

# INSURANCE Vessels

COMPRISING  
SPECIAL TERMS AND CONDITIONS  
GENERAL POLICY TERMS AND CONDITIONS

OF THE  
**POLICY** Pleasure craft  
UNDERWRITTEN BETWEEN  
**DEAN FLOYD**  
AND  
**FIATC Mutua de Seguros y Reaseguros**

<b>POLICY No.</b>	0092-5061147-18
<b>TYPE OF POLICY</b>	Single location
<b>TYPE</b>	Multirisk vessels
<b>EFFECTIVE DATE</b>	13.04.2024
<b>TERM</b>	Annual renewable
<b>BROKER</b>	MENGUAL IVARS, GONZALO (34403)
<b>ZONE</b>	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](http://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](http://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](http://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](mailto: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					
<b>Quote number</b>	<b>Effective date</b>	<b>Expiry date</b>	<b>Term</b>		
0092-5061147-18	Day:13.04.2024 Time:00:00	Day:13.04.2025 Time:00:00	Annual renewable		
<b>Supplement and reason for</b>	ANNUAL RENEWAL OF CONTRACT				
<b>Policies replaced</b>					
DETAILS OF POLICYHOLDER					
<b>Name</b>	DEAN FLOYD				
<b>N.I.F./C.I.F</b>	X3753554T				
<b>Address</b>	L'AVUIRTARDA 26				
<b>Post code Town / City</b>	03738 COSTA NOVA				
<b>Province</b>	ALICANTE				
<b>Telephone number</b>	+44 831830385				
<b>Email</b>	dean@chigwellgroup.co.uk				
DETAILS OF BROKER					
<b>Name</b>	MENGUAL IVARS, GONZALO				
<b>N.I.F./C.I.F.</b>	85082178A (Exclusive insurance agent)				
<b>Address</b>	CR NACIONAL 332 KM 181,5				
<b>Post code Town / City</b>	03725 TEULADA				
<b>Province</b>	ALICANTE				
<b>Telephone number</b>	965741211				
INSURER					
<b>FIATC MUTUA DE SEGUROS Y REASEGUROS</b>					
DETAILS OF THE PREMIUM (Amount in euros)					
<b>Method of payment</b>	Annual				
<b>Payment address</b>	Direct debit: IBAN ES24 2100 9015 2507 0107 6711				
<b>Total annual premium</b>	7.805,69				
INSURANCE PERIOD	NET PREMIUM	CONSORCIO	TAXES	MUTUAL FUND	TOTAL PREMIUM
13.04.2024 - 13.04.2025	7.054,01	0,43	574,90	176,35	7.805,69

This entire contract document is only valid prior payment of the stipulated insurance premium, 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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The Policyholder



SPECIAL TERMS AND CONDITIONS

5. INFORMATION ON THE GOODS TO BE COVERED

Characteristics of the risk (According to information provided by the Policyholder)	
<b>Description of the boat</b>	Make / Model: SEALINE F430. Licence number: SSRI90127. Serial number: DE-SILHF045I223.
<b>Details of the boat</b>	Vessel name: CHIGWELL GROUP LONDON. Type: Engine / dinghy. Flag: Other countries. National flag: UK. Year built: 2023.
<b>Type of boat</b>	Maximum number of passengers licenced to: 12. Length: Up to 15 metres. Number of engines: 02. total output HP: Up to 1,000 HP. Composition of hull: Polyester and fibreglass.
<b>Use of boat</b>	Use: Private. Participation in regattas /competitions : Non-participation in regattas /competitions. Navigation area: Up to 200 nautical miles out.
<b>Location of mooring</b>	Port where moored: C. N. de Moraira (Moraira Teulada). Port authority: Alicante. Lay up location: Private mooring.

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	824.743,00	
Accessories	25.000,00	
Personal belongings	10.000,00	

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
<b>Civil liability:</b>		
<b>Compulsory Civil liability (RD 607/1999, 16th April)</b>	<b>Included</b>	
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	
<b>Voluntary Civil liability</b>	<b>Included</b>	
Maximum limit for indemnity per claim	663.433,22	
<b>Defence costs for Civil liability</b>	<b>Included</b>	
<b>Damage claims</b>	<b>Included</b>	
<b>Damage to the vessel</b>		
Total loss	Included	
Theft	Included	
Specific breakdowns	Included	0,30% min 150 €
Institute Yacht Clauses (IYC)	Included	0,30% min 150 €
<b>Damage to Personal belongings</b>	<b>Included</b>	<b>150 €</b>
<b>Personal accident</b>	<b>Included</b>	
Cover for all occupants declared aboard except skiers	Included	
Accidents to water-skier while skiing	Included	
Sums insured per person insured on board:		
- Death	12.000,00	
- Permanent disability	12.000,00	
- Healthcare assistance	3.000,00	

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The Policyholder



SPECIAL TERMS AND CONDITIONS

5. INFORMATION ON THE GOODS TO BE COVERED

Assistance guarantees (amounts in euros)	Insured amounts and limits	Excesses
<b>Assistance at sea</b>	<b>Included</b>	
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	
<b>Healthcare assistance</b>		
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	
<b>Services provided for people</b>		
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	
<b>Extraordinary risk. Insurance indemnity Board</b>	<b>Included</b>	
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**

Policyholder and authorised personnel

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The Policyholder



SPECIAL TERMS AND CONDITIONS

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)**

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

**LIST OF PERSONAL EFFECTS DEFINED AS INSURED PROPERTY**

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

DESCRIPTION	SUM INSURED
Musical , TV, video, photo equipment	10.000,00

**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	10.000,00
Windlasses and similar	5.000,00

Clause 19 of the Institute Yacht Clauses is hereby repealed.

**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

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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**

**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

The Policyholder



## SPECIAL TERMS AND CONDITIONS

## 6. CONDITIONS OF COVERAGE

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 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  
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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 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.

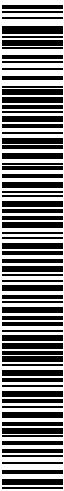
**Actual cash value:** The market value of the insured vessel, in its conditions of use and wear and tear, at the time immediately prior to the occurrence of the loss.

**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  
The Policyholder



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SPECIAL TERMS AND CONDITIONS

6. CONDITIONS OF COVERAGE

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 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.

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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 EUROSAF.

**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:

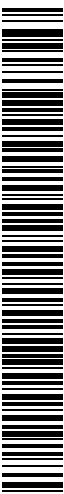
- Is not specially designed, constructed, or adapted for racing and belonging to a class defined as such by national or international federations.
- Is not participating in official regattas.

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**  
The Policyholder



SPECIAL TERMS AND CONDITIONS

6. CONDITIONS OF COVERAGE

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 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**

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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.

**6.3.2.-VOLUNTARY CIVIL LIABILITY**

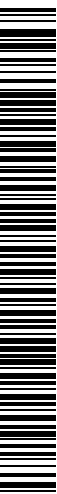
**A.- What this policy covers you for**

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**  
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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 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.

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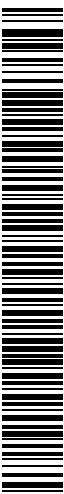
- Claims arising from damage caused by civil or international war, riot or civil uprising or disturbances, terrorism and other extraordinary events.
- When the insured vessel is transported by land, this insurance does not include cover for the risks and liabilities provided for in the Law on Use and 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 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  
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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.

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.-INSTITUTE YACHT CLAUSES

INSTITUTE YACHT CLAUSES

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This insurance contract is subject to Spanish law and customs.

Definitions

1 - VESSEL

The word vessel comprises the hull, machinery, boat(s), rigging and equipment, as would normally be sold with them in the event of a change of ownership.

2 - NORMAL ON THE WATER AND WHEN VESSEL IS LAID UP

2.1 This policy covers the vessel for the following under the terms of this insurance:

2.1.1 While in commission at sea, or in inland waters, or in port, at docks, piers, marinas, in slipways, jetties, pontoons, or on land or mud, or in a place of storage ashore, including hoisting or hauling and launching, with permission to go out or sail with or without pilots, to make trial voyages; and to assist or to tow ships or vessels in distress, or as may be required, however this excludes the vessel from being towed unless where it required or where assistance is needed, nor is it permitted to accept salvage or engage in towing services under contract previously arranged by the Owners, Masters, Managers or Charterers.

2.1.2 In lay-up out of active service in dry dock as set out in Clause 4 below, including hoisting or towing and launching, while being moved in dockyards or marina, dismantling, outfitting, repair, or normal maintenance, or while under survey, (including also entering and leaving dock and periods of inactivity afloat incidental to dry dock or equipped and permitted to be towed to or from its place of dry dock, never outside the limits of the port or place where the ship is laid up), unless prior notice is given to the Underwriters and an additional premium is agreed as required, in addition to any period when the ship is used as a floating residence or undergoing major repairs or structural alterations

2.2 Notwithstanding the provisions of Clause 2.1 above, rigs and equipment, including outboard engines, are covered under the terms of this insurance whilst in storage or being repaired ashore.

3 - NAVIGATION GUARANTEES AND CHARTERING CONTRACT

3.1 Sailing outside the limits set out in the policy is not covered, but if prior notice is given to the Insurer, it may be covered on such terms as both parties agree.

3.2 The vessel is to be used exclusively for private recreational purposes and not for charter or reward, unless specially agreed by the Insurer.

4 - LAY UP CLAUSE

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Cover is included during any period the boat is out of the water laid up in dry dock as per the conditions as laid down in this policy, but if prior notice is given to the Insurer, terms of cover may be adjusted accordingly upon mutual agreement.

5 - SPEED CLAUSE

5.1 It is ensured that the maximum design speed for the vessel, or for the carrier vessel in the case of a vessel with dinghy(s), shall not exceed 17 knots.

5.2 Where the Insurer has agreed to remove this cover, the conditions in Clause 19 for Fast Craft below will apply.

6 - CONTINUED COVER

If this policy expires while the vessel is at sea or in distress, or in a port of refuge or port of call, it will continue to be covered, provided that urgent notice has been given to the Insurer, for a premium to be negotiated, until it is safely anchored or berthed at its next port of call.

7 - ASSIGNMENT CLAUSE

No assignment of this Policy or any interest therein or any money which may be or become payable hereunder shall take place without the prior written agreement of the Insurer who shall have the right in their absolute discretion to give or refuse such consent without reason and upon such terms as they think fit. Any purported assignment without such consent shall be null and void and shall not be binding upon or recognised by the Insurer.

This also applies in cases where such assignments are filed prior to the payment of any claim or premium refund hereunder.

8 - CHANGE OF OWNERSHIP

This clause 8 shall prevail over any other to the contrary, whether handwritten, typed or printed in this insurance.

8.1 If the vessel is sold or transferred to a new owner, or, where the vessel is owned by a Company, if there is a change in the control of the interest(s) of the Company, then, unless the Insurer agrees in writing to the continuation of the Insurance, the Insurance will be cancelled as from the time of such sale, transfer or change and the Premium will be payable on a daily net pro-rata basis calculated on the Premium charged while the vessel is in service or inactive.

8.2 However, if at the time of sale or transfer the vessel has left its berth or is at sea, the cancellation of the Policy will be suspended until arrival at port or place of destination, if so required by the Insured.

9 - RISK CLAUSES

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Subject always to the exclusions of this insurance policy:

9.1 This insurance covers loss of or damage to the insured vessel caused by:

- 9.1.1 hazards present for seafaring vessels, those in rivers, lakes or other navigable waters
- 9.1.2 fire
- 9.1.3 jettison
- 9.1.4 piracy
- 9.1.5 Collision with dock or port equipment or facilities, means of land transport, aircraft or similar objects or objects falling therefrom.
- 9.1.6 earthquakes, volcanic eruptions or lightning

9.2 And provided that such loss or damage does not result from the Insured's, Owners' or Managers' lack of due diligence, this insurance covers:

- 9.2.1 loss of or damage to the insured vessel caused by:
  - 9.2.1.1 accidents while loading, unloading or transferring supplies, gear, equipment, machinery or fuel
  - 9.2.1.2 explosions
  - 9.2.1.3 malicious acts
  - 9.2.1.4 theft of the entire vessel or its boat(s), outboard engine(s) provided they are securely attached to the vessel or its boat(s) by some anti-theft mechanism in addition to their normal means of fixture, or where as a result of forced entry to the vessel or to the place of storage or repair, machinery, including outboard engines, gear or equipment, is stolen.
- 9.2.2 loss of or damage to the that insured, except engine and connections (other than the cross braces, shaft or propeller), electrical equipment, batteries and connections, caused by:
  - 9.2.2.1 latent hull or machinery defects, broken shafts or boiler bursting (excluding the cost and expense of replacing or repairing the defective part, broken shaft or burst boiler)
  - 9.2.2.2 negligence of any person whatsoever, but excluding the cost of correcting any defect resulting either from negligence or breach of contract in respect of any repair or alteration work carried out at the Insured's and/or the Owners' expense or in respect of the maintenance.
- 9.3 this insurance covers the cost of inspecting the hull after running aground, if such expense is reasonably incurred for that sole purpose, even if no damage is found.

10 - EXCLUSIONS

This policy does not cover you for the following:

- 10.1 Outboard engines coming loose or falling off
- 10.2 Tenders or utilitarian craft of the vessel with a maximum design speed in excess of 17 knots, unless such boats are specially covered under this policy subject to the conditions of Clause 19 for Fast Craft below, or while on board the carrier vessel or stationary ashore.
- 10.3 The vessel's tenders or auxiliary vessels which are not permanently marked with the name of the carrier vessel.

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**10.4 Sails and protective covers (waxing) torn by the wind or torn off when being launched, unless as a result of damage to the spars to which they are attached, or caused by grounding of the vessel or collision or contact with any foreign body (including ice) and other than water.**

**10.5 Sails, masts, spars, tackle, cross braces or rigging involving the vessel in a race, unless the loss or damage is due to the vessel sinking, running aground, being burned, set on fire, collided with, or colliding with any foreign body (including ice) and other than water.**

**10.6 Personal effects**

**10.7 Provisions for consumption, fishing or mooring gear**

**10.8 Coatings and repairs thereof, unless the loss or damage was caused by the ship running aground, sinking, burning, fire, crashing into or collision with any foreign body (including ice) other than water**

**10.9 Loss or expense incurred in correcting a design or construction deficiency or any expense or cost incurred in improving or modifying the design or construction**

**10.10 Machinery and connections (other than the cross brace, shaft or propeller), electrical equipment and battery and their connections, where the loss or damage is caused by a storm, unless the loss or damage is caused by sinking or capsizing of the vessel; but this Clause 10.10 shall not exclude damage or loss caused by grounding of the vessel or by collision or contact of the vessel with another vessel, quay or jetty.**

**11 - THIRD PARTY LIABILITY CLAUSE**

This clause shall only apply where an amount for this clause is stated in the policy.

11.1 The Insurer hereby agrees to indemnify the Insured for any amount they may be liable to pay in interest on the Insured vessel which arises from accidents occurring during the term of this insurance in respect of:

11.1.1 Loss of or damage to any other vessel or property whatsoever

11.1.2 Loss of life, personal injury or illness, including payments made for lifesaving, that took place on or near the vessel insured or any other vessel

11.1.3 Any attempted or actual refloating, removal or destruction of the wreck of the Insured vessel or its cargo or any abandonment or failure to refloat, remove or destroy the vessel.

**11.2 COVERAGE OF LEGAL COSTS**

The Insurer will also pay the following, provided that prior written consent has been obtained:

11.2.1 Legal costs incurred by the Insured or which the Insured may be required to pay in respect of proceedings to determine

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liability or the limitation of liability

11.2.2 The costs of representation in any legal proceedings or investigation into any fatal accident.

**11.3 SISTER VESSELS**

Should the vessel insured collide with or receive salvage services from another vessel owned in whole or in part by the same owners or under the same management, the Insured shall have the same rights under this policy as if the vessel were wholly owned by a third party unconnected to the vessel herein insured; but in such cases the liability for the collision or the amount payable for services rendered shall be submitted to a sole arbitrator appointed by mutual agreement between the Insurer and the Insured.

**11.4 NAVIGATION OF THE VESSEL BY THIRD PARTIES**

The terms of this Clause 11 shall extend to any person sailing or in charge of the Insured vessel with the authority of the Insured named in this insurance policy (excluding those acting on behalf of, or employed by, a building yard, marina, repair shop, slipway, slipway, dry dock, yacht club, sales agency or similar organisation) and who, while sailing or in charge of the vessel and as a result of any accident covered by this Clause 11, is liable to pay any amount to anyone other than the Insured named in this insurance. Nevertheless, indemnity under this Clause is not intended for the benefit of the Insured, but to the person sailing or in charge of the vessel as described above upon the written request of the Insured. This extension will in no way increase the liability of the Insurer beyond the limitations imposed by Clause 11.8 below, and, this extension is subject to the remaining terms, conditions and guarantees of this insurance.

In no way is this clause to be understood as invalidating the provisions of clause 3.2 above.

**11.5 WRECK REMOVAL**

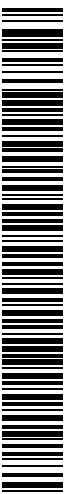
This insurance policy also covers the expenses of the removal of the wreck of the insured vessel from any place owned, leased or occupied by the Insured, prior deduction of salvage costs.

**11.6 WHAT YOU ARE NOT COVERED FOR IN THE LIABILITY SECTION**

**Notwithstanding the terms of this Clause (11), this insurance policy does not cover liability for cost or expenses arising as a result of:**

**11.6.1 Any direct or indirect payment made by the Insured under the worker indemnity or employer liability laws and any other statutory or common law relating to accidents or sickness of employees / crew or any person employed in any capacity by the Insured or by any person**

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to whom this insurance covers by virtue of the terms of Clause 11.4 above, who may be connected in by the abovementioned arrangements to the vessel, its cargo, materials or repair insured.

**11.6.2 Any boat or tender belonging to the vessel and having a maximum design speed in excess of 17 knots, unless such a boat is specially covered hereunder and subject to the conditions of Clause 19 for Fast Craft inserted below, or while on board the carrier vessel or while stationary ashore.**

**11.6.3 Any liability to or incurred by any person water skiing or aquaplaning, while being towed by the vessel or preparing to be towed or after being towed to safety on board or on land.**

**11.6.4 Any liability to or incurred by any person engaged in any sport or activity, other than water skiing or aquaplaning, while being towed by the vessel or preparing to be towed or after being towed to safety on board or on land.**

**11.6.5 Punitive or exemplary damages, regardless of how they may have been assigned.**

**11.7 WATER-SKIER LIABILITY**

If clause 11.6.3 and/or clause 11.6.4 above is deleted, the liabilities in such clause(s) shall be covered, subject always to the guarantees, conditions and limits of this insurance.

**11.8 LIMITS TO LIABILITY**

The Insurer's liability under this Clause 11 in respect of one or more accident arising from a sole event will in no event exceed the sum stated for this purpose in the policy conditions, but where the Insured's liability has been contested with the Insurer's written consent, they will also pay an equal proportion of the costs which the Insured has incurred or is required to pay.

**12 - DEDUCTIBLES AND FRANCHISES**

12.1 No claim arising out of a risk covered will be paid out under this insurance unless the aggregate of such claims arising out of each of the accidents or loss events (including claims under Clauses 11, 14 and 15) exceeds the amount stated for such risks in the policy, in which case such sums shall be deducted. This Clause 12.1 will not apply to a claim for total loss or constructive total loss of the vessel, even if there are claims linked under Clause 15, arising from the same accident or loss event.

12.2 Prior to the application of Clause 12.1 above and in addition to this, deductions may be made at the Insurer's discretion, from new to old, where the amount of the deductible will be no more than one third of the amount for loss or damage to:

12.2.1 protective covers, sails and movable rigging  
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12.2.2 outboard engines whether or not they are separately insured under this insurance policy.

**13 - NOTIFICATION OF CLAIMS AND ESTIMATES**

13.1 Immediate notice must be given to the Insurer in the event of a loss which may give rise to a claim under this insurance policy. Moreover, any theft or malicious damage must also be immediately reported to the police.

13.2 If loss or damage has occurred, notice must be given to the Insurer before any assessment of damages and if the vessel is abroad, then it is necessary to contact the nearest Lloyd's Agent, in order that a claims assessor may be appointed to represent the Insurer, if so required.

13.3 The Insurer will have the right to decide the port to which the vessel must be taken to for dry-docking or repair (the actual additional cost of the voyage resulting from compliance with the Insurer's requirements being paid to the Insured) and the Insurer will have a right of veto over the place of repair or the company undertaking repair of the vessel.

13.4 The Insurer may also request or require quotations to be provided for the repair of the vessel.

**14 - SALVAGE COSTS**

Unless otherwise expressly provided for in this insurance, salvage charges incurred to prevent a loss from one of the risks covered will be reimbursed as a loss from such events.

**15 - OBLIGATIONS OF THE INSURED**

15.1 In any event of loss or damage it is the duty of the Insured, their employees and agents to take such steps as may be reasonable in order to prevent or reduce a loss which is recoverable under this insurance policy.

15.2 Subject to the following provisions and Clause 12, the Insurer will contribute towards the expenses properly and reasonably incurred by the Insured, their employees or agents for such measures. However, under this Clause 15 major breakdowns, salvage costs, legal defence costs or collision claims and expenses incurred by the Insured in contesting liability covered by Clause 11.2. are not recoverable or to be reimbursed.

15.3 The Insured will give the Insurer all possible assistance in obtaining information and evidence in the event that the Insurer wishes to take legal proceedings at their own expense and own benefit on behalf of the Insured to recover compensation or secure indemnity from third parties in respect of any item covered by this insurance policy.

15.4 Measures taken by the Insured or the Insurer for the purpose of safeguarding, protecting or recovering the object of this insurance will not be considered as a waiver or acceptance of abandonment or will in any way prejudice the rights of either party.

15.5 The amount recoverable under this Clause 15 shall be in  
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addition to the loss otherwise recoverable under this insurance policy, but in no event shall the amount recoverable under Clause 15.2 exceed the amount that the vessel, object of this policy is insured for.

**16 - UNREPAIRED DAMAGE**

16.1 Calculation for indemnity payments arising from claims for unrepaired damage will be based on the reasonable depreciation of the market value of the vessel at the time this insurance policy expires resulting from such unrepaired damage, but not exceeding the reasonable costs of repair.

16.2 In no event will the Insurer be liable for damage not repaired if a constructive total loss (whether or not covered by this insurance) subsequently occurs during the period covered by this insurance policy or any extension of it.

16.3 The Insurer will also not be liable for unrepaired damage in excess of the insured value upon expiry of this policy.

**17 - CONSTRUCTIVE TOTAL LOSS**

17.1 In determining whether the vessel can be considered a constructive total loss - total write off, the insured value will be taken as the value of the repaired vessel. The value of the damaged or wrecked vessel or its wreck will not be taken into account.

17.2 No claim for constructive total loss, based on the cost of salvaging and/or repairing the vessel, shall be recoverable unless such cost exceeds the insured value. In making this determination, only the cost relating to a single accident or sequence of damages arising out of the same event shall be taken into account.

**18 - DISBURSEMENT GUARANTEE**

No amount per policy shall be insured as proof of interest or total or partial admitted, on behalf of the Insured for loans or repayments, commissions, profits or other interests or deductibles or increase in the value of the hull or machinery, regardless of how they may be designated, unless the insured value of the vessel exceeds the sum of 50,000 EURO, in which case it must not exceed 10% of the total amount insured in respect of the vessel as stated in the policy.

It is understood that any breach of this guarantee cannot be used to provide the Insurer with any defence against a claim by borrowers who have accepted this insurance without knowledge of such breach.

**19 - FAST CRAFT CLAUSE**

**APPLICABLE OF THIS CLAUSE PREVAILS OVER ANY CONTRARY PROVISION OF THE PRECEDING CLAUSES**

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19.1 For this policy clause to be valid, when the vessel Insured by this policy is in commission, the Insured named in the policy or other competent person(s) must be on board and in control of the vessel.

19.2 No claim shall be admissible in respect of loss or damage to the vessel or liability for third parties nor the costs of any salvage service:

19.2.1 when caused by or arising from the vessel running aground, sinking, flooding or breaking its moorings, while berthed or at anchor unattended on an unprotected beach or coastline

19.2.2 where arising while the vessel is participating in races or speed trials, or any similar event

19.3 No claims will be admitted for rudder, cross brace, shaft or propeller loss or damage:

19.3.1 As per clauses 9.2.2.1 and 9.2.2.2:

19.3.2 for any loss or damage caused by storm, water or contact other than with another vessel, quay or jetty, however this clause 19.3.2 shall not exclude damage caused to the vessel by capsizing in storms.

19.4 If the ship is fitted with inboard machinery, this insurance policy shall not cover any claim caused by or arising from fire or explosion unless the ship is fitted with an automatic fire-extinguishing system in the engine room or engine compartment, fuel tank and galley area, and operated or having controls in the cockpit or bridge, being both properly installed and maintained in efficient serviceable condition.

**20 - CANCELLATION AND EXTENSION TO PREMIUMS**

This insurance may be terminated by the Insurer at any time provided that 30 days' notice is given to the Insured or by mutual agreement, the premium being payable on a net pro-rata daily basis calculated on the premium charged while the vessel was in commission or laid up.

**THE FOLLOWING CLAUSES SHALL BE OF AN IMPERATIVE NATURE AND PREVAIL OVER ANY OTHER CONDITION ESTABLISHED IN THIS INSURANCE POLICY AND CONTRARY TO THEM**

**21 - EXCLUSION FOR CASES OF ARMED CONFLICT**

**In no event shall this insurance cover loss, damage, liability or expense caused by:**

21.1 war, civil war, revolution, rebellion, insurrection, or civil uprising arising therefrom, or by any hostile act on the part of or against a belligerent power

21.2 capture, seizure, arrest, restraint or detention (except fraud and piracy), and the consequences of any such acts or any attempt thereof

21.3 abandoned mines, torpedoes, bombs or other

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devices of war.

**22 - EXCLUSION FOR STRIKES OR POLITICAL EVENTS**

In no event shall this insurance cover loss, damage, liability or expense caused by:

- 22.1 strikers, lock-outs, or due to persons participating in labour orientated disturbances such as picketing, riots or civil unrest
- 22.2 terrorism or any person acting for political reasons.

**23 - EXCLUSION FOR NUCLEAR EVENTS**

In no event shall this insurance cover any loss, damage, liability or expense arising from:

- 23.1 any atomic or nuclear fission and/or fusion weapon or other similar radioactive reaction or force or matter
- 23.2 ionic radiation or contamination by radioactivity from nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- 23.3 the radioactive, toxic, explosive or other hazardous properties of any nuclear explosive system, or of any nuclear compound thereof.

**6.4.2.-PERSONAL BELONGINGS**

**A.- What this policy covers you for**

Subject to the economic limits, terms and conditions set out in the contract, you are covered for damage caused to personal effects (as defined in the Definitions section) on board the insured vessel up to the maximum amount stated in this policy schedule.

This FIRST RISK cover shall only give rise to indemnity in the following cases:

- Total Loss subsequent to that of the insured vessel.
- Damage as a direct consequence of a particular breakdown of the insured vessel caused by any of the events listed in the Total Loss, Theft and Specific Damages section.
- Theft.

**B.- Exclusions to the Personal Belongings Coverage**

In addition to the risks not insured in the general conditions for all damage guarantees, you are not covered for the following:

- Theft committed by relatives of the Insured or by people who live with them and/or are dependent on them, as well as theft caused by bad faith or gross negligence on the part of the Insured, the Policyholder

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or people who live with them and/or are dependent on them.

- Theft, understood as the taking of the insured property against the will of the Insured, without the use of force or violence to things, or intimidation or violence to persons.
- Thefts that have not been reported to the competent authority as soon as possible from the date they happened or from the date on which the Insured became aware of them.
- Merchandise, coins, bank notes, travel tickets, stamp collections, securities of any kind, identity documents and in general all documents or securities on paper, credit or debit cards.
- Silver, furs, paintings, works of art, antiques, jewellery, precious stones, gold and platinum objects, whether or not plated.

**6.4.3.-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.

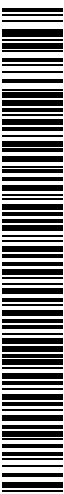
A.2.-For the purposes of this guarantee, the following are defined as:

- 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 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

The Policyholder



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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, 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**

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**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%.
  - 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.

The Policyholder



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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 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.

**6.4.4.-NAUTICAL ASSISTANCE FOR RECREATIONAL CRAFT**

**A.-What this policy covers you for and definitions**

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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 skippering the vessel.

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

An original of the Special Terms and Conditions of the contract has been issued for the Policyholder to keep and the other to sign and return to the Insurer.



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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**

**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**

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**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.
- 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**  
The Policyholder



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**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.**

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:

- a) The cost of emergency transport to the healthcare centre.

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- b) Medical and surgical fees and expenses.

- c) Hospital expenses.

- d) The cost of medicines prescribed by the medical team the Insured.

- e) 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.**

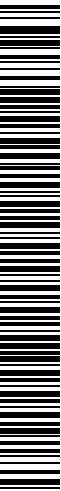
**3.3. Medical Consultation helpline: General practitioners will attend to requests for information and medical advice required by insured parties. (Not diagnosis)**

**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.

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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 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

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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:

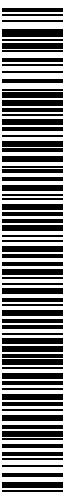
- a) Recreational craft registered more than 30 years ago for the first time in the event of a breakdown.
- b) Motor vessels known as "off shore".
- c) With regard to cover 1.2. "Hotel accommodation expenses", they will not be applicable when the port to which the damaged or broken down recreational 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

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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 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.

**6.5.-RISKS NOT INSURED IN GENERAL TERMS**

**In compliance with Compulsory Civil Liability coverage which is governed by specific laws and regulations, the**  
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**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 skipping the vessel is under the influence of alcoholic 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

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An original of the Special Terms and Conditions of the contract has been issued for the Policyholder to keep and the other to sign and return to the Insurer.



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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 "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 political reasons, Clause 1 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.

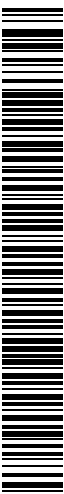
6.6.-EXTRAORDINARY RISKS FOR INJURY TO PEOPLE

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  
The Policyholder

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6. CONDITIONS OF COVERAGE

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**

- 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.

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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".

**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.

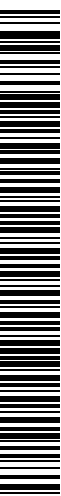
2. In life insurance policies that, under the terms of the Policy and pursuant to the rules governing private insurance, generate a mathematical provision, coverage by the CCS shall relate to the capital at risk for each Insured Party, that is to say, the difference between the sum insured and the mathematical 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.

The Policyholder

An original of the Special Terms and Conditions of the contract has been issued for the Policyholder to keep and the other to sign and return to the insurer.



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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](http://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.

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.-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,  
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provided this area is of a lesser extent.

**6.7.3.-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) 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.

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

The Policyholder

An original of the Special Terms and Conditions of the contract has been issued for the Policyholder to keep and the other to sign and return to the Insurer.



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## SPECIAL TERMS AND CONDITIONS

**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: **EFP0092050611470018**.

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 **12 March 2024**

Fiatc, Mutua de Seguros y Reaseguros



The Policyholder

