

# Boat Insurance (Plain Sailing Policy)

## Insurance Product Information Document

Atlas Insurance PCC Limited, 47-50, Ta' Xbiex Seafront, Ta' Xbiex XBX 1021



Atlas Insurance PCC Limited is a cell company authorised under the Insurance Business Act 1998 to carry on general insurance business and is regulated by the Malta Financial Services Authority. The non-cellular assets of the company may be used to meet losses incurred by the cell in excess of their assets.

This is a summary of the insurance policy. It is not personalised to your individual needs. Complete pre-contractual and contractual information can be found through our website <https://www.atlas.com.mt/help/downloads/> and your policy documentation.

### What is this type of insurance?

Our Plain Sailing Policy pays for loss or damage caused by your boat as well as accidental damage, fire and theft depending on the cover that is chosen. There are two levels of cover – Comprehensive and Third Party Only. Third Party Liability insurance is compulsory in Malta for boats with engines exceeding 9.9HP.



#### What is insured?

The Plain Sailing Policy covers the third party liability required by law i.e. any damage caused to persons and property. The limit required by Maltese law is €250,000 but higher limits are available depending on the type of boat insured.

When boats, usually insured comprehensively, are insured with cruising limits that include Italian Territorial Waters, the liability limits must be increased in accordance with the current Motor Liability Limits required by Italian Law. A Certificate to this effect is issued to insured persons cruising in Italian Territorial Waters confirming such cover and must be produced if the Italian Authorities request this.

Boats may also be insured comprehensively up to the sum insured declared by the insured. The boat should be insured on the current market value taking into consideration type, age and condition together with any taxes/duties payable. The sum insured must be split between hull including gear and inboard machinery/engines, outboard engines, special equipment exceeding €2,500 in total, personal effects exceeding €600 in total, tender hulls and engines, life rafts and any other specified items.

#### Such cover includes loss or damage due to:

- ✓ Stranding, sinking, collision, bad weather conditions;
- ✓ Fire, explosion, lightning, malicious acts;
- ✓ 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;
- ✓ Outboard engines dropping off or falling overboard;
- ✓ Misappropriation;

Theft cover also applies for theft of the entire boat as well as any equipment forming part of the boat. Any loss due to attempted theft is also covered.

Depreciation is taken into account when settling claims for trailers, personal effects, sails, masts and spars & attached fittings, running or standing rigging, protective coves, outboard engines and special equipment

#### Additional free cover:

- ✓ Settlement of up to 120% of the sum insured if the boat is written off in the first 4 years from year of manufacture;
- ✓ Sue and labour charges to save the boat from a loss – these are payable in addition to the claim amounts;
- ✓ Salvage costs that the Insured is bound to pay others;
- ✓ Sighting costs when inspecting the underwater part of the hull after stranding;
- ✓ Automatic cover on personal effects up to €600;
- ✓ Automatic cover on special equipment up to €2,500;
- ✓ Personal Accident to you and any passengers aged 16 to 75 years, up to €12,000 per person with max payment of €48,000;
- ✓ Medical Expenses of up to €600 for any emergency treatment you and passengers



#### What is not insured?

- ✗ The policy excess;
- ✗ Storm damage between 16th September and 15th May if not moored in the approved berthing locations specified in the policy or by endorsement;
- ✗ Cruising outside the Maltese Islands for more than 30 consecutive days unless agreed by us in writing;
- ✗ Wear and tear as well as mechanical breakdown or failure;
- ✗ Damage to third parties when the boat is in transit on land;
- ✗ Loss by fraud and deception;
- ✗ Any loss or theft if the boat is not securely locked;
- ✗ Any improvement to your boat following a claim;
- ✗ Any consequential loss;
- ✗ Any compensation for death, injury or illness of anyone employed by you;
- ✗ Any water sports;
- ✗ Any losses outside the agreed cruising limits specified in the policy.



## Are there any restrictions on cover?

No cover is applicable under the policy if:

- ! the boat is being navigated by persons under the age of 25 years unless agreed with us;
- ! the boat is being navigated by persons that do not have the required qualifications to drive such a boat;
- ! the boat is being navigated by persons other than those named in the policy (if named);
- ! the boat is being used for racing or any other form of boat sports and any trials unless agreed with us;
- ! the boat is being used as a permanent place of residence;;
- ! the boat's trailer (if applicable) is stolen when it is not chained and padlocked to a motor vehicle or immovable object
- ! anyone navigating the boat is under the influence of alcohol or drugs
- ! any loss is a result of a deliberate act, criminal or illegal acts;
- ! any losses resulting from acts of war and terrorism
- ! the boat is being used commercially such as skippered chartering or bareboar chartering unless agreed by us in writing



## Where am I covered?

- ✓ You are automatically covered for third party liability within the agreed geographical area and this will be specified in the policy – relevant insurance certificates will be given to you if cruising within Italian Territorial Waters as well as in Greek and Spanish territorial waters;
- ✓ If insured within Maltese Coastal Waters, this means that you can only navigate up to 12 miles offshore;
- ✓ Your boat must be permanently moored within one of the approved marinas in the Maltese Islands;
- ✓ The policy is subject to Maltese jurisdiction;
- ✓ The Plain Sailing Policy is a Maltese Contract and is governed by Maltese Law.



## What are my obligations?

- You must have the required qualifications to navigate your boat i.e. a Nautical Licence if the boat engine is 30HP and over – this also includes any persons navigating your boat;
- You must also have the necessary qualifications such as a Yacht master certification if you are cruising/sailing outside the Maltese Islands;
- The completion of a Plain Sailing proposal form stating all facts truthfully for which you will sign. It is very important that you read the completed proposal form before signing it especially if someone is completing it for you. We advise you to ask for a copy of the signed proposal form for your records as well as the full policy document;
- Any changes in any of the declared facts, including any changes in your criminal record as well as any changes in the boat are to be communicated to us as the contract could become void and claims can be refused if we are not notified of any changes.
- To provide completed claims forms including any reports and quantification of claims amounts are to be submitted in the event of any claim.



## When and how do I pay?

- Payment is made before cover commences on a new policy and renewal premiums are paid annually;
- We accept payment in cash, by cheque, by credit card or debit card as well as by bank transfer or standing orders. In the event of any dishonoured cheques, we have the right to cancel cover;
- If you are insured through an Intermediary of ours, payment is made to them.
- If you are insured through an insurance broker, payment must be made to them.



## When does the cover start and end?

- The contract will commence from the start date shown on the policy schedule.
- It will also end on the expiry date shown on the policy schedule unless cover is cancelled before.
- If cover is cancelled, an endorsement will be sent to you showing the date of cancellation and refund of premium (if applicable).



## How do I cancel the contract?

- You may cancel cover within the first 14 days from inception date and a full refund of premium will be given;
  - You may cancel your contract (cover) at any time and a pro-rata refund of premium will be given;
  - We may also cancel the contract (cover) by giving you 15 days' notice of cancellation and a pro-rata refund of premium will be given;
  - We may also cancel cover immediately should the insurance premium not be paid;
- Notwithstanding the above, no refund of premium will be given if there have been any claims or accidents during the last period of cover.