

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 will be provided to **you**.
- **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 in excess of €600 (Lm257.80) in respect of any one item or €2,500 (Lm1,073.25) 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, 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** 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 which is shown in the **schedule**

Malta

The Republic of Malta.

Market value

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. This 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 others 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**;
- 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** (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 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;
 - of the **insured craft's** 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;
 - of the **insured craft's** 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;
 - of the **insured craft's** inboard machinery, gear, equipment and/or (if insured) of its **special equipment** following forcible and violent entry into the **insured craft's** locked cabin, hatch or locker or into its place of storage (excluding motor vehicles) maintenance or repair ashore;
 - 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 the all 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 anyone 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.

Exceptions

We will not pay for

1. loss or damage 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
- by 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 (Lm1,502.55).

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 (Lm257.58) 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 (Lm107.33) 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 of damage to **money** or **valuables**, mobile phones, cameras or other personal electronics;
2. any loss of damage to **personal effects** occurring while the **insured craft** is
3. unattended ashore (except in a locked garage/store) and/or
4. in the custody and control of a repairer or a yacht yard or other storage facility;
5. theft of **personal effects** unless such theft follows forcible and violent entry into the **insured craft's** locked cabin, hatch or locker;
6. 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;
7. 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

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.

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.

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 organizations,

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 anyone 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 no 990 of 24.12.1969 approved under O.P.R. no. 973 of 24.11.1970 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:

Death	€12,000 (Lm5,151.60)
Permanent total disablement	€6,000 (Lm2,575.80)
Loss of one limb or loss of sight in one eye	€3,500 (Lm1,502.55)

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 (Lm20,606.40) 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 (Lm257.58) 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

- 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**.
- 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**.

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

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 consecutive 30 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 pontoons G,H and I
 - 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 dates 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 are 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 Rights 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 later.

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

- a. This **policy** may be cancelled
- b. by **us** with immediate effect if **you** do not pay the **premium**.
- c. 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**.
- d. 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 at all times **you** have taken all reasonable precautions to prevent any liability, injury, loss or damage and **you** have acted with due diligence;

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;

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;

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 :

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 to be 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 to be inspected regularly and maintained in sound condition;

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'.

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 **crusing limits** on **schedule** are other than those described in a) above

In respect of the cover provided under Section 2 - Liability, when the claim relates to accidents between Maltese domicilees, **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 current statutory provisions. Furthermore, the aforesaid cover (relating to accidents between Maltese domicilees) shall not apply 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**.

Endorsements

Only applicable if shown in the **schedule**

1. Racing Risks

Subject otherwise to the terms and conditions of this **policy** but regardless of Exceptions 6 and 8a to Section 1, 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.

2. 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.

3. 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.

4. 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.

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.

With the best will in the world, concerns about some aspects of our service can occasionally arise. In such circumstances our staff have wide 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 Claims Manager or The Sales Manager (whichever applicable)

Atlas Insurance PCC Limited
48-50 Ta' Xbiex Seafront
Ta' Xbiex XBX 1021

who will investigate the matter independently. The Sales/Claims Manager will:

- acknowledge your letter within 10 working days,
- explain how Atlas will handle your complaint,
- explain what, if anything, you need to do, and
- send you a copy of the Atlas Complaints Procedure if you do not already have a copy of it.

You can rest assured that Atlas will handle your complaint fairly and promptly. A final response will be given to your written complaints within 40 working days from the date of receipt of your letter.

Having received a reply from the above manager, if you are still not happy with the way in which a complaint has been handled, you may then write to:

The Customer Care Manager

Atlas Insurance PCC Limited
48-50 Ta' Xbiex Seafront
Ta' Xbiex XBX 1021

If you find the outcome of his investigations unacceptable, you may write to:

The Managing Director

Atlas Insurance PCC Limited
48-50 Ta' Xbiex Sea Front
Ta' Xbiex, XBX 1021

The same time standards as outlined above will apply if you write to the Customer Care Director and the Managing Director i.e. you will receive an acknowledgement in 10 working days and a final response within 40 working days.

If your complaint arises over a **claims issue**, we may elect to refer your complaint to an **independent arbitrator** (such as The Malta Arbitration Centre) or to an arbitrator upon whom we jointly agree (but who will not be a member of Atlas Insurance or its associated companies) and whose decision will be binding on both parties. Arbitration will take place in Malta.

You may also refer your complaint to **The Consumer Complaints Manager**, Malta Financial Services Authority, Notabile Road, Attard BKR 3000, freephone 8007 4924, tel 21441155, email consumerinfo@mfsa.com.mt. You can download a complaint form (available in Maltese and English) from www.mfsa.com.mt/consumer.

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



Head Office & Claims Office

47-50 Ta' Xbiex Sea Front Ta' Xbiex XBX 1021 Tel: 2343 5363 ▪ Fax: 2134 4666
insure@atlas.com.mt ▪ www.atlas.com.mt

Branch Offices

Abate Rigord Street Ta' Xbiex XBX 1121 Tel: 2343 5363 ▪ Fax: 2134 4666
Vjal il-Haddiem Rabat RBT 1769 Tel: 2145 0555 ▪ Fax: 2145 9821
87-89 Valletta Road, Paola PLA 1517 Tel: 2166 8669 ▪ Fax: 2166 1463

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 cells in excess of their assets.

Intermediary