



**PLEASURE BOAT INSURANCE
PARTICULAR CONDITIONS**

Policy number: 04 ER3 7025024
Effective Date: 30/05/2024 **Portfolio**
Issued in Barcelona on Tuesday 5th March 2024

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Agent: 03 3211585 ROSA FERRER PEREZ
Collector: "
Type of agent: AGENTE EXCLUSIVO

M

Holder MC CREERY . , WILLIAM **Nif/Cif** Y6385487B
 C CTRA. N332 KM 181.5
 03725 TEULADA
Insured Party(ies) THE HOLDER

Effect: At 00 AM/PM of 30/05/2024 **Maturity:** At 00 AM/PM of 30/05/2025
Effective Term: Annual, Extendable

Risk Nature: Cabin cruiser

DETAILS OF VESSEL

Name: PICO NEGRO **Registration:** 00 SSR187701
Make/model aux.crafts: FOUR WINNS V255 FC **Make/model of motor:** MERCER 6.2L 300/B3
Constr. year: 2.017 **Length:** 8 **Nºof motors:** 1 **H.P.:** 300 **Maximum speed(knots):** 30
Material: Fibreglass Reinforced Plastic
D.of Birth of captain/driver:
Flag: EU INGLATERRA **Title:** Recreational vessel owner
Use: Private

Covers Contracted	Insured Amount €uros
RESPONSABILIDAD CIVIL OBLIGATORIA	INCLUDED
HULL/MOTOR(S) AND RIGGING	105.570,00 €
ACCESORIES	EXCLUDED
PERSONAL ITEMS	EXCLUDED
TRAILER	EXCLUDED
DAMAGE CLAIMS	INCLUDED
ACCIDENTAL INJURY CAPTAIN	EXCLUDED
ACCIDENTAL INJURY PASSENGERS	EXCLUDED
ACCIDENTAL INJURY WATER SKIER	EXCLUDED
ASISTENCIA NAUTICA	INCLUDED

Beneficiaries:

1) SPOUSE, 2) DESCENDANTS, 3) OTHER RELATIONS, 4) HEIRS

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Annual Net Premium: 468,37 €
Form of Payment: YEARLY
Breakdown Receipt No: 134526996 **from** 30/05/2024 **to** 30/05/2025

<u>Net Premium</u>	<u>Consortium</u>	<u>Taxes</u>	<u>TOTAL</u>
468,37 €	.00 €	38,17 €	506,54 €uros

Collection Address: Policy Holder's address

FRANCHISES.

NO DEDUCTIBLE

No deductible whatsoever shall apply for the damage coverage.

CLAUSES.

LIST OF GENERAL CONDITIONS

All printed general conditions that contradict, alter or extend the schedule and/or special conditions forming a part of this policy shall be considered null and void and without effect.

The captain of the insured boat has the appropriate certification in accordance with the requirements and demands established by the sectoral regulations. The insured accepts and assumes any responsibility that may be claimed in this regard, its possession being mandatory for the coverage of the policy.

LOCATION OF VESSEL

The homeport is located in:
(enter the location here.)

MORAIRA

CLAUSES

T.LOSS, CONSTRUCTIVE T.LOSS, SALVAGE EXP.& T.LOSS DUE TO THEFT

Any damage to the vessel itself and/or any other insured components shall be covered, subject to the maximum liability of the Insurer in the event of a claim covered by the Policy, defined as the sum insured stated in the Policy Schedule or, where less, the Fair Market Value of the property in question immediately prior to the occurrence of the claim, solely and exclusively when arising as a direct consequence of the

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provisions set out in the following sections of Coverage C, "Damage to the Vessel" of the General Conditions:

- C.1. Total Loss
- C.2. Constructive total loss
- C.3. Salvage expenses
- C.5. Total loss due to theft of the entire vessel and/or its auxiliary craft.

This shall be subject at all times to any provisions, terms and conditions included to this end in the aforementioned general conditions and relating to these coverages and perils.

EXTENSION - AREA OF NAVIGATION 2

The area of navigation authorised for the insured craft is hereby extended to include those journeys it might make to or from waters and/or ports under European and African jurisdiction in the Mediterranean.

Consumer protection

In the case of residence in the Autonomous Communities of Galicia or Catalonia, and in accordance with the Consumer Code of Catalonia and the Galician General Law for the Protection of Consumers and Users, please be advised that we are at your disposal via telephone number 900.112.213 where we will attend any incident, complaint or claim that you may have regarding the service provided.

Likewise, in the case of residence in the Autonomous Community of Catalonia, we are at your disposal at Avenida de la Granvia de L'Hospitalet, 8, de Hospitalet de Llobregat (Barcelona).

EMERGENCIES AND TELEPHONES FOR NAUTICAL ASSISTANCE OR TOWING

Distress calls for emergencies when sailing:

Use the international CHANNEL 16 VHF channels and frequencies Marine band and 2,182 kHz on medium wave, or call the MARITIME EMERGENCY TELEPHONE NUMBER on 900 202 202, staffed by Maritime Rescue.

Once you are safely in port:

If you have taken out cover for NAUTICAL ASSISTANCE,

you should report the incident to the Assistance telephone numbers:

- From Spain, call 93 463 11 58
- From abroad, call +34 93 463 11 58

Inform siniestrosasistencia@gacm.es of the facts via email. Include:

- Personal details of the insured and the policy number. Schedule
- Description of the event, including place, date and time, as well as reason assistance was required.
- Attach all documents provided by the assistance service.

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In every case, the Generali agent shall be informed of the main steps in the processing of files:

- Information on opening of file
- Requests for documents or information
- Confirmation of cover
- Confirmation of payments made

The same information may be given to a different valid interlocutor as long as you provide us with their contact details (e-mail).

EXCLUSION FOR TRANSMISSIBLE DISEASE

Definitions

1. "Transmissible disease" shall be understood to mean a disease that may be transmitted from one organism to another by means of any substance or agent, where:

1.1. The substance or agent includes, but is not limited to, a virus, bacteria, parasite or other organism or any variation thereof, whether considered living or not; and

1.2. The transmission method, whether direct or indirect, includes - but is not limited to - transmission via the air, transmission via bodily fluids, transmission from or to any surface, object, solid, liquid or gas, or between organisms; and

1.3. The disease, substance or agent may cause harm to human health or well-being or may cause damage, impairment, loss of value, loss of opportunity of sale or loss of use of the property.

Any loss, damage, liability, claim, cost or expense of any kind that is related, whether directly or indirectly and in full or in part, to a transmissible disease or the suspicion or threat of same shall be excluded.

MARITIME RESCUE SERVICE

Assistance to the insured vessel in order to ensure the provision of diverse services intended to help resolve unanticipated or difficult situations that may arise over the course of nautical journeys or excursions, including on lakes, rivers and navigable canals, so that the journey or excursion may continue, pursuant to the relevant terms of the General Conditions and of Article 4, "Maritime Rescue Service", thereof.

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CLAUSULA DE REEMPLAZO

Se hace constar expresamente que la presente póliza reemplaza a la póliza número 04ER37024004 de esta misma Compañía.

LEGISLATION AND AUTHORITIES

Spanish legislation applicable to this contract are the Spanish Insurance Contracts Act and the Law on the regulation, supervision and solvency of insurance and reinsurance companies and its implementing regulations.

LIBERTY SEGUROS, Compañía de Seguros y Reaseguros S.A. has a Customer Service Department and a Customer Ombudsman to handle and resolve complaints and claims arising from actions by the company itself or by banking and insurance operators, in accordance with the procedure set forth in Order ECO 734/2004 of 11 March.

Policyholders, insured parties, beneficiaries, affected third parties and their entitled dependants may submit their complaints and claims:

A) To the Liberty Seguros Customer Service Department, by writing to Paseo de las Doce Estrellas, 4, 28042 Madrid, by sending a fax to (+34) 91 301 79 98, or an email to reclamaciones@libertyseguros.es

B) Or secondly, to the Liberty Seguros Customer Ombudsman, by writing to C/ Velázquez 80, 28001 Madrid (Spain) or by sending a fax to (+34) 91 308 49 91 or an e-mail to reclamaciones@da-defensor.org

All complaints and claims filed by customers shall be handled and settled within a maximum period of two months after being submitted.

In the event that the claimant disagrees with the decision taken by any of the above-mentioned bodies or receives no response within a period of two months, the claimant may submit this or her complaint or claim to the Claims Service of the Directorate General of Insurance and Pension Funds by writing to paseo de la Castellana, 44, 28046 Madrid.

In addition to the methods for submitting claims listed above, disputes may be brought before the relevant judges and courts.

The Customer Ombudsman Regulations, which outline the procedures for handling complaints and claims, are available to customers at all Liberty Seguros offices. These regulations are also available on the website: www.libertyseguros.es, or from your insurance agent.

In addition to this policy schedule, the policyholder/insured is hereby provided with a copy of the policy's general

Conditions. **LI10EMR_0123_L**

as proof of conformity and, prior to signing the contract, acknowledges receipt of the legally required information.

By signing, the policyholder acknowledges that the insurance contract meets the demands and requirements expressed in the insurance proposal form. Nonetheless, if the content of the policy is different from the insurance proposal form or the

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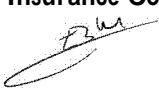
stipulated clauses, the insurance policyholder may, within a period of onemonth from delivery of the policy, file a claim against the insurer to rectify such differences. If no claim is filed within this period, the terms of the policy shall apply.

INFORMATION FOR THE INSURED

By signing the documentation, the policyholder accepts that the insurance policy has been issued in line with the information given in the proposal form. However, if the contents of the policy do not coincide with the proposal form or the clauses agreed therein, the policyholder has one month, commencing as from the moment the policy document was given to him/her, to request that the the differences be rectified. Once this period of time has lapsed and no request has been made, the policy conditions will apply.

DUPLICADO

The Holder/The insured party

The Insurance Company
p.p. 

COPY FOR AGENT

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LOCATION OF VESSEL

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1.2. The transmission method, whether direct or indirect, includes - but is not limited to - transmission via the air, transmission via bodily fluids, transmission from or to any surface, object, solid, liquid or gas, or between organisms; and

1.3. The disease, substance or agent may cause harm to human health or well-being or may cause damage, impairment, loss of value, loss of opportunity of sale or loss of use of the property.

Any loss, damage, liability, claim, cost or expense of any kind that is related, whether directly or indirectly and in full or in part, to a transmissible disease or the suspicion or threat of same shall be excluded.

MARITIME RESCUE SERVICE

Assistance to the insured vessel in order to ensure the provision of diverse services intended to help resolve unanticipated or difficult situations that may arise over the course of nautical journeys or excursions, including on lakes, rivers and navigable canals, so that the journey or excursion may continue, pursuant to the relevant terms of the General Conditions and of Article 4, "Maritime Rescue Service", thereof.

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LEGISLATION AND AUTHORITIES

Spanish legislation applicable to this contract are the Spanish Insurance Contracts Act and the Law on the regulation, supervision and solvency of insurance and reinsurance companies and its implementing regulations.

LIBERTY SEGUROS, Compañía de Seguros y Reaseguros S.A. has a Customer Service Department and a Customer Ombudsman to handle and resolve complaints and claims arising from actions by the company itself or by banking and insurance operators, in accordance with the procedure set forth in Order ECO 734/2004 of 11 March.

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In addition to the methods for submitting claims listed above, disputes may be brought before the relevant judges and courts.

The Customer Ombudsman Regulations, which outline the procedures for handling complaints and claims, are available to customers at all Liberty Seguros offices. These regulations are also available on the website: www.libertyseguros.es, or from your insurance agent.

In addition to this policy schedule, the policyholder/insured is hereby provided with a copy of the policy's general

Conditions. **LI10EMR_0123_L**

as proof of conformity and, prior to signing the contract, acknowledges receipt of the legally required information.

By signing, the policyholder acknowledges that the insurance contract meets the demands and requirements expressed in the insurance proposal form. Nonetheless, if the content of the policy is different from the insurance proposal form or the

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DUPLICADO

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Basic information about data protection

This information, in accordance with the General Data Protection Regulation, replaces and cancels any other data protection information provided in this document, as applicable.

Party Responsible	LIBERTY SEGUROS, Compañía de Seguros y Reaseguros, S.A.
Purpose	(a) Management of the pre-contractual and/or the insurance contract relationship, including the preparation of profiles necessary for this. (b) Commercial communications (and preparation of profiles for this) by any means (electronic or not) during the term of the insurance contract of own insurance products as well as loyalty programmes.
Legitimation	(a) Execution of the pre-contract and/or insurance contract. (b) Legitimate interest: for commercial and promotional communications of own insurance products and corresponding profiles as well as loyalty programmes, while the insurance contract is in force.
Data	(a) Provided prior to the insurance contract, in the policy and/or generated during the contractual relationship (including health data). Health data will not be processed for the sending of commercial communications. (b) Referrals to the policyholder and other individuals related to the contract (e.g. insured parties, beneficiaries, injured third parties).
Recipients	(a) Other insurers and reinsurers. (b) Public or private organisations. (c) Service providers.

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ORIGINAL COPY FOR HOLDER

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International transfers	(a) Countries with adequate level of protection. (b) Among others, United States (protection not equivalent to EU but adoption of guarantees: clauses of the binding corporate rules type, "Privacy Shield" and/or any other mechanisms allowed).
Rights	Among others, right of access, rectification, deletion, opposition, sending an e-mail to ejercicioderechos@libertyseguros.es
Additional information	Available on the following URL: http://www.libertyseguros.es/privacidad We recommend its reading.

You may object at any time to the use of your personal data, including the preparation of profiles and/or sending commercial communications, based on legitimate interest.

The Holder/The insured party

The Insurance Company ORIGINAL COPY FOR HOLDER
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COPY TO BE SIGNED

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The area of navigation authorised for the insured craft is hereby extended to include those journeys it might make to or from waters and/or ports under European and African jurisdiction in the Mediterranean.

Consumer protection

In the case of residence in the Autonomous Communities of Galicia or Catalonia, and in accordance with the Consumer Code of Catalonia and the Galician General Law for the Protection of Consumers and Users, please be advised that we are at your disposal via telephone number 900.112.213 where we will attend any incident, complaint or claim that you may have regarding the service provided.

Likewise, in the case of residence in the Autonomous Community of Catalonia, we are at your disposal at Avenida de la Granvia de L'Hospitalet, 8, de Hospitalet de Llobregat (Barcelona).

EMERGENCIES AND TELEPHONES FOR NAUTICAL ASSISTANCE OR TOWING

Distress calls for emergencies when sailing:

Use the international CHANNEL 16 VHF channels and frequencies Marine band and 2,182 kHz on medium wave, or call the MARITIME EMERGENCY TELEPHONE NUMBER on 900 202 202, staffed by Maritime Rescue.

Once you are safely in port:

If you have taken out cover for NAUTICAL ASSISTANCE,

you should report the incident to the Assistance telephone numbers:

- From Spain, call 93 463 11 58
- From abroad, call +34 93 463 11 58

Inform siniestrosasistencia@gacm.es of the facts via email. Include:

- Personal details of the insured and the policy number. Schedule
- Description of the event, including place, date and time, as well as reason assistance was required.
- Attach all documents provided by the assistance service.

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- Refloating and towing expenses should be listed separately on the bill, with cost broken down by item.

Communication of file processing:

In every case, the Generali agent shall be informed of the main steps in the processing of files:

- Information on opening of file
- Requests for documents or information
- Confirmation of cover
- Confirmation of payments made

The same information may be given to a different valid interlocutor as long as you provide us with their contact details (e-mail).

EXCLUSION FOR TRANSMISSIBLE DISEASE

Definitions

1. "Transmissible disease" shall be understood to mean a disease that may be transmitted from one organism to another by means of any substance or agent, where:

1.1. The substance or agent includes, but is not limited to, a virus, bacteria, parasite or other organism or any variation thereof, whether considered living or not; and

1.2. The transmission method, whether direct or indirect, includes - but is not limited to - transmission via the air, transmission via bodily fluids, transmission from or to any surface, object, solid, liquid or gas, or between organisms; and

1.3. The disease, substance or agent may cause harm to human health or well-being or may cause damage, impairment, loss of value, loss of opportunity of sale or loss of use of the property.

Any loss, damage, liability, claim, cost or expense of any kind that is related, whether directly or indirectly and in full or in part, to a transmissible disease or the suspicion or threat of same shall be excluded.

MARITIME RESCUE SERVICE

Assistance to the insured vessel in order to ensure the provision of diverse services intended to help resolve unanticipated or difficult situations that may arise over the course of nautical journeys or excursions, including on lakes, rivers and navigable canals, so that the journey or excursion may continue, pursuant to the relevant terms of the General Conditions and of Article 4, "Maritime Rescue Service", thereof.

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CLAUSULA DE REEMPLAZO

Se hace constar expresamente que la presente póliza reemplaza a la póliza número 04ER37024004 de esta misma Compañía.

LEGISLATION AND AUTHORITIES

Spanish legislation applicable to this contract are the Spanish Insurance Contracts Act and the Law on the regulation, supervision and solvency of insurance and reinsurance companies and its implementing regulations.

LIBERTY SEGUROS, Compañía de Seguros y Reaseguros S.A. has a Customer Service Department and a Customer Ombudsman to handle and resolve complaints and claims arising from actions by the company itself or by banking and insurance operators, in accordance with the procedure set forth in Order ECO 734/2004 of 11 March.

Policyholders, insured parties, beneficiaries, affected third parties and their entitled dependants may submit their complaints and claims:

A) To the Liberty Seguros Customer Service Department, by writing to Paseo de las Doce Estrellas, 4, 28042 Madrid, by sending a fax to (+34) 91 301 79 98, or an email to reclamaciones@libertyseguros.es

B) Or secondly, to the Liberty Seguros Customer Ombudsman, by writing to C/ Velázquez 80, 28001 Madrid (Spain) or by sending a fax to (+34) 91 308 49 91 or an e-mail to reclamaciones@da-defensor.org

All complaints and claims filed by customers shall be handled and settled within a maximum period of two months after being submitted.

In the event that the claimant disagrees with the decision taken by any of the above-mentioned bodies or receives no response within a period of two months, the claimant may submit this or her complaint or claim to the Claims Service of the Directorate General of Insurance and Pension Funds by writing to paseo de la Castellana, 44, 28046 Madrid.

In addition to the methods for submitting claims listed above, disputes may be brought before the relevant judges and courts.

The Customer Ombudsman Regulations, which outline the procedures for handling complaints and claims, are available to customers at all Liberty Seguros offices. These regulations are also available on the website: www.libertyseguros.es, or from your insurance agent.

In addition to this policy schedule, the policyholder/insured is hereby provided with a copy of the policy's general

Conditions. **LI10EMR_0123_L**

as proof of conformity and, prior to signing the contract, acknowledges receipt of the legally required information.

By signing, the policyholder acknowledges that the insurance contract meets the demands and requirements expressed in the insurance proposal form. Nonetheless, if the content of the policy is different from the insurance proposal form or the

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COPY TO BE SIGNED

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stipulated clauses, the insurance policyholder may, within a period of onemonth from delivery of the policy, file a claim against the insurer to rectify such differences. If no claim is filed within this period, the terms of the policy shall apply.

INFORMATION FOR THE INSURED

By signing the documentation, the policyholder accepts that the insurance policy has been issued in line with the information given in the proposal form. However, if the contents of the policy do not coincide with the proposal form or the clauses agreed therein, the policyholder has one month, commencing as from the moment the policy document was given to him/her, to request that the the differences be rectified. Once this period of time has lapsed and no request has been made, the policy conditions will apply.

DUPLICADO

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Basic information about data protection

This information, in accordance with the General Data Protection Regulation, replaces and cancels any other data protection information provided in this document, as applicable.

Party Responsible	LIBERTY SEGUROS, Compañía de Seguros y Reaseguros, S.A.
Purpose	(a) Management of the pre-contractual and/or the insurance contract relationship, including the preparation of profiles necessary for this. (b) Commercial communications (and preparation of profiles for this) by any means (electronic or not) during the term of the insurance contract of own insurance products as well as loyalty programmes.
Legitimation	(a) Execution of the pre-contract and/or insurance contract. (b) Legitimate interest: for commercial and promotional communications of own insurance products and corresponding profiles as well as loyalty programmes, while the insurance contract is in force.
Data	(a) Provided prior to the insurance contract, in the policy and/or generated during the contractual relationship (including health data). Health data will not be processed for the sending of commercial communications. (b) Referrals to the policyholder and other individuals related to the contract (e.g. insured parties, beneficiaries, injured third parties).
Recipients	(a) Other insurers and reinsurers. (b) Public or private organisations. (c) Service providers.

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International transfers	(a) Countries with adequate level of protection. (b) Among others, United States (protection not equivalent to EU but adoption of guarantees: clauses of the binding corporate rules type, "Privacy Shield" and/or any other mechanisms allowed).
Rights	Among others, right of access, rectification, deletion, opposition, sending an e-mail to ejercicioderechos@libertyseguros.es
Additional information	Available on the following URL: http://www.libertyseguros.es/privacidad We recommend its reading.

You may object at any time to the use of your personal data, including the preparation of profiles and/or sending commercial communications, based on legitimate interest.

The Holder/The insured party

The Insurance Company
p.p. 

COPY TO BE SIGNED