract in place this will be shown on your **policy schedule** and the **excess/deductible** will be trebled.

**9.2** Prior to the deduction of the **policy excess** we will reduce the amount we will pay for wear and tear if repairing or replacing the following items would restore them to a better condition than prior to the **loss or damage**.

i) Protective covers and canopies

ii) **Machinery** (excluding outboard motors), batteries and tenders

iii) paintwork and surface finish

iv) upholstery and soft furnishings

**9.3** Claims for outboard motors will be paid based on the current **market value** at the time of the **loss** or the sum shown in the **policy schedule** whichever is the lower.

**9.4** Claims for outboard motors and tenders will be subject to a US\$250 **excess** (or equivalent currency) or the **excess** amount shown in the **policy schedule** whichever is the higher.

**9.5** Claims for **personal effects** will be subject to a US\$250 **excess** (or equivalent currency) or the **excess** amount shown in the **policy schedule** whichever is the higher.

**9.6** Whilst the **vessel** is racing and cover for this has been agreed by us and is shown on the **policy schedule** the **excess** shown on the **policy schedule** will be doubled.

**9.7** In the event of a claim to mast and spars the value will be calculated on a sliding deduction scale of 5% per annum from the date of manufacture or age of **vessel**.

**9.8** In the event of a claim to sails and rigging the value will be calculated on a sliding deduction scale of 10% per annum from the date of manufacture or age of **vessel**.

**9.9** In the event of a claim involving marine electronics and/or engines the value will be calculated on a sliding scale of 10% per annum from the date of manufacture or age of the **vessel** unless partial loss depreciation waiver is purchased and shown on the **policy schedule**.

**9.10** The **policy excesses** in respect of all claims will be increased by US\$300 (or equivalent currency) during the winter period. The minimum applicable **excess** during this period will be no less than US\$500 (or equivalent currency).

**9.11** In the event of any claim, **accident, or loss** against this **policy** in the first 90 days from inception the **policy excess / deductible** will be trebled.

**9.12** The total **policy excess / deductible** will be doubled for any claim relating to **fire** and / or **explosion**.

## Section 10 – Cancellation and Return of Premium

**10.1** You may cancel the **policy** at any time by contacting us or our main agent in writing.

**10.2** We may cancel your **policy** at any time where there is a valid reason, subject to giving you 15 days' notice in writing. Valid reasons for cancelling your **policy** include but are not limited to:

- i) non-payment of premium
- ii) non-cooperation/failure to provide information and,
- iii) reasonable suspicion of fraud.

We will refund the premium less the time on risk charge as shown in 9.3 below.

**10.3** Time on risk charges are as follows:

- i) 1 – 3 Months 40% of the premium
- ii) 4 – 6 Months 60% of the premium
- iii) 7 – 9 Months 80% of the premium
- iv) 9 - + Months Full Premium.

Refunds will be made net of any commissions paid, taxes and administration fee.

**10.4** The **policy** may be cancelled at any time by mutual agreement.

**10.5** You may cancel the **policy** within 7 days of purchase whereby you can obtain a full refund less any commissions, taxes, and administration charges unless you have made or are entitled to make a claim under the **policy**, or another party is entitled to make a claim against you for which you intend to rely on your **policy**.

**10.6** Following the cooling off period there will be no refund of premium during the first year of the contract being in force.

**10.7** In the event of a claim the annual premium must be paid up in full.

**10.8** There will be no refund of premium if a claim has been paid, notified, or pending during the current period of insurance or where another party is entitled to make a claim against you for which you intend to rely on your **policy**.

**10.9** No refund of premium will be made if minimum premium applies and is shown on your **schedule** of insurance.

## Section 11 – Claims

If you are involved in a boating accident, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the incident. Forward these details to us as soon as you can. If you are unsure what to do after an incident contact us.

In the event of any incident that may give rise to a claim you must:

**11.1** Notify us immediately of the details of any **loss or damage** anticipated or actual liability, death or injury which is likely to result in a claim under this **policy**, complete a claim form and forward it to us.

**11.2** Ensure that your premium is paid in full prior to us initiating the claims process.

**11.3** Report any incident that may result in a claim within 21 days. Any claims reported outside of this time scale will not be considered by us.

**11.4** If your **vessel** is damaged and you are covered under this **policy** for the cost of repairing such damage, you must obtain two written itemised quotations for repairs, we may require statements and/or photographs and other documentation to support your claim.

**11.5** Be able to prove your loss. Please ensure you keep:

- i) All documentation relevant to the ownership or purchase of your **vessel** and all other property **insured** under this **policy** in a safe place other than on board.
- ii) Any service records relevant to your **vessel** and any other property insured under this **policy** in a safe place other than on board.
- iii) Evidence to support the amount of any **accidental loss or damage**.

**11.6** Assist us and anyone else we appoint, such as assessors, surveyors or solicitors with the investigation and handling of your claim. This includes but is not limited to full details of the **loss** and any written statements and documents that we may consider relevant to the claim. Failure to assist with the processing of your claim may result in the claim being delayed or declined.

- 11.7** Not admit fault, guilt, or liability, negotiate, or make any offer of settlement or payment, authorise repairs or replacements or defend any claim without our approval. Failure to comply with these requirements may result in your claim being refused.
- 11.8** In the event of the theft of the **vessel**, tell us the **hull** identification number if the vessel has one.
- 11.9** In the event of theft or malicious damage obtain a crime reference number from the police.
- 11.10** Take all possible steps to prevent further **loss or damage** to your **vessel**. Steps include but are not limited to:
- i)** Dry the engine
  - ii)** Drain oil and fuel
  - iii)** Flush out the engine with hose or dewatering fluid
  - iv)** Drain again
  - v)** Fill with oil and dewatering fluid
  - vi)** Take to repairer or mechanic as soon as possible
  - Vii)** Act as a prudent uninsured.
- 11.11** Where you make a claim for **loss or damage** to your **vessel**, we may in some circumstances, require you to:
- i)** Dismantle your **vessel**; or
  - ii)** Authorise us to dismantle your **vessel**, so we can assess your claim for the relevant **loss or damage** and /or decide if it is valid. If you do not agree we may refuse to assess and/or pay your claim.
- Where we determine that the claim for **loss or damage** to your **vessel** is:
- i)** Not covered by your **policy**, you will be responsible for the costs of the above dismantling as well as any costs associated with the dismantling (including but not limited to any diagnosis, reassembly, repair and /or replacement costs). Covered by your **policy**, we will settle your claim in accordance with the terms and conditions or your **policy**.
- 11.12** We have the right to settle any claim made against you by a third party.
- 11.13** We have the right to bring a claim or legal proceedings in your name to recover any sums that we have paid.
- 11.14** We may replace the **vessel** or any **insured** item with one of similar age, type, or condition even if the appearance is not the same.
- 11.15** We will not pay the cost of replacing any undamaged item or parts to match parts that have been repaired or replaced because of a claim under the **policy**.
- 11.16** We will not pay more than the sum **insured** for any item listed in the **schedule** of insurance less any applicable **excess** or other deduction as stated in Section 9, subject to the terms and conditions of the **policy**.
- 11.17** You must send two repair estimates and we may request that you take your **vessel** to another repairer. You must get a written agreement from us to start repairs before we will consider them. You must make **vessel** available to us for our inspection. It is your responsibility to ensure that you are satisfied with the repairs to your **vessel**.
- 11.18** If we make a **total loss** payment for your **vessel**, the **vessel** becomes our property, and we will keep the proceeds of any salvage sale.
- 11.19** You are required to pay any applicable **excess** shown on the **policy schedule**, for each claim made under your **policy**, including **total loss** claims, third party claims will not be dealt with until the relevant **policy excess** is received by us.
- 11.20** Acceptance of this **policy** and payment of the premium constitutes an acceptance by you of all legal costs incurred by you or any other party in the event of a dispute with us.
- 11.21** Make any payments necessary once approved by us and forward final settled invoices for reimbursement within the terms and conditions of your **policy**.
- 11.22** In the event of abandonment whereby you abandon the **vessel** and make no attempt to mitigate the loss, any claim can be repudiated and/or the **policy** can be voided from inception.

## Section 12 – Duty of Disclosure

**12.1** You have a duty to tell us before the **policy** is entered, every matter known to you which - you know or

i) A reasonable person in the circumstances could be expected to know, is relevant to our decision whether to insure you and whether any special conditions need to apply to your **policy**.

**12.2** This duty applies when you renew, extend, vary, or reinstate the **policy**.

**12.3** You do not need to tell us about any matter that:

i) Diminishes our risk

ii) Is of common knowledge

iii) We should know as an insurer, or

iv) We tell you we do not need to know.

**12.4** Everyone who is insured under this **policy** must comply with this duty.

**12.5** If you or they do not comply with this duty, we may cancel the **policy** or reduce the amount that we would pay if you made a claim, perhaps to zero. If fraud is involved, we may treat the **policy** as if it never existed and pay nothing.

## Section 13 - Endorsements.

**We can adjust the standard policy using the endorsements below to ensure that your individual requirements are met:**

**Taken Ashore** – It is warranted that the insured **vessel** will be taken and kept ashore on all occasions after use and in any event overnight and kept in a locked building.

**Netting and Potting** – Cover is extended to include static fishing and the use of nets, pots, lines etc. but does not include loss or damage to any fishing gear by any cause whatsoever or any liability arising from the positioning of such gear. It is also warranted that the insured and/or the insureds qualified skipper be always on board and in control of the **vessel** when so used.

**Diving Parties** – Cover is extended so that the **vessel** may be used for charter diving parties, but cover does not include liability to or any of the divers whilst in the water. It is also warranted that the insured and/or the insureds qualified skipper be always on board and in control of the **vessel** when so used.

**Single Handed Sailing** – Permission is given for this **vessel** to be sailed single handed by the owner or any person whose details of experience etc. have been submitted to and accepted by us within the **geographical limits** authorised on the **schedule**. Subject to the terms and conditions of these ION Yacht Clauses.

**Builders Risks** – Builders risks to apply including sea trials within one-mile radius of either the boat yard or home port.

**Houseboat/Live-aboard** – Cover is extended to allow residential occupation by the insured and/or the insureds family or as otherwise advised and accepted by us.

**Racing Risk** – Permission is given for this **vessel** to be used for racing as per the terms and conditions of these ION Yacht Clauses under section 5 on page 21.

**Night Navigation** – Cover is extended to include navigation between the hours of sunset and sunrise. Any policy **excess** applicable to all sections of the policy will be increased by fifty percent (50%) whilst the vessel is being navigated during these hours.

**Agreed Value** – If shown on your insurance **schedule** we guarantee to pay the sum insured agreed in the event of a total loss or constructive total loss claim. Agreed value will only be applied once we are in receipt of proof of purchase, a full survey, valuation, and recent photographs of the **vessel** and said documents have been approved by us. Until these documents are approved the policy will be one of indemnity/**market value** (See **Market Value** on Page eight of this **policy**)

## **Section 14 – Complaints Procedure**

### **When we cannot help**

Please do not ask for help from a solicitor or legal representative. If you do, we will not pay the costs involved even if we do accept the claim.

We take pride in the service provided to you, however if you are unhappy with any aspect of the handling of your insurance, please contact the Complaints representative dealing with complaints for you agent. If for any reason, they are unable to resolve your complaint immediately it will be referred to ION Insurance Company complaints department and subsequently if you are still not satisfied you can refer your claim to a local ombudsman. Full details will be provided at each stage of the process.

**Marine types of insurance are not covered by any Financial Services Compensation Scheme (FSCS)**



**Escazu Corporate Center, 6<sup>th</sup> floor, Escazu, San Jose, Costa Rica Ph:**

**+506.2201.7023, Fax: +506.2201.4801**

**[www.ION.co.cr](http://www.ION.co.cr)**