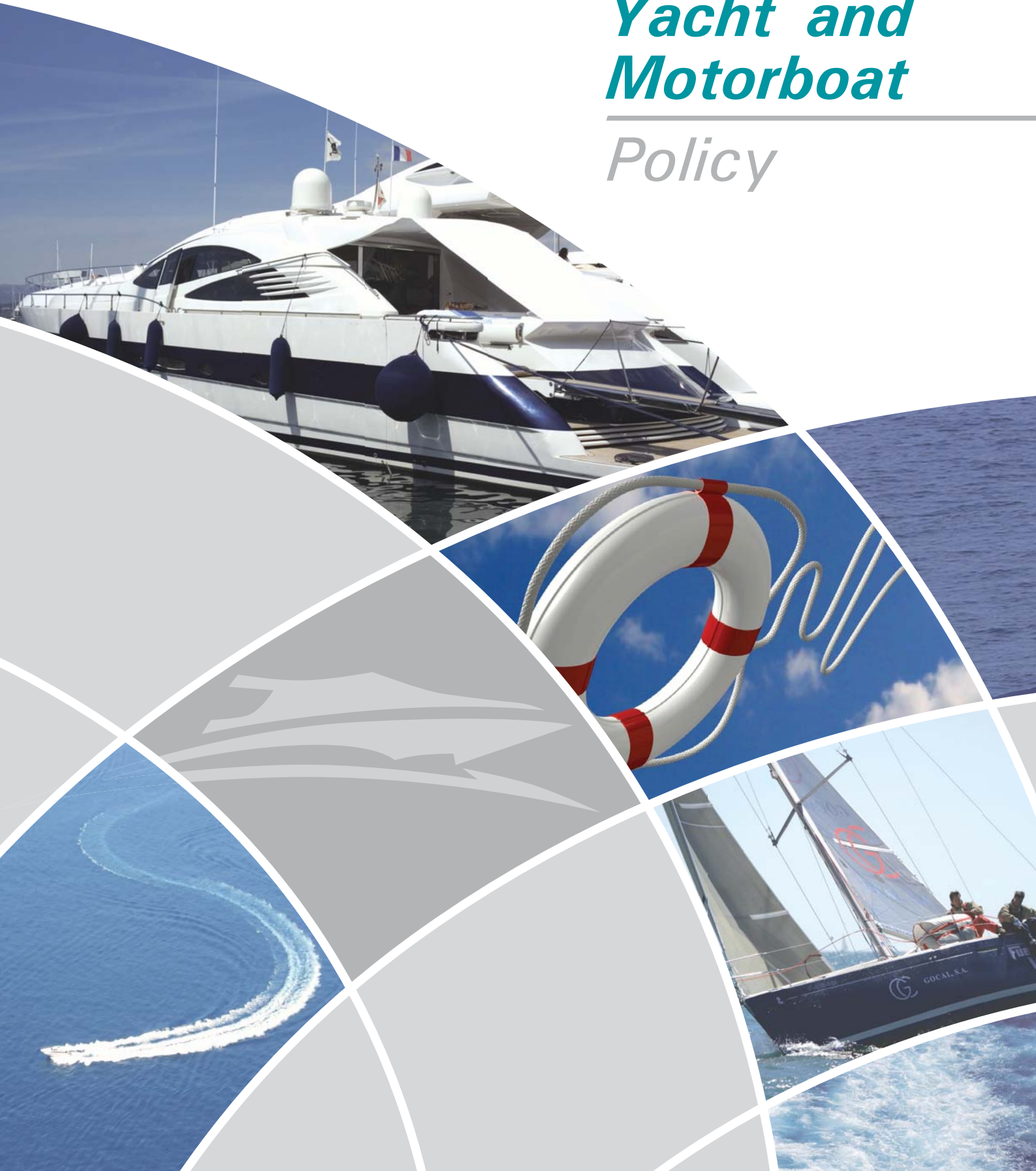


Yacht and Motorboat

Policy





Yachtsman Euromarine Contact details

Normal office hours: 9.00am to 5.00pm Monday to Friday

Yachtsman Euromarine (Underwriting): Tel 045 982668
Fax 045 902983

Yachtsman Euromarine (Claims): Tel 061 374340
Fax 061 374345

E-mail address: info@yachtsman.ie

Address: Yachtsman Euromarine
College Road,
Clane,
Co. Kildare.



Index

SUBJECT	PAGE
Introduction	2
Definitions	3
Physical Damage Cover to Your boat	4
Loss or Damage to Personal Effects	4
Liability to Others	5
Personal Accident Cover	5
What You are not covered for under Section 2 (Physical Damage)	6
What You are not covered for under Section 3	7
What You are not covered for under Section 4	8
Conditions which apply to the whole policy	9
Our complaints Procedure	12
The Financial Ombudsman Service	12
Data Protection	12
Your right to cancel	12



INTRODUCTION

Dear Policyholder

We would like to take this chance to welcome you as a customer and thank you for choosing Yachtsman euromarine Pleasure Craft Insurance from the Insurer noted on the Certificate of Insurance. We understand that offering the right insurance to our customers is about more than comparing premiums and cover, it is also about choosing a company that appreciates the differing needs of boat owners. With our wealth of expertise and experience, you can be assured of a personal and professional service.

Please read this book carefully, as it is important that you understand the cover your policy provides. This policy is an agreement between you and the Insurer. It is based on the information you gave us and your agreement to pay the premium.

Remember, you must tell Yachtsman Euromarine if this information changes. If you do not, your policy may not be valid and the Insurer may not pay any claims you make.

Your Certificate of Insurance also contains important information about your cover and you should read it with this booklet. If you find the cover is not suitable for you or that there is anything you do not understand properly please contact Yachtsman euromarine immediately.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Matthew McGrory', written in a cursive style.

Matthew McGrory
Managing Director



INSURANCE CLAUSES

These clauses together with the Certificate and any applicable endorsements set out the terms on which We have agreed to insure You. The documents should be read together as a whole.

1 DEFINITIONS

The following definitions apply to these Clauses and the Certificate and endorsements.

1.1 “You” “Your” and “Yours” refer to the insured named in the Certificate; if the insured is a company, trust or corporation they include the beneficial owner(s) of the majority interest in the company, trust or corporation. The words “We” “Our” and “Ours” refer to the insurers named in the Certificate.

1.2 “The Vessel” means the vessel named in the Certificate and the gear and equipment which would usually be sold with her except a trailer. It includes the additional equipment and accessories and tender(s), dinghy(ies) and outboard(s) mentioned in the Certificate but does not include *Personal Effects*.

1.3 “Personal Effects” property used in connection with *The Vessel* other than:

- (i) trailers, consumables, fishing or sporting equipment, moorings not carried on board;
- (ii) property mentioned in Clause 1.2 above; or
- (iii) otherwise excluded in this policy.

1.4 “Due Diligence” means the degree of diligence which a prudent uninsured owner could reasonably be expected to exercise in relation to *The Vessel*.

1.5 “Seaworthy” means well maintained and in good repair and adequately manned by competent crew and properly equipped and provisioned and in all respects in a condition to withstand the ordinary action of wind and waves without sustaining damage.

1.6 “Insured Event” means the happening of an event which causes loss or damage which is covered by *This Insurance*.

1.7 “This Insurance” means the contract of insurance contained in these Clauses, the Certificate and any applicable endorsements.

1.8 “Machinery” includes main or auxiliary engines, electrical equipment, cables and fittings and hydraulic equipment, piping and fittings, boilers and shafts.

1.9 “Material information” is information which might influence *us* in *Our* decision whether to insure *You* or what level of premium to charge *You*.

1.10 “Reasonable cost” means the cost which would be paid by a prudent uninsured. It does not include any extra cost incurred in order to have repairs or any other work affected on an accelerated basis.



2 Physical Damage Cover to Your Vessel

2.1 We will insure *The Vessel* up to the vessel value as set out in the Certificate against all risks of physical loss or damage arising from any accidental cause including theft, latent defect or the negligent or malicious act of any person provided that such negligent or malicious act and the loss or damage resulting both occur during the period covered by *This Insurance* subject only to the exceptions and qualifications set out in Sections 6 and 9 of these Clauses.

2.2 If as the result of an *Insured Event* *The Vessel* is totally lost or is so badly damaged that the *Reasonable Cost* of recovering and repairing her would exceed the value as set out in the Certificate We will either pay *You the Vessel* value as set out in the Certificate or, at *Our* option, replace her with a vessel of similar type in equivalent condition.

2.3 In any other case where *The Vessel* is damaged as the result of an *Insured Event* We will pay the *Reasonable Cost* of repairing *The Vessel* or, at *Our* option, replace any individual item lost or damaged with an item of similar type and in equivalent condition.

2.4 We will also pay the following claims in the event that they are incurred as the result of an *Insured Event*. *Our* liability to *You* under this Clause 2.4 is in addition to *Our* liability under Clauses 2.1 2.3 above but ***Our aggregate liability under clauses 2.4.1, 2.4.2 and 2.4.3 arising out of any one Insured Event will in no case exceed a sum equivalent to The Vessel value set out in the certificate:***

2.4.1 The *Reasonable Cost* of the salvage of *The Vessel* (other than salvage services rendered by another vessel beneficially owned by *You* or under the same management as *The Vessel*).

2.4.2 The *Reasonable Cost* of removing the wreck of *The Vessel* from any place from which *You* become legally obliged to remove her and the *Reasonable Cost* of disposing of the wreck.

2.4.3 The *Reasonable Cost* of inspecting the bottom of *The Vessel* after a grounding, if reasonably incurred specifically as a result of that grounding, even if no damage is found.

2.5 We will reimburse *You* for berthing fees incurred by *You* for the period during which *The Vessel* does not occupy the berth because of physical loss or damage for which We pay *You* under the policy.

Payment under this extension is subject to *You* providing to us proof of payment of the berthing fees.

Under this extension We will not pay for:

- the first seven days; and
- any period greater than 26 weeks in the case of Total or Constructive Total loss and in all other cases 12 weeks; and
- any period during which the boat would not have occupied the berth in her usual itinerary; and
- more than one claim under this extension in any one policy period.

3 Loss or Damage to Personal Effects

3.1 Subject to endorsement 23 being noted on the Certificate and subject to the warranties and the other terms of this policy We will pay the *Reasonable Cost* of repair or replacement of *Personal Effects* belonging to *You*, *Your* spouse or any child of *Yours* under the age of 21 years living with *You* in the event of loss or damage resulting from an *Insured Event* and while the *Personal Effects* are on board, or in course of loading onto or unloading from, *The Vessel* or while in transit to or from *Your* usual place of residence to or from *The Vessel* provided that the period of transit to and from *The Vessel* does not exceed seven days for any one return journey.

3.2 If at the time of loss of or damage to *Personal Effects* the value of all *Personal Effects* insured exceeds the amount stated in the Certificate under the heading *Personal Effects* We will pay the claim only in the proportion to which the amount stated in the Certificate bears to the actual value.

3.3 Our aggregate liability under this Section 3 arising out of any one *Insured Event* shall not exceed the amount stated in the Certificate under the heading *Personal Effects*.

3.4 Our liability in respect of any one item of *Personal Effects* shall not exceed € 500.00 any one item. Any items in excess of € 500.00 must be declared and agreed by *us*.



4 Liability to Others

4.1 Subject to the exceptions and qualifications set out in Sections 8 and 9 of these Clauses *We* will insure *You* and anyone in control of *The Vessel* with *Your* permission against liabilities incurred to third parties as a result of the ownership or control of *the Vessel* up to the amount of the Third Party Liability limit in the schedule.

4.2 In addition to the sum stated above *We* will also pay the legal costs incurred with *our* consent by *You* or any other person covered by Clause 4.1 above in defending or prosecuting any legal proceedings arising out of or in connection with an event giving rise to liabilities covered by this Section including proceedings before a Coroner's Court and proceedings to limit liability.

4.3 *We* will be entitled to take over the conduct of any legal proceedings covered under Clause 4.2 in the name of any person covered under this Section 4 and all such persons must cooperate fully with *us* in the prosecution and/or defence of those proceedings.

5 Personal Accident & Medical Cover

5.1 *This Insurance* covers Personal accidents that, within 12 months of the event, are the sole and independent cause of subsequent disability.

Benefits

1 Death	€ 12,500
2 Loss of Limb	€ 12,500
3 Loss of Sight	€ 12,500
4 Permanent Total Disablement	€ 12,500

The overall limit is € 60,000 for any one event. If any one event involves 6 or more persons, the individual sums insured will be proportionally reduced, until the overall total does not exceed € 60,000. For persons over 70 years at the time of the accident, the permanent disablement benefit will not apply.

Definitions

Loss of Limb means physical, permanent and total loss of use at or above the wrist or ankle. Loss of Sight means a complete, irrecoverable and irremediable loss of sight of one or both eyes.

Personal Accident means accidental bodily injury caused solely and directly by outward violent and visible means.

Permanent Total Disablement means disablement, which prevents attending to business or occupation of any and every kind which, lasting for 12 consecutive calendar months, is at the expiry of that period beyond all reasonable prospects of improvement.

This Insurance covers *You*, *Your* family and persons whilst aboard *the Vessel* (including whilst embarking or disembarking from her) with *Your* permission.

This Insurance does not cover any claim as a result of:

- A disease, physical defect, illness or injury which existed prior to the accident.
- Consequential loss of any kind.
- Pregnancy.
- Suicide, deliberate self-injury or provoking assault excepting in an attempt to avoid a criminal act.
- Being under the influence of drink, drugs or solvent abuse.
- Willfull exposure to needless risk.
- Disablement to any person employed by *You* in any capacity whatsoever.
- Disablement to any person whilst the boat is not being used for private and pleasure purposes.
- Snorkelling, aqualung diving or other underwater sport including whilst disembarking or boarding.
- Being or becoming insane.
- Contracting a sexually transmitted disease or acquired immune deficiency syndrome.


Conditions

In the event of a claim no payment will be made without appropriate medical certification which *You* must submit together with any information, evidence or receipts that *We* ask for. These must be obtained at *Your* expense.

- Where necessary, the claimant must agree to a medical examination. *We* will pay the cost
- No claim will be payable under more than one benefit in respect of any one event.

5.2 *This Insurance* will provide reimbursement up to a limit of € 500 any one event in respect of any medical expenses incurred by *You*, *Your* family, and/or crew for the treatment of personal injuries caused by *the Vessel* sinking, or being in collision with another vessel or external object, or being on fire.

Claims made under this section, Medical Expenses, will not be subject to the policy excess.



6 What You are not covered for under Section 2 (Physical Damage Cover)

We will not pay claims:

6.1 For any loss or damage caused by a failure to exercise *Due Diligence* to manage *The Vessel* properly or to maintain her in a *Seaworthy* condition whether such failure is *Yours*, *Your* professional skipper's or that of any other person appointed by *You* to manage *The Vessel*.

6.2 For any loss or damage caused by *Your* malicious act or that of anyone on board *The Vessel* with *Your* permission.

6.3 For any loss or damage caused by wear, tear, deterioration, inherent vice, vermin or frost damage unless all reasonable precautions have been taken.

6.4 For the cost of repairing or replacing any part of *The Vessel* found to be the subject of a latent defect (but *We* will pay for damage caused to the rest of *The Vessel* by the sudden and unexpected failure of such a part).

6.5 For the theft or unauthorised removal of *The Vessel* by anyone who has control of *The Vessel* with *Your* permission other than *Your* permanent professional skipper or crew.

6.6 For the theft of any outboard motor unless at the time of the theft it was either:

6.6.1 secured to *The Vessel* by locking device other than its operating mounting and there are visible signs of forcible and violent removal; or

6.6.2 inside a locked cabin or locked storage compartment into which there are visible signs of a forcible and violent entry.

6.7 For the theft of any of *The Vessel's* gear or equipment unless at the time of the theft it was inside a locked cabin or locked storage compartment, on board or ashore, into which there are visible signs of forcible and violent entry.

6.8 For the theft of any boat or tender to *The Vessel* unless permanently marked with *The Vessel's* name or registration number.

6.9 For the excess set out in the Certificate in respect of each and every loss or series of losses arising out of any one occurrence. However, claims under Clause 2.2 shall be paid without application of the deductible.

6.10 For loss of or damage to the mooring or any part thereof.

6.11 For loss of or damage to protective covers and sails split by the wind.

6.12 For loss of or damage to sails, masts, spars or standing or running rigging or anything attached thereto while *The Vessel* is racing.

6.13 Loss / damage arising whilst the owner and / or operator of *The Vessel* is under the influence of drink, drugs or any other substance that could impair his/ her judgment and / or ability to control *The Vessel*.

6.14 In respect of *Machinery* on sailing boats in excess of 20 years and motor vessels in excess of 5 years unless caused by:

- (i) accidental incursion of water into *The Vessel* but not the engine alone; or
- (ii) the stranding or sinking of *The Vessel* or *The Vessel* being on fire; or
- (iii) impact between *The Vessel* and any substance including ice but not water; or
- (iv) freezing and the *Machinery* has been maintained in accordance with the manufacturers recommendations by a competent mechanic and the *Machinery* has been protected by appropriate anti-freeze mixed and inserted in accordance with the manufacturers recommendations.

6.15 For loss or damage caused by war, civil disturbance and terrorism.

6.16 For loss or damage caused by civil, criminal or administrative proceedings, action by customs officers or executive action of a government or government department unless arising out of an event which is covered by this policy.



6.17 If *the Vessel*, tender(s) or dinghy(ies) noted in the Certificate have a designed or actual top speed in excess of 17 knots *We* will not pay claims in respect of those craft:

6.A Arising while *the Vessel*, tender or dinghy is taking part in racing or speed tests or any trials in connection therewith.

6.B Resulting from any outboard motor becoming detached or being dropped overboard if the horsepower of the motor as rated by the manufacturer exceeds 65 horsepower.

6.C Resulting from fire or explosion on board any *Vessel*, tender or dinghy which has an engine room or engine space, unless the engine room or engine space is fitted with a fire extinguishing system which operates automatically or has controls at the steering position or outside and adjacent to the engine room or engine space. It is a condition of *this insurance* that such fire extinguishing system shall be properly installed and maintained in efficient working order and regularly serviced in accordance with the manufacturer's recommendations.

In addition to Clauses 6A - 6C the following exclusions shall additionally apply to vessels which are less than 8 metres in Length.

6.D Resulting from a fire or explosion on board any *Vessel*, tender or dinghy unless the vessel is equipped with:-

(a) the engine room / engine space is fitted with a fire extinguisher system which operates automatically or has controls at the steering position or outside and adjacent to the engine room / engine space.

(b) in the galley with a portable fire extinguisher in working order of not less than 2kg and a fire blanket.

6.E Caused by or arising from *the Vessel*, tender or dinghy being stranded, sunk, swamped, immersed or breaking adrift while left moored or anchored unattended off a beach or shore unless the mooring has been accepted and agreed by us and noted on the schedule.

7 What You are not covered for under Section 3 (Personal Effects)

We will not pay claims:

7.1 For loss or damage caused by theft while *The Vessel* is unattended, unless resulting from forcible and violent entry (of which there are visible signs) into *The Vessel* or into any locked storage compartment.

7.2 For electrical and mechanical derangement.

7.3 For loss of or damage to electric, electronic or optical or photographic equipment by ingress of water unless sustained in circumstances where *We* have also agreed a claim under Clause 2.2.


7.4 For loss of or damage to any *Personal Effects* which consist of jewellery, specie, antiques, works of art, china, glass, consumable stores, documents, valuable securities, negotiable instruments, money, travellers cheques, currency, debit/credit cards, mobile phones, laptops or other PDA's or any single item with a replacement value in excess of € 500.00 unless declared and agreed by underwriters.

7.5 For loss or damage caused by a malicious act or theft by *You*, a member of *Your* family or anyone who is on board or has access to *The Vessel* with *Your* permission.

7.6 For any loss or damage caused by wear, tear, deterioration, damp, rot, mould, mildew, moth, corrosion or rust, inherent vice breakdown or failure, vermin or frost damage.

7.7 For loss or damage to brittle articles that are broken, unless they are broken by thieves, burglars, fire, stranding, sinking or collision;

7.8 For loss of value because of age or use.



8 What You are not covered for under Section 4 (Liability to Others)

We will not pay claims for liability incurred to:

- 8.1 Any person employed by:
- (i) *You* or by any other person covered by Section 4 in connection with *The Vessel* or
 - (ii) an operator of a Marina, slipway, shipyard, yacht club, sales agency, similar organisation or crane or travel hoist.
- 8.2 Any delivery skipper or any person engaged by you to deliver *The Vessel* from one place to another for a fee
- 8.3 Any person on board *The Vessel* in consideration of hire, payment or reward.
- 8.4 Any third party during transit by land.
- 8.5 Any person while engaged in any sport which involves being towed by *The Vessel* unless *We* have noted on the Certificate Endorsement 7 & 29.
- 8.6 *We* will not pay claims for liability incurred to any person engaged in snorkelling, aqualung diving or other underwater sport including whilst disembarking or boarding from *The Vessel*.

We will not pay claims for liability incurred by:

- 8.7 Any person including delivery skippers in control of *The Vessel* for any reason other than private pleasure use.
- 8.8 Any person while engaged in any sport which involves being towed by *The Vessel* unless *We* have noted on the schedule Endorsement 7 & 29.
- 8.9 *We* will not pay claims for liability incurred to any person engaged in snorkelling, aqualung diving or other underwater sport including whilst disembarking or boarding from *The Vessel*.

- 8.10 Any person employed:

- (i) under a contract in connection with *The Vessel*, other than captain or crew employed by *You*; or
- (ii) an operator of a Marina, slipway, shipyard, yacht club, sales agency, similar organisation or crane or travel hoist.

We will not pay any claims:

- 8.11 for any liability assumed under any contract; or
- 8.12 for any fine or penalty nor for any liability for multiple, exemplary or punitive damages; or
- 8.13 if *The Vessel*, tender(s) or dinghy(ies) noted in the Certificate is participating in racing or speed tests or any trials in connection therewith'
- 8.14 (i) caused or contributed by any trailer becoming detached from the towing vehicle; or
(ii) as a result of an accident occurring on a highway or public or private place whilst any trailer is attached to the towing vehicle; or
- 8.15 caused or contributed to by recklessness or wilful misconduct on *Your* behalf or anyone using *The Vessel* with *Your* permission.
- 8.16 *We* will not pay for claims arising out of or in connection with any vessel having a maximum designed or actual speed in excess of 17 knots.



9 Conditions which apply to the whole of this policy

9.1 Proposal Form

The proposal form which *You* have completed or which has been completed on *Your* behalf and signed by or *Your* agent or manager has been completed to the best of *Your* knowledge and belief and if it contains any material untruth or if any *Material Information* is omitted this may affect *Your* insurance cover and, *We* have the option to cancel *This Insurance* from its inception.

9.2 Navigation and Use

The Vessel is covered while within the navigation limits set out in the Certificate while anchored, moored or navigating, including while aground at her customary berth, at a place of storage ashore, including lifting out and launching, while being moved within a shipyard or marina, while being dismantled, fitted out, refitted, overhauled, undergoing normal maintenance or survey. Subject to Clause 6.7 gear and equipment are covered whether on board *The Vessel* or not, while in transit to and from place of storage ashore and while in storage ashore.

9.3 Period

This Insurance is valid for the period shown on the Certificate unless cancelled or terminated according to its terms and conditions and subject to Clause 9.8. If the Certificate shows a period of less than 12 months in commission, subject to any relevant provision shown in the schedule *This Insurance* is valid for the balance of the period provided that *The Vessel* is laid up out of commission and not ready for immediate use with all moveable gear and equipment and *Personal Effects* locked in a cabin, storage compartment aboard or ashore but not while *The Vessel* is being used as a houseboat or undergoing major repair or alteration.

9.4 Transit

The Vessel is covered while in transit by road, rail, car ferry or air on journeys which both start and finish on land immediately next to the navigation limits set out in the the Certificate and during loading and unloading. *We* will not pay claims arising in the course of transit for scratching, bruising and/or denting or for any liability to any third party. If *The Vessel's* length overall is 8.53 metres (28 feet) or more, this cover is limited to inland transits not exceeding 16.1 kilometres (10 statute miles) in length by road and every transit (including loading and unloading) shall be conducted by a professional haulier failing which no claim will be payable for loss or damage in transit.

9.5 Private Pleasure

The Vessel must only be used for *Your* own private pleasure purposes or those of any competent person in command of *The Vessel* with *Your* consent and not in consideration of any hire or reward unless *We* have specifically agreed in advance that *The Vessel* may be used for other purposes and *You* have agreed to pay any additional premium which *We* require. If *We* agree under this Clause 9.5 that *The Vessel* may be used for hire or reward and is noted on the current Certificate (endorsement 26 & 27) *The Vessel* must at all times be under the supervision of a sufficiently qualified person and must at all times while under way be under the command of a competent person.

9.6 Single-handed Sailing

The Vessel must only be sailed between the hours of sunrise and sunset local time and only for a cumulative total of 50 nautical miles per day unless she is manned by at least two people of adequate physical strength at least one of whom is competent to be in command.

9.7 Multihulls

In the event of damage to one or more of *The Vessel's* hulls *This Insurance* pays only the *Reasonable Cost* of repairs and no claim will be admitted for replacement of one or more of the hulls unless the cost of repairs exceeds the cost of replacement.

9.8 Change of Ownership

Subject to Clause 9.9 *This Insurance* will automatically terminate immediately if *You* cease to be *The Vessel's* owner or, if *You* are a company, there is a change of fifty percent (50%) or more of the shares in the company in one transaction or series of related transactions and if a trust there is a change in more than thirty three percent (33%) of the beneficiaries when *We* will return to *You* a proportion of the premium paid in respect of the un-expired period of insurance subject to a minimum of 25% of the premium being retained by us.

9.9 Continuation of Insurance

If *The Vessel* is at sea when *This Insurance* expires, it will automatically continue until *The Vessel* arrives safely at her next port of call provided *You* notify *us* as soon as possible and agree to pay any additional premium which *We* require.



9.10 Due Diligence

You and *Your* Manager (if any) must at all times exercise *Due Diligence* to keep *The Vessel* in a *Seaworthy* condition, ensure that she is properly fitted with all prudent safety equipment and to keep that equipment in good working order and to ensure that when left unattended she is properly moored and her accommodation and storage compartments are secured and locked, and to prevent pollution or the risk of pollution following damage to *The Vessel*.

9.11 Legality

It is a condition of *This Insurance* that *You* and (so far as *You* can control the matter) anyone in command of *The Vessel* comply with any relevant laws and ensure that *The Vessel* conforms in all respects with any applicable safety regulations and obtain any permits or licences required by the law of any countries having jurisdiction over the waters in which *The Vessel* is navigated.

9.12 New for Old

We may make a deduction (in addition to the deductible provided for by Clause 6.9) in the case of claims for:-

9.12.1 replacement of sails, protective covers, standing or running rigging or outboard motors of up to one third of the value of each item

9.12.2 canopies and side screens of up to 50% of each item based on a depreciation of 10% per annum

9.13 Claims Procedure

Failure to comply with any of the provisions of this Clause 9.13 may prejudice *Your* claim.

9.13.1 If any event occurs which may give rise to a claim under any Section of *This Insurance* *You* must give notice as soon as reasonably possible to Yachtsman Euromarine College Road, Clane, Co. Kildare.

Telephone 045 982668

Fax 045902983

email info@yachtsman.ie

9.13.2 In case of theft or malicious damage *You* must also notify the local police and port authority as soon as reasonably possible.

9.13.3 *You* must take all reasonable steps to avert or minimise any loss which would be recoverable under *This Insurance* and to minimise liabilities to third parties and not make any admission of liability. In addition to sums otherwise payable under *This Insurance* *We* will pay the Reasonable Cost of any steps which *You* take in accordance with *Your* obligations under this Sub-Clause 9.13.3 not exceeding *The Vessel* value.

9.13.4 *You* must cooperate fully with *us* in providing and obtaining any information and evidence and must permit *us* to take proceedings in *Your* name (but at our expense) to recover compensation or secure an indemnity from any third party in respect of anything covered by *This Insurance*.

9.13.5 If *You* make any claim, or any statement in connection with any claim, which *You* know to be false or fraudulent, or fail to disclose any *Material Information* in connection with a claim, *This Insurance* will be void from its inception and *We* will be entitled to retain any premium paid.

9.13.6 Unless *We* agree otherwise if *Your* claim is for the cost of repairs *You* must obtain and submit to *us* at least two quotations for those repairs.

9.13.7 Unless *We* agree otherwise claims for repair will be paid only on submission of receipted repair accounts and a discharge form duly signed by *You* or on *Your* behalf.

9.14 Cancellation and Return of Premium

We may cancel *This Insurance* by giving 30 days written notice. On cancellation *we* will pay *You* a pro rata return of premium in respect of the unexpired period of insurance.

9.15 Notices

Any notice which *You* are required to give *us* can be given by letter, fax or email to Yachtsman Euromarine (details as below). Any notice which *we* are required to give *You* can be given by post sent to *You* at the address shown in the schedule.



9.16 Radioactive Contamination Exclusion Clause

This clause shall be paramount and shall override anything contained in *This Insurance* inconsistent therewith.

In no case shall *This Insurance* cover loss, damage, liability or expense directly or indirectly caused by or contributed to or arising from:

- (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- (ii) the radioactive, toxic, explosive, or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- (iii) any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter;
- (iv) the radioactive, toxic, explosive or any 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 weapons;
- (vi) 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 electrical system.

9.17 Proper Law

Unless the schedule provides to the contrary *This Insurance* shall be governed by and construed in accordance with Irish law.

9.18 Jurisdiction

(i) Unless the schedule provides to the contrary *This Insurance* is subject to the exclusive jurisdiction of the Courts of Republic of Ireland
(ii) In the event of a dispute arising under *This Insurance* We will at *Your Request* submit to the jurisdiction of any competent Court in Ireland and such dispute shall be determined in accordance with the law and practice applicable in such Court.

(iii) Any Summons, Notice or Process shall be served upon Lloyd's Sole General Representative W G Bradley at Alexandra House, The Sweepstakes, Ballsbridge, Dublin 4, Ireland



10 Our Complaints Procedure

Any complaint relating to the handling of *Your* insurance/claim should in the first instance be forwarded to:

The General Manager, Yachtsman Euromarine, College Road, Clane, Co. Kildare.

Telephone: 045 982668 Fax: 045902983

E-mail: info@yachtsman.ie,

In the event that you are dissatisfied with our handling of your complaint you can at anytime refer the matter to Policyholder & Market Assistance, their address is:

Lloyd's Market Services,

One Lime Street, London EC3M 7HA

Tel: 020 7327 5693 Fax: 020 7327 5225

E-mail: complaints@lloyds.com.

Complaints that cannot be resolved by Policyholder & Market Assistance may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process. Any complaint to the Financial Ombudsman Service must be made within six months of Lloyd's final decision.

11 The Financial Ombudsman Service (FOS)

In the unlikely event that Lloyd's are not able to resolve *Your* complaint either within 8 weeks *You* have the right to ask the FOS to formally review *Your* case. They will provide *You* with a copy of the FOS explanatory leaflet.

The FOS contact details are as follows:

The Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall

London

E14 9SR

Telephone: 0845 080 1800

Fax: 020 7964 1001

Email: enquiries@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

The Financial Ombudsman Service is an independent organisation set up under the Financial Services and Markets Act 2000. Their aim is to help resolve individual disputes between consumers and financial firms. *You* may approach them if *You* are a private policyholder or a business with a turnover of less than £1 million or a charity with an annual income of less than euro 2 million or a trustee of a trust with a net asset value of less than £1 million and are resident in England, Scotland, Wales or Northern Ireland. They will advise *You* if they are able to deal with *Your* complaint. This is in addition to any other action *You* may subsequently wish to take including legal action.

12 Data Protection

To enable us and the Insurers to provide a fast and efficient service to our customers Yachtsman Euromarine and Syndicate 2001 at Lloyd's operate a centralised and secure database of all information relating to *Your Policy*. This includes information provided to us on your Proposal Form, information contained within the Schedule of Insurance, together with any correspondence that *We* might exchange in respect of underwriting or claims matters. *We* and they may also use the data for the marketing, by Yachtsman Euromarine or Syndicate 2001 at Lloyd's, of products related to this type of marine risk.

Under the Data Protection Act we both need to obtain *Your* consent to holding this information on our system. If we should need to store any additional information we will of course approach *You* first to obtain *Your* permission and you are entitled upon payment of our fee of €10 to request a copy of the information held at any time.

In certain circumstances, for example for underwriting and claims administration purposes, information may be transferred to another country, which may be outside the European Economic Area.

We and Syndicate 2001 at Lloyd's will share this information with other insurers through various databases to help check the information provided and prevent fraudulent claims. Also, information will be stored where *We* are legally required to do so with the appropriate authorities. If *You* have any objection to our holding *Your* information, either in full or in part, *You* should advise us and Syndicate 2001 at Lloyd's in writing immediately.

13 Your Right to Cancel

You have a right to cancel *Your* policy during the first 14 days and be given a refund of any premium paid providing no loss, damage or liability has occurred that may give rise to a claim.

If *You* cancel after 14 days, providing no claim has been made during the current Period of Insurance, we will return to *You* a proportion of the premium paid in respect of the un-expired period of insurance subject to a minimum of 25% of the premium being retained by us unless otherwise agreed in writing.

If *You* do wish to cancel *Your* policy please write to; **Yachtsman Euromarine College Road, Clane, Co. Kildare.**

FREEFONE 1800 304000



Yachtsman Euromarine

***College Road
Clane
Co. Kildare***

Phone: 045 982668 Fax: 045 902983

***Email: info@yachtsman.ie
Web: www.yachtsman.ie***

Yachtsman Euromarine

***Main Street
Ballina, Killaloe
Co. Clare***

061 374340

***M.J. O'Neill (Insurance) Ltd. T/A
Yachtsman Euromarine is regulated
by Financial Regulator***