



# MARINE

A DIVISION OF GUARDRISK INSURANCE COMPANY LIMITED  
AN AUTHORISED FINANCIAL SERVICES PROVIDER – FSP NO. 75

## ECLIPSE PLEASURECRAFT POLICY WORDING

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**W**hereas the insured designated in the Schedule hereto (hereinafter called “the Schedule”) has made a proposal and declaration in writing and/or has applied to Marine, a division of Guardrisk Insurance Company Limited (Company registration number 1992/001639/06) (hereinafter called “the Company/we/us or our”) for the insurance of the vessel described in the Schedule, which proposal and declaration and/or application shall be deemed to be incorporated herein and shall form the basis of the contract hereby made, the Company hereby agrees in consideration of payment to it by or on behalf of the Insured of the premiums specified to insure against loss, damage, liability or expense in the manner hereinafter provided.

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## SECTION 1 - LOSS OF OR DAMAGE TO THE BOAT

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Subject to the terms and conditions of this insurance, we will indemnify you for loss of or damage to the vessel caused by any of the following perils:

- 1) **External Accident**
- 2) **Fire**  
Including heat damage resulting from the malfunction of on-board electrical equipment which would, if unchecked, ultimately have led to fire.
- 3) **Lightning**
- 4) **Explosion**
- 5) **Frost/Freezing of Motors and Batteries**  
Provided the Insured can verify that the maintenance recommendations of the manufacturer have been carried out and/or reasonable preventative steps have been taken, and the items are protected by anti-freeze where appropriate.
- 6) **Heavy Weather**
- 7) **Breakage and permanent distortion of masts and spars**
- 8) **Breakage of standing and running rigging**
- 9) **Breakage of shafts, struts and propellers**
- 10) **Stranding**
- 11) **Grounding**
- 12) **Sinking/Flooding**
- 13) **Collision**  
Including collision with any fixed or floating object
- 14) **Salvage Charges**  
Salvage charges incurred in preventing a loss by perils insured against are recoverable as a loss by those perils.
- 15) **Negligence** of the Insured or any person using the vessel with the express permission of the Insured, or the crew in the operation of the vessel which results in loss or damage by an Insured Peril.
- 16) **Theft** of the entire Vessel or theft of the Insured Trailer or theft of the Insured Vessel on the Insured Trailer. (See Clause A, Page 11)
- 17) **Theft of the Vessel's tender/dinghy**  
Provided it is specifically included in the Schedule and is accompanied by forcible removal.
- 18) **Theft of outboard motors**  
Provided they are securely locked to the Vessel by an anti-theft device in addition to their normal method of attachment (other than if through bolted as the normal method of attachment), or are stolen by violent and forcible entry into a locked cabin or locked storage onboard or ashore, and provided the motor is specified in the Schedule.
- 19) **Theft of gear, equipment and personal effects**  
Provided they are secured to or locked in the Vessel, or in locked storage ashore, or stolen from a locked personal vehicle, and provided there is evidence of violent and forcible entry.
- 20) **Malicious damage**  
Caused by the wilful act of any person other than the Insured or any person using the Vessel with the express permission of the Insured, or the crew.
- 21) **Rodents**
- 22) **Piracy**

*We will not indemnify you for:*

- 1) Wear and tear, deterioration and depreciation.*
- 2) Breakdown of machinery unless specifically included by endorsement (See Clause C, Page 11)*
- 3) Mast, spars, sails, standing and running rigging lost or damaged whilst racing (other than "Wednesday evening fun racing") unless the appropriate additional premium has been paid and the Racing Risks Extension Clause is included by endorsement in the Schedule (See Clause G, Page 12)*
- 4) Splitting or blowing away of sails due to heavy weather unless another insured Peril has also occurred*
- 5) Theft of the whole unit or any part thereof whilst ashore unless;*
  - The trailer is fitted with an anti-theft device or otherwise immobilised.*
  - The customary place of storage of the trailer and craft must be lockfast premises or a recognised Yacht Club or Marina or any other secure locked up recognised place of storage, boat yard or place of repair/sale.**Theft of the vessel whilst afloat unless accompanied by forcible removal.*
- 6) Theft of gear, equipment and personal effects in transit by unaccompanied carriage/mail.*
- 7) Repairing or replacing any defective part which is condemned solely in consequence of a latent defect or error in design or construction.*
- 8) Loss of or damage to electrical equipment, instruments and batteries and connections unless the loss or damage is caused by external visible and accidental means.*
- 9) Claims whilst the Insured vessel is let out on Hire or Charter or whilst being used for other than private pleasure purposes unless specifically included by endorsement in the Schedule. (See Clause E, Page 11)*
- 10) Gross negligence and wilful acts of the Insured or any person using the vessel with the express permission of the Insured, or the crew.*
- 11) Damage caused by marine borers, insects, marine growth and barnacles.*
- 12) The failure or malfunction of electronic or computerised equipment..*
- 13) Loss or damage due directly or indirectly to nuclear explosion, radioactivity and/or contamination.*
- 14) Consequential loss or loss of the use of the Vessel, loss of performance, diminution in the value, loss of income or any other loss or expense not directly related to the cost of repair or replacement.*
- 15) Expenses of the Insured except those stated in Clause 2 of the Claims Procedure (See Page 7).*
- 16) The excess amount appearing in the Schedule (See Excess Clause Page 9).*
- 17) Claims recoverable under any other policy.*
- 18) Claims arising out of confiscation, capture, seizure, arrest, restraint, detainment and the consequences thereof or any attempt thereat unless the War and Strikes Clause is included by endorsement in the Schedule. (See Clause D, Page 11).*
- 19) The exclusions contained in the SAIA Exception Clause (See Page 10).*

## **SECTION 2 – CLAIMS BY THIRD PARTIES (EXCLUDING PASSENGERS)**

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We will indemnify You:

1. For any accidental damages including costs and expenses that You become legally liable to pay arising from the use of the Insured Vessel in respect of :
  - 1.1. Death of or bodily injury to any person (excluding any member of Your family or any person in Your employ in connection with the vessel)
  - 1.2. Damage to property other than property belonging to You or held in trust by You or in Your custody or control
  - 1.3. The cost of any actual or attempted raising removal or destruction of the wreck of the Insured Vessel or any neglect or failure to do so.
2. For all costs and expenses incurred with our written consent.
3. At Our discretion for any costs incurred for representation at any inquest or post mortem or for the defence against any criminal proceedings in a magistrate's court.

Our liability in respect of any one accident or series of accidents arising from one event or occurrence shall not exceed the amount stated in the Schedule in respect of this section.

*We will not pay for death of or bodily injury to:*

1. *A member of Your family or household.*
  2. *Workmen or any other persons employed or engaged in any capacity whatsoever directly or indirectly by You in or about or in connection with the Insured Vessel or any work or repair thereto other than crewing for private pleasure purposes only.*
  3. *Passengers whilst travelling upon or embarking on or disembarking from the Insured Vessel.*
  4. *Any person who is engaged in a sport or activity other than water-skiing, aqua-planing or similar activity while being towed by the Insured Vessel or preparing to be towed by the Insured Vessel or after being towed until safely on board or ashore.*
  5. *Third parties whilst the insured vessel is let out on hire or charter or whilst being used for other than private pleasure purposes, unless specifically included by endorsement in the Schedule (See Clause E Page 11)*
1. Liability resulting from Transit is restricted to the Republic of South Africa.

## **SECTION 3 – LIABILITY TO PASSENGERS**

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We will indemnify You:

1. For all damages including costs and expenses that You become legally liable to pay arising from an accident caused by or through or in connection with the Insured Vessel in respect of:
  - 1.1. Death of or bodily injury to passengers whilst travelling upon or embarking on or disembarking from the Insured Vessel.
  - 1.2. Damage to property belonging to the passengers whilst travelling upon the Insured Vessel.

Our liability in respect of any one accident or series of accidents arising from one event or occurrence shall not exceed the amount stated in the Schedule in respect of this section.

*We will not pay for death of or bodily injury to:*

1. *A member of Your family or household.*
2. *Accidents to or illness of workmen or any other persons employed or engaged in any capacity whatsoever directly or indirectly by You in or about or in connection with the Insured Vessel or any work or repair thereto other than crewing for private pleasure purposes only.*
3. *Fare-paying passengers unless specifically included by endorsement in the Schedule (See Clause E, Page 11).*

## DEFINITIONS

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### **ACTUAL TOTAL LOSS**

When the Vessel is irrecoverable, completely destroyed or so damaged that it ceases to have the characteristics of the Insured Property.

### **AGREED FIXED VALUE**

The valuation of the Insured Property, which is agreed upon between the Insurers and the Insured, and stated in the Schedule. The Agreed Fixed Value is incontestable.

### **CURRENT MARKET VALUE**

The anticipated cost of replacing your complete boat with one of the same age, specifications and condition.

### **NEW REPLACEMENT VALUE**

The total cost (including VAT required to replace the Insured Property with a brand new replacement.

### **DEDUCTIBLE**

The amount which must be contributed by the Insured to any claim settlement. The Deductible stated in the Schedule will apply to each claim, except claims for Actual or Constructive Total Loss.

### **EXTERNAL DAMAGE**

An accident which is caused by the unpredictable intervention of any external force, or any person other than the Insured, any person using the Vessel with the express permission of the Insured, or the crew.

### **GROSS NEGLIGENCE**

A reckless disregard for the safety of property and/or human life.

### **INSURED**

The owner(s) of the Vessel and/or the person(s) named in the Schedule provided they have an insurable interest in the Vessel.

### **INSURED PROPERTY**

#### a) Insured Vessel

The Insured Vessel shall be deemed to consist of the hull, motors, gear and equipment and all other fittings and/or accessories as would normally be sold with the Vessel.

#### b) Personal Effects and Fishing Equipment (as specified in the Schedule)

Are generally items of clothing or equipment of a nautical nature which are kept or used on board the Insured Vessel whilst in use, but would not normally be sold with the Insured Vessel e.g. wet suits, skis, rods, reels, gaffs and related fishing equipment and the like.

#### c) Special Electronic Equipment (as specified in the Schedule).

Are generally items of electronic equipment that form part of the Insured Vessel which may be purchased separately, e.g. radio, fishfinder, GPS's and the like.

### **TERRITORIAL LIMITS**

As stated in the schedule.

### **LOCK FAST PREMISES**

Premises secured by a lock.

### **ANNIVERSARY DATE**

Annual policies - 12 months from the date cover commences

Monthly policies - 11 months from the commencement of the first full month of cover.

### **COVER**

Those perils as stated in each Section against which We will insure You for accidental loss, damage, death or legal liability which may occur during any period of Insurance up to the Sums Insured or Limit of Liability or Compensation as stated in the Schedule.

### **THE COMPANY/ /WE/US/OUR**

Marine, a division of Guardrisk Insurance Company Limited (Company Registration number 1992/001639/06) as stated in the Schedule

### **STRIKE DATE**

The actual date on which Your account will be debited by the Bank or Building Society.

### **THE INSURED/YOU/YOUR**

The Company or the person/s named as the Insured in the Schedule.

### **CONSTRUCTIVE TOTAL LOSS**

In ascertaining whether the Vessel is a Constructive Total Loss the Insured Value shall be taken as the repaired value and nothing in respect of the damage or break-up value of the Vessel or wreck shall be taken into account and is not recoverable unless such cost would exceed the Insured Value.

### **WILFUL ACT**

A deliberate act or, deliberate failure to act in circumstances where there is a risk of loss, damage or liability

## **USE OF THE VESSEL**

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### **IN COMMISSION/LAID UP**

The Insured Property is covered whilst the Vessel is in commission or laid up either ashore or afloat, including hauling out and launching and whilst under repair, refit or reconstruction.

### **CRUISING AREA**

The Insured Property is covered whilst the Vessel is within the cruising range stated in the Schedule

### **PRIVATE AND PLEASURE USE**

Unless otherwise stated in the Schedule, the Vessel is covered only whilst used for the private and pleasure purpose of the Insured. (See Clause E, Page 11).

### **OTHER USERS**

The Insured Property is covered whilst the Vessel is being used by any person having the express permission of the Insured. Provided that the person in charge of the Vessel complies with the conditions of the policy including the Claims Procedure (see page 7) in the event of loss or damage.

### **FUN RACING**

The Insured Property is covered whilst the Vessel is participating "Wednesday Evening Fun Racing"

### **RACING RISKS**

Subject to payment of an additional premium based on the new replacement value of masts, spars, sails, standing and running rigging and the inclusion of Clause G in the schedule, this insurance will be extended to include "Racing Risks". (See Clause G on page 12).

### **USE AS A HOME**

The Insured Property is covered for the Insured Perils whilst the Vessel is used as a home.

### **SINGLE-HANDED SAILING**

Insured Property is covered whilst navigating single-handed.

## CLAIMS PROCEDURE

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It is a condition precedent to Our liability in terms of this Policy that the claims procedure stipulated below is complied with:-

- 1) The Insured must report to Marine a division of Guardrisk Insurance Company Limited as soon as reasonably possible, any incident which may give rise to a claim under this policy, with full details of the nature, extent and cause of the loss or damage. Any claim involving theft must be reported to the local police or other relevant authorities.
- 2) It is the duty of the Insured to take all reasonable measures to reduce any loss or damage which would be recoverable under the policy, and the Insurers will reimburse the reasonable costs of such measures.
- 3) The Insured must disclose to Marine a division of Guardrisk Insurance Company Limited any other Insurance in respect of the Insured Property.
- 4) You may not admit, reject, promise, make payments or otherwise negotiate on any claim without our written consent other than in connection with the effecting of emergency repairs to prevent further damage.
- 5) The Insurers have the absolute right at their own expense to commence, take over and conduct, in their own or the Insured's name, proceedings to recover an indemnity from any Third Party in respect of any sum paid under this policy.
- 6) The Insurers will determine their liability and process valid claims without any unreasonable delay, making prompt payment in the currency stated in the Schedule. In respect of claims for theft, the insurers are not obliged to pay the claim until two months after notification of the theft.
- 7) If we repudiate liability for any claim made under this Policy, We are relieved of all liability unless an action of law commences within three months of such disclaimer.
- 8) We do not pay for any increased cost of repair, re-instatement or replacement, or prolongation of time taken to carry out repairs, reinstatement or replacement directly and indirectly due to:
  - (a) any South African Law, including any monetary or exchange control regulations;
  - (b) Any law of a foreign country, international convention, trade or economic sanctions, embargo or boycott, strikes or labour boycotts or demonstrations, any action taken or thing done or refusal to transact or execute any relevant business by any person, company, institution, country, government, trade union or any other organisation even though such action, thing or refusal may not be required in terms of any domestic law, international law or convention which prevents, restricts, impedes or delays repair, reinstatement or replacement.
- 9) Time shall be of the essence and under no circumstances shall any right to indemnity or compensation for any loss or damage or liability, lie against Us after the expiry of twelve months from the happening of the event giving rise to such loss or damage or liability, unless the claim:-
  - (a) is the subject of pending legal action against Us, or
  - (b) is a claim under any Section of the Policy which indemnifies You against sums which You may become legally liable to pay as compensation in respect of bodily injury and/or loss of or damage to property
- 10) If any claim under this Policy be in any respect fraudulent or if any fraudulent means or devices used by You or anyone acting on your behalf to obtain any benefit under this Policy or if any loss, destruction, damage or liability be occasioned by a wilful act by You or with your convenience, all benefits under this Policy in respect of such claim shall be forfeited, and We shall:
  - (a) have the right to a refund of any amount paid to You or any other person prior to the fraudulent event.
  - (b) not be obliged to pay any claim lodged before or after such fraudulent event.
- 11) In the event of any dispute as to the amount to be paid under any Section of this Policy (assuming liability has been admitted) such dispute shall be referred to an independent party (arbitrator) who will be appointed by You and Us in accordance with the law in force at the time, PROVIDED THAT any award arising from the decision of the arbitrator shall apply in the first instance to You and cannot be used against Us, and further that any action or suit not commenced within three months of such award will result in the claim being forfeited.

## **BASIS OF CLAIM SETTLEMENT**

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In the event of loss or damage, which is covered by this policy, We will reimburse You on the basis set out below. We are entitled to deduct from this payment the realisable value of the Vessel and/or any gear and/or equipment recovered from the Vessel.

### **PARTIAL LOSS**

Claims for partial loss will be settled on the basis of the necessary and reasonable cost of repair or replacement, less the appropriate deductible. Deductions new for old in respect of masts, spars, sails, standing and running rigging, outboard motors and protective covers may be made at our discretion. Generally new parts are used to effect repairs but at the Company's discretion new or reconditioned parts may be used.

### **TOTAL LOSS**

In the event of Actual or Constructive Total Loss:

1. "Agreed value" contract - the Sum Insured will be paid, less salvage.
2. "Indemnity Value" contract - we may either replace your boat with one of a similar age, type, specification and condition or pay the current market value of such a boat, less salvage.

## **GENERAL TERMS AND CONDITIONS**

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### **PERIOD OF INSURANCE**

- If the premium is paid annually or quarterly then the Period of Insurance is the period from the date on which cover commences to the day before the Anniversary Date (both dates inclusive).
- If the premium is paid monthly, then the first Period of Insurance is from the date on which cover commences to the last day of that month, whereafter the Period of Insurance is a period of one calendar month.
- In the event of a Total or Constructive Total Loss claim recoverable hereunder, the balance of the outstanding premium due until anniversary date is immediately payable.

### **MONTHLY PAYMENT BY AUTOMATIC MEANS**

In the event that You elect to pay your premium by means of a Bank Debit Order or Building Society Transmission Debit Order, Credit Card or any other automatic means, the onus is upon You to ensure that Your premium is paid or credited on the agreed strike date and if required, provide proof of such payment in the event of a claim.

### **UNPAID PREMIUM**

If the premium is paid monthly and the monthly debit order is returned unpaid, we will unless you instruct us to the contrary, double debit your account. Provided the double debit is met, or the outstanding amount paid in cash before the next strike date cover hereunder will continue as if the debit had not been rejected.

If however the double debit is also returned unpaid for what ever reason, cover hereunder will cease on the last day of the period for which premium has been received.

### **MEDICAL EXPENSES**

We will refund any Doctor's or Surgeon's Fees up to **R2500.00 per person limited to R25000.00 per vessel** for attendance upon the Insured or the Insured's passengers sustained as a direct result of personal injuries caused by violent accidental external and visible means to or of the Insured Vessel.



## **IMMERSION OF MOTORS**

1. In the event of immersion of the motor(s), you shall immediately take all reasonable steps to have the motor(s) “first aided” by flushing, lubricating and if possible, restarting. As soon as practically possible thereafter, the motor(s) must be professionally attended to.

## **EXCESS CLAUSE**

### **UNDERLYING EXCESS**

You shall bear the first loss up to the amount appearing in the Schedule in respect of each and every claim recoverable under Section 1 of this Policy, other than total or constructive total loss of the Property Insured which is payable in full. Prior to the application of the excess and in addition thereto, deductions new for old may be made at our discretion in respect of loss of or damage to mast, spars, sails, standing and running rigging and outboard motors.

### **RACING RISKS EXCESS**

See Clause G on Page 12

## **NOTICES**

Any notice, other than that involving cancellation, which We require or desire to elect to give to You, including:-

- (a) Notice of renewal;
- (b) Notice of increase in premium;
- (c) Notice to decline a claim; or
- (d) notice to endorse, alter or vary any terms or condition of this Policy;

shall be in writing and will be considered valid and effective from the time of postage to You at your last known address, which will be that as reflected in the Schedule or as notified to Us in writing to the contrary.

## **CANCELLATION**

This policy may be cancelled at any time by You or Us giving 30 days notice, in writing, to the last known address. The onus shall be upon You to cancel the automatic means of payment selected.

In no case whatever shall We be liable to refund premiums to You for a period longer than three months from the date that cancellation of the Cover on the Policy as a whole or any Section thereof became effective.

The insurance shall terminate upon sale or transfer of ownership of the vessel or change of controlling interest of an owning company.

## **BASIS OF CONTRACT**

This contract of Insurance is entered into on the basis of the information provided in the Application for yacht Insurance signed by the Policyholder, and any information subsequently provided by the policyholder.

## **SAFETY LEGISLATION**

It is a condition of this insurance that the person in control of the Vessel complies with any relevant laws, and ensures that the Vessel conforms with any applicable safety regulations, and obtains permits, certificates or licences required under law in any country having jurisdiction over the waters in which the Vessel is navigating.

## JURISDICTION

Any dispute over the Cover granted by this Policy shall be subject to South African law and jurisdiction of the courts of the Republic of South Africa.

### 1. SAIA EXCEPTIONS

- 1.1. This Policy does not cover loss of or damage to property related to or caused by:
- 1.1.1. Civil commotion, labour disturbances, riot, strike, lock-out or public disorder or any act or activity which is calculated or directed to bring out any of the above;
  - 1.1.2. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
  - 1.1.3. (a) mutiny, military rising, military or usurped power, martial law or state of siege or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;  
(b) insurrection, rebellion or revolution;
  - 1.1.4. any act (whether on behalf of any organisation, body, person or group of persons) calculated or directed to overthrow or influence any State or Government or any provincial, local or tribal authority with force, or by means of fear, terrorism, or violence;
  - 1.1.5. any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change or in protest against any State or Government or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public or any section thereof;
  - 1.1.6. any attempt to perform any act referred to in clause 1.1.4 or 1.1.5 above; or
  - 1.1.7. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in Clause 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 above.

If the Insurers allege that by reason of clause 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5, 1.1.6 or 1.1.7 of this Exception, any loss or damage is not covered by this policy, the burden of proving the contrary shall rest upon the Insured.

- 1.2. This Policy does not cover loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of War Damage Insurance and Compensation Act, 1976 (No. 85 of 1976), or any other similar Act operative in any of the Republics to which this Policy applies.

### 2. NUCLEAR EXCLUSION CLAUSE

In no case shall this insurance cover loss, damage, liability or expense arising from any weapon of war employing atomic or nuclear fission and/fusion or other like reaction or radio-active force or matter.

### 3. RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE

This clause shall be paramount and shall override anything contained in this contract inconsistent therewith.

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

- 3.1. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- 3.2. the radioactive, toxic explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- 3.3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction, radioactive force or matter.
- 3.4. the radioactive, toxic, explosive or other hazardous or contamination 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.
- 3.5. any chemical, biological, bio-chemical, or electromagnetic weapon.

#### **4. CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, ELECTROMAGNETIC WEAPONS AND CYBER ATTACK EXCLUSION CLAUSE**

This clause shall be paramount and shall override anything contained in this contract inconsistent therewith.

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

1.1 any chemical, biological biochemical or electromagnetic weapon

1.2 the use or operation, as a means for inflicting harm, or any computer, computer system, computer software programme, computer virus or process or any other electronic system

#### **5. SANCTION LIMITATION AND EXCLUSION CLAUSE**

No Insurer shall be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### **THE FOLLOWING CLAUSES A, B, C, D, E, F,G AND H APPLY ONLY IF SPECIFIED IN THE SCHEDULE**

#### **A. SECURITY CLAUSE**

Where the Schedule states that the SECURITY Clause is incorporated in the policy, theft of the trailer or any craft on the trailer, is covered provided;

- The trailer is fitted with an anti-theft device or otherwise immobilised.
- The customary place of storage of the trailer and craft must be lockfast premises or a recognised Yacht Club or Marina or any other secure locked-up recognised place of storage, boat yard or place of repair/sale.

Theft of the vessel whilst afloat must be accompanied by forcible removal.

#### **B. TRANSIT CLAUSE.**

Where the Schedule states that the TRANSIT Clause is incorporated in the policy, cover is conditional upon the Insured Vessel (other than a non semi-rigid inflatable when not conveyed on a trailer), whilst in transit by road, being conveyed on a properly designed and purpose-built trailer which should at all times be kept in a totally roadworthy condition (including registration), and shall carry a usable spare wheel at all times, failing which no claims shall be recoverable hereunder. If the Insured vessel is 'car topped', the roofcracks shall be properly designed, constructed and suitable for the task, failing which there shall be no cover hereunder.

#### **C. MECHANICAL BREAKDOWN CLAUSE (Applies only to inboard diesel motors)**

Where the Schedule states that the MECHANICAL BREAKDOWN Clause is incorporated in the policy, cover is extended to include mechanical breakdown provided the machinery is less than five years old and professionally installed and provided You can verify that the maintenance recommendations of the manufacturer have been carried out.

#### **D. WAR & STRIKES CLAUSE (Not applicable in R.S.A.)**

Where the Schedule states that WAR & STRIKES Clause is incorporated in the policy, cover is extended to include the Institute War & Strikes Clause Yachts (copy available on request).

#### **E. SKIPPER CHARTER CLAUSE**

Where the Schedule states that the SKIPPER CHARTER Clause is incorporated in the policy, Sections 1, 2 and 3 are extended to include whilst the vessel is being used for skipper charter purposes.

#### **F. NEW FOR OLD DEDUCTION CLAUSE**

Where the Schedule states that the NEW FOR OLD DEDUCTION Clause is incorporated into the policy, in the event of partial Loss, a deduction at our discretion will be made from the claim settlement in respect of the cost of parts or materials where the part which is repaired or replaced was, at the time of the claim incident, more than ten years old, other than the basic hull and deck structures of the Vessel. The deduction will not be applied to any labour costs.

**G. RACING RISK EXTENSION CLAUSE**

Where the Schedule states that the RACING RISK EXTENSION Clause is included in the Schedule the cost of replacing or repairing masts, spars, sails, standing and running rigging lost or damaged by an Insured Peril whilst the Vessel hereby insured is racing shall be recoverable hereunder to the extent only of 2/3rds of such cost (without application of the underlying excess) unless the loss or damage be caused by the Vessel being stranded, sunk, burnt, on fire, in collision or in contact with any external substance (ice included) other than water, when the cost of replacement or repair shall be recoverable in full, subject only to the deduction new for old and to the underlying excess.

**Warranted that no additional insurance is or shall be placed covering any part of the cost of replacement or repair not recoverable hereunder.**

Insurers liability hereunder arising out of any one occurrence whilst racing shall be calculated upon the basis that the full replacement cost of all sails carried whether set or not, masts, spars, standing and running rigging shall not exceed the sum stated for this purpose in the Schedule.

**H. THE SAFFIR-SIMPSON HURRICANE SCALE**

Loss or damage caused by named windstorms in the Category 1-5 of the Saffir-Simpson Hurricane Scale is subject to an excess of 10% of the total sum insured.

Category	Definition	Effects
One	Winds 74-95 mph	No real damage to building structures. Damage primarily to unanchored mobile homes, shrubbery and trees. Also, some coastal road flooding and minor pier damage.
Two	Winds 96-110 mph	Some roofing material, door and window damage to buildings. Considerable damage to vegetation, mobile homes and piers. Coastal and low-lying escape routes flood 2-4 hours before arrival of centre. Small craft in unprotected anchorages break moorings.
Three	Winds 111-130 mph	Some structural damage to small residences and utility buildings with a minor amount of curtainwall failures. Mobile homes are destroyed. Flooding near the coast destroys smaller structures with larger structures damaged by floating debris. Terrain continuously lower than 5 feet ASL may be flooded inland 8 miles or more.
Four	Winds 131-155 mph	More extensive curtainwall failures with some complete roof structure failure on small residences. Major erosion of beach. Major damage to lower floors of structures near the shore. Terrain continuously lower than 10 feet ASL may be flooded requiring massive evacuation of residential areas inland as far as 6 miles.
Five	Winds greater than 155 mph	Complete roof failure on many residences and industrial buildings. Some complete building failures with small utility buildings blown over or away. Major damage to lower floors of all structures located less than 15 feet ASL and within 500 yards of the shoreline. Massive evacuation of residential areas on low ground within 5 to 10 miles of the shoreline may be required.