



**ZURICH**<sup>®</sup>

# Flexiflite Insurance

## Domestic pleasurecraft section

### Specific definitions

1. Vessel means the vessel named in the schedule comprising the hull, superstructure, fittings, electrical machinery, engines, inboard motors, dinghies, gear and equipment (not electronic equipment) such as would normally be sold with the vessel as one unit.  
Outboard motors, tenders, launching dollies / trolleys and trailers and any radios, echo-sounders and similar type navigation and/or navigational and/or electronic equipment, any covers and safety equipment are not included unless separately declared and valued in the schedule or by endorsement.
2. Complete vessel means the hull, superstructure, fittings, machinery, engines, motors, dinghy, gear and any radar and equipment as would normally be sold as one unit.
3. Private residence means the insureds' permanent home including all land within its boundaries.
4. Replacement value of the vessel means the
  - (a) new replacement cost where the vessel is less than 4 years in age.
  - (b) reasonable market value where the vessel is older than 4 years.
5. In commission means the period when the vessel is available for immediate use.
6. Semi-rigid vessel means a vessel using pontoons, made of rubber or other material, which are inflated under pressure with a rigid hull.

### Sub-section 1 - Loss of or damage to the vessel

#### Indemnity to the insured

1. The company will by payment or at its choice by repair or replacement indemnify the insured in respect of damage caused by a defined event. Repair or replacement shall be as close to the original specification as possible but the company shall not be expected to achieve an exact restoration.
2. The company's maximum liability is the sum insured stated in the schedule or the replacement value of the vessel at the time of such loss or damage, whichever is the lower.
3. If the sum insured on the vessel is less than her replacement value at the time of damage the insured will be considered as being their own insurer for the difference and will bear a rateable proportion of the loss.

#### Defined events

Damage to the vessel caused by external accidental means, including

1. perils of the seas, rivers, lakes or other navigable waters.
2. fire.
3. jettison.
4. piracy.
5. collision with dock or harbour equipment or installation, land conveyance, aircraft and other aerial devices or articles dropped from them.
6. earthquake.
7. lightning.
8. accidents in loading discharging or moving stores, gear, equipment or machinery.
9. explosion.
10. theft of
  - (a) the vessel.
  - (b) the outboard motor provided it is securely locked to the vessel by an anti-theft device in addition to its normal method of attachment.
  - (c) machinery including outboard motors gear or equipment following upon forcible and violent entry into or exit from the vessel or place of storage or repair.
  - (d) the trailer whilst parked without the vessel.
11. loss of or damage to the vessel excluding electrical equipment, batteries and connections, motors and connections (but not strut shaft or propeller), caused by
  - (a) latent defects in hull or machinery.
  - (b) breakage of shafts or bursting of boilers (excluding the cost and expense of replacing or repairing the broken shaft or boiler).
  - (c) the negligence of any person whatsoever but excluding the cost of repairing any defect resulting from either negligence or breach of contract in respect of any repair or alteration work.

12. the cost of sighting the bottom after a grounding if reasonably incurred for that purpose even if no damage be found.
13. loss of or damage to personal effects in the event of the vessel being stranded, sunk, burned or in a collision.
14. damage directly occasioned by or through or in consequence of
  - (a) civil commotion, labour disturbances, riot, strike or lockout;
  - (b) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrences referred to in (a) above
 provided that this event does not cover
  - (a) damage occurring in the Republic of South Africa or Namibia.
  - (b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured.
  - (c) damage caused by total or partial cessation of work, or the retarding, interruption or cessation of any process or operation.
  - (d) damage caused by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
  - (e) damage caused by or related to any occurrence referred to in General exception 1(a) (ii), (iii), (iv), (v) or (vi) of this policy, or the act of any lawfully established authority in controlling preventing suppressing or in any other way dealing with any such occurrence.
 If the company alleges that damage is not covered by reason of proviso (a), (b), (c), (d) or (e) of this event, the burden of proving the contrary shall rest on the insured.

### Specific exceptions to sub-section 1

The company will not be liable for

1. theft of the complete vessel whilst left unattended at any time unless the vessel is
  - (a) within the walled and securely locked confines of the insureds' residence, or at a recognised place of repair or service, and theft is accompanied by visible forcible and violent entry or exit, unless the company has agreed in writing to the contrary.
  - (b) at a recognised marina.
2. loss or damage resulting from lack of reasonable precautions on the insureds' part.
3. any costs and expenses incurred as a result of
  - (a) wear and tear.
  - (b) depreciation.
  - (c) deterioration from use.
  - (d) electrical or mechanical or electronic breakdown which shall include breakdown caused by the intake of foreign matter into the cooling system.
  - (e) loss of use of any description.
4. loss of or damage to sails or protective covers split by the wind or blown away while set unless caused by damage to the spars or by the vessel being stranded, sunk, burnt, on fire or in collision or contact with any external substance (ice included) other than water.
5. sails, masts, spars, standing or running rigging whilst the vessel is racing unless caused by the vessel being stranded, sunk, burnt, on fire or in collision or contact with any external substance (ice included) other than water.
6. the cost of replacing or repairing any part condemned solely because of a fault in design or construction or any cost or expense incurred by reason of betterment or alteration in design or construction.
7. damage to
  - (a) personal effects, consumable stores, fishing gear, scuba and/or diving gear;
  - (b) moorings;
  - (c) any other equipment
 not specified in the schedule.
8. theft of the complete vessel from a boat dealer's premises if left there for sale.
9. the vessel's dinghy not permanently marked with the name of the vessel.
10. damage caused
  - (a) by the vessel being stranded, sunk, swamped, immersed or breaking adrift while left moored or anchored unattended off an exposed beach or shore or river bank.
  - (b) while the vessel is being used otherwise than in accordance with the description of use.
11. water-skis, ropes and all similar sporting equipment whilst being used or left unattended during use.
12. glitter or graded colour finish of any kind where damage requires a colour match re-spray and/or repaint.
13. sheathing or repairs thereto unless damage has been caused by the vessel being stranded, sunk, burnt, on fire or in collision or contact with any substance (ice included) other than water.
14. damage by fire or explosion to a vessel fitted with inboard machinery, unless the vessel is equipped with adequate hand-held fire extinguishers.

15. damage to outboard motors caused by dropping off or falling overboard unless the motors are bolted or chained to a permanent fixture in the hull.
16. damage to Rubberducks and/or Jetskis (Wetbikes).
17. Sailboards  
The company will not pay for damage
  - (a) caused by Wave Jumpers, Trickboards or similar varieties.
  - (b) to or disappearance of sails and/or other parts whilst carried on a roof rack or roof of any vehicle or on a trailer when left unattended in the open.
  - (c) occurring due to the roof rack coming adrift from the vehicle or the method of fastening breaking or coming undone.
  - (d) to mast wishbone or sails during use.
18. Semi-rigid vessels  
The company will not
  - (a) pay more than the cost of patching or repair of a tear or ripping of the fabric of pontoons;
  - (b) provide submerged objects cover to any semi-rigid vessel under any circumstances.

### **Sub-section 2 - Liability**

The company will indemnify the insured

1. for any damages including costs and expenses that the insured become legally liable to pay arising from the use of the vessel in respect of
  - (a) injury.
  - (b) damage.
  - (c) the cost of any actual or attempted raising removal or destruction of the wreck of the craft or any neglect or failure to do so.
2. for any legal costs incurred with its written consent for representation at any coroner's inquest or fatal accident enquiry or for contesting liability or taking proceedings.
3. for all accidental damage caused by any person (other than a person operating or employed by the operator of a shipyard, marina, repair yard, slip way, yacht club, sales agency or similar organisation) navigating or in charge of the vessel with the insureds' permission provided that
  - (a) indemnity will not apply to claims by any member of the same household as that person.
  - (b) such person is not entitled to indemnity under any other policy.
  - (c) such person will observe fulfil and be subject to the terms conditions and exceptions of this policy in the insureds' place.

### **Specific exceptions to sub-section 2**

The company will not indemnify the insured in respect of

1. injury to
  - (a) fare-paying passengers carried in or upon entering or getting on to or alighting from the vessel.
  - (b) any member of the insureds' family normally resident with the insured.
  - (c) any person in the insureds' employ arising from that employment.
  - (d) any person who is engaged in water-skiing aquaplaning or another sport or activity while being towed by the vessel or preparing to be towed or after being towed until safely on board or ashore.
2. any liability, cost or expense arising in respect of punitive or exemplary damages however caused.

### **Special extension to sub-section 2**

#### **Water skiers' extension** (if stated in the schedule to be applicable)

Specific exception 1(d) of this subsection is deleted in respect of water skiers only. In addition the company will, subject to the limitations of this subsection, pay for legal liabilities incurred by water skiers.

### **Sub-section 3 - General**

#### **Description of use**

Vessel used solely for private domestic and pleasure purposes

excluding -

hiring or carriage of passengers for hire or fare-paying passengers, racing speed or other contests rallies or trials.

#### **Limits of indemnity**

The limits of indemnity stated below apply independently of any amount stated in the schedule and must be read in conjunction with the relevant clauses in this section.

## Sub-section 2 - Liability

All vessels Per schedule

## Sub-section 3 - General

**Clauses: 3. Medical expenses**

- per occupant	R2,000
- not exceeding in total	R10,000

### First amounts payable

The insured will be responsible for the amounts as stated in this table in respect of each and every claim arising out of any one occurrence or series of occurrences with one original cause or source during any one period of insurance. This table must be read in conjunction with the relevant clauses in this section.

- |                                  |              |
|----------------------------------|--------------|
| 1. Basic                         | Per schedule |
| 2. Additional                    |              |
| (a) Use of the vessel on the sea | R250         |
| (b) Voluntary                    | Per schedule |
| 3. Optional Extensions           |              |
| (a) Submerged objects cover      | 10% of claim |

### Cruising range

- Inland waters only situated anywhere within the Republic of South Africa (including Durban harbour and Knysna lagoon), Namibia and Zimbabwe.
- As above, including coastal waters subject to a maximum of 80 kilometres from the coastline.

### Clauses

#### 1. Replacement of gear and equipment

The company may make deductions on account of new material replacing old following loss of or damage to sails, masts, spars, standing and running rigging, protective covers, batteries and outboard motors. No settlement will however exceed the values declared in the schedule.

#### 2. Pollution

Where the vessel is damaged by a defined event and subsequently becomes a pollution hazard or threat the company will pay for any loss or damage to the vessel caused by any government authority acting to prevent or minimise such pollution hazard or threat.

#### 3. Medical expenses

If the insured sustain injury as a result of the vessel sinking or being in collision with any external object other than water the company will pay the medical expenses in connection with such injury in respect of each person injured.

#### 4. Duties as owner

The insured, the insureds' servants, the insureds' agents and all users of the vessel will

- take all reasonable steps to maintain the vessel, outboard motors, trailers and other insured property in a proper state of repair, seaworthiness and roadworthiness.
- exercise all due care and diligence in the crewing of the vessel.
- do everything reasonably possible to minimise or avert loss or damage. The company will pay for all charges and expenses reasonably and necessarily incurred by the insured in complying with this clause, provided this does not increase its maximum liability.

#### 5. Surveys

When the age of the vessel exceeds 10 years the company will require to see a copy of an up-to-date independent professional survey report. The survey will be undertaken while the vessel is out of the water and at the insureds' own expense. The company may request subsequent survey reports at its discretion.

#### 6. Launching through surf

When the vessel is being launched through the surf it will be fitted with at least two motors in workable and readily usable condition.

#### 7. Breach of law and regulation

The insured will not use the vessel, nor will the insured allow or cause it to be used, in contravention of any law or regulation promulgated by any authority, including but not limited to Department of Transport regulations in terms of the Merchant Shipping Act 1951 as amended, in so far as they relate to pleasurecraft.

## 8. Repairs and tenders

The company will have the right to nominate the place of repair or repairing firm and may also take tenders or may require tenders to be taken for the repair of the vessel. Any additional expenses arising from compliance with its requirements will be refunded to the insured.

## 9. Constructive total loss

In ascertaining whether the vessel is a constructive total loss the replacement value will be taken as the repaired value and the damage or break-up value of the vessel or wreck will not be taken into account. No claim for constructive total loss based on the costs of recovery and/or repair of the vessel will be recoverable unless such cost would exceed the replacement value.

## 10. Unrepaired damage

In no case will the company be liable for unrepaired damage along with a subsequent total loss.

### Optional extensions (if stated in the schedule to be applicable)

#### 1. Road or rail transit

Loss of or damage to the vessel including loading and unloading while being transported by road or rail within the territorial limits provided that the vessel is conveyed on a purpose-built, properly constructed roadworthy trailer and is adequately and properly secured to the trailer. The company will not pay for scratching, bruising and or denting and the cost of subsequent repairs or refinishing. This extension includes road accident damage to the trailer whilst being towed with or without the vessel.

#### 2. Racing risk (sailing vessel)

The company will indemnify the insured in respect of loss of or damage to sails, masts, spars, standing and running rigging whilst racing; but its liability will be two-thirds of the costs of repair or replacement up to a maximum of two-thirds of the sum insured specified in the schedule.

#### 3. Submerged objects cover

This section includes loss of or damage to rudder, propeller, strut, shaft, motor, electrical machinery or batteries and their connections caused by a collision with a submerged object.

The company will not indemnify the insured in respect of loss of or damage caused by

- (a) the vessel racing or participating in speed tests or any trials.
- (b) the intake of foreign matter into the cooling system of the machinery, engines or motor.

### Claim free groups

1. If no claims have been paid under this section during any one annual period of insurance, the next renewal premium will be based on the following claim free group:

Existing claim free group	0	1	2	3
Renewal claim free group	1	2	3	3

2. If any claims have been paid during the period of insurance, the next renewal premium will be based on the following claim free group:

Existing claim free group	0	1	2	3
Renewal claim free group	0	0	0	1