

## Boat Insurance Proposal Form

**ALL QUESTIONS MUST BE FULLY ANSWERED.**

### 1. APPLICANT DETAILS (PLEASE USE CAPITAL LETTERS)

Title	Name & Surname of Proposer/Company name		
I.D. card no.	Date of birth		
Company reg. no.	Nationality		
Passport no.	date of issue	place of issue	
Contact no.	E-mail address		
Postal address			
Business or occupation			

### 2. COVER REQUIRED

Comprehensive <input type="checkbox"/>	Third Party Only <input type="checkbox"/>
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### 3. BOAT DETAILS

1. Name of boat/Registration number					
2. Make and model			3. Type/class of boat		
4. Overall length			5. Hull material		
6. Year of manufacture			7. Builder's name		
8. Was the boat professionally built? <input type="checkbox"/> Yes <input type="checkbox"/> No					
If "NO", please state type of build					
9. Year purchased			10. Purchase price		
11. Engine/s	Make	Year of make	Hp	Serial number	Fuel
Outboard 1					
Outboard 2					
Inboard 1					
Inboard 2					

12. Please state the maximum speed of the boat with these engines  knots

13. Has the boat ever been damaged?  Yes  No

If "YES", please give details

14. Is the vessel fitted with Remote Control or Automatic Fire Extinguishers in engine area or galley?  Yes  No

If "YES", please give details

15. What other type of Fire Extinguishers are carried?

16. Do you have an anti-theft immobiliser installed on the vessel?  Yes  No

If "YES", please give details

#### 4. ADDITIONAL COVER

Would you like to extend the cover provided by your policy to include:

- a)  Water Skier Liability (excluding ski-kiting or any similar aerial activity)
- b)  Racing Risks Extension (applicable to sailing boats only)
- c)  Chartering
- d)  Machinery Damage (this applies if engine does not exceed 6 years)

#### 5. CRUISING RANGE

Please state and describe the waters where the boat will be used

Maltese waters  Maltese and Italian waters  Mediterranean waters

#### 6. SUMS INSURED (COMPREHENSIVE COVER ONLY)

Item	Sum insured	Purchase price	Year purchased
Vessel (incl. inboard & machinery equipment)	€		
Outboard motor 1	€		
Outboard motor 2	€		

Tender	€		
Road trailer	€		
Launching trolley	€		
Special racing sails	€		
Special equipment (fitted)	€		
Others	€		
<b>Total sum insured</b>	<b>€</b>		

## 7. IN-COMMISSION AND OUT-OF-COMMISSION PERIOD

1. In commission period from  to

2. Will the vessel be garaged after each and every use?  Yes  No

If "YES", please state where

3. Will the vessel be left on moorings?  Yes  No

If "YES", please state location, type of mooring and whether it is professionally moored

4. Laid-Up : Out of Commission period from  to

5. During the Laid-Up period will the vessel be ashore or afloat? Please state location or address if applicable.

## 8. GENERAL QUESTIONS

1. Is the vessel used for private and pleasure purposes?  Yes  No

If "NO", please state it's main use

2. How many years boat driving experience do you, as owner or crew and other crew have?

3. Do you or your crew have any sailing qualifications?  Yes  No

4. Are you the sole owner of the vessel?  Yes  No

If "NO", please provide details of the owner

5. To the best of your knowledge and belief, have you or any of your crew:

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| a) suffered any accident or loss with any vessel   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| b) had any insurance on any vessel cancelled or refused or had any special terms imposed     | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| c) ever been convicted of any offence involving dishonesty, fraud or any pending prosecution | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

6. Do you currently have or ever had your boat insured elsewhere?  Yes  No

If "YES", please state with which company you have been or are you now insured

7. Are you entitled to a No Claims Discount?  Yes  No

If "YES", please indicate previous insurer and number of years

## IMPORTANT NOTE

**You should not sign this Proposal Form and its statements or declarations before you have read and understood them. If this document is being completed by someone else on your behalf please ensure that the details on it accurately reflect what you have said.**

## APPLICABLE LAW

Unless both you and we agree otherwise this contract shall be subject to Maltese Law and to the exclusive jurisdiction of the Maltese courts.

## INSOLVENCY

In the event that we become insolvent and unable to meet our obligations under this contract, limited compensation may be available to you under the Protection and Compensation Fund Regulations, 2003.

## COMPLAINTS

We are committed to providing good quality services. We recognise that a client may not be satisfied with the service provided. To deal with this we have a complaints procedure. For the sake of clarification a complaint is broadly defined as being a written expression of dissatisfaction with services that we provide or actions we have taken that require a response.

## HOW TO COMPLAIN

### STEP 1 – CONTACTING THE COMPANY

The first step is to talk to a member of the Company's personnel or of the intermediary if the Policy was arranged through one. This can be done informally either directly or by telephone.

Usually the best person to talk to will be the person who dealt with the matter the Insured is concerned about as they will be in the best position to help the Insured promptly and to put things right. If they are not available or the Insured would prefer to approach someone else then address the matter to the manager or senior person responsible. The Company will seek to resolve the problem immediately. If the Company cannot do this then the Company will take a record of the concern and arrange the best way and time for getting back to the Insured. This will normally be within two working days.

### STEP 2 – TAKING THE COMPLAINT FURTHER

If the Insured is still unhappy the next step is to put the complaint in writing, addressing it to the Complaints Officer, setting out the details, explaining what the Insured thinks went wrong and what the Insured feels would put things right. If the Insured is not happy about writing a letter, the Insured can always ask a member of the Company to take notes of the complaint which the Insured will be then asked to sign. The Insured will be provided with a copy for their own reference. This record will be passed promptly to the Complaints Officer to deal with.

Once the Complaints Officer receives a written complaint, s/he will arrange for it to be fully investigated. The complaint will be acknowledged in writing within five working days of receiving it and the letter will state when the Insured can expect a full response. This should normally be within fifteen working days unless the matter is very complicated such as where other organisations need to be contacted. Where this is the case the Company will still let the Insured know what action is being taken and will inform the Insured when the Company expects to provide a full response.

## TAKING YOUR COMPLAINT ELSEWHERE

If you are still not satisfied with the Complaints Officer's response, you can always seek advice elsewhere. You may contact:

Office of the Arbiter for Financial Services  
First Floor  
St Calcedonius Square  
Floriana FRN1530  
Malta  
Telephone: 8007 2366 or 21249245  
E-mail: [complaint.info@financialarbiter.org.mt](mailto:complaint.info@financialarbiter.org.mt)  
Website: [www.financialarbiter.org.mt](http://www.financialarbiter.org.mt)

The Office of the Arbiter will expect that you have a final reply to your complaint from us before approaching them.

## DATA PROTECTION PERSONAL PROCESSING CLAUSE

The Proposer is hereby informed and expressly consents, by signing this document, to the processing of the data voluntarily provided in this document, as well as of any data which might be provided to MAPFRE Middlesea Plc or "The Company" directly or through an Insurance Intermediary, and those obtained by recording telephone conversations or as a result of browsing through Internet webpages or by other means, for the enforcement of the agreement or regarding a quotation, application, or the contracting of any service or product, even after the end of the pre-contractual or contractual relation, including, if applicable, any communication or international data transfer which might be made for the purposes specified in the Additional Data Protection Information which is available from any MAPFRE Middlesea Plc Office or through <http://www.english.com.mt/about/data-protection-information/>

The Proposer consents in turn to the recording of any telephone conversations with the Company regarding the insurance agreement.

MAPFRE Middlesea Plc may view the Proposer's data in files regarding the fulfilment and non-fulfilment of monetary obligations. Should the data provided pertain to physical persons other than the Proposer, the latter guarantees that he/she has obtained and has their prior consent for the communication of their data and has informed them, prior to their inclusion in this document, of the purposes of the data processing, communications, and other terms established herein and in the Additional Data Protection Information.

The Proposer declares that he/she is older than eighteen (18) years of age. Likewise, should the data provided belong to minors, as the minor's parent(s) or guardian(s), he/she expressly authorises the processing of the said data, including; if applicable, data pertaining to health, for the management of the purposes specified in the Additional Data Protection Information which is available from any MAPFRE Middlesea Plc Office or through <http://www.english.com.mt/about/data-protection-information/>

The Proposer guarantees the accuracy and truthfulness of the personal data, including sensitive personal data provided, undertaking to keep them duly updated and to notify MAPFRE Middlesea Plc of any changes in them.

### Basic data protection information

<b>Controller:</b>	MAPFRE Middlesea Plc
<b>Purposes:</b>	Management of the insurance agreement, creation of profiles for suitable enforcement of the insurance agreement, integral and centralised management of the relation with the MAPFRE Group, and delivery of information and advertising on MAPFRE Group products and services.
<b>Standing:</b>	Execution of the project.
<b>Recipients:</b>	Data may be communicated to third parties and/or data transfers may be made to third-party countries in the terms stipulated in the Additional Information.
<b>Rights:</b>	You can exercise your rights of access, rectification, removal, limitation, objection, and transferability, specified in the Additional Data Protection Information.
<b>Additional Information:</b>	You can view the Additional Data Protection Information which is available from any MAPFRE Middlesea Plc Office or through <a href="http://www.english.com.mt/about/data-protection-information/">http://www.english.com.mt/about/data-protection-information/</a>

Check this box if you object to the processing and communication of your personal data by MAPFRE Middlesea Plc for the delivery of information and advertising of the Company products and services, of the various MAPFRE Group companies, and of Third party companies with which any MAPFRE Group company has entered partnership agreements. If you do so, we will be unable to inform you of any discounts, gifts, promotions, and other benefits associated with the MAPFRE Group customer loyalty plans.

In any case, your consent to the treatment of your data for these purposes is revocable, and you may withdraw your consent or exercise any of the rights mentioned at any time as specified in the Additional Data Protection Information which is available from any MAPFRE Middlesea Plc Office or through <http://www.english.com.mt/about/data-protection-information/>

**PROFESSIONAL SECRECY**

I consent on my behalf and on behalf of any other person specified in this form (others), that the Company or any other member of the Group may exchange some or all of the information with my insurance intermediary, appointed experts, other insurance companies or the Malta Insurance Association for the purpose of administering my insurance proposal and policy, handling and settling of claims, detecting, preventing and suppressing fraud and the keeping of statistics. I also authorise (on my own behalf and on behalf of others) insurance companies and intermediaries to disclose information about or relevant to my insurance history for these purposes.

I understand (and have explained to Others) that when I tell the Company about an incident which may or may not give rise to a claim, the Company may pass information relating to it to the Malta Insurance Association and / or other insurance companies and intermediaries. In doing so we will ensure that this communication is carried out confidentially and within the terms of the Professional Secrecy Act, 1994

**Material Facts are those facts which are likely to influence us in the acceptance or assessment of this proposal and it is essential that you disclose all of them. If you are in doubt about whether a fact is material then for your own protection you should disclose it since failure to do so could invalidate your policy.**

**DECLARATION**

I have read or have had read to me the contents of the completed proposal form and agree that all the statements I have made and information I have provided are correct and complete in every respect and will form the basis of the contract between me and MAPFRE Middlesea p.l.c [us] . I undertake to notify MAPFRE Middlesea p.l.c of any change in the information subsequent to the submitting of this proposal form. I am satisfied with the way the proposal form has been completed and if it has been completed by an employee and / or authorised intermediary on my behalf such person, shall, for that purpose, be regarded as my / our agent. I understand that in the event of a finding of incomplete and/or non-disclosure of material information, MAPFRE Middlesea p.l.c reserves the right to repudiate the claim or declare the policy void. I understand and agree that by signing this Declaration I will be bound by the statements and disclosures of material facts herein contained. I acknowledge that a material fact is one which is likely to influence MAPFRE Middlesea p.l.c in the best assessment and acceptance of the proposal form. If in doubt as to whether a fact is material then it should be disclosed. I hereby agree that I have read the policy and am bound by the terms, conditions, limitations and exclusions of the said policy.

**Before signing this document, please read the basic data protection information given in the PERSONAL DATA PROCESSING clause. By signing this document, you consent to the processing of your personal data, including sensitive personal data in the terms and conditions stipulated in said clause.**

Period of insurance required	
Signature of applicant	Date
Intermediary	

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England Insurance Agency (C-5556) is enrolled under the Insurance Distribution Act, Cap 487 of the Laws of Malta to act as an Insurance Agent for MAPFRE Middlesea p.l.c. (MMS). MMS (C-5553) is authorised under the Insurance Business Act, Cap 403 of the Laws of Malta. Both entities are regulated by the MFSA