

# Boat Insurance Policy

## Insurance Product Information Document

MAPFRE Middlesea p.l.c. | Middle Sea House | Floriana FRN 1442 | Malta

MAPFRE Middlesea p.l.c. (C-5553) is authorised by the Malta Financial Services Authority to carry on both Long Term and General Business under the Insurance Business Act, Cap 403 of the Laws of Malta. MAPFRE Middlesea p.l.c is regulated by the MFSA.

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 <https://www.middlesea.com/insurance-mt/individuals/boat-insurance/> as well as your policy documentation.

### What is this type of insurance?

This Boat Insurance Policy provides you with third party liability cover, which is compulsory in Malta for boats with engines exceeding 9.9HP. This type of cover is commonly known as Third Party Only. You can upgrade cover to include accidental damage to your boat, personal accident and other incidents.



#### What is insured?

##### Your liability to others:

- ✓ This section covers your legal liabilities and the legal liabilities of any competent person navigating or in control of the boat with your permission, towards third parties, if they die, are injured or their property is lost or damaged. It also covers legal costs and any other expenses covered in this section, up to the limits stated in the policy schedule.

##### Accidental loss or damage:

- ✓ to your boat whilst it is ashore or afloat, in commission within the navigational limits, laid up out of commission, being lifted, hauled out, launched or in transit.
- ✓ to motors, electrical machinery and equipment, batteries and their connections resulting from sudden accidental seepage of water into the boat.
- ✓ proceeding from the boat striking an underwater or floating object.
- ✓ caused by a governmental authority while trying to prevent or diminish a pollution risk resultant directly from loss or damage to your vessel.
- ✓ To the Boat whilst in transit by road or ferry anywhere in Malta, including loading or unloading
- ✓ to the outboard motors (will pay the current replacement value or price less 10% per year from date of purchase as new up to a maximum deduction of 50%).
- ✓ to personal items while used in connection with the boat subject to the limits stated in the schedule
- ✓ Reasonable costs incurred including salvage charges, in preventing and minimizing a loss covered by the policy including the costs for inspecting the boat following grounding, even if no damage is found.
- ✓ Personal accident for yourself and other persons on board the boat.

##### The policy may also be extended to include cover for:

- ✓ loss or damage to the boat by the sudden and unexpected failure of mechanical, electrical or electronic machinery and batteries and their connections caused by latent defects, faulty design and/or construction and/or maintenance, repair, electrical, electronic or mechanical breakdown. However we will not cover the cost of repairing or replacing any part found to be latently defective
- ✓ loss or damage to the boat and legal liabilities whilst the boat is racing. This extension is available to Sailing boats only.

- ✓ loss or damage to the boat and legal liabilities to water skiers pulled by your boat.
- ✓ loss or damage to the boat and legal liabilities of the charterers as if they were yours.



#### What is not insured?

- ✗ loss or damage directly caused by wear and tear, corrosion, depreciation, gradual deterioration, damp, mould, marine life, vermin
- ✗ loss or damage to the boat's moorings
- ✗ loss or damage to consumable stores
- ✗ sails and protective covers split by the wind or blown away
- ✗ theft of fixed gear and equipment from the exterior of the boat unless violence or force are used.
- ✗ theft of the trailer and any insured items attached to it whilst unattended
- ✗ The excesses shown in the schedule except in the event of a total loss (boat irretrievably lost or destroyed).
- ✗ A reduction in the boat's market value
- ✗ gradual seepage or incursion of water into the boat
- ✗ theft of personal items unless the boat has a lockable storage and violence or force has been used.
- ✗ loss or damage to computer equipment, mobile phones, jewellery, photographic equipment, works of art and spectacles, money, travellers cheques, credit or debit cards
- ✗ loss or damage to water skis, water toys, fishing, diving, sports equipment whilst in use
- ✗ scratching, denting, bruising and chafing whilst the boat is in transit
- ✗ Loss or damage caused by war, invasion, civil war, conflict or commotion, terrorism.
- ✗ Pandemic, Epidemic and Coronavirus Diseases
- ✗ Loss or damage caused by any chemical, biological, biochemical or electromagnetic weapon, radioactivity, nuclear fuel, nuclear waste or nuclear equipment.
- ✗ Damages caused by malicious computer codes and the failure of a computer software to recognise a true calendar date.
- ✗ Loss or damage or any liabilities occurring outside the period of insurance or when the vessel is operating outside the agreed navigational limits.
- ✗ Liabilities and loss or damage arising from hire, charter, reward or any other commercial activity.



- ✗ Loss or damage, or any liabilities arising as a result of bad maintenance, wear and tear of the boat or failure to exercise due diligence
- ✗ Loss or damage caused by seepage, pollution or contamination, unless directly produced a sudden identifiable, unintended and unexpected incident entirely at a specific time and place during the period of insurance
- ✗ Loss or damage or liability resulting from deception by you or caused by your malicious act, misconduct or acts of recklessness or that of any one using the boat with your permission, including but not limited to the influence of alcohol or drugs.
- ✗ Loss or damage or liability whilst the boat is being used for illegal purposes.



## Are there any restrictions on cover?

- ! Cover is restricted to the geographical area as specified in the schedule
- ! Loss or damage or liability whilst the boat is permanently used as a houseboat.
- ! The craft is to be manned by a competent person who has the experience and knowledge to drive and handle the boat and who is in possession of any necessary permits and/or licenses required by law.



## Where am I covered?

- ✓ Within the cruising range as specified in the policy schedule.
- ✓ At the laid-up location as specified in the policy schedule.



## What are my obligations?

- You must maintain the boat in a seaworthy condition at all times, and safeguard it from loss or damage.
- Sums insured must be in line with the current values. Should the sums insured be lower than the current values under insurance shall apply in the event of a claim.
- Those in charge of the boat with your authorisation must have the required qualifications to drive such boat
- The completion of a Boat Insurance 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 property insured 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 claim 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 premia are paid annually.
- You may pay your premium by credit/debit card, by internet banking, in cash or by cheque. Payments may also be effected online through internet banking or via our website or Client Portal.
- If your policy is purchased through an authorised intermediary, the payment for the policy should 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 by either you or us.



## How do I cancel the contract?

- You may cancel the contract (cover) at any time and a return premium will be given to you.
- We may cancel this policy by sending you a registered letter giving you 7 days notice to your last known address and will refund the appropriate proportion of your premium worked out on a pro-rata bases from the date of our letter.
- No return premium will however be given in either of the above situations if there have been any claims during the last period of cover.