



## **Atlas “Plain Sailing” Yacht and Pleasure Craft Policy Key Facts**

### **Summary of Cover**

This is a summary of the pleasure craft insurance policy provided by Atlas Insurance PCC Ltd.

It does not contain the full policy terms and conditions. These can be found in the policy booklet. It is important that you read the policy booklet carefully and understand the cover being provided.

If you cannot find your booklet or you are still at proposal stage you can download the booklet from our website [www.atlas.com.mt](http://www.atlas.com.mt) or alternatively you can call on 23435293 (Atlas Head Office) or one of our branches

### **Type of insurance and cover**

Your Plain Sailing policy is a multi-section insurance policy. It is issued for a 12 month period unless otherwise stated on your policy schedule

You have an option to choose that only the liability section (Section 2) should apply (in which case your policy schedule or renewal notice will clearly show this).

If you have chosen comprehensive cover, in addition to your craft, your policy protects your liability to other people including passengers in your craft.

This insurance applies while your craft is in commission or when laid up provided it is within the cruising limits you have chosen.

As much as possible the policy is written in plain English to make sure you can understand it better.

### **Section 1- Loss or damage to the insured craft – applicable only to Comprehensive Cover**

#### **Significant features and benefits**

The policy insures you for loss or damage to your craft\* by accidents including

- Stranding, sinking, collision, bad weather conditions
- Fire, explosion, lightning
- Malicious acts
- Theft
  - of the whole craft
  - of outboards, trailers, life rafts and tenders (if such property has been insured)
  - of inboard machinery, gear and equipment following upon forcible entry into the cabin or store
- 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

\*The Insured Craft can be also be extended to include personal effects.

#### **Additional Benefits**

- So-called “sue and labour” charges to save the craft from a loss. These are payable in addition to the total sum insured on your craft
- Salvage costs you a legally bound to pay others
- Sighting costs when inspecting the underwater part of the hull after a stranding
- Damage to the craft by an authority to stop or reduce a pollution threat.

Sum Insured

The craft should be insured at its current market value taking into consideration type, age and condition and taxes/duties payable (unless recoverable).

## Section 2 – Liability

### Significant features and benefits

We insure your legal liability as owner of your craft 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
- o Damage you cause to other crafts and any other property
- o Raising or attempted raising removing or destroying the wreck of your craft or if you fail to do so

We also cover associated legal costs which we have approved in writing

We also insure other people using your craft with your permission but not persons who do so in the context of their trade unless we agree to do so

The maximum amount we will pay is shown in the schedule.

## Section 3 - Personal Accident – applicable only to Comprehensive Cover

### Significant features and benefits

You and your passengers are insured for death (€12,000), permanent total disablement (€6,000), Loss of limb/sight (€3,500) following accidents on board the craft or while getting on or off it. The most we'll pay any one event is limited to €48,000 and we do not pay if a person has been paid compensation under Section 2.

We also pay medical expenses up to €600 for doctor's fees or emergency treatment if you or your passengers are injured following collision or sinking of the craft.

## Principal 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 us or in any other location where it is usually laid up and which we have approved
- Theft
  - unattended trailers must be chained and padlocked to a vehicle/fixed immovable object or have the wheels removed or be stolen following break-in from premises ashore
  - outboards 25hp and below in the open must be secured by an anti-theft device unless stolen following break-in from premises ashore or from a locked cabin
- Fire Protection
  - Applicable minimum standards when craft is equipped with
    - outboard over 25hp and/or inboard engine/s - one manual extinguisher
    - galley – fire blanket in addition to above
    - inboard machinery (and designed speed is 17 knots or more) -automatic extinguishing system in addition to above
- Impact damage (If a speedboat with a designed speed of 17 knots or more and designed with no sleeping facilities)
  - A standard limit of €3500 applies when damage to rudder, propeller, strut, shaft, motor, electrical machinery or batteries and their connections results from craft striking partially/submerged object underway or from blockage of vents.
- 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 dropping off must be stripped down immediately by qualified personnel after recovery
- Also in respect of loss or damage to your craft you are not insured for
  - Wear and tear, corrosion, vermin and insects marine life osmosis and electrolysis or fungus

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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

- Loss of value due to age of the craft or after it has been repaired
- Consequential loss
- Personal effects (unless cover is extended and then we still exclude money and valuables and a limit of €250 anyone item (€600 overall) will apply unless amended)
- 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)

Also you are not insured for

- Tenders,
  - life-rafts,
  - outboards,
  - trailers,
  - personal effects (including nautical apparel and fishing gear)
  - special equipment
- unless you specify such property in the manner we require

- Also in respect of liabilities we do not cover
  - Employers' liabilities
  - Water sports (including diving) liabilities – but water skiing liabilities can be added
  - Liabilities whilst towed (motor insurance is needed for this) or while it is in transit by rail or ferry
  - Fines or penalties and or any punitive or exemplary damages
  - Contractual liabilities
- Personal Accident cover is subject to age limits (not younger than 16 – not older than 76) and exceptions related to
  - Needless exposure to danger, suicide or unlawful acts
  - Misuse of alcohol/ drugs
  - Passengers who are employed by you or who are on board due to trade or employment
  - Use of jet skis
- General exceptions also apply regarding
  - The amount of the excess
  - War, terrorism, strikes, riot and civil commotion
  - Confiscation and expropriation
  - Radioactive risks
  - Sonic bang
  - Date change
  - Sailing outside the agreed Cruising Limits
  - Powered crafts while racing
  - Use
    - other than for private pleasure purposes
    - for demonstration
    - as a housecraft
    - for charter or for 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 persons who are not “competent” to handle the craft
  - Lack of due diligence
  - Weather related damage between 1<sup>st</sup> October and 31<sup>st</sup> May unless in approved locations which are clearly shown in your policy and/ or policy schedule.
- See also the general conditions you must comply with for cover to apply. These are found in the General Conditions section of your policy and amongst others include conditions relating to
  - your duty to take reasonable steps to protect your property from loss or damage and to keep your craft in seaworthy condition.
  - safe storage of liquid gas containers and proper installations for delivery of bottled gas
  - inspection of moorings and use of protective covers

**Please read all the General Conditions carefully**