



**PAUL L'ORTYE**  
YACHTVERZEKERINGEN

# Policy wording

**PLV101LLv5.2**

# Contents

	Page
Help in making a claim	2
Policy Summary	4
Important Client Information	6
Paul L'Ortye Yacht Insurance All Risks Policy Wording	8
Definitions	8
Interpretations	8
<b>SECTION A</b> - Vessel	9
<b>SECTION B</b> - Your Liability to Others	11
<b>SECTION C</b> - Personal Belongings	12
<b>SECTION D</b> - Replacement Vessel / Holiday Home	13
<b>SECTION E</b> - Emergency Medical Expenses	13
<b>SECTION F</b> - Personal Accident	13
<b>SECTION G</b> - Racing	14
<b>SECTION H</b> - General Conditions that apply to the whole Policy	14
<b>SECTION I</b> - General Exclusions that apply to the whole Policy	14
<b>SECTION J</b> - General Excesses and deductions that apply to the whole Policy	15
<b>SECTION K</b> - Mooring and Cruising Range	16
<b>SECTION L</b> - No Claims Bonus	17
<b>SECTION M</b> - Cancellation	18
<b>SECTION N</b> - Claims	18
<b>SECTION O</b> - Law	18
<b>SECTION P</b> - Complaints	19
<b>SECTION Q</b> - Legal Expenses	20

## Help in making a claim

At Paul L'Ortye Yacht Insurance our aim is to give you peace of mind by providing an efficient and helpful claims service.

To ensure a claim runs smoothly we will need your assistance, so please take the time to read this section as it contains some useful guidance and sets out some of your duties and responsibilities.

It is important that you tell us everything you know about an incident that might give rise to a claim whether you think it is relevant or not, it might become important later.

### How to contact us

#### Paul L'Ortye Yacht Insurance

Floralaan West 175,  
5644 BK Eindhoven,  
Netherlands

**Telephone:** +31(0)40 211 14 56 **Fax:** +31(0)40 211 59 50 **E-mail:** [paul@lortye.com](mailto:paul@lortye.com).

### Procedure

It is very important that we are immediately informed of any event that may lead to a claim under your policy. Therefore, when you contact us please also quote your policy number if you have it to hand.

We will forward a claim form to you for completion as soon as we are told of the incident.

- This should be returned to us, fully completed, as soon as possible whether or not you intend to make a formal claim and we may ask you to obtain estimates for repairing any damage; and/or
- to obtain quotations for the replacement of any items lost or destroyed.

Any estimates or quotations should be sent to us without delay although we may also ask you to obtain alternative estimates. We may instruct a surveyor to inspect and/or investigate. Except in an emergency or to prevent any further damage, repair instructions should not be given without our prior agreement. When you are satisfied with the repairs, the invoice should be paid by you and the receipted invoices should then be forwarded to us for payment to you.

### Useful Information

- Please remember that the repair contract is between you and the contractor. Any instructions regarding either repair or replacement must come from you. However you must, seek our agreement in the first place.
- The claim may be subject to deductions in addition to any policy excess and the clauses in your policy wording should be read carefully so that you are fully aware of these (e.g. sails, covers and outboard motors).

### Helpful Advice

When loss or damage occurs you should act as if uninsured. This may seem unusual advice but it is most important that, in the event of any incident involving your vessel you must take all reasonable steps to minimise the loss.

### Own Damage

- Take immediate action to safeguard and protect any property from further damage or deterioration (this may include first aid to the engine).
- Enlist help (professional if necessary) if immediately required to safeguard and protect your boat and equipment.
- Try to agree a realistic charge or fee if a tow is required before acceptance.
- Retain and look after all broken/torn/damaged items for inspection.

### Damaged by a Third Party

- Object to the third party if it does not accept liability. Obtain witness statements.
- Obtain full details of the opposing party, vessel and associated insurer and witnesses and/or call the police to have them assess the situation.
- Record details of the captain, vessel and associated insurer and witnesses and/or call the police to have them report the situation.
- If possible write down all the details and make a sketch of the site.

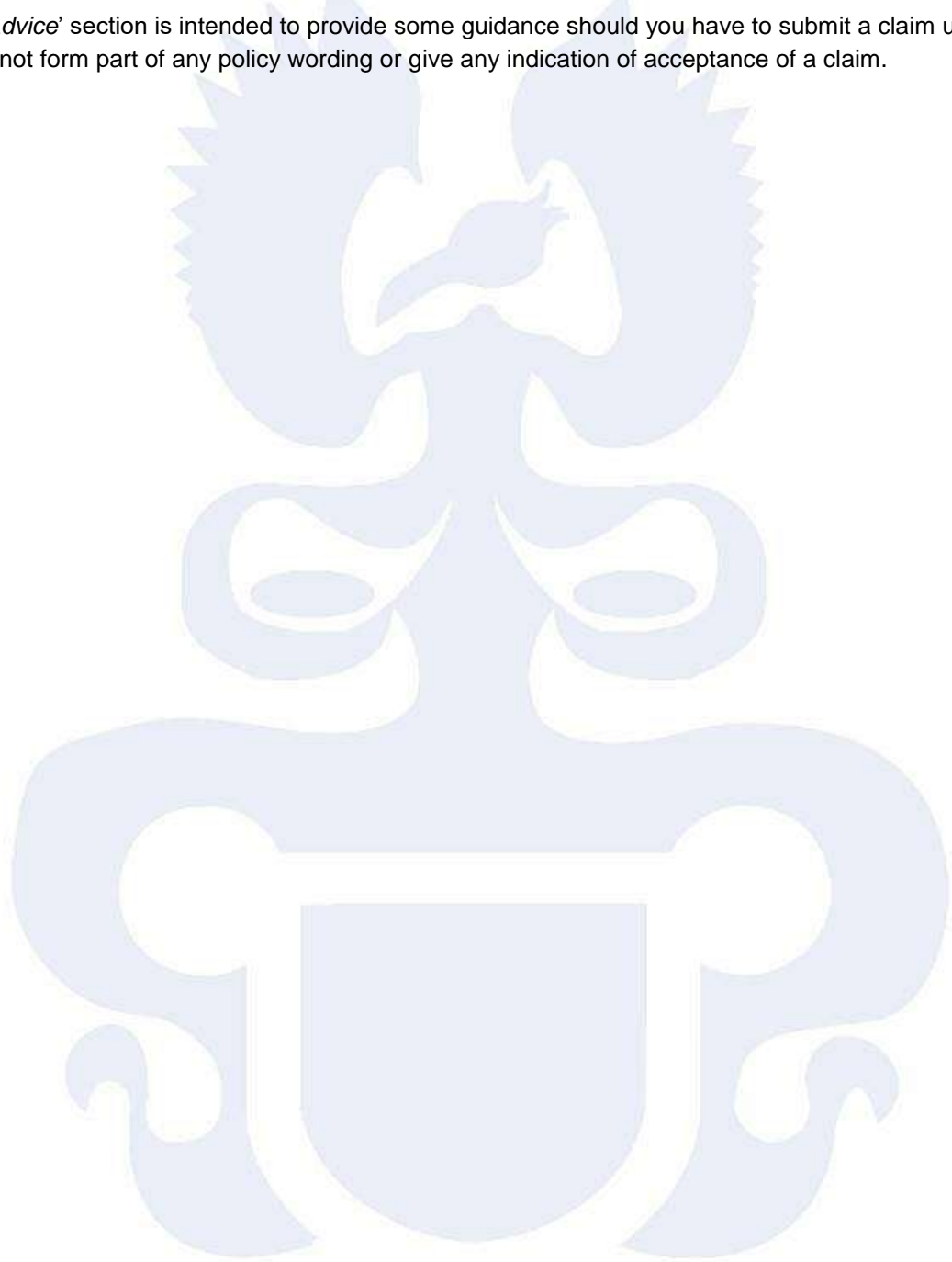
### Damage to Third Parties

- If a Third Party wishes to hold you liable for damage, provide them with our details, your name, policy number and boat details. You should acknowledge any correspondence and pass it on to us immediately.
- Do not make any admission of liability and do not make any offer of payment.

### Theft/Vandalism

- Any theft or malicious damage should be reported to the Police promptly.
- Keep a note of the Police Crime Reference Number.
- We will also need the serial numbers of any engines, tenders etc.
- Notify your club and local harbour master with full details of the theft/vandalism.

This '*Helpful Advice*' section is intended to provide some guidance should you have to submit a claim under your policy. It does not form part of any policy wording or give any indication of acceptance of a claim.



# Policy Summary

The following summary contains some important information about your policy. It does not contain the full terms and conditions of your policy which can be found within the policy wording. You should review your insurance documentation regularly to ensure that the cover provided is adequate.

## About your policy

This is an "All Risks" 12 month policy or as shown on your Certificate of Insurance. This insurance is underwritten by ASR Schadeverzekering N.V. and administered by Paul L'Ortye Yacht Insurance.

## Important features and benefits

**Sections A and B** All risks cover provided for loss, damage, theft and third party liability.

**Section A 1.7** Losses arising from a Latent Defect are covered, including the cost or expense of repairing or replacing the defective part, unless excluded under Section A 6.2.

**Section A 2.1** Tenders with outboard motors are covered up to a maximum combined value of €10,000 and max 15hp, if show in the certificate of Insurance (Increase amount available on request).

**Section C 1** Personal Belongings are covered for an amount not exceeding 30% of the sum insured of the vessel without declaration to us. Please note that this cover does not apply to vessels under 15ft in length overall as per **Section C 4.1**.

**Section D** Cover is provided for the cost for renting a replacement vessel or a vacation home. The conditions and limits for this cover are stated in **Section D**.

**Sections E and F** Emergency Medical Expenses and Personal Accident cover is provided.

**Section H 1.2** Cover is provided for the vessel to be navigated single handed by anyone for a period up to 18 consecutive hours.

**Section J 1.3** There will be no excess deducted for claims under Section B "Your Liability to Others".

**Section J 1.8** There will be no excess deducted for loss or damage claims caused by an uninsured third party.

## Important and unusual exclusions and limitations

**Section A 4.5** Theft of the tender is not covered if it does not have an identifiable mark.

### Sections

**A 4.7 & A 4.8** Conditions and restrictions apply for outboard motor theft cover. This includes telling us the serial number of the outboard motor in the event of an outboard motor theft claim, and specific conditions in respect of the security of the outboard motor and type of anti-theft device that must be used.

**Section A 7** Loss or damage as a result of gradual deterioration is covered, subject to the exclusions listed in Section A 7.

**Section A 4.14** Loss or damage as a result of frost is covered however; this is subject to certain conditions.

**Section G** There is an increased excess for the mast, spars, sails and rigging if the vessel is class measured.

**Section J 2** We will not reduce the amount we will pay if repairing or replacing would restore to a better condition than prior to the loss or damage, excluding the items older than 36 months, listed in Section J 2.1 to 2.6.

**Section N 1.2** The hull identification number, if the vessel has one, is required for all vessel theft claims.

### How do you make a claim on this policy?

If you need to make a claim, you should immediately contact us or your broker by:

- **Telephone:** +31(0)40 211 14 56
- **E-mail:** [paul@lortye.com](mailto:paul@lortye.com).
- Writing to us at: Floralaan West 175, 5644 BK Eindhoven, Netherlands
- **Fax:** +31(0)40 211 59 50

Further information can be found in the 'Help in making a claim' section of this policy booklet.

### How do you cancel your policy within the 'cooling off' period?

You may cancel the policy within 14 days of purchase, or within 14 days of receiving the policy documents, whichever is the later by contacting us. We will refund the full premium that you have paid providing that you have not made a claim on this policy. Further details as to how to cancel your policy can be found in Section M of the policy wording.

### How do you cancel your policy throughout the term of the policy?

In case the vessel is sold, you may cancel your policy at any time by contacting us. For any other reason, you may not receive a return premium during the first year of the contract. After the first year, you may cancel your policy at any time, with 1 months' notice. Providing that you have not made a claim on this policy, we will refund the premium less the proportionate amount for the time you were on cover.

### Can we cancel your policy?

We may cancel your policy at any time where there is a valid reason subject to giving you a minimum of 1 month notice in writing. Valid reasons for cancelling your policy include:

- non-payment of premium;
- non-cooperation / failure to provide information; and
- reasonable suspicion of fraud.
- A closed claim

We will refund the premium less the proportionate amount for the time you were on cover.

### How do you complain?

We take pride in the service provided to you, however, if you are unhappy with any aspect of the handling of your insurance or claim, please contact Paul L'Ortye Yacht Insurance, Floralaan West 175, 5644 BK Eindhoven, Netherlands Tel +31(0)40 211 14 56, Fax +31(0)40 211 59 50, E-mail [paul@lortye.com](mailto:paul@lortye.com).

If for any reason **we** are unable to resolve your complaint immediately it will be referred to the claims department of ASR Schadeverzekering N.V. In the event that you remain unhappy with the proposed resolution of your complaint you still have the right to refer your complaint to the Dutch the Financial Services Complaints Institute (Kifid). Further information can be found in Section P of the policy wording.



# Important Client Information

## Taking care of your vessel

Remember that your policy is not a maintenance contract. It is up to you to ensure that all measures are taken to maintain your vessel and machinery.

## Important Notice

The amount we have insured your vessel for is the agreed value of the vessel. If the information you have provided about the value of the vessel (including the price you bought it for) is false your insurance cover may not be valid and we may refuse to pay your claim.

The terms of your policy and premium are based on the information you have provided to us. You must ensure that all facts given are correct and you must contact us immediately if there are any changes to the information you have provided or at any time you discover that the information is incorrect. Examples include, but are not limited to:

- market value following the vessel being placed by You up for sale, or following a valuation report initiated by you;
- use of the vessel;
- criminal charges or convictions of any person having an interest in the vessel; and
- change in the mooring location or type of mooring for the vessel

A failure to provide full and accurate information may invalidate your policy and may result in all or part of a claim not being paid. If you are in any doubt please contact us.

## Taxes

There may be circumstances where taxes may be due that are not paid via us. If this occurs then it is your responsibility to ensure that these are paid direct to the appropriate authority.

## Language

Unless otherwise agreed in writing the language of your policy and any communication throughout the duration of the policy will be in either Dutch, English, French or German. In the event of differences in translation or interpretation between the language of the document selected by you, parties will be bound to the Dutch version which prevails.

## Law and Jurisdiction

Your policy shall be governed by and construed in accordance with Dutch law. Legal proceedings can be brought to the applicable courts in the Netherlands.

## Data Protection Notice

To consider your request for insurance cover or administer subsequent dealings in respect of your policy we must process your personal data and where appropriate your "sensitive" personal data and in doing this we will comply with the provisions of applicable EU and local data privacy regulations. We may check and/or pass some or all of the personal information we obtain in connection with your policy or claim to our appointed service providers in order to administer the policy or for underwriting and claims handling purposes. We may also pass some or all of the personal information to regulatory or other organisations, so that we can comply with our statutory or regulatory obligations; and to databases and fraud prevention agencies.

In particular, in order to provide and maintain your insurance cover, we will pass your information to the insurer ASR Schadeverzekering N.V.

## Telephone Recording

Please note that calls may be recorded for training and monitoring purposes.

## Premiums and Claims

All premiums and claims are handled by us on behalf of ASR Schadeverzekering N.V.

## Marketing

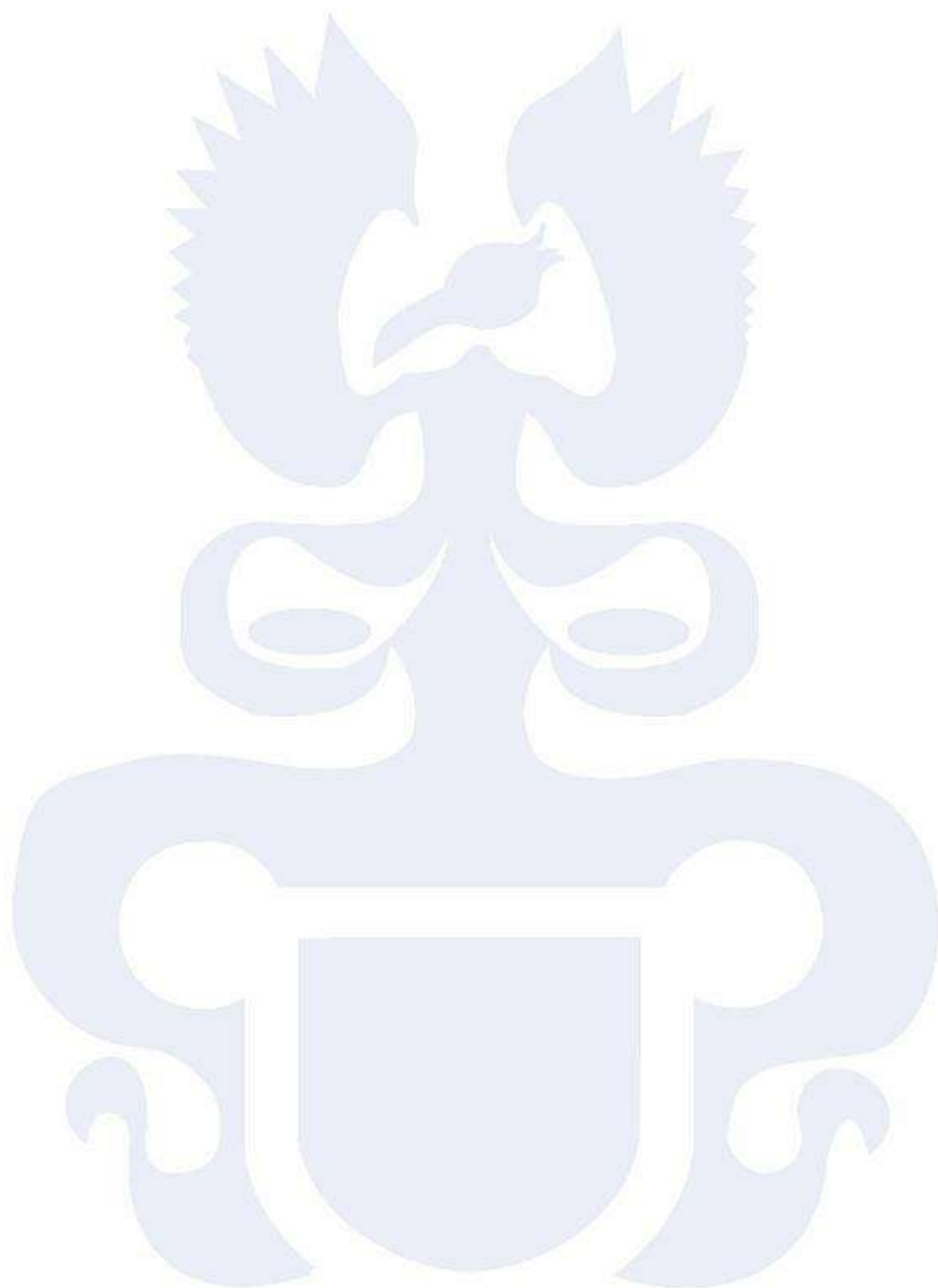
Your details may be used by us to provide marketing information which we feel may be relevant and of interest to you. Please contact us if you do not wish to receive such communications. Your details will not be shared with any third party for marketing purposes.

### **Contacting us**

We are only able to discuss your policy with the person(s) shown in the Certificate of Insurance. If you require someone else to deal with your policy on your behalf please contact us on +31(0)40 211 14 56 or in writing to our address shown in the next section.

### **Comments about our service**

If you have any comments about our service please contact Paul L'Ortye Yacht Insurance, Floralaan West 175, 5644 BK Eindhoven, Netherlands, Tel +31(0)40 211 14 56, Fax +31(0)40 211 59 50, E-mail paul@lortye.com.





# Paul L'Ortye Yacht Insurance All Risks Policy Wording

## Definitions

The words below, where they appear in **bold** text throughout this document, have the following meaning:

**Certificate of Insurance** – the document issued to **You** by **Us** entitled “**CERTIFICATE OF INSURANCE**” which details coverage, values and additional limitations.

**Constructive Total Loss** – where the cost of replacement or repair of the **Vessel** exceeds the **Sum Insured**.

**Gradual Deterioration** – the gradual degradation of the **Vessel** caused by wear and tear, rust, rot, oxidation, corrosion, electrolytic or galvanic action, wasting or weathering.

**Latent Defect** – an inferior characteristic or condition of the materials, such as is not customarily present and should not be present in material of the same type and quality; that is not a result of **Gradual Deterioration** or a lack of maintenance.

**Machinery** – includes but is not limited to main or auxiliary engines including outboard motors, gearboxes, starter motors, alternators, electrical and mechanical equipment, cables and fittings, hydraulic equipment, piping and fittings, boilers, shafts, exhaust systems, generators, air conditioning equipment, tanks, pumps and water makers.

**Maximum Designed Speed** – the maximum speed that the **Vessel** is designed to achieve under power as stated by the **Vessel** manufacturer with the particular engine fitted.

**Personal Belongings** – items of a personal nature that **You** own and use specifically for the **Vessel** that would not normally be sold with the **Vessel**.

**Policy** – the policy of insurance represented by this document together with the **Certificate of Insurance**.

**Sum Insured** – the value of the **Vessel**, or other insured property as specified in the **Certificate of Insurance**.

**Total Loss** – the **Vessel** is irretrievably lost or destroyed.

**Vessel** – the **Vessel** described in the **Certificate of Insurance** including her hull, **Machinery**, gear and equipment, tender and road trailer that are specified or are part of the original purchase of the **Vessel** and included within the **Sum Insured** shown in the **Certificate of Insurance**.

**We, Us and Our** – Paul L'Ortye Yacht Insurance on behalf of the insurer ASR Schadeverzekering N.V.

**You, Your and Yours** – the individual, company or other organisation named as the insured in the **Certificate of Insurance**.

## Interpretations

Headings are included in this document for ease of reference only and shall not affect the interpretation of the **Policy**.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

## Section A – Vessel

### What is covered

- 1 Whilst ashore or afloat, being lifted, hauled out or launched, in transit by road, rail, air or car ferry the **Vessel** is covered for losses arising from:
  - 1.1 all risks of accidental damage;
  - 1.2 theft;
  - 1.3 fire and/or explosion;
  - 1.4 acts of piracy;
  - 1.5 acts of vandalism;
  - 1.6 deliberate damage (not caused by **You**);
  - 1.7 **Latent Defect**, including the cost or expense of repairing or replacing the defective part, unless excluded under Section A 6.2; and
  - 1.8 electrolysis caused by a sudden and identifiable cause.
- 2 Whilst ashore or afloat, being lifted, hauled out or launched, in transit by road, rail, air or car ferry the **Vessel** is also covered for:
  - 2.1 accidental loss or damage to the outboard motor (maximum of 15hp) and tender (up to a maximum combined value of €10,000) or as shown in the **Certificate of Insurance**;
  - 2.2 accidental loss or damage as a consequence of a failure or breakdown of **Machinery**;
  - 2.3 accidental loss or damage as a consequence of Gradual Deterioration, unless excluded in Section A 7;
- 3 **You** are also covered for:
  - 3.1 salvage charges including towage or assistance costs incurred by **You** to prevent or minimise a loss covered by the **Policy**; and
  - 3.2 charges incurred to prevent or minimise a loss covered by the **Policy**.

### What is not covered

- 4 No cover is provided in respect of loss or damage as a result of:
  - 4.1 any reduction in the value of the **Vessel** as a consequence of damage and/or repair;
  - 4.2 previously unrepaired damage to the **Vessel** in the event of a subsequent **Total Loss** or **Constructive Total Loss**, or the cost of temporary repairs (except where required to prevent or minimise a loss);
  - 4.3 the cost of making good any defect arising from any repair, alteration or maintenance work carried out on the **Vessel**;
  - 4.4 the cost of making good any fault or error in design or construction;
  - 4.5 theft of a tender that does not have an identifiable mark, for example HIN number or registration number;
  - 4.6 theft of gear and equipment, unless removed by force from the **Vessel** (provided the gear and equipment was securely fixed to the **Vessel**), a locked cabin or locker, locked storage, or a locked vehicle;
  - 4.7 theft of any outboard motor whose serial number **You** do not provide **Us** with in the event of a claim;

- 4.8 theft of the outboard motor unless from a locked cabin or locker, locked storage, locked vehicle, or secured to the **Vessel** or her tender by an anti-theft device specifically designed and marketed for the purpose in addition to its normal method of attachment;
  - 4.9 theft of the trailer and any insured items attached to it, including the **Vessel**, unless the trailer has been locked with a wheel clamp, or is stolen from a locked building;
  - 4.10 osmosis, barnacle growth or fungal growth;
  - 4.11 incursion of water into the **Vessel** unless sudden and unforeseen, or accidental;
  - 4.12 gradual accumulation of rainwater or snow in or on the **Vessel** unless resulting from sudden, rare and extreme weather conditions; or
  - 4.13 frost and/or freezing of the **Vessel** unless **You** can provide evidence that **You** have taken all necessary preventative measures including, but not limited to, compliance with all manufacturer's recommendations or where manufacturer's recommendations do not exist; acting on the advice of a qualified marine engineer including the correct use of anti-freeze.
- 5 **You** are also not covered for loss of or damage to:
- 5.1 the **Vessel's** sails as a result of them being split by the wind or blown away whilst in use, unless the spars they are attached to are damaged at the same time;
  - 5.2 a jet drive or jet propulsion unit as a result of ingestion, in respect of personal water craft only; or
  - 5.3 consumables, which are goods used by **You** that must be replaced regularly because they wear out or are used up including, but not limited to, food, drink, paint, varnish, lubricants and fuel.
- 6 **You** are also not covered for:
- 6.1 the cost of repairs or replacement to the **Machinery** following mechanical or electrical breakdown, unless it is caused by a **Latent Defect** and cover is provided under Section A 6.2.
  - 6.2 the cost of repairs or replacement to the **Machinery** caused by **Latent Defect**, unless
    - (a) the **Machinery** is less than 10 years old from the date of first manufacture;
    - (b) is professionally installed;
    - (c) **You** can provide written evidence that all the manufacturer's maintenance recommendations and recalls have been carried out; and
    - (d) the defect is not located in outboard engine(s).
- 7 **You** are also not covered for:
- 7.1 **Gradual Deterioration**, unless it could not have been identified by routine inspection and could not have been prevented by servicing, maintenance or replacement in accordance with the relevant manufacturer's instructions, or generally accepted practice and advice from a qualified marine surveyor who is a member of their relevant professional surveying body;
  - 7.2 The cost or expense of repairing or replacing the deteriorated part; and
  - 7.3 Consequential loss to the Machinery if the deteriorated part forms part of the Machinery.

***Please note that all other conditions in Section H, exclusions in Section I and General Excesses and Deductions in Section J apply in every case.***

## Section B – Your Liability to Others

### What is covered

- 1 Cover is provided for any sums (up to the amount stated in the **Certificate of Insurance**) that **You**, or anyone in charge of the **Vessel** with **Your** consent, are legally liable to pay arising out of **Your** interest in the **Vessel**, resulting from:
  - 1.1 damage to any other vessel or property;
  - 1.2 death or injury;
  - 1.3 pollution; and
  - 1.4 other financial losses.
- 2 In addition **We** will also pay for:
  - 2.1 legal costs incurred or required to be paid when settling or defending a claim, subject to **Our** prior written consent; and
  - 2.2 fees and/or expenses incurred in respect of attendance at any official enquiry, subject to **Our** prior written consent.
- 3 The indemnity payable shall be limited to the amount specified in the **Certificate of Insurance** in respect of any one accident, or series of accidents arising out of the same event.

### What is not covered

- 4 No cover is provided in respect of:
  - 4.1 the cost that **You** may be legally liable to pay for the removal and/or disposal of the **Vessel** if:
    - (a) there is no accidental damage to the **Vessel**; or
    - (b) the damage to the **Vessel** is not wholly or substantially covered by the **Policy**.
  - 4.2 the legal liabilities of anyone operating, managing or working upon the **Vessel** who is employed by a ship yard, repair yard, marina, yacht club, sales agency, delivery contractor or similar organisation;
  - 4.3 any liability for accidents or illness to any person engaged by **You** in connection with the **Vessel** under a contract of employment;
  - 4.4 any liability to third parties admitted, accepted or agreed without **Our** consent;
  - 4.5 any liability to third parties whilst the **Vessel** is being used for water-skiing, towing of water toys, aquaplaning or similar activity unless:
    - (a) the water toys are of professional design and manufacture; and
    - (b) the water toys are operated exactly in accordance with the manufacturer's instructions regarding the maximum number of riders, their size and weight and speed of operation.
  - 4.6 any liability arising whilst the **Vessel** is used for or in connection with parascending or other similar activity;
  - 4.7 any liability to third parties while the **Vessel** is attached to, carried on or towed by a motor vehicle or has become unintentionally detached from a motor vehicle; or
  - 4.8 any liability to any person if they or anyone else has paid for them to be on-board the **Vessel**, unless cover has been extended in accordance with Section I 1.2.

**Please note that all other conditions in Section H, exclusions in Section I and General Excesses and Deductions in Section J apply in every case.**

## Section C – Personal Belongings

### What is covered

- 1 Whilst on board the **Vessel** or in storage, **Your Personal Belongings** are covered for an amount not exceeding 30% of the **Sum Insured** of the Vessel or such other amount as shown in the **Certificate of Insurance** for:
  - 1.1 all risks of accidental damage;
  - 1.2 theft;
  - 1.3 fire and/or explosion;
  - 1.4 acts of piracy;
  - 1.5 acts of vandalism;
- 2 We will not reduce the amount we will pay if repairing or replacing **Your Personal Belongings** would restore to a better condition than prior to the loss or damage, unless the market value is below 40% of the replacement value.
- 3 The cover of **Personal Belongings** is limited to:
  - 3.1 €500 for bikes.
  - 3.2 €500 for jewellery.
  - 3.3 €500 for cash.
  - 3.4 €500 for audio and video equipment.
  - 3.5 €1000 for computer equipment that is not part of the vessel.
  - 3.6 €5000 per single item if not listed separately above.
- 4 You will not lose your no claims discount when a claim is limited to **Personal Belongings**.

### What is not covered

- 5 No cover is provided in respect of:
  - 4.1 **Personal Belongings** in relation to any Vessel under 15 feet in length overall;
  - 4.2 breakage of articles of a fragile or brittle nature;
  - 4.3 **Personal Belongings** insured under any other policy of insurance; or
  - 4.4 Prostheses, antiques and collections and any portable communication apparatus including mobile phones.
  - 4.5 theft of **Personal Belongings**:
    - (a) unless taken by force from the locked **Vessel** or from a locked cabin or locker; or
    - (b) whilst not on the **Vessel** (unless stolen from locked storage)

*Please note that all other conditions in **Section H**, exclusions in **Section I** and General Excesses and Deductions in **Section J** apply in every case.*



## Section D – Replacement Vessel / Holiday Home

- 1 Cover is provided for the cost of renting a replacement vessel or a vacation home if the Vessel suffers loss or damage while **You** are on holiday, or during the period of 30 days prior to a planned holiday, and can no longer be used by **You**.
- 2 The amount which has to be claimed by presenting a receipt, is limited to:
  - (a) €350 per day where the Vessel was to be used for overnight use and as a holiday home;
  - (b) €50 per day where the Vessel was not to be used for overnight use and as a holiday home;
  - (c) 15 days in total.

*Please note that all other conditions in Section H, exclusions in Section I and General Excesses and Deductions in Section J apply in every case.*

## Section E – Emergency Medical Expenses

### What is covered

- 1 Cover is provided for the cost of emergency medical expenses, up to a maximum of €1.500 per person, incurred by **You**, **Your** family and guests in respect of injuries suffered as a result of an accident whilst on board the **Vessel** with **Your** permission.

### What is not covered

- 2 No cover is provided in respect of anyone employed or paid to be on the **Vessel**.

*Please note that all other conditions in Section H, exclusions in Section I and General Excesses and Deductions in Section J apply in every case.*

## Section F – Personal Accident

### What is covered

- 1 **We** shall pay €20,000 to **You** or anyone on board the **Vessel** with **Your** permission who has an accident whilst on board or whilst getting on or off the **Vessel**, which results in:
  - 1.1 death;
  - 1.2 physical severance or permanent loss of use of the entire arm, hand, leg and/or foot;
  - 1.3 permanent loss of sight of one or both eyes; or
  - 1.4 a permanent total disability which has lasted at least 52 weeks post incident and which prevents or precludes any gainful employment and where the medical advisors that **We** may appoint confirm that the disability will not improve.

### What is not covered

- 2 No cover is provided in respect of:
  - 2.1 anyone employed or paid to be on the **Vessel**; or
  - 2.2 anyone making a claim against **You** that is covered under Section B of the **Policy**.

*Please note that all other conditions in Section H, exclusions in Section I and General Excesses and Deductions in Section J apply in every case.*



## Section G – Racing

### What is covered

- 1 Whilst the **Vessel** is racing cover is provided for:
  - 1.1 loss of race entry fees up to €1.500 if the **Vessel** is unable to take part in a regatta, series or event which **You** have entered as a result of any loss to the **Vessel** covered under Section A of the **Policy**.

*Please note that all other conditions in Section H, exclusions in Section I and General Excesses and Deductions in Section J apply in every case.*

## Section H – General Conditions that apply to the whole Policy

- 1 **You** must comply with all of the following conditions:
  - 1.1 If **You** give permission for someone else to be in charge of the **Vessel**, **You** must take steps to ensure that they have experience to do so.
  - 1.2 The **Vessel** must not be navigated single-handed by anyone for a period in excess of 18 consecutive hours.
  - 1.3 **You** must maintain the **Vessel** for the use intended.
  - 1.4 **You** must not make any commitment on **Our** behalf without **Our** prior agreement.
  - 1.5 The **Vessel** and the manner in which it is used or operated must comply with all statutory and local regulations or licencing conditions, as are applicable.
  - 1.6 **You** must not use or allow the **Vessel** to be used for any unlawful purpose.

## Section I – General Exclusions that apply to the whole Policy

- 1 **You** are not covered for any claim arising:
  - 1.1 while the **Vessel** is outside the cruising range shown in the **Certificate of Insurance**, unless required to safeguard the **Vessel**, **You** or **Your** guests;
  - 1.2 when the **Vessel** is being used for charter, hire or commercial letting unless agreed by **Us**;
  - 1.3 from any act or omission of the person in charge of the **Vessel** if they were impaired following the consumption of alcohol or drugs;
  - 1.4 from terrorism (unless cover is obligatory by law);
  - 1.5 from lawful arrest, restraint or detainment of the **Vessel**;
  - 1.6 from war, civil war, conflict, commotion and riot;
  - 1.7 from ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel including:
    - (a) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
    - (b) any weapon or device employing atomic or nuclear fission or fusion or other like reaction or radioactive force or matter; and
    - (c) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

**Note:** Exclusion 1.7 does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or similar peaceful purposes.

  - 1.8 from any chemical, biological, bio-chemical, or electromagnetic weapon;
  - 1.9 from sinking or swamping whilst the **Vessel** is unattended afloat if the **Vessel** is less than 17 feet length overall and the **Maximum Designed Speed** is in excess of 17 knots, unless agreed by **Us**.

- 2 **You** are also not covered for:
- 2.1 loss of use of the **Vessel**, loss of profits or loss of value;
  - 2.2 the cost of travel expenses and temporary accommodation, with the exception as stated in Section D;
  - 2.3 indirect losses unless specifically covered elsewhere in the **Policy**;
  - 2.4 punitive or exemplary charges or any costs resulting from any criminal proceedings;
  - 2.5 loss or damage to **Your** moorings, unless agreed by **Us**; or
  - 2.6 racing, if the **Vessel** is not a sailing vessel;
  - 2.7 Discrepancies with surface finishes including colour and gloss, **paintwork, varnish or any similar finish.**
- 3 **You** are also not covered for losses in respect of the *Institute Cyber Attack Exclusion Clause*:
- 3.1 Subject only to the clause in Section I 3.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system;
  - 3.2 Where this clause is endorsed on 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 any person acting from a political motive, the clause in Section I 3.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.
- 4 **You** are also not covered for losses in respect of the *Sanction Limitation and Exclusion Clause*:
- 4.1 No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade of economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## Section J – General Excesses and Deductions that apply to the whole Policy

- 1. The excess stated in the **Certificate of Insurance** will be deducted from all claims except in respect of claims:
  - 1.1 for **Total Loss**;
  - 1.2 for **Constructive Total Loss**;
  - 1.3 under Section B “Your Liability to Others”;
  - 1.4 under Section E “Emergency Medical Expenses”;
  - 1.5 under Section F “Personal Accident”;
  - 1.6 in respect of race entry fees under Section G “Racing”;
  - 1.7 for costs incurred solely to prevent or minimise a loss; and
  - 1.8 for loss or damage caused by an uninsured third party.
- 2. We will not reduce the amount we will pay if repairing or replacing would restore to a better condition than prior to the loss or damage. Deduction to market value is only applicable to the following items older than 36 months:
  - 2.1 Sails
  - 2.2 Running rigging
  - 2.3 Safety equipment
  - 2.4 Inflatable tenders
  - 2.5 Protective covers and canopies
  - 2.6 Outboard engine's

3. Whilst the **Vessel** is class measured for racing, on the day that the competition takes place, there is an additional excess of 2% of the value of the vessel stated in the **Certificate of Insurance** with a minimum of €250 and a maximum of €2500 per incident. This excess only applies to the mast, spars, sails and rigging. This will be in addition to the excess stated in the **Certificate of Insurance**.

## Section K – Mooring and Cruising Range

### What is covered

- 1 **Fixed berth and winter storage**  
**Your Vessel** is covered if the vessel is moored or in winter storage within the Cruising Range as stated in the Certificate of Insurance.
- 2 The cruising ranges below have the following definitions:
  - 2.1 **Cruising range: “European inland waterways”**.  
If the cruising range stated on Your Certificate of Insurance is “European inland waterways” cover is provided for the inland waterways of Europe and coastal waters of Europe up to 10 nautical miles offshore.
  - 2.2 If the cruising range stated on Your Certificate of Insurance is “**European seas**”, in addition to “European inland waterways” cover is provided for the navigation and the presence of the vessel on the European seas, provided the vessel remains within the following limits:  
**Cruising range: “European seas”**
    - 73 degrees North latitude
    - 24 degrees North latitude
    - 30 degrees West longitude
    - 35 degrees East longitude
  - 2.3 **Cruising range: “Caribbean seas”**  
If the cruising range stated on Your Certificate of Insurance is “Caribbean seas”, cover is provided for the journey to and the stay on the Caribbean seas within the following limits:
    - 73 degrees North latitude
    - 10 degrees North latitude
    - 90 degrees West longitude
    - 35 degrees East longitude
  - 2.4 **Cruising range: “World”**  
If the cruising range stated on Your Certificate of Insurance is the “World”, cover is provided for worldwide cruising.

### What is not covered

- 3 If the cruising range stated on **Your Certificate of Insurance** is “European inland waterways” or “European seas” cover is not provided if the yacht is outside of the Netherlands, Belgium and Germany for more than 6 months unless otherwise stated on **Your Certificate of Insurance**.
- 4 If the cruising range stated on **Your Certificate of Insurance** is “Caribbean Seas” or “World” there will be no cover under any section of this policy unless:
  - 4.1 At least two experienced crew members are on board the **Vessel** whilst underway
  - 4.2 The **Vessel** is moored on a fixed berth (no swinging mooring) in a secured marina or in a secured winter storage ashore.
- 5 If the cruising range stated on **Your Certificate of Insurance** is “Caribbean Seas” or “World” Section D Replacement Vessel / Holiday Home is excluded from the cover.

- 6** No cover is provided for loss or damage to the **Vessel** caused by the named storms or hurricanes in categories 1 to 5 of the Saffir Simpson Scale (Hurricanes) between the 1<sup>st</sup> July and the 31<sup>st</sup> October of each year within the area:

- 13 degrees North to 35 degrees North latitude
- 55 degrees West to 90 degrees West longitude

or for "World" cover within the area:

- 7 degrees North to 45 degrees North latitude
- 98 degrees East to 150 degrees East longitude

## Section L – No Claims Bonus

- 1.** We will make an addition or reduction on **Your** renewal premium, depending on the number of claims and claims free years that **You** have accrued. The amount of addition or reduction is calculated using the following table:

Claim Free Years	Reduction / addition on the premium				
		If No damage claim	If 1 damage claim	If 2 damage claims	If 3 or more damage claims
6	40%	40%	40%	20%	0%
5	40%	40%	30%	10%	+10%
4	40%	40%	20%	0%	+20%
3	30%	40%	10%	+10%	+20%
2	20%	30%	0%	+20%	+20%
1	10%	20%	+10%	+20%	+20%
0	0%	10%	+20%	+20%	+20%
-1	+10%	0%	+20%	+20%	+20%
-2	+20%	+10%	+20%	+20%	+20%

- 2.** A policy year is considered claim free if:

- 2.1** we have not paid a claim;
- 2.2** we have been successful in recovering any claim paid out by us in total;
- 2.3** the claim relates only to the costs of salvaging and the clean-up costs;
- 2.4** the claim relates only to the contents of the vessel, the dinghy, the outboard engine on the dinghy and/or the trailer;
- 2.5** the claim relates to fire, auto fire extinguishing, lighting strike/ induction, overloading of the electrical network, explosion, storm, breaking, entering and theft or an attempt to do so.



## Section M – Cancellation

- 1 **In the first year, You** may cancel your **policy** at any time by contacting us, in case the vessel is sold or within 2 months after a settled claim. For any other reason, you may not receive a return premium during the first year of the contract. **After the first year**, you may cancel your policy at any time, with 1 months' notice.
- 2 **We** may cancel **Your Policy** at any time where there is a valid reason, subject to giving **You** or **Your** broker a minimum of 1 month notice in writing. Valid reasons for cancelling **Your Policy** include:
  - non-payment of premium;
  - non-cooperation / failure to provide information; and
  - reasonable suspicion of fraud
  - after a closed claim

**We** will refund the premium less the proportionate amount for the time **You** were on cover .
- 3 The **Policy** may be cancelled at any time by mutual agreement.
- 4 Should the **Vessel** be sold or transferred to a new owner, or where the **Vessel** is owned by a company or other organisation should there be a change in the controlling interest of that organisation, this **Policy** will cease automatically from the time of that sale, transfer or change.
- 5 **You** may cancel the **Policy** within 14 days of purchase, or within 14 days of receiving the **Policy** documents, whichever is the later, **We** will refund the full premium that **You** have paid.
- 6 There will be no refund of premium if a claim has been paid during the current period of insurance.

## Section N – Claims

- 1 In the event of any incident that may give rise to a claim **You** must:
  - 1.1 tell **Us** as soon as possible; and
  - 1.2 in the event of the theft of the **Vessel**, tell **Us** the hull identification number if the **Vessel** has one;
  - 1.3 take all possible steps to limit further loss or damage to the **Vessel**;
  - 1.4 in the event of theft or malicious damage, obtain a crime reference number from the police;
  - 1.5 assist **Us** and anyone else **We** appoint, such as surveyors and solicitors, as much as possible with the investigation and handling of **Your** claim; and
  - 1.6 not authorise any repairs or replacements for which a claim is made without **Our** prior approval except where necessary to minimise further loss or damage.
- 2 **We** have the right to settle any claim made against **You** by a third party.
- 3 **We** have the right to bring a claim or legal proceedings in **Your** name in order to recover any sums **We** have paid.
- 4 **We** will not pay the cost of replacing any undamaged item or parts in order to match parts that have been repaired or replaced as a result of a claim under the **Policy**.
- 5 **We** will not pay more than the **Sum Insured** for any item listed in the **Certificate of Insurance** less any applicable excess or other deduction stated in Section J, subject to the terms and conditions of the **Policy**.

## Section O – Law

Your policy shall be governed by and construed in accordance with Dutch law and the courts of the Netherlands shall have jurisdiction to settle any dispute or claim arising out of or in connection with your policy, or its subject matter or formation (including non-contractual disputes or claims).

In the event of differences in translation or interpretation between the language of the document selected by you, parties will be bound to the Dutch version which prevails.

## Section P – Complaints

Paul L'Ortye Yacht Insurance's aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times **We** are committed to providing **You** with the highest standard of service.

If **You** have any questions or concerns about **Your Policy** or the handling of a claim **You** should, in the first instance, contact **Us** or the broker where applicable. In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so at any time. Making a complaint does not affect any of **Your** legal rights. Please contact Paul L'Ortye Yacht Insurance at:

### **Paul L'Ortye Yacht Insurance**

Floralaan West 175,  
5644 BK Eindhoven,  
Netherlands

**Telephone:** +31(0)40 211 14 56

**Fax:** +31(0)40 211 59 50

**E-mail:** [paul@lortye.com](mailto:paul@lortye.com).

If **your** complaint cannot be resolved within two weeks, or if you have not received a response within two weeks, you have the right to submit your complaint to ASR Schadeverzekering N.V.

ASR Schadeverzekering N.V. will then conduct a full investigation into your complaint and provide you with a written definitive answer.

### **ASR Schadeverzekering N.V.'s contact information:**

**Post:** a.s.r. klachtenservice | Postbus 2072 | 3500 HB Utrecht | Netherlands

**Telephone:** +31 30 257 91 11

**E-mail:** [asr.klachten.schade@asr.nl](mailto:asr.klachten.schade@asr.nl)

If **you** remain dissatisfied after ASR Schadeverzekering N.V. have considered **your** complaint, or if **you** have not received a written final response within eight weeks from the date ASR Schadeverzekering N.V. received **your** complaint, **you** may be entitled to refer **your** complaint to the Dutch the Financial Services Complaints Institute (Kifid) who will independently consider **your** complaint free of charge. Their contact details are:

### **Financial Services Complaints Institute (Kifid)**

**Post:** Postbus 93257 | 2509 AG Den Haag

**Telephone:** +31 70 333 8 999

**Email:** [consumenten@kifid.nl](mailto:consumenten@kifid.nl)

**Website:** [www.kifid.nl](http://www.kifid.nl)



## Section Q – Legal Expenses

This section will apply if you have chosen to purchase the additional Legal Expenses cover and this is set out on your policy schedule.

### Definitions

The following definitions apply to Sub-Section Q only:

#### Adviser

Our panel solicitors or their agents appointed by Us to act for You, or, and subject to Our agreement, where court proceedings have been issued or a conflict of interest arises, another legal representative nominated by You.

#### Advisers' Costs

Legal fees and disbursements incurred by the Adviser or another legal representative with Our prior written authority. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against You in a civil court or Underwriter's agree to pay them and paid on the standard basis of assessment.

#### Identity Fraud

A person or group of persons knowingly using a means of identification belonging to You or the Vessel without Your knowledge or permission with intent to commit or assist another to commit an illegal act.

#### You/Your

Sub-Section 1, 3 & 5 The owner of the Vessel and any authorised skipper, crew or guests.

Sub-Section 2, 4, & 6 The owner of the Vessel.

If You die legally appointed representatives will be covered to pursue cases covered by this insurance on Your behalf which arose prior to Your death.

#### Insured Incident

The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one Insured Incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

#### Mooring Fees

Normal fees You have contracted and are required to pay to a marina or mooring supplier for mooring the Vessel.

#### Proceedings

The pursuit or defence of civil proceedings to obtain damages and the defence of civil or criminal proceedings.

#### Emergency Expenses

Standard class travelling costs up to €500 per person.

#### Standard Advisers' Costs

The amount of Advisers' Costs that would normally be incurred by Underwriters in using a nominated Adviser of Our choice.

#### Territorial Limits

Sub-Section 1: The cruising range area shown in the insurance policy to which this cover attaches

Sub-Section 2, 3 & 5: The cruising range area shown in the insurance policy to which this cover attaches but within the European Union, the Azores, the Isle of Man, The Canary Islands, The Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Madeira, Malta, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey, and countries bordering the Mediterranean and including waterways connecting any of these countries.

Sub-Section 4 & 6: Member states of the European Union.

### 1 Uninsured Loss Recovery and Personal Injury Pursuit

#### What is covered

- 1.1 You are covered for Advisers' Costs, up to a maximum of €150.000 per insured incident, to pursue damages claims in Proceedings following a collision, impact, fire or flooding causing damage to the

Vessel against those whose negligence has caused Your injury or death or caused You to suffer uninsured losses.

#### **What is not covered**

**1.2** There is no cover for Advisers' Costs incurred in claims by You for Proceedings pursued against the owner, skipper or crew of the Vessel or guests aboard the Vessel at the time of the Insured Incident.

**1.3** There is no cover for claims for:

- (a) Medical or clinical treatment, advice, assistance or care.
- (b) Stress, psychological or emotional injury unless it arises from You suffering physical injury.
- (c) Illness, personal injury or death which is caused gradually or is not caused by a specific event.

## **2 Contract Disputes**

#### **What is covered**

**2.1** You are covered for Advisers' Costs, up to a maximum of €100.000 per insured incident, to pursue or defend Proceedings following a breach of a contract that You have entered into for buying or selling goods or services in connection with the Vessel including the purchase or sale of Your Vessel. The Insured Incident must have commenced after the start of the Insured Period or the start of the first period of continuous legal expenses insurance held by You.

#### **What is not covered**

- 2.2** There is no cover for Advisers' Costs where the legal jurisdiction of the contract is outside of the Territorial Limits.
- 2.3** There is no cover for disputes or knowledge of disputes that arise during the manufacture/fitting out of a Vessel.
- 2.4** There is no cover for disputes arising from any commercial activity or venture for gain in connection with the Vessel including chartering.
- 2.5** There is no cover for a dispute arising against Paul L'Ortye Yacht Insurance and ASR Schadeverzekering N.V.

## **3 Prosecution Defence**

#### **What is covered**

**3.1** You are covered for Advisers' Costs, up to a maximum of €100.000 per insured incident, to defend criminal prosecutions brought against You within a criminal court arising from Your ownership or use of the Vessel.  
You will only be covered for pleas in mitigation where such a plea has a reasonable prospect of reducing any penalty that may be awarded against You..

#### **What is not covered**

- 3.3** There is no cover for Advisers' Costs arising from allegations of dishonesty, violence, deliberate, reckless or intentional acts, or whilst being in control of the Vessel whilst under the influence of alcohol or drugs.
- 3.4** There is no cover for damages, interest, fines or costs awarded against You.

## **4 Identity Fraud**

#### **What is covered**

- 4.1** You are covered for Advisers' Costs, up to a maximum of €100.000 per insured incident, incurred in dealing with commercial corporations or companies that have been fraudulently applied to for credit, goods or services in Your name or which are seeking monies from You as a result of Identity Fraud.
- 4.2** You are covered for Advisers' Costs, up to a maximum of €100.000 per insured incident, incurred in liaising with credit referencing agencies and all other commercial corporations or companies necessary on Your behalf to advise that You have been the victim of Identity Fraud.
- 4.3** You are covered for Advisers' Costs, up to a maximum of €100.000 per insured incident, to defend Your

legal rights and/or take reasonable steps to remove County Court Judgements against You that have been obtained by an organisation that You are alleged to have purchased, hired or leased goods or services from where You deny having entered in to the contract and allege that You have been the victim of Identity Fraud.

**What is not covered**

- 4.4 Any financial losses incurred by You as a result of Identity Fraud other than Advisers' Costs.
- 4.5 Any claims where You are not the victim of Identity Fraud.
- 4.6 Any claim where the Identity Fraud has been committed by somebody You live with.

**5 Emergency Expenses**

**What is covered**

- 5.1 You are covered for Emergency Expenses , up to a maximum of €500 per person and up to a maximum of €2.500 per insured incident, that You have paid to return to your country of legal residence within the European Union in the event that the Vessel is damaged in an accident following a collision, impact , fire or flooding rendering it unsuitable to be used for your overnight accommodation whilst the Vessel outside the your country of residence.
- 5.2 You are also covered for Emergency Expenses that You have paid to travel from to your country of legal residence within the European Union to return to the Vessel whilst it is outside the your country of legal residence, following repairs within four months of the date of the original accident which caused the Vessel to become unsuitable to be used for your overnight accommodation .

**What is not covered**

- 5.3 There is no cover for Emergency Expenses unless You have claimed under the insurance policy to which this cover attaches for the repairs to the Vessel and that claim has been accepted.

**6 Mooring Fees**

**What is covered**

- 6.1 You are covered for Mooring Fees, up to 28 days and up to a maximum of € 5.000 per insured incident, if You are unable to use the Vessel as a result of:
  - (a) Your accidental injury or illness of such severity You are unable to use the Vessel for any purpose, or
  - (b) Accidental loss or damage to the Vessel of such severity You are unable to use it for any purpose.

**What is not covered**

- 6.2 The first seven days of Mooring Fees in relation to each and every Insured Incident. The cover for 28 days Mooring Fees starts after the expiry of this 7 day period.
- 6.3 Where You could reasonably have known when entering into the contract for Mooring Fees or purchasing this insurance that a claim under this insurance might occur.
- 6.4 Mooring Fees if any loss or damage to the Vessel arises from wear and tear or mechanical or electrical failure or breakdown.

**8 General Exclusions**

**8.1 There is no cover where:**

- (a) The start of the Insured Incident predates the start of the Insured Period.
- (b) You should reasonably have realised when buying this insurance that a claim under this insurance might be made.
- (c) A reasonable estimate of the Advisers' Costs is more than the amount in dispute.
- (d) You fail to give full information to Us or to the Adviser.
- (e) Something You do or fail to do prejudices Your position or the position of the Underwriters in connection with the Proceedings.
- (f ) Advisers' Costs or any other costs and expenses incurred have not been agreed in advance or are above those for which We have given Our prior written

approval.

(g) Your insurers repudiate the policy or refuse indemnity.

**8.2** There is no cover for any claim directly or indirectly arising from:

- (a) Libel, Slander or verbal injury.
- (b) A dispute between persons insured under this insurance.
- (c) An application for a judicial review.
- (d) A novel point of law.

**8.3** There is no cover:

- (a) For Advisers' Costs or any other costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party or which are not reasonable or necessary.
- (b) For the amount of Advisers' Costs in excess of Our Standard Advisers' Costs where You have decided to use an Adviser of Your own choice.
- (c) Where You have other legal expenses insurance cover or are entitled to public funding.
- (d) For claims made by or against Your insurance adviser, the Underwriters, the insurers of the insurance policy to which this cover attaches, the Adviser or Us.
- (e) For appeals without Our prior written consent.
- (f) Prior to the issue of court proceedings, for the costs of any legal representative other than those of the Adviser unless expressly agreed by Us. Such agreement is entirely at Our discretion.
- (g) For any costs which You incur and wish to recover which You cannot substantiate with documentary evidence.
- (h) Where that loss or damage would have been better covered under any other insurance policy You hold.

**8.4** Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.