

PlainSailing

**AtlasPlainSailingPolicy**  
**Yacht and Pleasure Craft**



# Atlas Plain Sailing Yacht and Pleasure Craft Policy

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# Your Plain Sailing Policy

## Contract of Insurance

- **Your Plain Sailing Policy** is a contract between **you** and Atlas Insurance PCC Limited (**us**). This contract is formed by the information that **you** have given **us** and this **policy**.
- On the basis that the information that **you** have given to **us**, is true and complete to the best of **your** knowledge and belief (subject to the terms of the **policy**), **we** will insure **you** against loss, damage, injury and legal liability, which will happen during the **period of insurance** for which **we** have accepted **your premium**.
- If the cover provided does not meet **your** requirements **you** may return the **policy** to the point of sale within 14 days from the date **you** bought it or the date **you** received **your policy** documentation. **We** will give **you** a full refund of any **premium you** have paid provided
  - that **you** have not made and are not intending to make a claim and no incident likely to give rise to a claim has occurred,
  - that where the **policy** was issued to cover the **insured craft** which is or was to be registered with the Small Ships Register of the Malta Maritime Authority, proof of continuation of insurance coverage for the term of the **policy** must be provided.
- **You** must tell **us** about any changes which affect **your policy** and which have occurred either since **your policy** started or since the last renewal date. If **you** are not sure whether certain facts are relevant please ask **us**. **Your policy** may not be valid or may not cover **you** fully if any relevant information is not disclosed. **You** should keep a written record (including copies of letters) of any information **you** give **us** or **your** insurance intermediary when **you** renew this **policy**. A copy of the proposal form **you** have completed is available on request.
- **Your policy** is valid for the **period of insurance** shown in the **schedule**.

# Definitions

If **we** explain what a word means that word has the same meaning wherever it is used in the **policy**. These words are highlighted by the use of bold print.

## Competent person

A person who has the experience and knowledge to drive and handle a craft like the **insured craft** and is 25 years of age or over. A competent person must also be in possession of any necessary permits and/or licenses required by the law of any countries having jurisdiction over the waters in which the **insured craft** is navigated.

## Cruising limits

The geographical area specified in the **schedule** within which **we** have agreed to insure the **insured craft**. **You** can travel outside the cruising limits if **you** are forced to by the weather, any form of danger or an order of a government or legal authority.

## Endorsement

A written record of any alteration **we** agree to make to **your policy** that is shown in **your schedule**.

## Excess

The amount of each claim **you** have to pay.

## Houseboat/houseboat use

An **insured craft** is said to be used as a houseboat when it is not under way or navigating, but is used while on moorings or in its berth by the owner or others for living on board.

## In commission/in commission period

The period shown in the **schedule** when the **insured craft** is fitted out and available for immediate use including hauling out, launching and lifting by crane.

## Insured craft

The hull, superstructure, fittings, machinery, engines, gear and equipment that would normally be sold with the craft.

The insured craft includes **special equipment** but not in excess of €600 in respect of any one item or €2,500 in the aggregate unless specifically mentioned in the **schedule**.

The insured craft includes **additional property** only if separately declared and valued on the **schedule**.

### Special equipment

Items of electronic equipment and navigational or communication equipment that **you** own and that **you** use specifically on the **insured craft** (excluding **personal effects**).

### Additional property

Tenders, outboard engines, trailers and life rafts.

## Laid up/laid up period

The period shown in the **schedule** when the **insured craft** is stored in its laid up location defined in the **schedule**, being a safe berth or ashore as defined in the **schedule**, not fitted out and not ready for immediate use and is not used for any purpose other than fitting out or customary overhauling (including hauling out and lifting by crane).

## Limit of liability

The limit applicable in respect of Section 2 - Liability which is shown in the **schedule**.

## Malta

The Republic of Malta.

### Market value

- In the first four years from its manufacture, the market value shall mean the purchase price paid for the **insured craft** equipped with its machinery, gear and equipment.
- After four years from its manufacture, market value shall mean the value in **Malta** at the time of a loss of a craft of the same type and of the same age and condition as the **insured craft** being equipped with the same machinery, gear and equipment.

In either case the value is to include the value of taxes/duties payable in **Malta** unless otherwise agreed. **You** are obliged to keep the **total sum insured** (and any part of it) shown in the **schedule** at the **market value** throughout the currency of this **policy**.

### Period of insurance

The period which **you** have paid for and which **we** have accepted the **premium** for.

### Personal effects

Items of clothing and articles of a strictly personal nature likely to be worn, used or carried, or nautical apparel or apparatus (including lifejackets, wetsuits, diving equipment, water-skis, fishing gear and tow ropes) other than **special equipment**, generally kept on board the **insured craft** and not normally sold along with the **insured craft**. Personal effects includes **valuables, money** and mobile phones, cameras and other personal electronics.

#### Money

Coins and bank notes in current use, cheques, postal orders and money orders, travel tickets, petrol coupons, deeds, bills of exchange, travellers' cheques and documents of any kind.

#### Valuables

Jewellery or other articles of gold, silver or other precious metals, watches, furs, pictures, paintings and other works of art, collections or stamps, coins or medals.

### Policy

The insurance policy is made up of this booklet, the latest **schedule** issued and any **endorsement** added at the beginning or throughout the currency of the policy.

**You** should read them together as if they were one document.

### Premium

The amount of money that **you** pay and **we** accept for this insurance.

### Schedule

The document that makes the **policy** personal to **you**. It sets out:

- the **period of insurance**
- **your** details
- **our** details
- details of the **insured craft**;
- the **sections** of the **policy** which are applicable;
- the **cruising limits**;
- the **in commission** and **laid up periods** and the laid up location defined in the **schedule**;
- the **sums insured** and other monetary limits;
- the **excess**;
- the **premium**;
- any **endorsements** applying.

## **Sum/s insured/total sum insured**

The values shown in the **schedule** for the **insured craft** or parts thereof.

## **Total loss**

A loss where the **insured craft** is entirely lost or destroyed or a **constructive total loss**.

### **Constructive total loss**

A loss where the **insured craft** is beyond economical repair meaning that the cost of repair and/or recovery would exceed the **total sum insured** shown on the **schedule**.

## **Us/we/our**

Atlas Insurance PCC Limited.

## **You/your/the insured**

Mean the person or entity named as the insured in the **schedule** or any other person who is navigating or in charge of the **insured craft** with your permission who **we** provide cover for.

Other words may be explained elsewhere in the **policy** or **schedule**.

# Where and When Cover Applies

We insure the **insured craft** shown in the **schedule** while it is:

- **In commission** during the **in commission period** shown in the **schedule** within the **cruising limits** shown on the **schedule** including hauling out, launching and lifting by crane and while ashore in its place of storage. During the **in commission period** when not in use the **insured craft** will be normally berthed in the permanent place of mooring defined in the **schedule**.
- **Laid up** afloat or ashore out of commission during the **laid up period** shown on the **schedule** at the laid up location defined in the **schedule**. Cover continues during hauling out, launching and lifting by crane, whilst fitting out and overhauling and during normal maintenance.
- Being transported by road, rail or ferry in **Malta** or within 50 kilometres of the permanent place of mooring defined in the **schedule** (if not in **Malta**). We will not insure any liabilities to third parties during this time.

It is warranted that when unattended ashore the **insured craft** must be stored in its laid up location defined in the **schedule** or in a locked garage/store (excluding motor vehicles) or in a supervised or locked commercial yacht yard approved by us in writing. Trailers may be left unattended in the open provided they are padlocked to a securely locked motor vehicle or to a fixed and immovable object or with their wheels removed.

The **insured craft** may not be towed unless in need of assistance and may not undertake salvage or towage services under contract.

# Section 1 - Loss or Damage to the Insured Craft

This Section is only applicable when a **total sum insured** is shown in Section 1 of the **schedule**.

## Cover

In respect of the **insured craft** shown in the **schedule**, **you** can claim for loss or damage directly caused by a sudden and unforeseen accident including:

- fire, self ignition, explosion or lightning;
- collision, stress of weather, stranding, sinking;
- malicious acts;
- accidents in loading, discharging or handling stores, gear, equipment, machinery or fuel and during hauling out, launching and lifting by crane and including fitting out and overhauling;
- accidents during transportation by road, rail or ferry as allowed by this **policy**;
- theft, but solely theft of:
  - the entire **insured craft** and/or (if insured) of its tender and/or life raft;
  - the trailer (if insured) provided that if left unattended
    - it is chained and padlocked to a securely locked motor vehicle or to a fixed and immovable object; or
    - its wheels have been removed; or
    - theft follows forcible and violent entry into the place of storage, maintenance or repair ashore;
  - outboard engine/s (if insured) provided that if 25HP or under
    - the engine/s is/are secured to the **insured craft** or to the tender by way of an anti-theft device in addition to its normal method of attachment; or
    - theft follows forcible and violent entry into the **insured craft's** locked cabin or into the place of storage (excluding motor vehicles), maintenance or repair ashore;
  - other machinery, gear and/or equipment (including **special equipment** if insured) from the interior of the **insured craft** but solely following forcible and violent entry into the **insured craft's** cabin, hatch or locker or into its place of storage (excluding motor vehicles), maintenance or repair ashore;
  - other fixed machinery, gear and/or equipment (including **special equipment** if insured) from the exterior of the **insured craft** but solely if force or violence is used
- contact with pontoons, harbour equipment, quays, jetties, reefs or any other object that is underwater or partly underwater;
- accidental damage caused by faults that **you** could not know about or by a fault in the design of the **insured craft** or the way it was made;
- the **insured craft's** outboard engine/s (if insured) dropping off or falling overboard.

**You** can also claim for:

- **Salvage charges**

**We** will pay all the sums which **you** shall become legally liable to pay and shall pay in respect of salvage charges.

- **Sue and labour costs**

**We** will pay expenses reasonably and properly incurred by **you** to avert or minimize a loss which **you** would be insured for under **your policy**.



- **Sighting costs**

**We** will pay the cost of inspecting the underwater part of the hull of the **insured craft** after a stranding even if there is no damage.

- **Pollution costs**

**We** will pay for loss or damage caused to the **insured craft** by an authority trying to stop or reduce a pollution threat. As long as **you** have done everything possible to stop or reduce the threat **we** will pay for the loss or damage to the **insured craft** caused by the authority.

## What Is the Most We Will Pay?

Except in respect of sue and labour costs referred to above, **we** will not pay more in total than the **total sum insured** noted in the **schedule** for any one claim under this Section in respect of any one occurrence or series of occurrences originating from one event.

Furthermore, for any specified item forming part of the **insured craft**, except for sue and labour costs referred to above, **we** shall not pay more than the **sum insured** noted against such item in the **schedule**.

If the **total sum insured** (or any part of it) is less than the **market value**, any sum paid by **us** will be limited to the same proportion as the above-mentioned **sum insured** bears to the **market value** of the **insured craft** at the time of the incident leading to a claim.

Sue and labour costs covered above are payable in addition to the **total sum insured** or any **sum insured** but the maximum sum **we** will pay in respect of sue and labour costs for the **insured craft** or any part thereof arising from each separate occurrence or series of occurrences originating from one event is the **sum insured** in respect of any affected item and the **total sum insured** in the aggregate.

### New for old concession

Notwithstanding what is stated above, in the event of the **insured craft** becoming a **total loss** within four years of its manufacture **we** shall pay the cost of replacement of the **insured craft** with a new craft of the same make, model and specification.

The above concession is subject to the provisos that

- the **sums insured** reflect the **market value**; and that
- the most **we** will pay is the cost of replacement with a new craft as stated above subject however to a maximum of 120% of the **total sum insured**.

## Exceptions

**We** will not pay for:

1. loss or damage directly caused by wear and tear, corrosion, vermin, insects, fungus, marine life, electrolysis or osmosis;
2. loss of value because of age and use;
3. loss of value of the **insured craft** after it has been repaired or other consequential loss;
4. the cost of
  - repairing or replacing any part that is lost or damaged or otherwise condemned because it was faulty or defective,
  - putting right any fault or defect caused after somebody else's mistake or if they do not finish any repair work or alterations;
5. loss or damage caused by scratching, denting, chipping and/or bruising while the **insured craft** is being transported;
6. loss of or damage to sails and protective covers split by wind or blown away while set unless following damage to the spars to which the sails are bent or following the **insured**

- craft** being stranded or coming into collision with any external substance (other than water);
7. loss of or damage to
    - mechanical, electrical or electronic machinery,
    - batteriesand their connections caused by:
    - a. latent defects,
    - b. faulty design and/or construction and/or maintenance and/or repair,
    - c. frost,
    - d. electrical, electronic or mechanical breakdown, failure or derangement;
  8. loss of or damage to:
    - a. sails, masts or spars (and attached fittings) and running or standing rigging while the **insured craft** is racing,
    - b. **additional property** unless specific **sum/s insured** is/are noted for such property in Section 1 of the **schedule**,
    - c. consumable stores, moorings,
    - d. **personal effects** except as covered by the Personal Effects Extension to Section 1,
    - e. trailer tyres while in transit by the application of brakes or by road punctures, cuts or bursts,
    - f. outboard motors following contact with water, unless such motor is completely stripped down and flushed with oil by a qualified engineer immediately after recovery.

## Special conditions applying to Section 1

**You** must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply with them **we** may, at **our** option, cancel the **policy** or refuse to handle **your** claim or reduce the amount of any claim payment.

### 1. Fire Protection

Cover for fire and explosion is only provided subject to the **insured craft** being equipped with fire extinguishing apparatus to the following minimum standards:

- a. if the **insured craft** is equipped with outboard engine/s above 25 h.p. or with inboard engine/s the minimum standard is one manual fire extinguisher; and
- b. if the **insured craft** has a galley area, the minimum standard is extended to include a fire blanket; and
- c. if the **insured craft** is fitted with inboard engine/s and its maximum designed speed is 17 knots or more, the minimum standard is extended to include an adequate fire extinguishing system automatically operated or having controls at the steering position and situated in the engine room or engine space and (where allowable by the craft design) in the tank space.

All such equipment is to be properly installed and maintained in efficient working order.

### 2. Transit

While it is in transit the **insured craft** must be:

- carried on a trailer fit for the purpose intended and towed by a suitable vehicle; or
- fitted in a purpose-built cradle and carried by a professional haulier; or
- secured or fastened to a vehicle roof rack, provided this is a suitable method of transit for the **insured craft**.

### 3. Speedboat Impact Damage Limitation

*Applicable only if the **insured craft** is a speedboat designed to exceed 17 knots and is not designed to include sleeping facilities*

In the event of loss or damage to the rudder, propeller/s, strut or shaft, motors, electric or electronic machinery, batteries and their connections caused by:

- the **insured craft** hitting or otherwise coming in contact with any object that is underwater or partly underwater; and/or
- the blockage of any vents of the **insured craft**

the most **we** will pay in any one **period of insurance** is limited to €3,500.

## Excess Applicable to Section 1

In the event of each and every claim (except for a claim for a **total loss**) under this section for loss, damage or expense **we** shall not be liable for the amount of the **excess** shown in the **schedule**.

## Personal Effects Extension to Section 1

Cover under this Section is extended (without application of the **excess**) to **personal effects** and such property shall be deemed part of the **insured craft**.

**Personal effects** are only insured if they belong to **you** or **your** family members and while they are on board or are being conveyed by water to or from the **insured craft**.

### Limit

The amount recoverable under this extension shall be limited to €600 or to the **sum insured** shown in the **schedule** in respect of **personal effects** if such **sum insured** is higher. No one item shall be deemed of greater value than €250 unless specifically declared and valued.

### Exceptions applicable to personal effects in addition to other exceptions to Section 1

**We** shall not be liable in respect of:

1. loss or damage to **money** or **valuables**, mobile phones, cameras or other personal electronics;
2. any loss or damage to **personal effects** occurring while the **insured craft** is:
  - unattended ashore (except in a locked garage/store) and/or
  - in the custody and control of a repairer or a yacht yard or other storage facility;
3. theft of **personal effects** unless such theft follows forcible and violent entry into the **insured craft's** locked cabin, hatch or locker;
4. breakage of articles of a brittle nature unless caused by the **insured craft** being stranded, sunk, burnt or in collision or by stress of weather or by theft as covered by this extension;
5. loss of or change to water-skis, wet suits, skis, diving equipment, tow ropes and fishing gear unless as a result of fire or theft as covered by this extension or as a result of a **total loss**.

# Section 2 - Liability

This Section is only applicable when a **limit of liability** is shown in Section 2 of the **schedule**.

## Cover

### 1. Compensation

**You** can claim all sums that **you** legally have to pay as a result of owning the **insured craft** shown on the **schedule**, for:

- a. the death of or injury to any other person including anyone getting on or off or travelling on the **insured craft**;
- b. damage to any other property including other vessels, piers, docks, wharves, jetties or pontoons;
- c. attempted raising or raising, removing or destroying the wreck of the **insured craft** or if **you** fail to remove or destroy it; or
- d. pollution caused by the **insured craft** as a result of loss or damage **we** insure.

### 2. Legal Costs

As long as **we** have agreed in writing, **we** will also pay for:

- all **your** legal costs in settling or defending a claim and
- lawyers' fees and all expenses relating to official enquiries or coroner's inquests.

### 3. Indemnity to Other Persons Navigating With Your Permission

This insurance will (at **your** request) also insure any **competent person** who is navigating or in charge of the **insured craft** with **your** permission but

- a. **we** will not insure
  - shipyard operators or their employees,
  - repair yard operators or their employees,
  - slipway operators or their employees,
  - yacht club operators or their employees,
  - marina operators or their employees,
  - sales agencies or their employees,
  - delivery skippers or their employees or crew, or
  - any other similar organisations,unless **we** accept to do so in writing;
- b. **we** will not insure any person who misappropriates the **insured craft**.

## What Is the Most We Will Pay?

**We** will not pay more in total than the **limit of liability** noted in the **schedule** in respect of any one accident or series of accidents arising out of the same event.

It is agreed, however, that should the **cruising limits** in the **schedule** permit sailing in Italian territorial waters, the **limit of liability** is restated as follows solely while the **insured craft** is being used in Italian territorial waters:

### Limit of Liability Any One Event

- a. in respect of compensation and legal costs relating to death of or injury to any other person: the minimum limit of liability as permitted under Italian Law number 198 of 06/11/2007 and subsequent amendments;
- b. in respect of any other compensation and legal costs the **limit of liability** shall be the difference between the **limit of liability** noted on the **schedule** and any compensation

and legal costs paid or payable in accordance with a. above in respect of death or injury to any other person.

## Exceptions

We will not pay claims for:

1. death, injury or illness of anyone **you** employ;
2. death, injury or illness of an employee of anyone navigating or otherwise using the **insured craft**;
3. water-skiers operating with the **insured craft** or anything similar until they are safely back on board the **insured craft**;
4. parascenders operating with the **insured craft** or any other sport which takes place in the air, until they are safely back on board the **insured craft**;
5. divers operating from the **insured craft** until they are safely back on board the **insured craft**;
6. accidents while the **insured craft** is in transit by or attached to a mechanically propelled road vehicle or caused by any trailer **we** insure except when it is deliberately uncoupled from the towing vehicle;
7. accidents while the **insured craft** is in transit by rail or ferry;
8. liability of any sort which comes under any law relating to workmen;
9. any fines or other penalties;
10. any punitive or exemplary damages, however described;
11. any liability arising under an agreement or contract which would not have arisen had the agreement or contract not existed.

## Excess Applicable to Section 2

In the event of each and every claim under this Section arising under Cover 1 b, c and d above **we** shall not be liable for the **excess** shown in the **schedule**.

If however a claim made by **you** involves both Section 1 and 2, the **excess** shall only be applicable once.

# Section 3 - Personal Accident

We automatically include this Section free of charge when Section 1 is operative and a **total sum insured** is shown in Section 1 of the **schedule**.

## Definitions

### Insured persons

The **insured** and any passengers. If the **insured** is a company we include any **competent person** navigating the **insured craft** with **your** permission provided he or she is not doing so in the course of his or her employment, trade or occupation.

### Bodily injury

Bodily injury (including exposure to the elements following a mishap to the **insured craft**) caused by violent, accidental, external and visible means.

### Loss of limb

Loss by severance of an entire hand or foot or the total and permanent loss of use of an entire hand or foot.

### Loss of sight

Total and irrecoverable loss of sight.

### Permanent total disablement

Total and permanent disablement from attending to or following any occupation or employment including

- **Loss of** two or more **limbs** or
- **Loss of sight** in both eyes or
- **Loss of** one **limb** combined with **loss of sight** in one eye.

## Cover

If the **insured person/s** sustain/s **bodily injury** while on board or embarking or alighting from the **insured craft** shown on the **schedule** during the **period of insurance**, resulting directly and independently of any other cause, in death or **permanent total disablement** or **loss of limb** or **loss of sight** within one year from the date of injury, we will pay the benefits noted below in 'What is the most we will pay?':

## What is the most we will pay?

Benefit per **insured person** for:

1. Death	€12,000
2. <b>Permanent total disablement</b>	€6,000
3. <b>Loss of one limb</b> or <b>loss of sight</b> in one eye	€3,500

Provided that :

1. we will not pay more in total than the benefit for death in respect of any one injury to an **insured person**;
2. if **permanent total disablement** is payable in respect of any injury then any benefit paid or payable under benefit 3 above shall be deducted;

3. **we** will not pay more in total than €48,000 in any one **period of insurance** irrespective of the number of **insured persons** claiming;
4. **we** will not pay any benefit to anyone who is compensated under Section 2 – Liability of **your policy**.

## Exceptions

We will not pay

1. if any **insured person** is under 16 or 76 or over at the time of the occurrence;
2. if **bodily injury** results from exposure to needless danger or from committing or attempting to commit suicide or unlawful acts;
3. if **bodily injury** results from the misuse of drugs or alcohol;
4. if the **insured craft** is being used for any purpose other than private pleasure;
5. if an **insured person** is **your** employee or otherwise in the course of any trade, profession, business or employment;
6. if the **bodily injury** results from the use of a jet-ski even if part of the **insured craft**.

## Medical Expenses Extension

**We** will pay up to €600 per **insured person** for any doctors' or surgeons' fees for emergency treatment if **you** or **your** passengers sustain **bodily injury** because

- the **insured craft** hits another boat;
- the **insured craft** hits another object; or
- the **insured craft** sinks.

# How We Settle Claims

## 1. Options Available to Us

We will, at **our** option, pay in cash the amount of the loss or damage or may repair, reinstate or replace the lost or damaged property.

If **we** choose to repair, reinstate or replace property, **we** shall be obliged to do so only to an extent as is reasonably deemed practically sufficient regardless of the fact that former appearance and condition of the property may not be precisely restored.

## 2. Reduction of Sum Insured

The **sum insured** on hull, inboard machinery, gear and equipment will not be reduced by any claim. Other **sums insured** are reduced by the amount of a claim.

## 3. Basis of Settlement

- a. For a **total loss**, **we** shall base **our** settlement on the **insured craft's market value** at the time of the loss but the most **we** will pay is the **total sum insured**.

### New for old concession

Notwithstanding what is stated above, in the event of the **insured craft** becoming a **total loss** within four years of its manufacture **we** shall pay the cost of replacement of the **insured craft** with a new craft of the same make, model and specification.

The above concession is subject to the provisos that

- the **sums insured** reflect the **market value**; and that
  - the most **we** will pay is the cost of replacement with a new craft as stated above subject however to a maximum of 120% of the **total sum insured**.
- b. In the event of a partial loss, **we** shall base **our** settlement on the reasonable cost of repairing or reinstating the lost or damaged part of the **insured craft** (to a condition similar to, but not better than that which existed when the relevant part was new) and necessary expenses related thereto plus any necessary salvage charges, subject always to:
- such cost and expense not rendering the loss a **constructive total loss** in which case **we** shall never pay more than the **insured craft's market value** or the **total sum insured**, whichever is the lower amount, and
  - the maximum payable for any item of **additional property** or **special equipment** specified in the **schedule** being the **sum insured** on such item as noted in the **schedule**.

If the **total sum insured** (or any part of it) is less than the **market value**, any sum paid by **us** will be limited to the same proportion as the above-mentioned sum insured bears to the **market value** of the **insured craft** at the time of the incident leading to a claim.

Except as allowed by the 'New for old concession' above, all claims on trailers, **personal effects**, sails, masts and spars (and attached fittings), running or standing rigging, protective covers, outboard engines and **special equipment** forming part of the **insured craft** will be settled bearing in mind deductions to reflect age, wear, tear and depreciation.

The only costs payable by **us** in excess of the **total sum insured** are costs for sue and labour referred to in Section 1- Loss or Damage to the Insured craft.

## 4. Constructive Total Loss

In ascertaining whether the **insured craft** is a **constructive total loss**, the **total sum insured** shall be taken as the repaired value and nothing in respect of the damaged or



break-up value of the **insured craft** or wreck shall be taken into account.

No claim for **constructive total loss** based upon the cost of recovery and/or repair of the **insured craft** shall be recoverable unless such loss would exceed the **total sum insured**.

## 5. Unrepaired Damage

If the **insured craft** becomes a **total loss**, **we** shall be entitled to reduce **our** payment by the amount of any claim **we** may have paid for previous damage which is still unrepaired at the time of the **insured craft** becoming a **total loss**.

## 6. Other Insurance

In the event of any other insurance covering the same claim as this **policy**, **we** shall only be liable to contribute **our** rateable proportion of such claim. This condition is not applicable to cover under Section 3 - Personal Accident.

# General Exceptions

The following exceptions apply to the whole of **your policy**.

In no case shall this insurance cover loss, damage, injury, liability or expense arising from:

## 1. War, Confiscation and Expropriation

- a. war, civil war, revolution, rebellion, insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power;
- b. capture, seizure, arrest, restraint or detention (barratry and piracy excepted) and the consequences thereof or any attempt thereat;
- c. derelict mines, torpedoes or other derelict weapons of war;
- d. confiscation, expropriation, requisition or pre-emption;
- e. the operation of ordinary judicial process, failure to provide security or to pay any fine, penalty or any financial cause.

## 2. Strikes and Terrorism

- a. strikers, locked-out workmen, persons taking part in labour disturbances, riots or civil commotion;
- b. terrorism and/or steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism. For the purpose of this exception, "terrorism" means any act/s of any person/s or organisations involving:
  - i. the causing, occasioning or threatening of harm of whatever nature and by whatever means;
  - ii. putting the public or any section of the public in fear;in circumstances in which it is reasonable to conclude that the purpose/s of the person/s or organisation/s concerned are wholly or partly of a political, religious, ideological or similar nature.

## 3. Extended Radioactive Contamination

- a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- c. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. This exclusion 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 other similar peaceful purposes.

## 4. Chemical, Biological, Bio-chemical, Electromagnetic Weapon and Cyber attack

- a. any chemical, biological, bio-chemical or electromagnetic weapon;
- b. the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system.

## 5. Sonic boom

pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

## 6. Tenders

any tenders not permanently marked with the name or registration mark of the parent **insured craft** and any tenders with a maximum designed speed of 17 knots or over unless specifically agreed.

## 7. Use Limitations

any occurrences happening while the **insured craft** is:

- a. used permanently as a **houseboat**;
- b. let out on hire or chartered or carrying fare-paying passengers;
- c. used for demonstration purposes;
- d. used for any purposes other than private pleasure purposes;
- e. being delivered to/from **Malta** unless prior written consent is obtained from **us**;
- f. used outside
  - the **cruising limits**
  - Maltese territorial waters (even if the **cruising limits** permit such use) for a period exceeding 30 consecutive days.unless **you** are forced to do so by the weather, any form of danger or an order of a government or legal authority;
- g. used for any illegal purposes whatsoever.

## 8. Racing and the Like

any occurrences happening while the **insured craft** (if mechanically propelled) is used for parascending and similar sports, for racing, speed tests or trials in connection with such activities.

## 9. Control of Insured Craft

any occurrences happening:

- when the **insured craft** is under way unless a **competent person** shall be on board and in control of the **insured craft** (not applicable where the **insured craft** breaks adrift as a result of an insured peril);
- as a result of **your** (or that of any person authorised to control, manage or be on board the **insured craft**) wilful misconduct, malicious act or failure to exercise due diligence to manage or use the **insured craft** properly or to maintain it in a seaworthy condition;
- as a result of the **insured craft** being in control of anyone under the influence of drugs or alcohol.

## 10. Berthing Locations

weather conditions arising between the 1st October to the 31st May (both dates inclusive) unless the **insured craft** is

- a. in its laid up location defined in the **schedule**; or
- b. after each use during the **in commission period**, moored or berthed in either of the following bays/locations
  - St. Julian's Bay (Spinola Inlet) within shelter of the "Cavalieri" breakwater
  - Grand Harbour Marina (Cottonera)
  - Marsaxlokk Bay (Village Inlet)
  - Portomaso Marina
  - Mgarr Marina (Gozo) excluding all berths in Zone C and berths B and C in Zone D
  - Lazzaretto Creek - Ta' Xbiex
  - St. George's Bay (within shelter of the Birzebbuga Inlet breakwater)
  - Dockyard Creek

- Msida Marina in Msida Creek
- (if applicable) the approved berthing location defined in the **schedule**

Cover for claims arising from weather conditions is however applicable when the **insured craft** is moored or berthed after each use during the **in commission period** between 1st October and 31st October (both days inclusive) at the following locations:

- Xemxija Bay - within shelter of the Ghajn Razul (Vecca) Breakwater
- St. Paul's Bay Breakwater (Gillieru)- within shelter of the Bugibba breakwater

## 11. Date Change

or consisting of the failure or inability of any equipment or any computer program to recognize or to correctly interpret or process any date as the true or correct date, or to continue to function beyond that date. In respect of loss or damage under Section 1 this does not exclude any resulting loss or damage otherwise insured by this **policy**.

# General Conditions

**You** must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply with them and any other particular terms and **endorsements we** may, at **our** option, cancel the **policy** or refuse to handle **your** claim or reduce the amount of any claim payment.

## 1. Your Duty to Tell us About the Risk and About Changes in Circumstances

**We** will only provide the insurance described in this **policy** if:

- to the best of **your** knowledge and belief, the information that **you** have given is true and complete. If someone else has given **us** the information for **you**, that person was acting for **you** at the time and **you** are responsible for the information they gave;
- anyone claiming under **your policy** has met all the relevant conditions;
- **you** have delivered a colour photo of the **insured craft** showing its current state and a copy of the vessel's registration papers prior to the happening of any loss, damage or liability claimable under the **policy**;
- **you** notify **us** immediately of any changes that may affect **your** insurance. In particular **you** must tell **us** if:
  - **you** change **your** address;
  - **you** change the **insured craft** or buy extra and/or different machinery, gear or equipment including **special equipment**;
  - **you** change the places where **you** keep the **insured craft**;
  - **you** or anybody living with **you** have been declared bankrupt or prosecuted for or convicted of theft, fraud, dishonesty, arson or any other offence other than a driving offence.

## 2. Your Special Duties and Our Right if Loss, Damage or Injury Occurs

If **you** have an accident or loss **you** might want to claim for under **your policy**, **you** must contact **us** as soon as possible at **our** head office or any branch office for a claim form and instructions. Send the completed claim form back to **us** as soon as possible but not later than 15 days.

### What you should or should not do

**You** must

1. immediately upon discovery inform the police about any theft, attempted theft, fire or vandalism, malicious damage or loss of the **insured craft** or any part of it;
2. send all claims, letters, summonses or legal documents to **us** immediately upon receipt and **you** must not reply to any of these documents without **our** written consent;
3. supply at **your** own expense all reports, certificates, plans, specifications, evidence (including receipts), information and assistance that **we** may require;
4. take all reasonable steps (including marking a wreck and attempting to raise a sunken craft) to minimize losses, to recover missing property and to prevent further loss, damage or injury;
5. allow **our** appointed medical advisor to carry out any medical examination (including a post mortem) of any **insured person** under Section 3 - Personal Accident;
6. give **us** permission to take action in **your** name to get back any amount **we** have paid or may pay under **your policy**; and also give **us** as much assistance as possible to do so.

**You** must not

1. negotiate, admit or repudiate any claim without **our** written permission;
2. authorise permanent repairs to the **insured craft** without **our** express permission;
3. alter the condition of the damaged property until **our** surveyor has seen such property;
4. abandon any property to **us**.

**We** or **our** representative/s are entitled at any time to:

1. take over the defence or settlement of any claim;
2. take action including legal action to get back any amount **we** have paid or may pay under **your policy**;
3. receive all necessary information and assistance from **you** and any other person **insured** by this **policy**;
4. have access, at all reasonable times, to examine the **insured craft** or any part of it;
5. get or ask **you** to get estimates for repairs and **we** can decide where repairs can be done.

### 3. New ownership

If **you** sell the **insured craft** or transfer it to new ownership or management or if a company owns the **insured craft** and there is a change in the controlling interest of the company; this **policy** will be cancelled from the date of the sale transfer or change unless the **insured craft** is at sea in which case such cancellation shall, if required, be suspended until arrival at the next port or place of safety. **We** will not recognize any interest or transfer of interest or assignment of this **policy** unless **we** have agreed and noted it in **your schedule** or by **endorsement**.

### 4. Cancellation

This **policy** may be cancelled:

- a. by **us** with immediate effect if **you** do not pay the **premium**;
- b. by **us** at any time subject to **our** giving **you** 15 days' notice by registered mail sent to **your** last known address. **We** will allow **you** a return **premium** which reflects how long **we** were on risk during the **period of insurance**;
- c. by **you** at any time. **We** will allow **you** a return **premium** which reflects how long **we** were on risk during the **period of insurance** only if **you** have sold the **insured craft**. **We** will not give **you** a return of **premium** for any other reason.

A return of **premium** shall not be payable if a claim has been made in the current **period of insurance** nor if **you** cancel the **policy** in the first year of insurance after the first 14 days from the date **you** bought the **policy**.

Where the **policy** was issued to cover the **insured craft** which is or was to be registered with the Small Ships Register of the Malta Maritime Authority, proof of continuation of insurance coverage for the term of the **policy** must be provided.

### 5. Maltese Law

In the absence of a written agreement to the contrary, this **policy** shall for all effects and purposes be deemed to be a Maltese contract and shall be governed by and according to Maltese law and subject to the exclusive jurisdiction of the Maltese courts.

### 6. Seaworthiness Condition and General Precautions

**We** will only provide the insurance described in this **policy** if:

- a. at all times **you** have taken all reasonable precautions to prevent any liability, injury,

- loss or damage and **you** have acted with due diligence;
- b. at all times **you** have taken all reasonable steps to maintain and keep the **insured craft** including all its machinery, gear and equipment:
    - in a proper state of repair and seaworthiness;
    - otherwise fit for the purpose and use intended;
    - in conformity with any applicable safety regulations including those relating to life safety equipment;
  - c. when under way the **insured craft** shall:
    - be properly manned;
    - not carry more passengers and crew than as permitted by any relevant authority;
    - be navigated by a **competent person** who at all times complies with any relevant laws;
  - d. when the **insured craft** sails beyond 12 miles off the coast of **Malta**:
    - it shall be equipped with an auxiliary engine powerful enough to carry the **insured craft** to a port of safety;
    - it shall have on board a VHF radio installed or other similar means of communication either of which must be checked to be in proper working order prior to departure.

## 7. Gas Installations, Moorings and Protective Covers

**We** will only provide the insurance described in this policy if:

- a. at all times:
  - any bottled gas installation on the **insured craft** shall conform to approved safety standards and the gas tubing must be made of copper (with rubber edging) unless accepted by **us** in writing;
  - any liquid gas containers on the **insured craft** are stored on deck away from hatches and other openings or in a separate well-ventilated housing situated in such a way that escaping gas cannot reach enclosed spaces, cabins, engines, compartments and bilges;
  - any moorings for the **insured craft** are inspected regularly and maintained in sound condition;
- b. when unattended at berth or mooring afloat:
  - the **insured craft** is adequately protected by waterproof or watertight cover against bad weather.

## 8. Fraud

**You** must not act in a fraudulent manner.

If **you** or anyone acting on **your** behalf:

- make a claim under this **policy** knowing the claim to be false or fraudulently inflated in any respect; or
- make a statement in support of a claim knowing the statement to be false in any respect; or
- submit a document in support of a claim knowing the document to be forged or false in any respect; or
- make a claim in respect of any loss or damage caused by **your** wilful act or with **your** connivance;

then

- **we** shall not pay the claim;
- **we** shall not pay any other claim which has been made under the **policy**;
- **we** may at **our** option declare the **policy** void;

- **we** shall be entitled to recover from **you** the amount of any claim already paid under the **policy** since the last renewal date;
- **we** shall not make any return of **premium**;
- **we** may inform the police of the circumstances.

## 9. Jurisdiction

### a. Maltese Jurisdiction Clause

*Applicable if **cruising limits on schedule** are 'Coastal Waters of **Malta** not exceeding 40 miles offshore'.*

In respect of the cover provided under Section 2 - Liability, **we** will pay only in respect of judgements, orders or awards that are delivered by or obtained from a court within **Malta** or in arbitration in **Malta** under Maltese statutory provisions.

**We** will not pay in respect of any judgement, order or award obtained in **Malta** for the enforcement of a judgement or arbitration award obtained elsewhere or to costs and expenses of litigation recovered by any claimant from **you** or any other persons entitled to indemnity under this **policy** which costs and expenses of litigation are not incurred in **Malta**.

### b. Extended Jurisdiction Clause

*Applicable if **cruising limits on schedule** are other than those described in a. above*

In respect of the cover provided under Section 2 - Liability, **we** will pay only in respect of judgements, orders or awards that are delivered by or obtained from a court or in arbitration within the European Economic Area (EEA) or a country bordering the Mediterranean Sea. **We** will not pay for any judgements, orders or awards delivered by or obtained from a court in any other country.

Furthermore, **we** will not pay in respect of any judgement, order or award obtained in the EEA or a country bordering the Mediterranean Sea, for the enforcement of a judgement or arbitration award obtained in any other country, or to costs and expenses of litigation recovered by any claimant from **you** or any other persons entitled to indemnity under this **policy** which costs and expenses of litigation are not incurred in the EEA or a country bordering the Mediterranean Sea.



# Endorsements

Only applicable if shown in the **schedule**.

## PS01 - Racing Risks

Subject otherwise to the terms and conditions of this **policy** but regardless of Exceptions 6 and 8a to Section 1 - Loss or Damage to the Insured Craft, such Section extends to cover loss or damage to sails, masts, spars (and attached fittings) and standing and running rigging while the **insured craft** is racing.

For the purposes of this cover however the **excess** shall be one third of the value or repair cost of such property or the amount of the **excess** on the **schedule** (whichever is the greater amount).

The most **we** will pay is therefore limited to 66% of the **sum insured** noted on the **schedule** in respect of sails, masts, spars (and attached fittings) and standing and running rigging.

The **excess** shall however not be altered as above if loss or damage while racing is caused by stranding, sinking, collision and fire.

## PS02 - Overnight Theft Exclusion – Auxiliary Tender Outboards

No cover is provided under Section 1 - Loss or Damage to the Insured Craft for loss or damage to any outboard motor of 9.9hp or less caused by theft when the insured craft is left unattended on its permanent or temporary moorings after each use overnight unless such motor is stolen following forcible and violent entry into the insured craft's locked cabin or into the engine's place of storage ashore.

## PS03 - Theft Exclusion - Outboard Engines

No cover is provided under Section 1 - Loss or damage to the Insured Craft for loss or damage to any outboard engine of 9.9h.p. or less caused by theft when the **insured craft** is left unattended afloat after use.

## PS04 - Garaging Warranty

It is warranted that **you** must take the **insured craft** ashore after each use when it has nobody on board and it must be placed in a securely locked garage/store.

## PS05 - Alarm Warranty

It is warranted that the **insured craft** shall be equipped with an intruder alarm system approved by us and which is:

- kept in good order and condition throughout the currency of this policy;
- set and activated each time the **insured craft** is left unattended.

## PS06 - Limited Navigation

It is agreed that during the **laid up period** the **insured craft** has permission to sail.

It is however warranted that during the currency of this **policy**, in the event of sailing during the **laid up period**

- a. the **insured craft** shall sail only during daylight hours and shall return to its **laid up location** before sunset unless navigation is limited to 300 metres from the shoreline;
- b. the **insured craft** shall not sail more than 20 nautical miles away from its **laid up location**;
- c. prior to the **insured craft's** departure the Meteorological Office does not forecast a wind speed in excess of force four (4) on the Beaufort Scale, or, solely in the case of sailing yachts with a length exceeding 25 feet, a wind speed in excess of force six (6) on the Beaufort Scale.
- d. the **insured craft** must return to and be kept in its **laid up location** after each use when it has nobody on board.

### **PS23 - Security Warranty - Storage Ashore**

It is warranted that whenever the **insured craft** is kept ashore its propeller/s, z-drive/s, life raft/s, tender/s, outboard/s, all other portable items and special equipment must be contained in a locked garage/store (excluding motor vehicles).

### **PS24 - VAT**

It is agreed and understood that this policy excludes the amount of value added tax (or of any equivalent tax in any jurisdiction other than Malta) payable by **the insured** in the event of repair or replacement of the **insured craft** or any part thereof.

### **PS25 - Lien Clause**

The interest of the financial institution/corporate body listed in the **schedule** under "Endorsements Applicable" is noted in Section 1 – Loss or Damage to the Insured Craft of **your** policy. Any loss under this section of the policy is payable to the financial institution / corporate body as listed in the **schedule** as their interest may appear and their receipt for any money paid in this way will discharge **us** from any further obligations in respect of such loss.

### **PS26 Location of Insured craft when taken ashore**

The **insured craft** may be taken up ashore during the period of insurance to the location shown in the **schedule** under "Endorsements Applicable".

Any change in this location is to be notified to **us** for approval in writing.

# Data Protection Statement

Atlas Insurance PCC Limited (hereinafter “Atlas”) is the controller of personal data held about **you** or relating to **you** and/or to any other person/s whom **you** insure with Atlas (hereinafter “Others”), under the terms of the Data Protection Act (hereinafter the “Act”). By completing the Proposal Form and purchasing and/or renewing this Policy with Atlas, **you** and Others accept the terms of this Statement. **You** hereby warrant that **you** have presented this statement to “Others” and have obtained their necessary explicit verbal consent to:

- a. the processing of any information by Atlas and/or by any other subsidiary companies of Atlas or Atlas Holdings Limited (hereinafter the “Group”) which constitutes personal data in terms of the Act, insofar as such processing relates to (but not limited to) underwriting and administration of the insurance proposal and policy, handling and settling of claims, detecting and prevention of fraud and the keeping of statistics;
- b. the disclosure by the Group of personal data held by them to other insurers or to persons acting on their behalf and/or instructions, including (but not limited to) the Malta Insurance Association, insurance intermediaries, the Malta Association of Credit Management (MACM), the Malta Insurance Fraud Platform and other appointed experts, together with the Commissioner of Police and any public or private hospital or clinic, other healthcare provider of any kind or any person, body or authority authorised by law to receive personal data;
- c. the abovementioned third parties, and other third parties legally entitled to communicate such data, disclosing relevant personal data to the Group and processing such data as described in paragraph (a) above;
- d. the Group informing **you** and Others of its products and services by any means. **You** understand and have explained to Others that **you** or Others may inform Atlas in writing if **you** or Others do not wish to receive such information;
- e. the recording of telephone calls for training, security and quality control purposes.

**You** also confirm that **you** understand (and have explained to Others) that **you** have the right to submit a written and signed request for access to or rectification of data held by the Group and that **you** and Others are aware that the full details of Atlas’ Data Protection Policy, updated from time to time, may be found on [http://www.atlas.com.mt/Legal/Data\\_Protection.aspx](http://www.atlas.com.mt/Legal/Data_Protection.aspx)

# If You are Not Satisfied with Atlas Insurance

It is important that you follow this process, step by step, to ensure that your concerns are dealt with as swiftly as possible.

**Please remember to quote your policy and/or claim number on all correspondence.**

## How we deal with your concerns

**You** can communicate with us about **your** concerns in writing by any reasonable means and this will always be free of charge. **We** assure **you** that feedback is always welcome as it enables us to identify ways to improve our service, and rest assured that **we** will always treat **you** fairly, equally and promptly. **We** will keep **your** records in accordance with the Data Protection Act and **you** have the right to request information about the progress of **your** concerns.

## What you should do

With the best will in the world, concerns about some aspects of our service may arise. In such circumstances Atlas staff have training and authority to settle problems and will do everything they can to help. This should be **your** first point of contact.

In the unlikely event that **your** complaint is unresolved, please write to:

The Customer Care Manager  
Atlas Insurance PCC Limited  
48-50 Ta' Xbiex Seafront  
Ta' Xbiex XBX 1021                      or                      email on insure@atlas.com.mt

who will investigate the matter independently. The Customer Care Manager will:

- acknowledge **your** concern within 3 working days
- explain how Atlas will handle **your** complaint and who **your** contact person will be
- explain what, if anything, **you** need to do
- send **you** a copy of the Atlas Complaints Procedure if **you** do not already have a copy of it
- give **you** a reply to **your** concern within 10 working days
- aim at finalising the issue within 40 working days (8 weeks). If **we** are still unable to conclude within this time period **we** will write to **you** explaining why.

If **your** complaint arises over a claims issue, **we** may elect to refer **your** complaint to an independent arbitrator, whose decision will be binding on both parties. Arbitration will take place in Malta.

## If you are still not satisfied

For individuals, **you** may also refer **your** complaint to The Consumer Complaints Manager, Malta Financial Services Authority, Notabile Road, Attard BKR 3000, freephone 8007 4924, tel 21 44 11 55, email consumerinfo@mfsa.com.mt, website: <http://mymoneybox.mfsa.com.mt>.



**Head Office** 47-50 Ta' Xbiex Seafront 23 43 53 63 insure@atlas.com.mt

**Ta' Xbiex** Abate Rigord Street 21 322 600

**Paola Regional Office** 87-89 Valletta Road 21 668 669 paola@atlas.com.mt

**Birkirkara** 1 Psaila Street 21 49 20 00 bkara@atlas.com.mt

**Bormla** 55 Gavino Gulia Street 21 800 880 bormla@atlas.com.mt

**Luqa** Skyparks Business Centre Malta International Airport 21 68 68 68 skyparks@atlas.com.mt

**Qormi** Pavi Shopping Complex Manwel Dimech Street 21 444 010 qormi@atlas.com.mt

**Rabat** Vjal il-Haddiem 21 450 555 rabat@atlas.com.mt

**San Gwann** Naxxar Road c/w Bernardette Street 21 380 020 sangwann@atlas.com.mt

**St Paul's Bay** 2 Toni Bajada Street 21 578 000 stpaulsbay@atlas.com.mt

Atlas Insurance PCC Limited is a cell company authorised by the Malta Financial Services Authority to carry on general insurance business. The non-cellular assets of the company may be used to meet losses incurred by the cell in excess of their assets.

Intermediary