



Atlas 'Plain Sailing' Yacht and Pleasure Craft Policy Summary / Key Facts of Insurance

This policy summary does not contain full details and conditions of cover – you will find these within the policy booklet which can be viewed on our website: www.atlas.com.mt or you may ask us or your tied intermediary or broker for a specimen policy booklet. The policy is underwritten by Atlas Insurance PCC Limited.

Policy Cover (Key Features)	
Applicable to Comprehensive Cover	
Sum Insured	This is shown on the quotation or policy schedule. The craft should be insured at its current market value taking into consideration type, age and condition together with any taxes/duties payable (unless recoverable).
New for Old concession	In the event of the Insured Craft being written off and this occurs within 4 years from its manufacture, we will pay for the cost of replacement of the same craft. Should the purchase value of such craft have increased within these 4 years, we will pay up to a maximum of 120% of the total sum insured
Loss or damage to the Insured Craft	Accidental loss of or damage to <ul style="list-style-type: none"> • your craft • special equipment (automatic limit of €2,500 unless otherwise specified) • personal effects - including nautical apparel and fishing gear (automatic limit of €600 unless otherwise specified) • tender hulls (if specified) • tender engines (if specified) • life rafts (if specified) • any other specified items on the quotation or policy schedule
Significant features and benefits	Cover includes loss or damage due to <ul style="list-style-type: none"> • stranding, sinking, collision, bad weather conditions • fire, explosion, lightning • malicious acts • theft of the whole craft • theft of outboards, trailers, life rafts and tenders (if such property has been insured) • theft of inboard machinery, gear and equipment from the interior following forcible entry into the cabin or store • theft of other fixed machinery, gear, equipment & special equipment from the exterior of the craft if force or violence is used • dropping off or falling overboard of outboard motors • hitting submerged or partly submerged floating or fixed objects • accidents during transit by road, launching and hauling out • accidents resulting from latent defects or faulty design
Additional benefits	<ul style="list-style-type: none"> • So-called 'sue and labour' charges to save the craft from a loss. These are payable in addition to the total sum insured of your craft • Salvage costs you are legally bound to pay others • Sighting costs when inspecting the underwater part of the hull after stranding • Damage to the craft by an authority to stop or reduce a pollution threat



Personal Accident	<p>You and your passengers (aged between 16 and 76) are insured for</p> <ul style="list-style-type: none"> • €12,000 in the event of death • €6,000 in the event of permanent total disablement • €3,500 in the event of loss of limb or loss of sight <p>following any accident on board your craft or while getting on or off it The maximum amount payable for any one event is €48,000 This benefit will not apply should compensation be paid under the liability section of the policy</p>
Medical Expenses	<p>Limit of €600 any one event for doctors' fees or emergency treatment if you or your passengers are injured following collision or sinking of the craft</p>
Applicable to Comprehensive and Third Party Liability Cover	
Third Party Liability	<p>Your legal liability as owner of the craft including other people using your craft with your permission (not in the context of their trade unless agreed by Atlas), for</p> <ul style="list-style-type: none"> • death or injury to any person other than an employee arising from the use of your craft including getting on or off or travelling on the craft • damage you cause to other craft and any other property • raising or attempting to raise, remove or destroy the wreck of your craft or if you fail to do so • associated legal costs which we have approved in writing
Available only to Comprehensive Cover	
Third Party Liability In Italian Territorial Waters (if specified on the policy schedule)	<p>If the craft is licensed to cruise outside Maltese Territorial Waters and the policy is so extended, regardless of the limit of liability shown on the quotation/policy schedule, this is automatically increased to the following limits while your craft is cruising in Italian Territorial Waters</p> <ul style="list-style-type: none"> • €5,000,000 for any bodily injury claims and • €1,000,000 for property damage claims <p>A certificate in Italian and English is supplied with the policy schedule and this must be taken with you when cruising in Italian Territorial Waters</p>
Third Party Liability In Greek Territorial Waters (if specified on the policy schedule)	<p>The above requirement also applies if you are cruising in Greek Territorial Waters, however, the limits requested by the Greek Authorities on the Mandatory Liability Endorsement are:</p> <ul style="list-style-type: none"> • €300,000 for any bodily injury claims and • €150,000 for property damage claims • €100,000 for claims due to pollution <p>These limits might be lower than what is shown on your quotation/policy schedule and these will still apply even in Greek Territorial Waters</p>



Principle Exceptions and Conditions	
Ashore	When ashore at any time and unattended, craft must be in a locked garage/store or in a supervised or locked yacht yard approved by Atlas or in any other location where it is usually laid up and which Atlas has approved
Theft	Unattended trailers must be chained and padlocked to a vehicle/fixed immovable object or have the wheels removed unless stolen following a break-in from the premises ashore Outboard engines of 25HP and below in the open must be secured by an anti-theft device unless stolen following a break-in from the premises ashore or from a locked cabin
Fire protection	Applicable minimum standards if the insured craft is equipped with <ul style="list-style-type: none"> • outboard engines over 25HP and/or inboard engine/s - one manual fire extinguisher • a galley area – fire blanket is required in addition to the above • inboard machinery (when craft designed speed is of 17 knots or more) – automatic extinguishing system is required in addition to above
Impact damage	<ul style="list-style-type: none"> • Speedboats with a designed speed of 17 knots or more and with no designed sleeping facilities - a sub-limit of €3,500 applies when damage to rudder, propeller, strut, shaft, motor, electrical machinery or batteries and their connections results from craft striking partially submerged objects underway or from blockage of vents • Craft not falling within the above category - no sub-limit applies
Transit	You must use proper trailers and proper vehicles or else a proper cradle carried by a professional haulier or if suitable the craft must be secured to a vehicle roof rack
Outboards	Outboards dropping off must be stripped down immediately by qualified personnel after recovery
Loss of value / wear and tear	We will not cover <ul style="list-style-type: none"> • loss or damage directly caused by wear and tear, corrosion, vermin and insects, marine life, osmosis and electrolysis or fungus • loss of value due to age of the craft or after it has been repaired
Own Damage exceptions	In respect of loss or damage to your craft you are not insured for <ul style="list-style-type: none"> • consequential loss • moorings and consumable stores • mechanical, electrical and electronic breakdown • putting right defects or faults • scratching and the like and tyre damage while in transit • wind damage to set sails/protective covers • sails, masts, spars and rigging during racing (unless we agree)
Liability exceptions	In respect of liabilities we do not cover <ul style="list-style-type: none"> • employers' liabilities • water sports (including diving) liabilities – but water skiing liabilities can be added • liabilities while the craft is being towed (motor insurance is needed for this cover) or while it is in transit by rail or ferry • fines and penalties and/or punitive or exemplary damages • contractual liabilities



Personal Accident	<p>Cover will not be applicable in respect of any claims related to</p> <ul style="list-style-type: none"> • needless exposure to danger, suicide or unlawful acts • misuse of alcohol and/or drugs • passengers who are employed by you or who are on board due to trade or employment • use of jet skis
General exceptions	<p>The following exceptions also apply:</p> <ul style="list-style-type: none"> • the amount of the excess • war, terrorism, strikes, riot and civil commotion • confiscation and expropriation • radioactive risks • sonic bangs • date change • sailing outside the agreed cruising limits • powered craft while racing • use <ul style="list-style-type: none"> • other than for private pleasure purposes • for demonstration • as a housecraft • for charter or for the carriage of fare paying passengers • for delivery (unless we agree) • for illegal purposes • tenders unless marked and/or tenders which exceed 17 knots unless we agree • control of the craft by a person who is under 25 years of age and/or does not have the appropriate licence/s required by Law • lack of due diligence • weather related damage between 1st October and 31st May unless in approved locations which are clearly shown in your policy and/or policy schedule <p>See also the general conditions in the policy you must comply with for cover to apply</p>
Your Duty	<p>You must</p> <ul style="list-style-type: none"> • take reasonable steps to protect your property from loss or damage and to keep your craft in seaworthy condition • ensure the safe storage of liquid gas containers and proper installations for delivery of bottled gas • inspect moorings regularly • use protective covers on your craft where applicable

Duration

This is an annually renewable policy

Cancellation Period

You may cancel this policy from its inception within 14 days of receiving the policy documents or renewing it. A full refund is given as long as any claim paid is refunded. Otherwise you may cancel the policy at any other time by giving 7 days' notice.



Claim Notification and Complaints

For all claims, please contact us on Telephone number 23 43 53 81

Any complaint you may have should in the first instance be addressed to our staff. If you are not satisfied with the way your complaint is dealt with you should write to the Personal Lines manager and if still not satisfied to the Customer Care Director of Atlas Insurance and then the Managing Director.

If the complaint is still not resolved and it concerns a claim, you may refer your complaint to an independent arbitrator and, if it concerns anything other than a claim, to the Malta Insurance Association.

You may also refer any complaint to the Consumer Complaints Manager at the Malta Financial Services Authority.

Full details of addresses and contact numbers can be found within the "If You are not satisfied with Atlas Insurance PCC Limited" section of the policy booklet.

Telephone monitoring – For our joint protection telephone calls may be recorded and/or monitored.

Law

This contract of insurance shall be governed by and according to Maltese law and is subject to the exclusive jurisdiction of the Maltese courts.

Charges in addition to insurance premium

Atlas charges €7.50 for every new policy and renewal issued on Comprehensive cover and €2.50 for every new policy and renewal issued on Third Party only cover. Atlas also charges €2.50 for every change not effected at renewal date.

Protection and Compensation Fund Regulations 2003

Under the Protection and Compensation Fund Regulations 2003, should Atlas Insurance PCC Limited be unable to meet all its liabilities to policyholders, compensation may be available. Full details are available on the Malta Financial Services Authority website www.mfsa.com.mt.



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"), and this in terms of the Data Protection Act (hereinafter the "Act"). By accepting this quotation for insurance with Atlas, You and Others accept the terms of this Statement. You hereby warrant that You have shown 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 Holdings Limited (hereinafter the "Group") which constitutes personal data in terms of the Act, insofar as such processing relates (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 keeping You and Others informed of their 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 this 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 know the full details of our Data Protection Policy may be found on http://www.atlas.com.mt/Legal/Data_Protection.aspx and updated from time to time.

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