



Motorboat, Yachts and Small Craft

The company shall indemnify the insured against the following contingencies:

Section I: Loss or damage to the vessel stated in the schedule

Sub-section A: Vessel

Defined events

Loss of or damage to any vessels described in the schedule whilst:

- (a) afloat at sea, in ports and rivers or on inland waters including docking, undocking, launching and hauling out and whilst being towed or towing water-skiers or vessels or crafts in distress

Provided that:

- (i) such towage or salvage service is not undertaken in terms of a contract previously arranged by or on behalf of the insured or any other party
 - (ii) the insured vessel does not exceed 6 (six) metres in overall length
- (b) in transit by road, rail, sea or air including loading and unloading
- (c) ashore including dry-docking and at the premises of contractors for the purpose of overhauling, fitting out, upkeep, repair or survey.

Definitions

“**Vessel**” shall mean:

the vessel's hull, motor, machinery, rudder, propeller, furniture, fixtures, fittings, accessories, and the vessel's boat(s), lifebuoys, moorings and chains, protective covers including outboard motor(s) and sails, spars, masts and rigging

Provided that:

such property is insured under a separate sum insured in the schedule excluding the property more specifically described in Sub-section B.

“**Certificate of Competence**” means a certificate, including any relative endorsement, issued by a certifying authority entitling its lawful holder to act in the capacity and perform the functions involved on a vessel of the type, category, tonnage or length, power and means of propulsion concerned

“**Certificate of Fitness**” means a certificate, including any relative endorsement, issued in respect of a vessel that complies with requirements as per the “Merchant Shipping Act 57 of 1951”

“**Certifying Authority**” means the Authority and, to the extent that it has been designated pursuant to Regulation 30(1) of the “Merchant Shipping Act 57 of 1951” to perform the functions of a certifying authority, and authorized agent.



Sub-section B: Other property

Defined events

Loss of or damage to the following property provided that such property is specifically described and insured under a separate sum insured in the schedule:

- (a) boating-, yachting-, or crew's clothes, and other specified personal effects
- (b) diving and fishing gear, water-skis, ski-ropes and other sports equipment
- (c) food, fuel and other stores, lifebelts and medical kit
- (d) binoculars, sextants, fish finding and similar equipment
- (e) nautical books, maps and navigating equipment
- (f) radar, radio, television and electronic equipment.

Sub-section C: Trailer

Defined events

Loss of or damage to the trailer and/or launching trolley described in the schedule including the permanent fittings attached thereto.

Insured perils

The property described in section I sub-sections A, B and C is covered against accidental loss or damage not otherwise excluded, including

1. stranding, sinking or collision
2. bursting of boilers, breakage of shafts, latent defects in hull and/or machinery including accidents in loading, discharging and handling stores, equipment, gear, machinery or fuel and loss or damage caused by the negligence of any person whatsoever

Provided that:

the cost of making good any defect resulting from either negligence or breach of contract in respect of any repair or alteration work carried out for the account of the insured or in respect of maintenance is excluded

3. fire, self-ignition, lightning, earthquake and explosion
4. storm, tempest and flood
5. theft or any attempt thereof
 - (a) the entire vessel and/or its boat(s) and/or trailer
 - (b) the vessel's and/or boat's and/or trailer's machinery and/or its fixtures and fittings or equipment including outboard motor(s) and the property more specifically described in sub-section B of the schedule



Provided that:

such theft is accompanied by actual forcible, visible and violent breaking into or out of

- (i) unattended vessels, motor- or other vehicles
 - (ii) residential outbuildings not directly communicating with any private residence or any other place of storage
- (c) outboard motor(s) whilst attached to the vessel

Provided that:

such outboard motor(s) is securely locked to the insured vessel or its boat(s) by an anti-theft device in addition to the normal method of attachment

6. dropping off or falling overboard of the insured vessel's outboard motor(s)

Provided that:

it is securely fastened to the insured vessel by a chain or other safety device in addition to the normal method of attachment

7. aircraft and other aerial devices or articles dropped therefrom or there out.

In addition to the above this section 1 also covers

- 1. the expenses of sighting the bottom after the insured vessel has been stranded, sunk or in collision, if reasonably incurred specially for that purpose, even if no damage be found
- 2. salvage charges incurred in preventing a loss by any peril stated in this section
- 3. costs and expenses reasonably incurred in minimising or averting a loss which would have resulted in a claim under this section.

4. **Credit shortfall**

If any total loss settlement under section I - sub-section A is less than the amount owing to a registered credit provider under the Usury Act 73 of 1968 and the Credit Agreements Act 75 of 1980 under a current instalment sale or lease agreement, the company will pay to the insured an additional amount equal to the shortfall less:

- (a) any arrears instalments or rentals including interest payable on such arrears
- (b) all refunds of premium for cancellation of any insurance cover relating to the motor-boat, yacht and /or small craft
- (c) the increased instalments or rental that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled
- (d) the first amount payable under section I - sub-section A

Provided always that:



- (i) the amounts payable shall not exceed the maximum indemnity stated in the schedule less the first amount payable under section I - sub-section A
- (ii) this extension shall not apply to an agreement whereby the amount of any single instalment other than the final residual amount after the initial payment differs by more than 10% (ten percent) from any other instalment
- (iii) if such shortfall is as a result of a re-advance under an instalment sale or refinancing in terms of a lease the insurance by this extension shall be void.

Specific exceptions applicable to I - sub-section A, B and C

The company shall not be liable for:

1. loss or damage directly or indirectly caused by or through or contributed to by wear and tear, depreciation, deterioration or occasioned by moth, vermin or rust
2. consequential loss from any cause whatsoever
3. damage to tyres of the trailer by road punctures cuts or bursts whilst on the road
4. damage to springs due to inequalities of the road or other surface
5. loss of or damage to or the costs of repairing
 - (a) mechanical or electrical breakdowns, failures or breakages
 - (b) motors, electrical machinery, batteries and their connections (including the shaft and propeller) and including metalling or repairs thereto unless caused by:
 - (i) the insured vessel being stranded, sunk, burnt, on fire, in collision or in contact with any external substance (including ice but excluding water)
 - (ii) theft of the entire vessel or theft accompanied by actual forcible, visible and violent breaking into or out of such vessel or place of storage or theft of the out-board motor(s) securely locked to the vessel by an anti-theft device in addition to its normal method of attachment or by fire in a place of storage ashore or whilst such property is being removed from or placed in the insured vessel
 - (iii) explosion, earthquake, malicious acts, aircraft and other aerial devices or articles dropped therefrom or thereout
6. loss of or damage to sails and protective covers split by the wind or blown away whilst set, unless:
 - (a) caused by the insured vessel being stranded, sunk, burnt, on fire or in collision or in contact with any external substance (including ice but excluding water)
 - (b) in consequence of damage to the spars to which the sails are bent
7. damage resulting from scratching or bruising and/or denting and the cost of consequent repainting or revarnishing arising during transit or during loading or unloading
8. loss of or damage to diving and fishing gear and other sports equipment which is directly attributable to the use of such equipment for the purposes for which it was manufactured



9. any loss or expenditure incurred solely in remedying a fault in design or in the event of damage resulting from faulty design and giving rise to a claim under the conditions of this insurance, for any additional expenditure incurred by reason of betterment or alteration in design, or for the costs and expenses of replacing or repairing any part condemned solely in consequence of a latent defect or fault or error in design or construction
10. loss of or damage to boat(s) not permanently marked with the name of the parent vessel insured under this section
11. loss of or damage to vessel(s) which is attributable to submerged objects under the water.

Specific conditions applicable to section I - sub-section A, B and C

1. Basis of claim settlement

The basis of indemnity under this section in the event of loss of or damage to the property described in the schedule shall be the cost of replacing or reinstating property of the same kind or type but not superior to or more extensive than the insured property when new except in respect of property manufactured, built, or purchased as new, more than 5 (five) years before the date of loss or damage in which case the basis of indemnity shall be the reasonable cost of replacing, reinstating or repairs to the insured property but not exceeding the reasonable market value of such property at the time of such loss or damage unless otherwise specifically agreed by endorsement

Provided that:

- (a) the liability of the company shall be limited to the indemnity stated above or the sum insured in respect of such property whichever is the lesser
- (b) the maximum liability of the company in any one period of insurance shall not exceed the total sum insured
- (c) deductions on account of new material replacing old may be made at the company's discretion in respect of loss or damage to:
 - (i) sails, protective covers and running rigging
 - (ii) outboard motor(s), inboard motor(s), batteries and machinery
- (d) in the event of loss of or damage to the property insured the company's liability in respect of any new parts which may be required as a result of such loss or damage and which are unobtainable in the Republic of South Africa, Namibia or Botswana or are obsolete in pattern, shall be limited to the value of such parts at the time of the loss or damage but not exceeding the manufacturer's last issued catalogue or price list for such parts
- (e) the company shall not be liable for glitter and/or decorative and/or similar finish unless specifically stated in the schedule that indemnity for such repairs are included and the insured has paid the premium required therefore
- (f) the company shall not be liable for unprepared damage in addition to a subsequent total loss sustained during the period of insurance stated in the schedule.



2. Underinsurance

If the total value of the property covered shall at the time of the loss or damage be greater than the total sum insured, the insured shall be considered as being his own Insurer for the difference and shall bear a rateable share of the loss accordingly. Every item if more than one shall be separately subject to this condition. Always subject to the provisions of Specific condition 1 above, which shall be taken into account in calculating the value of the property at the time of such loss or damage.

3. First amount payable - Section 1

In respect of each and every occurrence giving rise to a claim the insured shall be responsible for the first amount payable specified below or any lesser expenditure which may be incurred. If the expenditure incurred by the company shall include the amount for which the insured is responsible such amount shall be paid by the insured to the company forthwith.

Sub-section A: Vessel

N\$250 (two hundred and fifty Namibia Dollar) per occurrence.

Sub-section B: Other property

N\$250 (two hundred and fifty Namibia Dollar) per occurrence.

Sub-section C: Trailer

N\$250 (two hundred and fifty Namibia Dollar) per occurrence

Provided that:

- (a) in the event of more than one item of a sub-section being involved in the same occurrence giving rise to a claim the insured shall only be responsible for the first amount payable in respect of the aggregate claim of all such items
- (b) in the event of more than one sub-section being involved in the same occurrence giving rise to a claim the insured shall only be responsible for the first amount payable of either sub-section A or sub-section B or sub-section C, whichever is the highest in respect of the aggregate claim of all such sub-sections.

The expression "occurrence" shall mean an occurrence or series of occurrences arising out of one cause in connection with the vessel, trailer or other property insured under this section.

Section II: Liability

Sub-section A: Liability to third parties (If stated in the schedule to be included)

Defined events

Damages which the insured shall become legally liable to pay consequent upon:

- (a) accidental death of or bodily injury to or illness of any person
- (b) accidental loss of or damage to property including loss of or damage to piers, docks, wharves and jetties and the cost of any attempted or actual raising, removal or destruction of the wreck



of the vessel or neglect or failure to raise, remove or destroy it arising out of the use of or caused by the vessel, trailer or other property described in the schedule.

Sub-section B: Liability to non-fare paying passengers - only in respect of motorboats, yachts and small craft (If stated in the schedule to be included)

Defined events

Damages which the insured shall become legally liable to pay consequent upon:

- (a) accidental death of or bodily injury to or illness of any person
- (b) accidental loss of or damage to the property of any person

whilst he/she is travelling upon the vessel described in the schedule or embarking thereon or disembarking therefrom

Provided that:

such passenger(s) is not transported for reward.

Sub-section C: Liability in respect of water-skiers or parasailors - only in respect of motorboats, yachts and small craft (If stated in the schedule to be included)

Defined events

Damages which the insured shall become legally liable to pay consequent upon:

- (a) accidental death of or bodily injury to or illness of any person
- (b) accidental loss of or damage to property of any person

engaged in water-skiing or parasailing whilst being towed by the vessel described in the schedule or preparing to be towed or after being towed until safely on board such vessel including liability as defined above in respect of:

- (a) accidental death of or bodily injury to or illness of any person
- (b) accidental loss of or damage to the property of any person

incurred by water-skiers or parasailors operating with the vessel described in the schedule

Provided that:

- (a) such water-skier or parasailor is not entitled to indemnity under any other policy
- (b) such water-skier or parasailor shall, as though he/she were the insured, observe, fulfil and be subject to the terms, exceptions and conditions of this section in so far as they can apply.

Sub-section D: Navigation by other persons - only in respect of motorboats, yachts and small craft

Defined events

The provisions of Section II - Sub-sections A, B and C of this section shall extend to any person other than:



- (a) a person operating or employed by the operator of a shipyard, repair yard or slipway
- (b) a person operating or employed by a yacht or motor boat club, sales agency or similar organisation

whilst he/she is navigating or in charge of the vessel described in the schedule, on the order or with the permission of the insured

Provided that:

- (a) such person is not entitled to indemnity under any other policy
- (b) such person shall, as though he/she were the insured, observe, fulfil and be subject to the terms, exceptions and conditions of this section in so far as they can apply
- (c) such person has not been refused yacht or motor boat insurance or continuance thereof by any other insurance company or underwriter.

Sub-section E: Costs and expenses

Defined events

The provisions of section II - Sub-sections A, B, C and D of this section are extended to cover:

- (a) the expenses incurred by the insured, by reason of his interest in the vessel described in the schedule, in connection with official enquiries and inquests
- (b) law costs incurred in defending any action or contesting liability

Provided that:

such costs and expenses are incurred with the written consent of the company

- (c) all sums for which the insured shall become legally liable to pay in connection with accidents due to or alleged to be due to first aid treatment administered or made available by the insured

Provided that:

any liability in respect of wrongful diagnosis is expressly excluded

- (d) if more than one party be named as the insured in the schedule of this section then each of such parties shall be deemed to be indemnified in accordance with the indemnity afforded under this sub-section as if a separate insurance has been issued to each of such parties and the company agrees to waive all rights of subrogation which the company may have or require against any one of such parties.

Specific exceptions applicable to section II- sub-section A, B, C, D and E

The company shall not be liable for:

1. death of or bodily injury to or illness of:
 - (a) any person being a member of the same household as the insured or any person being a member of the insured's family



- (b) workmen or any person employed by the insured in any capacity whatsoever arising out of and in the course of such employment
 - (c) any person being conveyed in or on the trailer described in the schedule
2. loss of or damage to property:
 - (a) belonging to the insured or is leased, hired, lent or in the charge, custody, control or held in trust by or on behalf of the insured
 - (b) conveyed or about to be conveyed in or on the vessel and/or trailer except in respect of property belonging to passengers and water-skiers provided that liability of water-skiers is included in the schedule of this section
 3. claims for compensation in respect of fare-paying passengers
 4. liability assumed by agreement unless such liability would have attached to the Insured notwithstanding such agreement
 5. any advice or treatment, other than first-aid treatment given or administered by the insured or by any person acting on the insured's behalf
 6. accidents arising whilst the vessel and/or trailer is in transit by road or attached to a motor vehicle or has broken away or become accidentally detached from a motor vehicle including any liability which is the subject of indemnity under any form of motor vehicle insurance (whether such insurance is required by any Law, or not) notwithstanding that no such insurance is in force or has been effected
 7. liability of or to water-skiers or parasailors unless specifically insured under section II - sub-section C.

Specific conditions applicable to section II - sub-section A, B, C, D and E

Limits of liability

1. In respect of motorboats, yachts and small craft only

The liability of the company in respect of:

- (a) accidental death and/or bodily injury, and/or illness and/or
- (b) accidental loss and/or damage to property and/or
- (c) costs and/or expenses

shall be limited to the sums specified hereunder in respect of any one accident or series of accidents due to or arising out of any one event or occurrence:

Sub-section	Liability	Limit of liability
A	To third parties	N\$1 000 000
B	To passengers	N\$1 000 000



C To and/or of water-skiers or parasailors N\$1 000 000
if specifically insured

E In the aggregate of (a), (b) and (c) above N\$ 10 000

Provided always that:

in the event of the Insured becoming liable in respect of claims arising out of one accident or series of accidents due to or arising out of any one event or occurrence involving compensation under more than one sub-section of this section the liability of the company shall be limited to N\$1 000 000 (one million Namibia Dollar) in the aggregate where cover is granted for a limit of N\$1 000 000 (one million Namibia Dollar) in the aggregate.

2. In respect of jet ski's only

The liability of the company in respect of:

- (a) accidental death and/or bodily injury, and/or illness and/or
- (b) accidental loss and/or damage to property and/or
- (c) costs and/or expenses

shall be limited to the sums specified hereunder in respect of any one accident or series of accidents due to or arising out of any one event or occurrence:

Sub-section	Liability	Limit of liability
A	To third parties	N\$250 000
E	In the aggregate of (a), (b) and (c) above	N\$ 10 000

Provided always that:

in the event of the insured becoming liable in respect of claims arising out of one accident or series of accidents due to or arising out of any one event or occurrence involving compensation under more than one Sub-section of this section the liability of the company shall be limited to N\$250 000 (two hundred and fifty thousand Namibia Dollar) in the aggregate.

Section III: Emergency expenses shortfall

Defined events

Doctors' or surgeons' fees up to N\$7 500 (seven thousand five hundred Namibia Dollar) in the aggregate for emergency attendance upon the insured or the insured's spouse or children who are in the Insured's custody as a direct result of the vessel sinking or being in collision with another vessel or in contact with any external substance (including ice but excluding water).

Specific exceptions applicable to sections I, II and III all sub-sections

1. The company shall not be liable for loss, damage, expense or liability of whatsoever nature directly and/or indirectly caused by or contributed to by or arising from:



- (a) capture, seizure, arrest, restraint or detainment and the consequences thereof or of any attempt thereat; also from the consequence of hostilities or warlike operations, whether war be declared or not; but this exception shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in case of collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this exclusion "power" includes any authority maintaining naval, military or airforces in association with a power
- (b) piracy
- (c) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clauses 1(a) and 1(b) above.

If the company alleges that by reason of clauses 1(a) to 1(c) above, loss or damage is not covered by this section, the burden of proving the contrary shall rest on the insured.

Specific conditions, clauses and extensions applicable to sections I, II, and III all sub-sections

1. Due diligence

The insured shall take all reasonable steps to maintain the vessel, trailer and other property insured by this section in a proper state of repair and in a sea- and roadworthy condition and shall at all times exercise all reasonable precautions for the safety of such property and to prevent loss, damage and accidents.

2. Speed limit

The maximum designed speed of the insured vessel, or the parent vessel in the case of a vessel with boat(s) may not exceed 53.75 knots (100 kilometres) per hour.

3. Geographical limits

The company shall not be liable in respect of any accident, injury, loss, damage and/or liability caused, sustained or incurred:

- (a) outside the territorial limits of the Republic of South Africa, Lesotho, Botswana, Kingdoms of Eswatini, Namibia, Mozambique, Zimbabwe and Malawi
- (b) outside a cruising range of 12 (twelve) nautical miles from the coast of the Republic of South Africa, Namibia or Mozambique

unless such geographical and cruising range in respect of motorboats, yachts and small craft are specifically extended by endorsement.

4. Description of use

Use for social, domestic, pleasure and private purposes excluding

- (a) use in connection with any business, trade or profession or whilst the insured property is let out on hire or charter
- (b) use for racing or speed tests or any trials in connection therewith



Provided that:

if the insured has paid the additional premium required for this extension the company will indemnify or compensate the Insured in terms of this section whilst the vessel is used for racing or speed tests or any trials in connection therewith.

5. Claims

(a) Notification of claims

Should the geographical and cruising range be extended by endorsement immediate notice must be given to the nearest Lloyd's Agent in the event of an occurrence taking place within such extended range.

(b) Repairs and tenders

The company shall be entitled to decide the port or place to which the vessel shall proceed for docking or repair

Provided that:

the additional expense of the voyage arising from compliance with the company's requirements being refunded to the Insured. The company shall have a right of veto concerning the place of repair or repairing firm and may also take tenders or may require tenders to be taken for the repairs of the vessel or other property insured under this section.

(c) Reinstatement

The company may at their option reinstate or replace any part of the insured property lost or damaged instead of paying the amount of the loss or damage in money. Reinstatement affected as nearly as reasonably practicable to be deemed sufficient notwithstanding that the former appearance and condition of the property may not be precisely restored. If the company elects to reinstate or replace, the insured shall provide them when required, with all such plans, specifications and information as may be deemed necessary or expedient for the purpose.

(d) Constructive total loss

In ascertaining whether the vessel is a constructive total loss the insured value shall be taken as the repaired value and nothing in respect of the damaged or break-up value of the vessel or wreck shall be taken into account. No claim for constructive total loss based upon the cost of recovery and/or repair of the vessel shall be recoverable hereunder unless such cost would exceed the insured value.

(e) Sister ships

Should the insured vessel come into collision with or receive salvage services from another vessel belonging wholly or in part to the insured, or under the same management, the insured shall have the same rights under this section as he would have were the other vessel entirely the property of owners not interested in the insured vessel

but in such cases the liability for the collision shall be referred to a sole arbitrator to be agreed upon between the company and the insured.



6. Assignment

No assignment of or interest in this section or in any money which may be or become payable thereunder is to be recognised by or binding on the company unless a dated notice of such assignment or interest signed by the insured and (in the case of subsequent assignment) by the assignor be endorsed on this section and the section with such endorsement be produced before payment of any claim or return of premium there under but nothing in this clause to have effect as an agreement by the company to a sale or transfer to new management.

7. Hire purchase

If to the knowledge of the company the vessel, trailer or other property covered by this section is the subject of a hire purchase or similar agreement, payment shall be made to the owner described therein whose receipt shall be a full and final discharge to the Company in respect of such loss or damage.

8. Laid up periods

No return of premium shall be allowed in respect of periods during which the vessel may be laid up.

9. No rights to any person other than the insured

Nothing contained in this section shall give any rights against the company to any person other than the insured. Any extension of the company's liability, under any sub-section of this section, in respect of any person other than the insured shall give no right of claim under this section to such person, the intention being that the insured shall in all cases claim for and on behalf of such person and the receipt of the insured shall in any case absolutely discharge the company's liability under this section.

10. Submerged objects under the water - excluding rubber vessels and outboard motors (If stated in the schedule to be included)

Notwithstanding anything to the contrary contained in Specific exception 11 applicable to section I sub-sections A, B and C above this section is extended to include the following:

- (a) loss of or damage to hulls (excluding rubber vessels and outboard motor(s)) which is directly attributable to submerged objects under the water.

11. Submerged objects under the water - including outboard motors (If stated in the schedule to be included)

Notwithstanding anything to the contrary contained in Specific exception 11 applicable to section I sub-sections A, B and C above this section is extended to include the following:

- (a) loss of or damage to the vessel(s) (excluding the hull of rubber vessels) which is directly attributable to submerged objects under the water.

12. Riot and strike (If stated in the schedule to be included)



Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein, this section is extended to cover loss or damage directly occasioned by or through or in consequence of:

- (i) civil commotion, labour disturbances, riot, strike or lockout
- (ii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (i) above

Provided that this extension does not cover

- (a) loss or damage occurring in the Republic of South Africa and Namibia
- (b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured
- (c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation
- (d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation commandeering or requisition by any lawfully constituted authority
- (e) loss or damage related to or caused by 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, by reason of provisos (a), (b), (c), (d) or (e), loss or damage is not covered by this section, the burden of proving the contrary shall rest on the insured.

13. Shipping Regulations

This section or any subsequent renewal will be null and void from inception:

- (a) if the vessel does not comply with the design and construction requirements as set out in the Merchant Shipping Act 57 of 1951
- (b) if the requirements for skippers to be in possession of a Certificate of Competence at all times does not apply as set out in the Merchant Shipping Act 57 of 1951
- (c) if the vessel is not at all times in possession of a Certificate of Fitness or Local General Safety Certificate as set out in the Merchant Shipping Act 57 of 1951

Unless such vessel is a sailing vessel of less than 9 (nine) meters in length, power-driven vessel under 15 (fifteen) horse-power and vessel propelled by human power alone.