

INSURANCE Vessels

COMPRISING
SPECIAL TERMS AND CONDITIONS
GENERAL POLICY TERMS AND CONDITIONS

OF THE
POLICY Pleasure craft
UNDERWRITTEN BETWEEN
NICOLAS REMY
AND
FIATC Mutua de Seguros y Reaseguros

POLICY No.	0092-5074515-5
TYPE OF POLICY	Single location
TYPE	Multirisk vessels
EFFECTIVE DATE	14.03.2025
TERM	Annual renewable
BROKER	MENGUAL IVARS, GONZALO (34403)
ZONE	I5 ALICANTE

These are the terms and conditions of your insurance contract based on the information you provided, and which should match what you expect from your insurance policy. You may check that everything is correct in the section on risk characteristics for every risk insured.

Entered onto the Special Registry of Insurance Companies by Royal Decree 11 April 1930.

Reserved for the biometric signature space



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SPECIAL TERMS AND CONDITIONS

1. GOVERNING LEGAL FRAMEWORK

The insurance policy taken out with FIATC MUTUA DE SEGUROS Y REASEGUROS is governed by Spanish law, specifically by the contents of Act 50 of 8 October 1980 on Insurance Policies, and by Act 20 of 14 July 1995 on the Organization, Supervision and Solvency of Insurance and Reinsurance Companies, together with their respective implementing regulations and, in general, any other provisions regulating the obligations and rights of the parties under this policy.

FIATC's registered office is at Avenida Diagonal 648, 08017 Barcelona, Spain, and the company's activity is consequently controlled by the State of Spain under the authority of the Spanish Directorate General for Insurance and Pension Funds. FIATC's Memorandum and Articles of Association may be consulted at any of our offices or on the website www.fiatc.es. FIATC shall also give details of the mechanisms for accessing the report on the Company's financial situation and solvency to any policyholder that requests them.

2. PERSONAL DATA PROTECTION

Basic information on data protection

Your personal data will be processed by FIATC MUTUA DE SEGUROS Y REASEGUROS (FIATC) as the data controller. Your data will be processed to formalize the insurance contract, as well as manage the coverage contracted and assess the risk we assume and be able to calculate the price for each client. To develop a personalized profile and to be able to offer you products that you do not have contracted. Based on the profile prepared, we can make automated decisions that you have the right to object to.

You have the right to access, rectify and delete the data provided, as well as the exercise of other rights detailed in www.fiatc.es/politica-proteccion-datos.

3. COMPLAINTS PROCEDURE

The regulations for the Client Ombudsman of Fiatc can be consulted by mutual insurance clients at any of its offices open to the public, as well as at the head office; Avenida Diagonal, 648, Barcelona and on the webpage: www.fiatc.es.

3.1.SERVICE QUALITY AND CUSTOMER CARE SERVICE (SCAC)

The Customer Care Service will handle and resolve the integrity of complaints and claims presented by Policyholders, Insured Parties, Beneficiaries or Injured Third Parties in terms of their interests and legally recognised rights arising in any sense from the insurance contract.

The Customer Care Service (SCAC) is located at our headquarters at 648 Avenida Diagonal, 08017, Barcelona, and is also available through the Incidents and Complaints Department hotline on 900 567 567, fax 936 027 374 or e-mail address scac@fiatc.es. The Service will have ONE MONTH from the presentation of the complaint or claim to issue a definitive pronouncement.

3.2.ADMINISTRATIVE PROCEDURE

In the event of disagreement with the finding issued or in the absence of a resolution within a period of one month by the SCAC, the claimant may submit their complaint to the CLAIMS SERVICE OF THE DIRECTORATE GENERAL OF INSURANCE AND PENSION FUNDS, which is part of the Directorate General of Insurance and Pension Funds, located at 44 Paseo de la Castellana, 28046, Madrid.

3.3.JUDGES AND COURTS

In general, and without the obligation to resort to the above procedures, disputes shall be resolved by the corresponding Judges and Courts.

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The Policyholder



SPECIAL TERMS AND CONDITIONS
4. CONTRACT DETAILS

DETAILS OF THE POLICY					
Quote number	Effective date	Expiry date	Term		
0092-5074515-5	Day:14.03.2025 Time:00:00	Day:14.03.2026 Time:00:00	Annual renewable		
Supplement and reason for					
Policies replaced					
DETAILS OF POLICYHOLDER					
Name	NICOLAS REMY				
Identification Document	Z2852746S				
Address	MIRLO I				
Post code Town / City	03724 MORAIRA				
Province	ALICANTE				
Telephone number	+32 476811838				
Email	nicolas@jacquesremy.com				
DETAILS OF BROKER					
Name	MENGUAL IVARS, GONZALO				
Identification Document	85082178A (Exclusive insurance agent)				
Address	CR NACIONAL 332 KM 181,5				
Post code Town / City	03725 TEULADA				
Province	ALICANTE				
Telephone number	965741211				
INSURER					
FIATC MUTUA DE SEGUROS Y REASEGUROS					
DETAILS OF THE PREMIUM (Amount in euros)					
Instalment payments	Annual				
Payment address	Direct debit: IBAN BE55 1980 0659 9144				
Total annual premium	4.466,76				
INSURANCE PERIOD	NET PREMIUM	CONSORCIO	TAXES	MUTUAL FUND	TOTAL PREMIUM
14.03.2025 - 14.03.2026	4.036,63	0,22	329,00	100,91	4.466,76

This entire contract document will only be valid after its signature, and once has been paid, for which purpose a separate receipt has been issued.

If the contract is renewed, the premiums for successive periods of cover applied will be subject to calculation of premium tariffs based on technical, actuarial criteria, as established at all times by the Insurer. In addition, any modification of the guarantees, aggravation or reduction of risk will be taken into account as well as an increase in the sums insured where this occurs.

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5. INFORMATION ON THE GOODS TO BE COVERED

Characteristics of the risk (According to information provided by the Policyholder)	
Description of the boat	Make / Model: SOLARIS POWER 40 OPEN. Licence number: POL001C34. Serial number: IT-FOB40P5M324.
Details of the boat	Vessel name: CLEAMARE. Type: Engine / dinghy. Flag: Other countries. National flag: POLONIA. Year built: 2024.
Type of boat	Maximum number of passengers licenced to: 12. Length: Up to 12 metres. Number of engines: 02. total output HP: Up to 600 HP. Composition of hull: Polyester and fibreglass.
Use of boat	Use: Private. Participation in regattas /competitions : Non-participation in regattas /competitions. Navigation area: Up to 200 nautical miles out.
Location of mooring	Port where moored: C. N. de Moraira (Moraira Teulada). Port authority: Alicante. Lay up location: Sailing club.

In the following quadrants, the benefits, the guarantees and the contracted coverage are listed, both added and the limits of the corresponding claims, the conditions of the Coverage remain definitive.

Insured property	Insured amounts (amounts in euros)	Types of insurance
Vessel	645.500,00	
Accessories	20.000,00	
Personal belongings	0,00	

The following table of guarantees for all situations of risk provides information on the cover taken out, amounts and limits insured, the scope of which are defined in the Coverage Conditions.

Cover (amounts in euros)	Insured amounts and limits	Excesses
Civil liability:		
Compulsory Civil liability (RD 607/1999, 16th April)	Included	
Maximum limit for indemnity per claim	336.566,78	
With a indemnity sublimit per claim and for personal injury	240.404,84	
- and with a sublimit per victim in claims for personal injury (this is a sole and collective sublimit per victim for Compulsory Civil liability Obligatory and Voluntary Civil liability Voluntary, if taken out)	120.202,42	
With a sublimit for indemnity per claim for damages and economic loss coming from personal injury or material damage	96.161,94	
Voluntary Civil liability	Included	
Maximum limit for indemnity per claim	663.433,22	
Defence costs for Civil liability	Included	
Damage claims	Included	
Damage to the vessel		
Total loss	Included	
Theft	Included	
Specific breakdowns	Included	0,30% min 150 €
Institute Yacht Clauses (IYC)	Not taken out	
The percentage expressed as a deductible shall be understood to refer to and be applicable to the value of the vessel.		
Personal accident	Included	
Cover for all occupants declared aboard except skiers	Included	
Sums insured per person insured on board:		
- Death	6.000,00	
- Permanent disability	6.000,00	
- Healthcare assistance	3.000,00	

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5. INFORMATION ON THE GOODS TO BE COVERED

Assistance guarantees (amounts in euros)	Insured amounts and limits	Excesses
Assistance at sea	Included	
Telephone helplines for assistance		
- On land 900 35 40 80		
- At sea 900 202 202		
- Percentage limit of vessel value	25,00	
- Maximum limit	6.010,12	
Transfer of Insured and occupants of vessel	Included	
Accommodation costs up to three nights		
- Limit per night	100,10	
- Maximum limit	900,90	
Healthcare assistance		
Medical assistance helpline	Included	
Urgent healthcare transfer or repatriation for injuries and sickness	Included	
Transfer or repatriation for insured family members	Included	
Medical, surgical, pharmaceutical and hospital costs overseas with:		
- Maximum limit	3.305,00	
- Maximum limit for dental costs	30,00	
Services provided for people		
Transfer or repatriation of deceased and of Insured accompanying them	Included	
Psychological support helpline	Included	
Medical assistance helpline	Included	
Early return due to death of a family member	Included	
Transportation of a family member in case of admission to hospital	Included	
Extended hotel stays for a maximum limit of days	10,00	
Help to find and send on luggage	Included	
Sending on of objects forgotten and/or stolen on overseas journeys	Included	
Transmission of urgent messages	Included	
Loan and advance of bail bonds overseas:		
- Maximum limit for services provided	901,00	
- Maximum limit for bail bonds	3.606,00	
Defence counsel costs overseas. Maximum limit.	901,00	
Removal of wreckage	12.000,00	
Extraordinary risk. Insurance indemnity Board	Included	
According to insurance regulations on extraordinary risk	Included	

CIRCUMSTANCES TAKEN INTO ACCOUNT WHEN CALCULATING THE PREMIUM AND TERMS OF ACCEPTANCE FOR THIS INSURANCE POLICY

STANDARD PATTERN

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5. INFORMATION ON THE GOODS TO BE COVERED

CIRCUMSTANCES TAKEN INTO ACCOUNT WHEN CALCULATING THE PREMIUM AND TERMS OF ACCEPTANCE FOR THIS INSURANCE POLICY (continued)

Policyholder and authorised personnel
That they declare themselves to be in possession of a valid and appropriate qualification.

LIST OF ACCESSORIES DEFINED AS INSURED PROPERTY

It is hereby stated for the record that the accessories listed are those defined for this purpose as insured property, being individually assigned the sum insured as listed below

DESCRIPTION ACCESSORY	SUM INSURED
Sonar, SATNAV, wind apparatus, plotter & other electronics	10.000,00
Awnings and canvases	9.000,00
Windlasses and similar	1.000,00

CLAUSES FOR OPTIONAL INCLUSION

DIMINISHING DEDUCTIBLES

6. CONDITIONS OF COVERAGE

6.1.-GENERAL DEFINITIONS OF CONTRACT

6.1.1.-PREAMBLE

Pursuant to use of contractual freedom duly stated in the Positive Law on Marine Insurance, this policy is governed by the provisions of the Special Conditions of this policy schedule and the General Conditions attached hereto, as well as by the provisions of the Spanish Code of Commerce (articles 737 to 805) and, supplementarily, by the Law 50/80, 8th October, on Insurance Contracts (B.O.E. [Spanish Official Government bulletin] of 17 October 1980). However, pursuant to articles 44 and 107.2 of the Insurance Contract Law, according to the new wording modified by the 6th Additional Provision of Law 30/95, 8th November (B.O.E. no. 268 of 09/11/95), the parties to this contract may agree to waive those provisions they deem appropriate as stated in Law 50/80, imperatively or otherwise. Such agreement would be expressed by means of a special condition, provided this is expressly accepted by both parties. FIATC, Mutua de Seguros y Reaseguros is registered in Spain and its business comes under the auspices of the Directorate General of Insurance and Pension Funds.

6.1.2.-DEFINITIONS

Fiatc, Mutua de Seguros y Reaseguros



Insured: Natural or legal person who is the owner of the interest exposed to the risks covered by the insurance and to whom the rights deriving from the contract correspond. The Insured may assume the obligations and duties of the Policyholder.

Policyholder: The natural person or legal entity who, together with the Insurer, takes out this contract and to whom the obligations arising from it correspond, except for those which, due to the type of obligation, must be complied with and fulfilled by the person Insured.

Insurer: FIATC MUTUA DE SEGUROS Y REASEGUROS, which, by means of the receipt of the premium and within the limits agreed, assumes coverage of the risks stated in the policy.

Beneficiary: The individual or legal entity that has the right to compensation and/or indemnity, as per that assigned by the Insured

Third party: Any individual or legal entity other than the policyholder or the insured. For the purposes of the civil liability cover, third parties are not considered to be either the Policyholder or the Insured, their spouses, ascendants and descendants; relatives who live with them; partners, managers, employees and persons who are de facto or de jure dependent on the Policyholder or the Insured, while acting within the scope of the aforementioned dependence.

Policy: The document containing the conditions governing the
The Policyholder



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insurance. The General Conditions, the Special Conditions of the policy schedule that individualize the risk, and the Supplements or Appendices that are issued to the policy to complement or modify it are an integral part of the policy.

Premium: The price of the insurance. The receipt will also contain any legally applicable surcharges and taxes.

Sum insured: The amount fixed in each of the sections of the policy, and which therefore represents the maximum limit of indemnity payable by the Insurer for all items in the event of loss or accident.

Loss: Any event whose harmful consequences are totally or partially covered by the guarantees of this policy. The damages arising from the same original cause, regardless of the number of claimants or claims made, shall be deemed to constitute one single loss event.

Sum insured per claim: The amount that for each risk the Insurer undertakes to pay, as a maximum, for the sum of all indemnities, interest and expenses pertaining to a claim, regardless of the number of victims or injured parties.

Sum insured per victim: Where applicable and for each risk, this is the amount that the Insurer is to pay out as a maximum, for the sum of all the indemnity, interest and expenses corresponding to the victim, together with those which may correspond to their successors or injured parties, where applicable. Hence, it is understood that the limit per claim stated in your policy schedule will apply in the event of the same accident in which there may be several victims or injured parties, and the limit individually stipulated for each victim shall be observed in all cases.

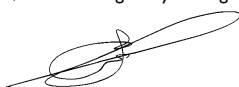
Actual cash value or market value: The cost of buying a new vessel, minus the technical depreciation based on its useful life, age, use, wear and tear and degree of use, immediately prior to the occurrence of a loss.

Insured value : This is the value that the Insurer and the Insured expressly agree to establish in the contract for the insured property, and which must be taken into account for the calculation of the indemnity in the event of loss.

The stated insured value requires a list in the policy of those assets insured under this option, and the valuation assigned to them.

The Insurer may only appeal against this stated value when acceptance of this sum had been obtained by violence or intimidation, or in case of fraud. This also applies for those cases where, due to error, the replacement cost is significantly higher than the actual cash value, at the time of loss, as established by an

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expert appraisal.

Replacement cost: The amount that would be required to purchase a new boat, equal to the one insured, or another of similar characteristics if the model had been discontinued.

Declared value: The declared value must correspond to the value as new or, subject to acceptance by the Insurer, to the market value of the insured vessel.

Proportional Rule: Formula applied in the determination of the sum of the indemnity when there is underinsurance (sum insured lower than the value of the vessel). In the event of loss, if the estimated value of the vessel shows that its value as new or its market value is higher than the value declared at the time the policy was taken out or that there were subsequent modifications, the Insured shall be considered as the insurer of the deductible and shall bear part of the damage to the vessel in the same proportion that exists between the sum declared and the value of the vessel.

Actual cash value: The market value of the insured vessel, in its conditions of use and wear and tear, at the time immediately prior to the occurrence of the loss.

Material damage: Any damage, deterioration or destruction of a thing, as well as any physical damage to animals as living beings.

Personal injury: Any bodily injury or death caused to a natural person.

Consequential loss: The economic loss that is a direct consequence of the personal injury or property damage covered by the contract and suffered by the claimant of such loss.

Deductible: The monetary amount or for its deduction established in your policy schedule which, in the event of a loss, shall not be paid by Fiatc, given that the Insured is liable to pay this part directly (as Insurer of their own risk) or have it paid by a different insurance company. Therefore, Fiatc shall only indemnify claims up to the limit of the sum insured in excess of the amounts resulting from the deductible. If the amount of the claim, even in unfounded claims, is less than the established deductible, then there will be no pay out.

The percentage expressed as deductible in your policy schedule shall be understood to refer to and be applicable to the value of the boat.

Auxiliary craft (tenders): Any craft of any type, regardless of its means of propulsion, whose maximum length does not exceed 4 metres and with a power to a maximum of 8 kW, provided that it is intended exclusively as a tender to the main recreational craft

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it serves. These boats may only sail in the vicinity of the main boat. For tenders, the registration is the same as that of the main boat, adding the words tender to after the registration.

Accessories: Accessories are considered to be the navigational aids or instruments incorporated into the boat, such as: depth sounder, SATNAV, wind equipment, plotter, electronic instrumentation, awnings, tarpaulins. In addition, and provided that they are expressly listed in your policy schedule.

Personal effects: personal effects are considered to be the following:

- Musical equipment and television, video and photographic equipment.
- Clothing and personal belongings.
- Fishing tackle, water-skiing, water-skiing and scuba-diving gear and equipment.
- Bicycles on board the boat.

Vessel Governance: In order for the insurance to take effect and thus be valid, It is an indispensable requirement that the vessel be skippered by a person or persons in possession of the appropriate boat licence required for the insured vessel according to the legal provisions in force, and that it complies with whatever rules and regulatory legal provisions have been established by the International Maritime Authority or the relevant competent authority such as the Spanish "Comandancia Marina" - the Spanish Maritime Authority.

Official Regattas: Those included in the official regatta calendar of the Royal Spanish Sailing Federation (RFEV). Exceptionally, if proposed by a given Class, the RFEV may authorize regattas to be held that were not included in the original calendar, and such regattas thus authorized will be considered as part of the official calendar.

Official regattas are those listed below:

- The Spanish Cups and Championships.
- The King's Cup, Queen's Cup, (Copa del Rey, Copa de la Reina) or any event that is titled with names of State institutions and/or persons.
- The World and European Championships held in Spain.
- The Iberia Championships.
- International Regattas held in Spain.
- National regatta circuits
- The regattas that use the expression Cup, Tournament, Championship or similar referring to an area greater than that of an Autonomous Federation.
- The races to qualify for participation in a regatta included in the official calendar of the RFEV or in a Championship recognized by the ISAF or EUROSAAF.

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Coastal social regattas: Those regattas that are organized by a Yacht Club or similar entity in which no professional crews or sponsored boats participate - not exceeding 12 miles from the coast.

Wreck salvage: The act of removing or moving the wreckage of the stranded or sunken vessel or any part thereof.

6.2.-SUBJECT OF THE INSURANCE POLICY

By way of this policy the Insurer undertakes to pay the indemnity corresponding to each cover expressly contracted in these your policy schedule, in accordance with the limits set out therein and in accordance with the provisions of these Special Conditions of your policy schedule, provided that the insured vessel:

- Is not specially designed, constructed, or adapted for racing and belonging to a class defined as such by national or international federations.
- Is not participating in official regattas.

6.3.-WARRANTY OF LIABILITY

6.3.1.-COMPULSORY CIVIL LIABILITY

This guarantee is subject to Royal Decree 607/1999, 16 April 1999, which approves Regulation of Compulsory Civil Liability Insurance for recreational or sporting craft [BOE - Spanish Official Bulletin] of 30/04/99) and the Insurance Contract Law 50/80, 8 October (BOE 17 October 1999).

A.- What this policy covers you for

Subject to the economic limits, terms and conditions set out in the contract, this policy covers you for the consequences of non-contractual civil liability which, having been caused by fault or negligence, which the Insured may be responsible for in accordance with the legal regulations in force for material and personal injury and economic loss caused to third parties and damage caused to ports and maritime installations as a result of crash, collision and, in general, for any other events arising from the use of the insured vessel in Spanish waters or by the objects or skiers that their vessel may tow at sea.

B.- What the Insurer covers

Within the limits set out in this policy schedule, the Insurer will be responsible for the payment of indemnity to the injured parties or
The Policyholder



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their beneficiaries arising from the Insured's civil liability. Unless otherwise agreed, the Insurer is also liable to pay for the defence costs of the Insured, pursuant to the provisions of the section **COVERAGE OF LEGAL COSTS IN CIVIL LIABILITY CASES:**

- Payment of costs and legal or extrajudicial expenses pertaining to the claim and the defence costs arising from the claim.
- The constitution of bail bonds or similar required of the Insured to guarantee their civil liability.

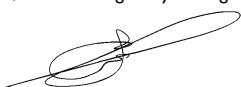
C.- This policy does not cover you for

For all cases and in addition to the risks not insured in general for all guarantees provided, you are not covered for the following:

- Injuries received by the policyholder, the shipowner or the owner of the vessel identified in the policy or the insured user of the vessel.
- Injuries suffered by paying passengers on cruises or any other type of paying trip.
- Personal injury suffered those professionally involved in the maintenance, upkeep and repair of the damaged vessel.
- Personal injuries suffered by the skipper or pilot of the boat.
- Damage caused to the insured vessel.
- Damage caused by the insured vessel during its repair, its stay on land or when being towed or transported by land, whether to a vehicle or in any other way.
- Damage to personal effects, which for any reason (ownership, deposit, use, handling, transport or other) are in the possession of the Insured or of their dependents or occupants of the vessel.
- Personal or material injury suffered by persons voluntarily and knowingly occupying a vessel piloted or skippered by a person lacking the appropriate licence.
- Damage caused to boats and towed objects, in order to save them and their occupants.
- Personal and material damage caused by an insured vessel once it has been illegally sequestered or stolen.
- Damage caused by the participation of the boat in regattas, races, competitions and training for them. This includes bets and challenges, unless otherwise agreed. See list of covered events in Official Regattas, above.
- This insurance cover does not include the payment of penalties and fines, nor penalties incurred for not paying them.

D.- GEOGRAPHICAL AREA COVERED BY THIS POLICY

The policy only covers you in Spanish territorial waters.
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6.3.2.-VOLUNTARY CIVIL LIABILITY

A.- What this policy covers you for

Subject to the economic limits, terms and conditions set out in the contract, you are covered for the non-contractual civil liability that may arise for the Insured, in accordance with the legal provisions in force, as a result of injury caused involuntarily to third parties due to events arising from the use of the insured vessel as well as during its repair or inactive stay on land. The insurance covers the civil liability of the Insured in respect of third parties transported free of charge, who are considered as third parties.

What this policy covers you for:

- Payment to the injured parties or rightful claimants of the indemnity arising from the Insured's civil liability.
- Third-party claims for collision are covered under this section in accordance with the statutory provisions in force.
- Payment of the costs, legal and extrajudicial expenses pertaining to the claim, which shall be paid in the same proportion as that existing between the indemnity to be paid by the Insured in accordance with the provisions of the policy and the total amount of the Insured's liability in the claim.
- Within the guaranteed limits, the insurance also includes the defence of the Insured, even against unfounded claims, as well as the fees and expenses of all kinds that are borne by the Insured in their civil liability.
- The insurance also includes, within the limits indicated, the provision of legal bonds required to guarantee the Insured's civil liability, provided that they arise from a loss covered by the policy.

The Insurer's guarantees in respect of the civil liability defined above may not exceed the limit set in this policy per loss or series of loss events arising from the same event, whatever the number of claims to which it gives rise, including claims by third parties for collision. In the case of personal injury, the same victim may not be indemnified under this policy (Compulsory Civil Liability Cover Plus Voluntary Civil Liability Cover) for more than the amount indicated in your policy schedule .

The Insurer is not obliged to pay the fees of lawyers and solicitors who have not been expressly appointed by the Insurer, nor is it obliged to indemnify the Insured for any legal costs that may be borne by the Insured as a result of proceedings ordered by the Insurer.

Provided that it is expressly stated in the Special
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Conditions of this policy schedule and the corresponding additional premium is paid, the above coverage will also apply to the civil liability that the Insured may be held liable for as a result of water skiing with the boat covered by the insurance, both for damage that the skier may cause to third parties and for injury the Insured may suffer, provided that the skier is towed exclusively free of charge.

B.- Voluntary Civil Liability does not cover you for the following cases in this policy

- All obligations toward the spouse, ascendants, descendants and blood or related siblings of the Insured or people who live with them.
- All obligations to partners, directors, employees and persons dependent on the Insured are excluded, provided that they act within the scope of such dependence.
- Obligations to the owner or person chartering the vessel and to the person in charge or skippering the vessel.
- Damage sustained by property, which for any reason (ownership, deposit, use, handling, transport or other) was in possession of the Insured or of the persons who depend on them or who occupy the vessel.
- Claims arising from breach of contractual obligations taken out by the Insured not arising from this policy contract.
- Injury that may be caused to third parties involved in repairs or towing the insured vessel on land.
- Damage arising from the deliberate infringement or breach of laws or those regulations governing maritime navigation.
- Any pure loss incurred, i.e., that is not a direct consequence of bodily injury or damage to property suffered by third parties.
- Claims arising from damage caused by civil or international war, riot or civil uprising or disturbances, terrorism and other extraordinary events.
- When the insured vessel is transported by land, this insurance does not include cover for the risks and liabilities provided for in the Law on Use and Driving of Motor Vehicles, even in the event that towing vehicle is either underinsured or lacks the corresponding insurance.
- Damage caused by soil, water or atmospheric pollution.
- Personal injury suffered by paying passengers for cruises or voyages and those who are paid for the maintenance and upkeep of the insured vessel.
- When the vessel is towing another vessel for any reason or motive, under no circumstances will any liability be covered from damage that may be caused

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by the insured vessel to the towed vessel or its occupants.

This insurance cover does not include the payment of penalties and fines, nor penalties incurred for not paying them under no circumstances does the insurance cover fines and/or any other sanction imposed by Courts or Authorities, nor the consequences of non-payment.

6.3.3.-COVERAGE FOR LEGAL COSTS IN CIVIL LIABILITY CASES

Unless otherwise agreed, in any legal proceedings in which Civil Liability is settled, regardless of the jurisdiction in which legal action is brought arising from a claim covered by the policy, the Insurer will bear the legal defence costs of the legal action for the claimant, and will be therefore responsible for appointing their legal counsel to represent the Insured in any legal proceedings brought against them in claims for civil liability covered by this policy.

The Insured is bound to provide the necessary collaboration for this defence, undertaking to grant the necessary powers of attorney and personal assistance. Whatever the ruling or outcome of the legal proceedings, the Insurer reserves the right to exercise their right of appeal or to accept it. If the Insurer considers appeal to be inadmissible, they shall notify the Insured, who shall be free to lodge an appeal at their own expense and the Insurer shall be obliged to reimburse the legal costs and those of the lawyer and solicitor if **the appeal is successful, up to a limit of 6,000 Euro.**

If any conflict arises between the Insured and the Insurer as a result of the latter having to defend interests in the claim that are contrary to the defence of the Insured, the Insurer shall inform the Insured of this, without prejudice and will take any steps which, due to their urgent nature, are necessary for the defence. In such a case, the Insured may choose between the Insurer maintaining legal counsel or entrusting their own defence to a third party. **In the latter case, the Insurer shall be obliged to pay the costs of such counsel up to a limit of 6,000 Euro.**

6.3.4.-CLAIMS FOR DAMAGES

If as a result of an accident suffered by the insured vessel material damage or bodily injury is caused to a user of the vessel, or damage to their belongings, the Insurer will claim compensation from the third party responsible, settling either out of court or via legal proceedings, on behalf of the injured party, for the damage or injury directly caused by the accident.

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The Insurer will handle the claim and be responsible for paying legal fees, while the Insured, the claimant must grant the necessary powers in order for the Insurer to act on their behalf, providing all possible assistance.

If the Insurer obtains payment of an indemnity from the party liable for injury or damages or their insurer via an agreed settlement and does not consider it likely that a better result will be obtained by taking legal action, they will duly inform the Insured. If the latter does not accept the terms of the settlement, they may continue with the claim at their own expense, upon which the involvement of the Insurer is finished. It is the Insurer's responsibility to decide whether it is appropriate to claim an indemnity. If they do not, they shall notify the Insured and the latter shall be free to make a claim, but at their own expense.

Any indemnity that the Insurer obtains from a liable third party shall be applied in the first place to reimburse the Insurer for the sums that it has paid to the Insured by virtue of the coverage provided by this policy, except for death or permanent disability (which shall be cumulative to those sums already received) as a result of a loss, and the difference shall be paid to the Insured. **All payments to be made by the Insurer under this cover may not exceed the maximum amount for the civil liability cover, when adding this to legal assistance, and bonds such as bail bonds.**

6.4.-WARRANTIES OF DAMAGES

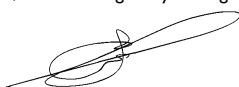
6.4.1.-TOTAL LOSS

A.- What this policy covers you for

Subject to the economic limits, terms and conditions set out in the contract, this insurance policy covers you for the following:

- **Constructive total loss or abandonment of the insured vessel** as a result of an event at sea, meaning the total and definitive destruction or disappearance of the insured vessel and event at sea. This may be interpreted as arising from any of the following causes: shipwreck, fire or explosion of the machinery, lightning, collision with docks or mooring facilities, collisions or collisions with fixed and floating objects, collision in general, grounding, running aground or grounding or hitting the seabed or being struck by a wave during a storm. In cases where there may be a right to abandon ship, within a period of thirty days following notification of such abandonment of an insured vessel, the Insurer reserves the right to decide whether to accept this abandonment and settle the claim as a total loss without transfer of ownership. This policy also

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covers you for the total loss of the vessel during its stay on land, whether it is beached, in a wharf, storage, workshop or shipyard for its maintenance or repair or in a purpose built dry dock facilities as a result of:

- Fire, explosion, lightning.
- A crash or collision with other objects, **provided that it is not the result of inadequate provision, deficiencies or deterioration of the place or environment where it is being kept.**
- Sliding or overturning while stationary.

Similarly, the total loss of the boat is covered as a result of vandalism or malicious acts, other than theft, caused by person or persons alien to the vessel, provided that the boat is in a suitable "port or storage facility", and has the necessary security measures.

· **Total loss of the vessel.** This is taken to be when damage suffered to the vessel of the Insured as a result of an event at sea or any other risk incurred during its stay on land as defined in the previous section, would lead to a repair exceeding 75% of the actual cash or market value of the vessel. In this case, the Insurer reserves the right to indemnify the Insured as if it were a total loss, deducting from the settlement the residual value of the damaged vessel or what is left of it.

· **Salvage costs.** These are understood to be the reasonable expenses incurred by the Insured in order to comply with their obligation to save the insured vessel from sinking or destruction or to minimise the consequences of the loss. For the above purposes, salvage expenses shall be understood to be the reasonable cost of towing the damaged vessel to the nearest port.

· **Removal of wreck** in compliance with the regulations of the competent Maritime Authority, provided that there is cause for indemnity and up to a maximum limit of 10% of the sum insured for hull, machinery and accessories.

B.- What this policy does not cover you for

Risks not insured in general for all guarantees.

6.4.2.-THEFT

A.- What this policy covers you for

Subject to the economic limits, terms and conditions set out in the contract, this insurance policy covers you for the theft, both of the entire vessel and for fixtures of the boat, when afloat or in dry dock, provided that, in both cases, there is permanent surveillance, or the vessel is in a locked facility. Additionally, this policy covers loss during transportation, provided that the action of loss is carried out with violence or intimidation of persons or

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breaking and entering the premises in which it is located. Likewise, damage suffered by the vessel due to attempted theft and damage caused to the vessel during the time it is in the possession of third parties as a result of theft is also covered.

Outboard motors are covered for theft only and exclusively when they are fixed to the hull by means of an anti-theft device, in addition to their normal means of attachment.

Accessories that are not a fixed part of the boat, and which belong to the navigation equipment, are only covered if they are under lock and key and comply with the above requirements.

Coverage also guarantees the reimbursement of expenses incurred in agreement with the Insurer for the recovery of the stolen boat **up to a maximum of 10% of the total value of the boat with a maximum limit of 3,000 Euro.**

B.- In addition to the risks not insured in the general conditions, this policy does not cover you for:

- Theft committed by the Insured's relatives or by their dependants.
- Theft, understood as the taking of the insured property against the will of the Insured, without the use of force or violence towards material objects, or intimidation or violence to persons.
- Thefts that have not been reported to the competent authority as soon as possible from the date of their occurrence or from the date which the Insured became aware of them.
- Theft of canvas, hoods, ropes, lines, floats and other elements or accessories that do not form a fixed part of the hull or engine of the insured vessel.
- Inability to use the vessel, depreciation and other indirect damages.
- Accessories not declared in the policy.

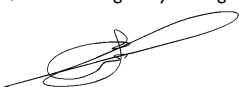
6.4.3.-SPECIFIC CASES OF BREAKDOWN

A.- What this policy covers you for

Subject to the economic limits, terms and conditions set out in the contract, this insurance policy covers you for the risks of loss or damage as a result of sinking or shipwreck, stranding or running aground, crashes or collision with fixed and floating objects, collision, fire, explosion and seaquake as a result of a storm.

Also covered are salvage costs or pay outs incurred by the Insured in order to reduce or avoid any loss or risk covered by the insurance.

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The amount of the indemnity in each event for this concept together with that corresponding to any possible specific damage may not exceed the insured value of the vessel.

Damage suffered by the boat when either entering or leaving the water is included, provided that such manoeuvres are carried out by qualified personnel and with materials and elements suitable for such operations.

Also covered here is the total loss of the vessel while laid up, whether it is beached, in a wharf, storage, workshop or shipyard for its maintenance or repair or in purpose built dry dock facilities as a result of:

- Fire, explosion, lightning.
- Crashes or collision with other objects, provided that it is not the result of inadequate provision, deficiencies or deterioration of the place or environment where it is being kept.
- Sliding or overturning while stationary.

Similarly, the total loss of the boat is covered as a result of vandalism or malicious acts, other than theft, caused by person or persons alien to the vessel, provided that the boat is in a suitable "port or storage facility", and has the necessary security measures.

During its transportation on land, whether by road, rail or towed by vehicles with trailer or support authorized by the competent authority, any damage caused by fire and proven accident of the carrier vehicle or its trailer is covered.

B.- What this policy does not cover you for

Risks not insured in general for all guarantees.

6.4.4.-PERSONAL ACCIDENT COVER TO PEOPLE ON THE VESSEL

A.- What this policy covers you for

A.1.-The Insurer covers the payment of benefits for bodily injury occurring to the policyholder and to any insured person, whether or not a member of their family, transported free of charge with their authorisation and consent while on board the vessel or at the time of embarking or disembarking, except for persons belonging to the salaried crew and those in the services of shipyards, associations or sailing clubs in the performance of their duties.

A.2.-For the purposes of this guarantee, the following are defined as:

- Accident:** bodily injury resulting from a sudden, violent and external action, produced against the will of the Insured.
- Death:** The death of the Insured within one year from the The Policyholder



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date of the accident and as a consequence of the same. Under the guarantees covered here, the person to receive the sum guaranteed in the event of the death of an Insured Person shall be considered the Beneficiary.

- **Permanent Disability:** irreversible anatomical or functional losses suffered by the Insured apparent within one year from the date of the accident and as a consequence thereof.

A.3.-This guarantee extends exclusively to the number of persons stated in the Special Conditions of your policy schedule, without this number exceeding the maximum number authorised for the vessel.

A.4.-The sums guaranteed in this policy are per Insured. However, in case of accident occurs and the number of occupants exceeds the number stated in the policy, the indemnities for each one shall be reduced proportionally even if not all of them have been injured, unless the cause of the accident, (in the opinion of the competent authority), is precisely the excess number of people being transported. **In this case the Insurer shall be released from any obligation with respect to the consequences of such loss.**

A.5.-The accident coverage of this guarantee is compatible with any the Insured or Beneficiaries may hold, whether of a social or private nature, separate from those that may derive from possible civil liability insurance that may be required of the Insured as owner and/or user of the vessel, which is the object of the insurance policy as a result of the same accident.

A.6.-The Insurer covers accidents occurring under the above conditions provided that they produce any of the following consequences for the Insured and within the limits of the sums insured indicated in this policy schedule:

- **Death**, within one year from the date of the accident.
- **Permanent, Total or Partial Disability**, medically proven, and fixed within one year from the date of the accident.
- **Medical and pharmaceutical expenses.** In the event of an accident covered under this section, reimbursement of medical, pharmaceutical and hospitalisation expenses is guaranteed for a period of one year from the date of the accident.

B.- Exclusions to Accident cover

You are not covered by the bodily injuries directly or indirectly attributed to the following causes in the guarantees of this policy:

- **Suicide or attempted suicide, diabetes, haemophilia, spinal cord disease or any other disease of similar severity, drunkenness, sleepwalking or insanity, illness, blindness, deafness or other functional physical defect, cardiovascular accidents, intoxication by poison, controlled substances, drugs or ingestion of food.**
- **Hernias, strains, back pain, fainting fits, epilepsy,**

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apoplexy, congestion, loss of consciousness, sunstroke and frostbite and other effects of the action of temperature unless they are the consequences of an accident.

- **Participation of the insured occupants in duels, fights, bets, acts of manifest and unjustified recklessness, or any illegal action in which they participate with full knowledge and consent.**
- **The practice of underwater sports and water skiing.**
- **Accidents that only produce psychological effects.**
- **Accidents caused intentionally by the beneficiary or beneficiaries of the policy. However, beneficiaries not involved in the causal event will retain their right to the full sum insured.**
- **Accidents where coverage corresponds to the Insurance Compensation Consortium according to its own regulations.**

C.- Indemnities for the guarantees of Personal Accidents of the occupants of the Vessel

1.-If the accident causes the death of any of the insured persons immediately or within the following twelve months, the Insurer will pay the sum insured in the event of death to the person or persons (in equal shares) in the following order of exclusionary priority: 1st) spouse, 2nd) their children, 3rd) their parents, 4th) their siblings, and 5th) their legal heirs.

In the event of death, if at the time of the accident the victim was over 70 years of age, the indemnity would be reduced to 50% and if under 14 years of age to burial expenses, with a maximum in the latter case of 1,800 Euro.

2.-In the event of permanent disability occurring immediately or within twelve months of the date of the accident and as a result of the accident, the Insurer shall pay the corresponding indemnities depending on whether loss is complete or partial, in accordance with the following table of percentages:

Incurable absolute psychological condition that excludes any work 100%.

Total paralysis 100%

Total blindness 100%

Complete loss of vision in one eye 30%.

Complete deafness of both ears 60%.

Complete deafness of one ear 15%.

Loss or complete disablement of limbs, fingers or toes:

Both arms or hands, both legs or feet, or two limbs together of both legs or both feet, or both limbs 100%

Right arm or right hand 60%

Left arm or hand 50%

Thumb of the right hand 22%.

Thumb of the left hand 18%.

Index finger of the right hand 15%.

Index finger of the left hand 12%.

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One of the other fingers of the right hand 8%.
 One of the other fingers of the left hand 6%.
 One leg above the knee 50%.
 One leg at or below the knee 40%.
 The big toe of either foot 8%.
 One of the other toes of either foot 3%.
 The toes of either foot 3%

3.-When the victim is over 70 years of age at the time of the accident, no indemnity will be paid if permanent disability occurs.

4.-The absolute and irreversible loss of function of an organ or limb is considered as its anatomical loss of use. In cases of reduced function, the corresponding percentage indicated above is reduced proportionally to the degree of functionality lost.

5.-In the event of anatomical or functional loss of more than one organ or limb, the indemnity is determined by the sum of the percentages corresponding to each injury, within the maximum guaranteed limit.

6.-For each finger joint only the total loss is considered as permanent functional loss, and the indemnity is established as follows: for the loss of a joint of the thumb or of the big toe, one half, and for the loss of the joint of any other finger one third of the percentage established for the total loss of the respective finger.

7.-For cases in which the injury is not expressly indicated in the above scale of percentages, the indemnity shall be established taking into account the degree to which the Insured's normal capacity to carry out paid work of any kind is permanently diminished.

8.-If after payment of indemnity for permanent disability, and as a result of the same accident that caused it, the Insured dies within twelve months of the accident, the Insurer will pay the difference between the indemnity paid and the indemnity insured for death, if this is higher, and will not require any reimbursement should the contrary occur.

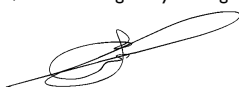
9.-The Insurer is bound to pay the cost of the first prosthesis fitted to the Insured to correct residual injuries resulting from the accident covered by the policy. **The indemnity for this prosthesis will not exceed 10% of the indemnity payable in the event of permanent disability and may never exceed the sum of 300 Euro.**

10.-The absolute and permanent functional loss of a limb or organ is taken to be the same as its loss.

11.-Non-specific disabilities - to be compensated in proportion to the seriousness of the same by comparing them with those of the other cases listed above, without taking into account the profession of the Insured.

12.-The degree of disability resulting from an accident will be strictly based on the results of the accident itself and any aggravation of existing disabilities, organ diseases, conditions or ailments the Insured may have prior to the accident in limbs and

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organs not affected or affected by the accident will not be covered. In such cases (where pre-existing disabilities, conditions, organ diseases or ailments affected by the accident), the Insured will only be entitled to the indemnity corresponding to the difference between the pre-existing degree of disability or condition and that resulting after the accident.

13.-If the victim is left-handed and has so declared in the insurance form, the percentage provided for the right upper limb shall apply to the left upper limb and vice versa.

6.4.5.-NAUTICAL ASSISTANCE FOR RECREATIONAL CRAFT

A.-What this policy covers you for and definitions

In the policy on Nautical Assistance Insurance for private recreational craft, under the conditions given in the Policy, the Insurer guarantees to cover a series of benefits detailed below (together with the corresponding exclusions to the same) to help the Insured in compromising or difficult situations that may arise on the occasion of journeys or trips at sea, including lakes, rivers and navigable canals using a recreational craft and to make it possible to continue with the activity.

B.- The Insured

A natural person resident in Spain who takes out the policy and their spouse, as well as their ascendants, provided that they live at the same address as the former, as well as their descendants, provided they are dependents.

The rights of the Insured are not modified or prejudiced if they travel separately. The status of Insured is also recognised for any other person travelling free of charge on the vessel covered by the policy.

C.-Geographical area covered

This includes Spanish waters and all internal waterways of Spain and the other member states of the European Union, up to a 200 nautical mile limit from the Spanish and Portuguese coast, as well as the Mediterranean Sea, including the crossing between the Iberian Peninsula and the Canary Islands.

Navigation on lakes, reservoirs, swamps and rivers of the Iberian Peninsula, Balearic and Canary Islands is also included, as long as they are considered navigable according to the criteria of the competent authority.

Navigation will be authorised provided that it does not contravene the navigation officially assigned to the insured vessel according to its characteristics and in accordance with the powers of the boat licence held by the person skipping the vessel.

Failure to comply with the limits of the geographical limits and general scope of navigation as defined above

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shall automatically invalidate the cover unless such alteration has been previously notified to and authorised by the Insurer.

D.-Risks this policy covers you for

1.-GUARANTEES RELATING TO THE RECREATIONAL CRAFT AND ITS OCCUPANTS.

- 1.1.Towing of the insured vessel on a trip or sea voyage (single voyage).
- 1.2. Expenses for hotel accommodation or transfer of the occupants of the boat due to breakdown or accident the craft is involved in.
- 1.3. Transportation costs covered for the Insured to pick up their vessel.

2.-HEALTHCARE GUARANTEES THIS POLICY COVERS YOU FOR.

- 2.1.Medical assistance helpline
- 2.2.Urgent medical transfer or repatriation of injured and sick persons.
- 2.3.Transfer or repatriation of insured family members.
- 2.4. Medical, surgical, pharmaceutical and hospitalisation expenses abroad.
- 2.5.Expenses for an extended hotel stay.

3.-GUARANTEES RELATING TO PERSONS.

- 3.1.Transfer or repatriation of the deceased and transport of the accompanying Insured.
- 3.2.Psychological support helpline.
- 3.3.Medical assistance helpline
- 3.4.Early return due to the death of a family member.
- 3.5. Travel of a family companion accompanying the Insured in hospital
- 3.6.Help in locating and sending on luggage.
- 3.7. Sending or forwarding of forgotten or stolen objects while travelling abroad.
- 3.8.Transmission of urgent messages.
- 3.9. Provision and or advance of criminal bail bonds abroad.
- 3.10.Legal defence costs abroad.

4.- GUARANTEES FOR THE TOWING VEHICLE AND THE TRAILER ITSELF (for road transportation of vessel).

- 4.1. Emergency repair "IN SITU".
- 4.2. Towing of the towing vehicle and the boat trailer.
- 4.3. Transfer of the trailer with the boat to the home port.

E.-What this policy covers you for

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1.-GUARANTEES FOR THE RECREATIONAL CRAFT AND ITS OCCUPANTS.

1.1. Towing of the insured vessel on a trip or sea voyage (single voyage).

If the insured recreational craft has a breakdown or accident at sea when sailing that prevents it from reaching port, once informed of the emergency by telephone or marine radio, the Insurer, will cover the cost of towing the vessel to the nearest port.

If with the Insurer's agreement, the towing is carried out by another vessel, the cost will be paid by the Insurer to a maximum limit which will be the lower amount between twenty-five per cent (25%) of the actual cash value of the recreational craft before the breakdown or accident or €6,010.12.

In the event that the towing takes place without prior notice to the Insurer for reasons of force majeure or due to justified material impossibility by a vessel with a right to charge towing costs (tugs, salvage vessels etc), the Insurer will still pay what they consider to be the going rate for the service and failing that, for the amount that the competent authority - administrative or judicial - may establish. In any event, the Insurer shall cover up to the maximum amount established in the previous paragraph.

The Insured is obliged to notify the Insurer within 7 days of any loss.

The Insurer may pass on or recover all towing expenses from the Insurer covering the risks of total or partial loss of the vessel being towed.

To this end, the Policyholder must assist the Marine Assistance Insurer in order to obtain information and evidence and act at the latter's request, taking whatever action and signing whatever documents are necessary to obtain reimbursement of these expenses.

This guarantee is covered from the entrance to the port (free waters of the port of departure) or half a nautical mile from the beach or coastline.

1.2. Expenses for hotel accommodation or transfer of the occupants of the boat due to breakdown or accident the recreational craft is involved in.

When the vessel cannot be moved due to a breakdown or accident at sea and this entails repairs lasting more than four days, the Insured may choose between:

a) Transfer of the Insured and the occupants of the vessel:

When the vessel cannot be moved due to a breakdown or accident at sea, the Insurer shall pay for the transport or repatriation of the Insured occupants of the vessel to their home in Spain, or to their end destination, if the Insured have made more than half of the sea crossing and the Insured choose to carry on their journey.

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b) Hotel accommodation expenses:

When the vessel cannot be moved due to a breakdown or accident at sea, the Insurer will pay for the Insured's overnight stay in a hotel.

This cover is limited to a **maximum of three nights' stay with a limit of €100.10 Euro per person and night, and with a total maximum of 900.90 Euro for all the Insured and the three nights**. This cover is not applicable when the port to which the damaged or injured vessel has been towed is **located less than 100 km from the home port** of the vessel or from the home or residence of the Policyholder or the Insured.

These two benefits are **mutually exclusive**, and consequently the Insured shall be entitled to choose only **one** of them.

1.3. Transportation costs covered for the Insured to pick up their vessel.

If the breakdown or accident of the insured vessel make it necessary to tow it to a port other than the one in which it is based, once the vessel has been repaired, the Insurer will pay the travel expenses of the Insured owner or the qualified person appointed by the latter to recover his or her vessel.

The benefits set out in the previous section shall apply in the event that the boat is stolen and is not found within 48 hours of the declaration or report of the theft to the competent authorities of the country in which the theft took place.

2. HEALTHCARE GUARANTEES THIS POLICY COVERS YOU FOR

2.1. Medical assistance helpline


In the event of illness or injury to any of the Insured, the Insurer will provide medical advice in order to decide, in conjunction with the doctor involved, the best treatment to follow and the most suitable means of transferring the injured or sick person, if necessary.

2.2. Urgent medical transfer or repatriation of injured and sick persons.

In the event of illness or injury suffered by any of the Insured, while on board the vessel or on a coastal strip of land less than 3 nautical miles from the coast in the course of a journey or sea trip, the Insurer shall be responsible for their transfer or repatriation to the most suitable hospital or to their home by the most suitable means of transport (ambulance, medical helicopter, regular airliner with extra equipment, etc.) in accordance with the Insurer's medical criteria. In the first case, if the Insured should subsequently need to be taken to another hospital or to their home, the Insurer will also cover the cost.

2.3. Transfer or repatriation of insured family members.

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When one or more of the group of the Insured has had to be repatriated or transferred due to illness or accident, such as in the circumstances described in the above section, and such circumstances prevent the rest of the insured persons from continuing their journey by the means initially planned, the Insurer will pay transportation costs for their return journey home.

2.4. Medical, surgical, pharmaceutical and hospital expenses abroad.

If as a result of a sudden illness or accident occurring during the period of validity of the policy, the Insured needs medical, surgical, pharmaceutical or hospital care, the Insurer shall pay for:

- The cost of emergency transport to the healthcare centre.
- Medical and surgical fees and expenses.
- Hospital expenses.
- The cost of medicines prescribed by the medical team the Insured.
- Dental expenses up to **30 Euro**.

This cover applies only to events occurring abroad and to a maximum limit of **3,305 Euro**. In addition, the event must occur while the Insured is either on board the vessel or on a coastal strip of land less than 5 km from the coast.

2.5. Expenses for an extended stay in a hotel.

When the above cover is applicable, the Insurer will pay for the cost of extending the stay in a three-star hotel after hospital stays and under medical instructions, up to a maximum of ten days.

3. GUARANTEES RELATING TO PERSONS.

3.1. Transfer or repatriation of the deceased and transportation of the accompanying Insured.

In the event of the death of one of those Insured while practising sport, the Insurer will take charge of all the necessary associated formalities and will also organise and pay for the costs arising from the transfer or repatriation of the deceased from the place of death to the place of burial in Spain.

The Insurer shall also pay for the transfer to their home of the other insured persons who were accompanying them at the time of death if they are unable to return by the means initially planned.

The cost of post-mortem treatment and funeral arrangements (such as embalming and mandatory coffin for the transfer) are covered as per legal requirements.

Please note that the cost of a standard coffin and all other funeral ceremony expenses are **not** covered by this policy.

3.2. Helpline for psychological support for those involved in an accident in the water.

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3.3. Medical Consultation helpline: General practitioners will attend to requests for information and medical advice required by insured parties. (Not diagnosis)

3.4. Guarantees relating to the towing vehicle and the trailer itself (in the case of road transportation of the vessel).

4.1. Emergency repair "IN SITU".

If the towing vehicle transporting the trailer with the vessel is unable to start or continue the journey to the home port of the vessel due to a breakdown or accident, the Insurer will - where possible - provide an emergency repair in situ up to a maximum of 30 minutes to avoid towing the vehicle to the workshop.

This same repair guarantee will be provided for the trailer itself in the event of a breakdown.

The Insurer does not cover the cost of spare parts and will only pay for travel and labour costs to carry out the repair.

4.2. Towing of the towing vehicle and the trailer with the vessel.

If the towing vehicle or trailer with the boat cannot be repaired at the place of the breakdown or accident, the Insurer will transport it by tow truck to the workshop nearest to the place of the incident.

The Insurer covers all towing expenses in Spain and up to a maximum of €120 when towing is carried out abroad.

4.3 Transfer of the trailer with the recreational craft to home port.

If during the course of the journey or use of the towing vehicle with the trailer transporting the insured vessel to its home port, the towing vehicle has a breakdown or accident that requires repair which is more than 8 hours or where it cannot be moved for more than three days.(according to the fee structure of a given type of vehicle), the Insurer will take care of transfer of the trailer with the vessel to the home port.

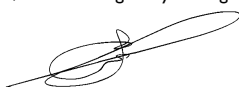
F.-What this policy does not cover you for

This policy does not cover you for any of the following general risks otherwise covered by the guarantees:

a) All guarantees and benefits that have not been requested from the Insurer and that have not been carried out with or with the agreement of the Insurer, except in the event of force majeure or proven material impossibility.

b) Losses caused by malice or by clearly dangerous or reckless acts of the Policyholder, of the Insured's

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beneficiaries or of the Insured using the vessel, or to whom the vessel or its use has been entrusted.

c) The costs of rescue and salvage of persons at sea.

d) Accidents or breakdowns that occur to the recreational craft as a result of sports competitions or regattas both official and private, as well as in training, trials and bets.

e) Accidents or breakdowns that occur as a result of water skiing and drag parachuting with the vessel are not covered either.

f) The expenses or costs caused by actions such as rescues, salvage and extraction of the vessel with the exception of the subsequent towing expenses to the home port of the vessel insured.

g) Events caused by natural phenomena such as earthquakes, tidal waves, floods, cyclones, falling objects from the sky and those that may be considered catastrophes or calamities.

h) Losses occurring in the event of war, demonstrations and political or social disturbances and popular uprisings, acts of terrorism and sabotage, strikes, riots, restrictions on freedom of movement or any other case of force majeure, unless the Insured proves that the loss is unrelated to such events. Such exceptions also include quarantine or other health restrictions that may be imposed in any given location such as those of epidemics and pandemics.

i) Violent acts or actions by the Armed Forces or the Security Forces and Corps in peacetime.

j) Losses caused by nuclear radiation, other ionizing radiation, or other explosive, dangerous or polluting radiation.

k) When the person sailing the recreational vessel does not have the corresponding licence required by the competent authority.

l) When the accident or breakdown is produced while the person sailing the vessel is under the influence of alcohol, drugs, intoxicants, narcotics and/or any other controlled substances.

m) When the vessel has been hired out to a third party whether this includes the crew or not.

n) Outside the geographical area of navigation established in this policy schedule.

o) Use of the recreational craft for smuggling, drug trafficking or prohibited or clandestine activities.

p) Material, complements or elements related to the practice of such activity.

With regard to the guarantees relating to the insured recreational vessel and its occupants, the following are also excluded from the cover of this policy:

a) Recreational craft registered more than 30 years ago

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for the first time in the event of a breakdown.

b) Motor vessels known as "off shore".

c) With regard to cover 1.2. "Hotel accommodation expenses", they will not be applicable when the port to which the damaged or broken down recreational vessel has been towed is located less than 100 km from the home port of the recreational craft ski, or from the home or residence of the Policyholder.

This policy does not cover you for the following:

a) Medical expenses of less than €30,05 (thirty euros and five cents).

b) Illnesses or injuries that are not sudden, but are the result of chronic pre-existing conditions, prior to the trip or journey, as well as complications or relapses associated with them.

c) Injuries sustained while doing manual work.

d) Deaths by suicide or illnesses and injuries resulting from attempted suicide or intentionally caused by the Insured to himself/herself.

e) The treatment of illnesses or pathological states caused by the intentional taking of drugs, toxins or narcotics, or by the use of medicines without medical prescription.

f) The cost of glasses, contact lenses, crutches and prostheses in general.

g) Births and pregnancies, except for unforeseeable complications in the first six months.

h) Any type of mental illness.

i) Losses caused by officially declared epidemics, pandemics or by pollution.

Exclusions with regard to guarantees relating to persons: Burial, coffin and ceremony expenses in the event of transfer or repatriation of the deceased.

G.-Communications

IF YOU NEED HELP AT SEA (For the towing of the boat during the trip at sea or during the voyage).

Call by Radiotelephone Marine VHF 16 (156.8 MHz) and 2,182 KHz on Medium Wave or Call by telephone to the C.N.C.S. [Spanish salvage centre] 900 202 202 202

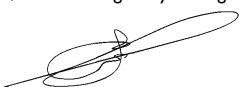
Once safely in port, it will be necessary to call 900 354 080, to report any event for claims, if calling from Spain and +34 93 495 51 52 if calling from abroad.

IF YOU NEED HELP ON LAND (For guarantees relating to the vessel and its occupants, medical assistance and guarantees relating to the towing vehicle and/or trailer, in the event of transporting the recreational craft by road).

Call: 900 354 080 if in Spain

+34 93 495 51 52 *(International Central Access Number) if calling from abroad

In order to achieve maximum speed and efficiency in the
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assistance you require, please provide the following information:

·Policy number and date of validity as stated in the Special Conditions.

·Name of the Policyholder - and / or those Insured by the policy.

·Location and telephone number.

·Type of Assistance Needed.

6.4.6.-REMOVAL OF WRECK

Subject to the economic limits, terms and conditions set out in the contract, you are covered for the expenses caused by removal of the wreck ordered by the competent Maritime Authority.

In the event that Total Loss cover is taken out, the limit of this cover will be an extension of that established in the cover for the same amount.

6.5.-RISKS NOT INSURED IN GENERAL TERMS

In compliance with Compulsory Civil Liability coverage which is governed by specific laws and regulations, the Insurer does not cover you for the following:

·Loss or damage arising from civil or international war, whether declared or not, hostilities, reprisals, capture, seizure, arrest or detention, explosion of weaponry such as; torpedoes, mines and in general any accident of war, revolution, rebellion, insurrection, piracy, strikes, riots, uprisings and popular revolts, as well as other political or social disturbances, acts of terrorism or sabotage.

·Loss or damage arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination.

·Losses arising from earthquakes, tidal waves and volcanic eruptions.

·Losses occurring outside the area of navigation established in these Special Conditions of your policy schedule.

·Losses caused intentionally by the Insured or by any other person to whom the vessel or the control of navigation has been entrusted.

·Damages or losses derived from the exercise of smuggling and/or prohibited or clandestine trades or produced during such activities.

·Accidents occurring due to excess number of people transported.

·When the accident has occurred while the person skippering the vessel is under the influence of alcoholic

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beverages, drugs, intoxicants, narcotics and/or psychotropic substances.

· Losses occurring when the insured vessel does not have the officially required documentation in order.

· When the vessel has been hired out to a third party, whether to the crew or otherwise, and this fact has not been notified to the Insurer for acceptance and application of the corresponding additional premium, where applicable. In other words - as a concept other than that of the hire of the vessel indicated above, losses occurring when the vessel is being used for the transport of passengers (passenger vessel) or any other commercial or profit making service or any other activity other than recreational or private navigation is not covered in any case.

· Damage and loss caused by grounding, stranding, sinking, flooding and other accident claims due to the vessel being adrift due to breakage of moorings or anchorages while moored or anchored off a beach or shore, being unattended or abandoned for a period of more than 24 hours.

· Losses occurring while the boat is on land in situations other than those defined in the Theft and Specific Damage cover clauses.

· Claims arising out of participation in challenges, bets and speed races.

· Participation in regattas or competitions and training, unless expressly agreed and the corresponding additional premium is paid.

· The consequences of the seizure or auction of the vessel, whatever the cause and place, as well as the costs of deposits that may arise from the release of the seizure.

· Accidents occurring when the vessel is skippered by a person who is not authorised by the Insured or who does not have the required licence issued by the competent authority, or when such licence has been suspended or has expired, although they have been authorised by the Insured to skipper the vessel.

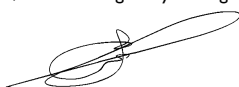
· The vessel itself when used as a permanent home.

The following are not covered in the guarantees taken out in this policy for Total Loss, Theft and Specific Damage:

· Deterioration, wear and tear or depreciation from use, woodworm, or other insects, or as a result of use of waterways due to dryness of the hull, stranding caused by normal tidal currents, neglect in the maintenance of horn buttons or water intakes or similar valves or pipes in contact with water.

· The falling or detachment of outboard motors, unless caused by an accident of those covered by the section

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"Specific faults: In navigation and staying afloat" of these guarantees.

· Mechanical breakdown or breakage of engines and their connections, propeller shaft and rudder, unless it is the result of an accident that is eligible for cover in the section on Specific Damages.

· The transportation of the boat by road when the driver is not in possession of the appropriate driving licence for the vehicle in question and its trailer, unless the driving of the vehicle had no influence on the accident.

· Damage or loss to sails, covers, masts, rigging, fixtures and fittings, unless caused by sinking or wrecking, grounding or running aground, collision, fire or explosion.

· Fishing tackle, diving and scuba diving equipment, unless expressly declared as part of the insurance.

· Personal effects or objects, provisions or consumables and mooring and anchoring elements, as well as the accessories of the vessel during loading and/or unloading operations on land.

· Losses and faults due to inherent defects or wear and tear. This also excludes engine failure caused by deterioration or wear and tear while running.

6.5.1.-COVID-19 EXCLUSION CLAUSE, EPIDEMICS AND PANDEMICS

This insurance contract shall not cover loss, damage, liability or expense directly or indirectly caused by or related to:

· Coronavirus (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) or any mutation or variation of SARS-CoV-2;

· Pandemic or epidemic, when declared as such by the World Health Organization or by any governmental or health authority.

6.5.2.-EXCLUSION DUE TO CYBER ATTACK

1. Subject only to the provisions of clause 2 below, in no event shall this insurance cover any loss, damage, liability or expense, directly or indirectly caused by or arising out of the use or operation for the purpose of inflicting damage, of any computer, computer systems, or processes or any other electronic system.

2. Where this clause is included in policies covering risks of war, civil war, revolution, rebellion, insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or persons acting for

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political reasons, Clause I will not result in the rejection of claims (which would otherwise be covered) provided that they arise from the use of computers, computer systems, electronic programs or any other electronic systems used in systems and/or mechanisms for launching, guiding or firing weapons or missiles.

6.6.-EXTRAORDINARY RISKS FOR INJURY TO PEOPLE

6.6.1.-CLAUSE GOVERNING COMPENSATION BY THE CONSORCIO DE COMPENSACIÓN DE SEGUROS

CLAUSE RELATING TO THE COMPENSATION BY THE CONSORCIO DE COMPENSACIÓN DE SEGUROS OF LOSSES RESULTING FROM EXTRAORDINARY EVENTS IN PERSONAL INSURANCE POLICIES

Pursuant to the terms of the consolidated text of the Legal Statute of the Consorcio de Compensación de Seguros (CCS), approved by Royal Legislative Decree 7 of 29 October 2004, the Policyholder of any insurance agreement of the type that compulsorily includes a surcharge payable to the CCS is entitled to arrange coverage of any extraordinary risks with any insurance company that meets the requirements set out in the legislation in force.

Any compensation arising from claim incidents caused by extraordinary events occurring in Spain or abroad, when the Insured Party has his or her usual residence in Spain, shall be paid by the Consorcio de Compensación de Seguros when the Insured Party has paid the relevant surcharges thereto, and one of the following situations arises:

- a) The extraordinary risk covered by the CCS is not covered by the insurance policy taken out with the insurance company.
- b) Even though covered by the said insurance policy, the insurance company's obligations cannot be fulfilled because it has been declared legally bankrupt or is subject to a supervised liquidation procedure or a liquidation procedure managed by the CCS.

The CCS shall act in line with the provisions of the aforementioned Legal Statute, the provisions of Insurance Policy Act 50 of 8 October 1980, the Regulations on Extraordinary Risk Insurance approved by Royal Decree 300 of 20 February 2004, and any complementary provisions.

SUMMARY OF LEGAL REGULATIONS

I. EXTRAORDINARY EVENTS COVERED

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- a) The following natural phenomena: earthquakes and tidal waves; extraordinary flooding, including that caused by wave wash; volcanic eruptions; unusual cyclonic storms (including extraordinary winds in excess of 120 km/h and tornadoes); and falling objects from outer space and meteorites.
- b) Violent events resulting from terrorism, rebellion, insurrection, uprising and popular revolt.
- c) The activities or actions of the armed forces or security forces during peacetime.

Atmospheric and seismic phenomena, volcanic eruptions and falling objects from outer space shall be certified, at the request of the CCS, by means of reports issued by the Spanish National Weather Agency (AEMET), the Spanish National Geographic Institute and other public bodies with expertise in the subject matter. In cases of events of a political or social nature and in the event of damages caused by events or acts of the armed forces or security forces during peace time, the CCS may gather information on the events from the competent jurisdictional and administrative bodies.

2. RISKS EXCLUDED

- a) Damages or claims that are not eligible for compensation under the Insurance Policy Act.
- b) Damage caused to people covered by an insurance policy other than those that include the compulsory surcharge in favour of the CCS.
- c) Damages or claims caused by armed conflict, even when not preceded by an official declaration of war.
- e) Damage resulting from nuclear energy, without prejudice to the provisions of Act 12 of 27 May 2011, on civil liability due to damage caused by nuclear energy or radioactive material.
- g) Damage or claims due to natural phenomena other than those specified in Section I a) above and in particular those produced by rises in the water table, earth movement, landslides, settling, rock fall and similar phenomena, except for those occurring at the same time as and clearly caused by extraordinary flooding due to rainfall.
- f) Damages or claims caused by disturbances occurring in the course of meetings and demonstrations held in accordance with the provisions of Organic Law 9 of 15 July 1983 on the right to gather; and damages occurring during the course of legal strikes, except when said disturbances can be classified as extraordinary events in accordance with Section I b) above.
- g) Damage caused as a result of the Insured Party's bad faith.
- h) Damages or claims occurring before the first premium is paid or when, in accordance with the provisions of the Insurance Policy Act, coverage by the CCS is suspended or when policy coverage is terminated owing to non-payment of premiums.
- i) Any claim incidents that, given their magnitude and severity, are classified by the national government as a "national catastrophe or disaster".

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3. EXTENSION OF COVER

1. Cover for extraordinary risks shall extend to the same people and insured amounts established in the insurance policies for the purposes of covering ordinary risks.
2. In life insurance policies that, under the terms of the Policy and pursuant to the rules governing private insurance, generate a mathematical provision, coverage by the CCS shall relate to the capital at risk for each Insured Party, that is to say, the difference between the sum insured and the mathematical provision that the issuing insurance company should have set aside. The amount corresponding to the said mathematical provision shall be paid by the aforementioned insurance company.

NOTIFICATION OF DAMAGES TO THE CONSORCIO DE COMPENSACIÓN DE SEGUROS (CCS)

1. Application for compensation for damages whose coverage corresponds to the CCS shall be made by means of notification of the CCS by the Policyholder, the Insured Party or the beneficiary of the policy, or by the legal representative of the aforementioned parties, or by the insurance company or insurance broker with whom the insurance was processed.
2. Damages may be reported and any information regarding the procedure and the status of claims may be received as follows:
 - by calling the Customer Service Centre of the CCS (+34 900 222 665 or +34 952 367 042)
 - via the CCS website (www.consorsegueros.es)
3. Appraisal of Damages:
The CCS shall appraise the compensable damages pursuant to the legislation on insurance and the provisions of the insurance policy and shall not be bound by any appraisals made by the insurance company that has provided cover for ordinary risks.
4. Payment of Compensation:
The CCS shall pay the compensation to the beneficiary of the insurance policy by bank transfer.

6.7.-OPTIONAL INCLUSION AGREEMENTS

6.7.1.-DIMINISHING DEDUCTIBLES

The deductible stated in the policy schedule for the specific breakdown cover will decrease by 25% per year, if no claim affecting this cover has been declared during the period between the effective date and the expiry of each insurance year.

The 25% annual deduction will be calculated on the amount of the initial deductible established in the policy.

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In the event of a claim being declared in the second or successive insurance annuities, the amount deductible for the following annuity would be that initially established in the policy. At the end of this period and provided that a new claim is not declared, the right to the reduction in the successive annuities would be reinstated.

6.7.2.-EXCLUSION AND LIMITATION SANCTIONS

The Insurer will be released from any responsibility and/or obligation and consequently will not be obliged to provide coverage nor will it have any responsibility or obligation to pay any amount related to an accident or any claim or to grant any benefit or benefit under or derived from this policy. , when or to the extent that providing said coverage, paying said loss or claim or granting said benefit or benefit may expose the Insurer to any type of sanction, prohibition or restriction based on United Nations resolutions or regulations, laws, economic sanctions or of commerce imposed by the European Union, the United Kingdom or the United States.

6.7.3.-NAVIGABLE WATERS COVERED BY THIS POLICY

The insurance cover extends to cover covered losses occurring in the Mediterranean Sea and in the navigable area between the Spanish and/or Portuguese and/or French coastline up to Calais and the miles from shore declared in the Special Conditions of your policy schedule, as well as crossings between the Iberian Peninsula and the Canary Islands.

In the event that marshes and rivers are declared as navigable areas, these will be included within Spanish territory only.

The navigable area of the insured vessel will be limited to that regulated and authorized by the regulations and/or competent maritime and waterway authorities for a vessel of its class, provided this area is of a lesser extent.

6.7.4.-CRITERIA FOR ASSESSING CLAIMS

The sum insured for the boat corresponds to its value as new when it is less than two years old from when built, or to its actual cash or market value if it is older.

When assessing claims, it will be taken into account that repairs will be assessed in accordance with their actual cost, without any claim for depreciation or for any other cause being admitted.

Total losses will be compensated as new for old (replacement)
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value for boats less than two years old, and at actual cash value immediately prior to the loss of the boat, for boats acquired second hand or with an age of more than two years.

If at the time of loss, it is found that the sum insured is more than 15% lower than the value as new or market value of the vessel in accordance with the above paragraphs, the Insurer will pay an indemnity for the damage in the same proportion as the declared value covers the insured interest (proportional rule).

The Insurer may consider a loss to be a total loss when the estimated cost of repairing the damaged vessel exceeds 75% of its actual cash value or value as new, according to the aforementioned age, in which case the loss shall be settled at that value, less assessment of the wreckage, which shall remain the property of the Insured.

If the parties agree at any time on the amount and form of indemnity, the Insurer must pay the agreed sum or carry out the necessary operations to repair or replace the insured vessel.

7. ACKNOWLEDGE AND ACCEPT

The undersigned hereby acknowledges that they have received, read and thoroughly checked these Special Terms and Conditions to be signed comprising the number of pages as stated at the end of this document in addition to the General Policy Terms and Conditions of this policy issued with the following annexes:

Special Terms and Conditions; document: **EFP0092050745150005**.

General Policy Terms and Conditions; document: **C.G. MOD. 709-07-22-EN**.

hereby agree to that stated within and fully aware of both the conditions limiting risk and the exclusions and limits to them, which are specifically highlighted in bold.

Issued Barcelona **07 March 2025**

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