



**PLEASURE BOAT INSURANCE  
PARTICULAR CONDITIONS**

**Policy number:** 04 ER3 7010999  
**Effective Date:** 5/12/2023 **Portfolio**  
**Issued in** Barcelona on Friday 6th October 2023

**Page :** 1

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

M

**Holder** ROBERTSON . , IAIN **Nif/Cif** X4703132T  
 C EL CIGRO, 2 BUZÓN 9-09-06, 2  
 03720 FANADIX (BENISSA) (PARTIDA)  
**Insured Party(ies)** THE HOLDER

**Effect:** At 12 AM/PM of 5/12/2023 **Maturity:** At 12 AM/PM of 5/12/2024  
**Effective Term:** Annual, Extendable

**Risk Nature:** Non-cabin motor boat

**DETAILS OF VESSEL**

**Name:** SAVANA BANANA **Registration:** 00 SSR124968  
**Make/model aux.craft:** Doral Monticello **Make/model of motor:** Merc 350 MAG MPI/BR  
**Constr. year:** 2.004 **Length:** 9 **Nºof motors:** 1 **H.P.:** 300 **Maximum speed(knots):** 35  
**Material:** Fibreglass Reinforced Plastic  
**D.of Birth of captain/driver:** **Title:** Recreational vessel owner  
**Flag:** EU Reino Unido **Use:** Private  
**The No.of people covered against accidental injury to passengers is:** 7

<b>Covers Contracted</b>	<b>Insured Amount</b>	<b>€uros</b>
PUBLIC LIABILITY	INCLUDED	
HULL/MOTOR(S) AND RIGGING	93.595,34	€
ACCESORIES	3.743,80	€
DAMAGE CLAIMS	INCLUDED	
ACCIDENTAL INJURY CAPTAIN	EXCLUDED	
ACCIDENTAL INJURY PASSENGERS		
DEATH (POR C/U)	12.020,30	€
PERMANENT DISABILITY(POR C/U)	12.020,30	€
MEDICAL & PHARM. CARE (POR C/U)	1.202,00	€
BURIAL EXPENSES (POR C/U)	3.005,00	€
ACCIDENTAL INJURY WATER SKIER	EXCLUDED	
MARITIME RESCUE SERVICE	INCLUDED	

**Beneficiaries:**

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

**Continues on page ... 2**

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**Annual Net Premium:** 841,33€  
**Form of Payment:** YEARLY  
**Breakdown Receipt No:** 132509682 from 5/12/2023 to 5/12/2024

<u>Net Premium</u>	<u>Consortium</u>	<u>Taxes</u>	<u>TOTAL</u>
841,33€	0,32€	68,57€	<b>910,22 €uros</b>

**Collection Address:** ES33 2038 9678 20 6000342273 BANKIA

**FRANCHISES.**

A deductible equal to (1) per one thousand of the total sum insured for the vessel is hereby established, subject to a minimum of : €(2) .

- (1) 6,50  
(2) 483,85

**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: C.N.Moraira

**VALUATION OF DAMAGES.**

It is expressly stated that Section 2 of Article 18 of the policy's general conditions, relative to the valuation of damages, has been modified as follows:

**2. Valuation of damages**

**Continues on page ... 3**

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Valuation of damages will be carried out according to the following regulations:

**\* In the event of total loss or constructive total loss, indemnity will be the result of the insured interest actual cash value before the incident occurred, after the wreckage value has been deducted.**

\* Under no circumstances will the salvage expenses and/or wreckage removal costs, as well as the indemnity amount exceed the insured sum in place at the time the incident occurred.

\* Partial damage. Indemnity for loss or partial damages will be provided based on the repair or replacement cost, applying new-for-old cover. If the insured sum is less than the insured interest value on the market at the time the incident occurred, the insured will be his/her own insurer for the proportion corresponding to the difference between the indicated values, thereby applying the corresponding average condition and deduction of excess, where applicable.

In the event of partial losses of the boat, with a total loss of the outboard motors, indemnity will be provided based on the actual cash value of the insured motor in the moment before the incident occurs.

\* Incidents that affect insured interest under the personal belongings section always receive indemnity based on their actual cash value.

\* Items with a unit value exceeding 300.51 euros will not receive indemnity if they have not been previously declared in the policy schedule.

\* Repairs. The insured must make the necessary replacements and repairs, without delay, to correct the damages and deterioration suffered.

\* " If items are partially damaged by:

- Masts and sparsladuras
- Protective covers and sails
- Tackle de labor
- Rigging in general

They will be valued based on their actual cash value.

**CLAUSES**

**ACCIDENTAL INJURY TO PASSENGERS**

Indemnity payments, subject to the limits established in the policy schedule, shall be covered in the event of accidental injury to passengers in the vessel, pursuant to the relevant terms of the General Conditions

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and of Coverage E, "Personal accidents", thereof.

**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.

**ACCESSORIES**

DESCRIPTION	VALUE (€)
Toldo Bimini	1.583,91
GPS-PLOTTER	1.295,92
Radioteléfono VHF	863,96

**DAMAGE TO VESSEL**

The vessel insured hereunder is covered pursuant to the terms of Coverage C, "Damage to the vessel", and to all other provisions established to this end regarding coverage in the attached General Conditions.

**CLAUSES.**

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

**Communication of file processing:**

Continues on page ... 5

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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).

**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](http://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.

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

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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 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.

**The Holder/The insured party**

**The Insurance Company**  
p.p.

**COPY FOR AGENT**





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**ACCESSORIES**

DESCRIPTION	VALUE (€)
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**Inform siniestrosasistencia@gacm.es of the facts via email. Include:**

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**LEGISLATION AND AUTHORITIES**

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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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**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 <b>health data</b> ). 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 <a href="mailto:ejercicioderechos@libertyseguros.es">ejercicioderechos@libertyseguros.es</a>
Additional information	Available on the following URL: <a href="http://www.libertyseguros.es/privacidad">http://www.libertyseguros.es/privacidad</a>  <b>We recommend its reading.</b>

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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A deductible equal to (1) per one thousand of the total sum insured for the vessel is hereby established, subject to a minimum of : €(2) .

- (1) 6,50  
(2) 483,85

**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: C.N.Moraira

**VALUATION OF DAMAGES.**

It is expressly stated that Section 2 of Article 18 of the policy's general conditions, relative to the valuation of damages, has been modified as follows:

**2. Valuation of damages**

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Valuation of damages will be carried out according to the following regulations:

- \* **In the event of total loss or constructive total loss, indemnity will be the result of the insured interest actual cash value before the incident occurred, after the wreckage value has been deducted.**
- \* Under no circumstances will the salvage expenses and/or wreckage removal costs, as well as the indemnity amount exceed the insured sum in place at the time the incident occurred.
- \* Partial damage. Indemnity for loss or partial damages will be provided based on the repair or replacement cost, applying new-for-old cover. If the insured sum is less than the insured interest value on the market at the time the incident occurred, the insured will be his/her own insurer for the proportion corresponding to the difference between the indicated values, thereby applying the corresponding average condition and deduction of excess, where applicable.  
In the event of partial losses of the boat, with a total loss of the outboard motors, indemnity will be provided based on the actual cash value of the insured motor in the moment before the incident occurs.
- \* Incidents that affect insured interest under the personal belongings section always receive indemnity based on their actual cash value.
- \* Items with a unit value exceeding 300.51 euros will not receive indemnity if they have not been previously declared in the policy schedule.
- \* Repairs. The insured must make the necessary replacements and repairs, without delay, to correct the damages and deterioration suffered.
- \* " If items are partially damaged by:
  - Masts and sparsladuras
  - Protective covers and sails
  - Tackle de labor
  - Rigging in generalThey will be valued based on their actual cash value.

**CLAUSES**

**ACCIDENTAL INJURY TO PASSENGERS**

Indemnity payments, subject to the limits established in the policy schedule, shall be covered in the event of accidental injury to passengers in the vessel, pursuant to the relevant terms of the General Conditions

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and of Coverage E, "Personal accidents", thereof.

**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.

**ACCESSORIES**

DESCRIPTION	VALUE (€)
Toldo Bimini	1.583,91
GPS-PLOTTER	1.295,92
Radioteléfono VHF	863,96

**DAMAGE TO VESSEL**

The vessel insured hereunder is covered pursuant to the terms of Coverage C, "Damage to the vessel", and to all other provisions established to this end regarding coverage in the attached General Conditions.

**CLAUSES.**

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

**Communication of file processing:**

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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).

**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](http://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.

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

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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 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.

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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 <b>health data</b> ). 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 <a href="mailto:ejercicioderechos@libertyseguros.es">ejercicioderechos@libertyseguros.es</a>
Additional information	Available on the following URL: <a href="http://www.libertyseguros.es/privacidad">http://www.libertyseguros.es/privacidad</a>  <b>We recommend its reading.</b>

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.



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