



## 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](http://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

<b>Sum Insured</b>	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).
<b>New for Old concession</b>	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
<b>Loss or damage to the Insured Craft</b>	Accidental loss of or damage to <ul style="list-style-type: none"><li>• your craft</li><li>• special equipment (automatic limit of €2,500 unless otherwise specified)</li><li>• personal effects - including nautical apparel and fishing gear (automatic limit of €600 unless otherwise specified)</li><li>• tender hulls (if specified)</li><li>• tender engines (if specified)</li><li>• life rafts (if specified)</li><li>• any other specified items on the quotation or policy schedule</li></ul>
<b>Significant features and benefits</b>	Cover includes loss or damage due to <ul style="list-style-type: none"><li>• stranding, sinking, collision, bad weather conditions</li><li>• fire, explosion, lightning</li><li>• malicious acts</li><li>• theft of the whole craft</li><li>• theft of outboards, trailers, life rafts and tenders (if such property has been insured)</li><li>• theft of inboard machinery, gear and equipment from the interior following forcible entry into the cabin or store</li><li>• theft of other fixed machinery, gear, equipment &amp; special equipment from the exterior of the craft if force or violence is used</li><li>• dropping off or falling overboard of outboard motors</li><li>• hitting submerged or partly submerged floating or fixed objects</li><li>• accidents during transit by road, launching and hauling out</li><li>• accidents resulting from latent defects or faulty design</li></ul>
<b>Additional benefits</b>	<ul style="list-style-type: none"><li>• 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</li><li>• Salvage costs you are legally bound to pay others</li><li>• Sighting costs when inspecting the underwater part of the hull after stranding</li><li>• Damage to the craft by an authority to stop or reduce a pollution threat</li></ul>

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Atlas Insurance PCC Limited is a cell company authorised under the Insurance Business Act 1998 to carry general insurance business and is regulated by the Malta Financial Services Authority.

The non-cellar assets of the company may be used to meet losses incurred by the cells in excess of their assets



**Personal Accident** You and your passengers (aged between 16 and 76) are insured for

- €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

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

**Medical Expenses** 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

### **Applicable to Comprehensive and Third Party Liability Cover**

**Third Party Liability** 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

- 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)** 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

- €6,070,000 for any bodily injury claims and
- €1,220,000 for property damage claims

A certificate in Italian and English will be provided and this must be taken with you when cruising in Italian Territorial Waters

**Third Party Liability In Greek Territorial Waters (if specified on the policy schedule)** 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:

- €300,000 for any bodily injury claims and
- €150,000 for property damage claims
- €100,000 for claims due to pollution

These limits might be lower than what is shown on your quotation/policy schedule and these will still apply even in Greek Territorial Waters

### **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



<b>Fire protection</b>	Applicable minimum standards if the insured craft is equipped with <ul style="list-style-type: none"><li>• outboard engines over 25HP and/or inboard engine/s - one manual fire extinguisher</li><li>• a galley area – fire blanket is required in addition to the above</li><li>• inboard machinery (when craft designed speed is of 17 knots or more) – automatic extinguishing system is required in addition to above</li></ul>
<b>Impact damage</b>	<ul style="list-style-type: none"><li>• 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</li><li>• Craft not falling within the above category - no sub-limit applies</li></ul>
<b>Transit</b>	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
<b>Outboards</b>	Outboards dropping off must be stripped down immediately by qualified personnel after recovery
<b>Loss of value / wear and tear</b>	We will not cover <ul style="list-style-type: none"><li>• loss or damage directly caused by wear and tear, corrosion, vermin and insects, marine life, osmosis and electrolysis or fungus</li><li>• loss of value due to age of the craft or after it has been repaired</li></ul>
<b>Own Damage exceptions</b>	In respect of loss or damage to your craft you are not insured for <ul style="list-style-type: none"><li>• consequential loss</li><li>• moorings and consumable stores</li><li>• mechanical, electrical and electronic breakdown</li><li>• putting right defects or faults</li><li>• scratching and the like and tyre damage while in transit</li><li>• wind damage to set sails/protective covers</li><li>• sails, masts, spars and rigging during racing (unless we agree)</li></ul>
<b>Liability exceptions</b>	In respect of liabilities we do not cover <ul style="list-style-type: none"><li>• employers' liabilities</li><li>• water sports (including diving) liabilities – but water skiing liabilities can be added</li><li>• liabilities while the craft is being towed (motor insurance is needed for this cover) or while it is in transit by rail or ferry</li><li>• fines and penalties and/or punitive or exemplary damages</li><li>• contractual liabilities</li></ul>
<b>Personal Accident</b>	Cover will not be applicable in respect of any claims related to <ul style="list-style-type: none"><li>• needless exposure to danger, suicide or unlawful acts</li><li>• misuse of alcohol and/or drugs</li><li>• passengers who are employed by you or who are on board due to trade or employment</li><li>• use of jet skis</li></ul>
<b>General exceptions</b>	The following exceptions also apply: <ul style="list-style-type: none"><li>• the amount of the excess</li><li>• war, terrorism, strikes, riot and civil commotion</li><li>• confiscation and expropriation</li><li>• radioactive risks</li><li>• sonic bangs</li><li>• date change</li><li>• sailing outside the agreed cruising limits</li></ul>

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- powered craft while racing
- use
  - 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 16<sup>th</sup> September and 15<sup>th</sup> May unless in approved locations which are clearly shown in your policy and/or policy schedule

See also the general conditions in the policy you must comply with for cover to apply

#### **Your Duty**

You must

- 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** - For all claims, please contact us on Telephone Number 23435381

#### **Data and Privacy Protection**

Atlas Insurance PCC Limited and/or any other subsidiaries of Atlas Holdings Limited or any of its daughter companies (hereinafter 'Atlas', 'Us', 'Our', 'We') are the data controllers, as defined by relevant data protection laws and regulations, of personal data held about you or relating to you and/or to any other person/s whom you insure with Atlas (hereinafter 'Others').

In completing all the forms related to your policies or claims, you confirm your understanding and acceptance of the terms in Atlas's Data Protection and Privacy Statement. You hereby warrant that you have informed Others why We asked for this information and what we will use it for and have obtained the necessary explicit verbal consent.

Atlas collects and processes information about you and Others for purposes which include preparing requested quotations, underwriting and administering the insurance proposal and policy, carrying out its contractual obligations including handling and settling of claims, and preventing or detecting crime (including fraud). Atlas may monitor calls to and from customers for training, quality and regulatory purposes.

Atlas may collect and disclose your and Others' information from/to other entities in order to conduct our business including

- managing claims, which may require obtaining data including medical information from healthcare providers (including any public or private hospital or clinic) and/or your employers (for company schemes) and which you hereby authorise;
- administering policies with insurance brokers or other intermediaries appointed by the policyholder;
- helping us prevent or detect crime by sharing your information with regulatory and public bodies in Malta or, if applicable, overseas, including the Police, as well as with other insurance companies (directly or via shared databases such as the Malta

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Insurance Fraud Platform), or other agencies or appointed experts to undertake credit reference or fraud searches or investigations; and/or

- our third party suppliers or service providers to whom we outsource certain business operations.

We will retain data for the period necessary to fulfil the above-mentioned purposes unless a longer retention period is required or permitted by law.

You can withdraw your consent to Atlas processing your personal information which is processed with your consent, e.g. direct marketing, at any time. You have the right to access your personal data and ask Atlas to update or correct the information held or delete such personal data from Our records if it is no longer needed for the purposes indicated above. You may exercise these and other rights held in Atlas's Data Protection and Privacy Statement, by contacting Our Data Protection Officer at The Data Protection Officer, Atlas Insurance PCC Limited, 48-50 Ta' Xbiex Seafront, Ta' Xbiex XBX 1021 Malta or email [dpo@atlas.com.mt](mailto:dpo@atlas.com.mt) Please note, however, that certain personal information may be exempt from such access, correction or erasure requests pursuant to applicable data protection laws or other laws and regulations.

If you and Others consider that the processing of personal data by Atlas is not in compliance with data protection laws and regulations, you and Others may lodge a complaint with us and/or the Office of the Information and Data Protection Commissioner by following this link <https://idpc.org.mt/en/Pages/contact/complaints.aspx>

If you wish to view the full Atlas's Data Protection and Privacy Statement, for a better understanding of how we use this data please visit <https://www.atlas.com.mt/legal/data-protection/>.

Kindly note that this is subject to occasional changes including to comply with changing data protection laws, regulations and guidance

## Information for Prospective Policyholders

There is some information relating to your rights as a prospective policyholder which is important for you to know. Please access the information here:

<https://www.atlas.com.mt/wp-content/uploads/2018/01/Info-for-Policy-Holders-GN033-2018-01-web-version.pdf>

We will be pleased to provide you with a paper copy if you would like one.

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