

boat

Third Party Only Policy

MIDDLESEA

A MEMBER OF THE  **MAPFRE** GROUP

BOAT INSURANCE POLICY

Third Party Only

This **Policy, Schedule** and **Endorsement(s)** (if any) together are evidence of the contract between **you** and Middlesea Insurance p.l.c. based on the information given to **us** and the declaration made on the proposal form. In return for receiving and accepting the premium, **we** will provide insurance within the **Navigational Limits** in accordance with the terms and conditions of this **Policy**. You should read these documents and check them carefully to ensure they provide **you** with the cover **you** require. It is important that **you** should advise **us** immediately whenever any changes occur that affect what **you** have disclosed to **us**.

This **Policy** is valid for the period of insurance shown in the **Schedule** and any subsequent period for which **you** pay and **we** accept a renewal premium.

Unless both **you** and **we** agree otherwise, this contract of insurance is a Maltese one and is governed by and according to Maltese Law and is subject to the exclusive jurisdiction of the Maltese Courts. The cover provided by this **Policy** shall apply only to judgements or orders that are delivered by or obtained from a Court in **Malta**. Furthermore, the cover shall not apply to a judgement or order obtained in **Malta** for the enforcement of a judgement obtained elsewhere or to costs and expenses of litigation recovered by any claimant from **you** which costs and expenses of litigation are not incurred in **Malta**.



MARTIN GALEA
CHAIRMAN



ALFREDO MUÑOZ PEREZ
PRESIDENT &
CHIEF EXECUTIVE OFFICER

DEFINITIONS

Wherever you see the following words or phrases, they will have the meanings shown next to them and are shown in bold print. Any word or expression to which a specific meaning has been given, has the same meaning wherever it appears unless the context requires otherwise:

Boat is the marine vessel described in the **Schedule** including its machinery, outboard motors, tender, trailer, gear and equipment that would normally be sold with the vessel.

Endorsement(s) means any alteration made to the **Policy** which has been agreed by **us** in writing.

Excess is the amount of each claim that **you** have to pay **yourself**.

Loss or Damage means accidental damage caused by unforeseen forcible, violent or external means.

Malta or Maltese mean the, or of the, Republic of Malta including any recognised sea passage within the Republic.

Navigational Limits consist of the geographical limits within which **we** have agreed to insure the **Boat**. **You** can only navigate outside these limits when **you** are forced to by the weather, any form of danger or by an order of a government or legal authority.

Policy means this booklet, the **Schedule** and any **Endorsement(s)** all of which are to be read together.

Racing means any organised competitive events with a designated start and finish, speed tests or connected trials.

Schedule means the document attaching to this **Policy** containing details of **you**, **your Boat**, the use to which it can be put, who can drive **your Boat** and any applicable **Endorsement(s)**.

We or **Us** or **Our** mean Middlesea Insurance p.l.c.

You or **Your** or **Yours** or **Yourself** mean the Insured described in the Schedule.

SECTION 1 - LIABILITY TO OTHERS

We will cover **your** legal liability, up to the limit stated in the **Schedule**:

1. to compensate other people if someone dies or is injured or their property is lost or is damaged, as a result of **your** interest in the **Boat**.

This cover is being provided to **you** and to those in control of the **Boat** with **your** permission.

2. and pay the reasonable costs of attempted or actual raising, removal or destruction of the wreck of the **Boat** or any failure to do so, resulting from **loss or damage** to **your Boat**.

SECTION 2 - ADDITIONAL COVER

THIS WILL ONLY APPLY IF IT IS SHOWN AS INCLUDED IN THE SCHEDULE

1. Water Skiers Liability

We will cover **your** liabilities to and of water skiers being pulled by the **Boat**.

Warranted that the driver and an onlooker are on board the **Boat** whenever the **Boat** is being used for water skiing.

General Exclusion x. is deleted and of no effect.

2. Racing Risks

We will cover **your** legal liabilities whilst the **Boat** is racing. (This is only applicable to sailing boats).

General Exclusion xi. is deleted and of no effect.

3. Chartering

We will cover the legal liabilities of the Charterers as if they were **yours**.

General Exclusion xv. is deleted and of no effect.

WARRANTIES

- 1. Speed Warranty:** Warranted that the speed of **Boat** shall not exceed 10 knots within any harbour or within 300 meters from any part of the foreshore.
- 2. Jet Skis Warranty:** Warranted use of life jackets at all times.

GENERAL EXCLUSIONS

We will not cover or pay for:

- i. the **excess** or **excesses** shown in the **Schedule**;
- ii. costs, expenses or fees for preparing any claim **you** make under this **Policy**;
- iii. liabilities whilst the **Boat** is in transit by road, rail or ferry;
- iv. liabilities assumed under contract, incurred solely by an agreement entered into by **you**;
- v. liabilities as a result of the **Boat** undertaking towage or salvage services under a pre-arranged contract; however, the **Boat** may assist or tow vessels in distress;
- vi. accidents or illness to persons contracted by **you**, in any capacity whatsoever, in connection with the **Boat**;
- vii. liability to passengers or crew engaged in any underwater sport or activity, from the time of leaving the **Boat** until safely within or on the **Boat**;
- viii. any activity which takes place in the air involving persons being pulled by the **Boat** and/or tender(s);
- ix. liabilities resulting from any accident whilst the **Boat** is in the care, custody or control of any business, trade, profession or organisation;
- x. any activity involving persons being pulled by the **Boat** and/or tender(s) unless **you** have written agreement from **us**;
- xi. liabilities whilst the **Boat** is racing unless **you** have a written agreement from **us**;
- xii. fines, penalties, punitive or exemplary damages of whatsoever nature;
- xiii. liabilities as a result of wilful misconduct or acts of recklessness by **you** or other persons in control of the **Boat** including, but not limited to, conduct when under the influence of alcohol or drugs;
- xiv. liabilities occurring outside the period of insurance or when the **Boat** is operating outside the **Navigational Limits** shown in the **Schedule**, unless **you** have a written agreement from **us**;
- xv. liabilities arising from hire, charter, reward or any other commercial activity, unless **you** have a written agreement from **us**;
- xvi. liabilities as a result of the **Boat** being stranded, sunk, swamped or breaking adrift whilst unattended except on a recognised mooring or anchorage;
- xvii. liabilities whilst the **Boat** is being used single-handedly for a period exceeding 24 hours;
- xviii. liabilities as a result of **your** failure to maintain the **Boat** in a seaworthy condition;

- xix. liabilities for seepage, pollution or contamination unless directly caused by a sudden identifiable, unintended and unexpected incident occurring entirely at a specific time and place during the period of insurance;
- xx. liability resulting from deception by **you**;
- xxi. liability whilst the **Boat** is being used for illegal purposes;
- xxii. liability whilst the **Boat** is permanently used as a houseboat or whilst it is being used for demonstration purposes or whilst the **Boat** is used for any other purpose other than for private and pleasure purposes unless **you** have a written agreement from **us**.

GENERAL CONDITIONS

1. **We** will provide cover under this **Policy** only if the material information **you** gave **us** when applying for insurance or when making a claim is true as far as **you** know. To be covered by this **Policy**, **you** must keep to the terms, conditions and **Endorsement(s)** of this **Policy**.
2. This **Policy** is non-transferable and should the **Boat** be sold or transferred to new ownership or there is a change in the interest, this **Policy** will become void and cancelled from the relevant date.
3. **You** must use due care and diligence and ensure that the **Boat** is maintained in a seaworthy condition at all times and those in charge of the **Boat** with **your** permission must have satisfied **you** of their competence, prior to **your** agreement.
4. As soon as **you** become aware of an event or cause that may lead to a claim under this **Policy**, **you** or **your** legal representatives must:
 - a. tell **us** immediately and provide **us** at **your** own expense all the information and help **we** need;
 - b. forward **us** immediately and unanswered any writ, summons or other legal documents served on **you** or **your** family in connection with any claim or legal liability arising from injury or damage;
 - c. not discuss, admit, reject or negotiate on any claim with anyone else without **our** written permission.
5. Where fraud (including exaggeration) is detected, claims will not be paid and **we** may refer the matter to the police for criminal prosecution. The **Policy** may not only be rendered invalid but **we** may also take other action consistent with **our** legal rights.
6. **We** may take over and conduct in **your** name with complete and exclusive control, the defense or settlement of any claim.

7. **We** may at **our** expense and for **our** own benefit start legal action in **your** name to recover compensation from others in respect of any amount paid or payable under this **Policy**.
8. For any claim or series of claims arising from one event involving legal liability covered by this **Policy**, **we** may either pay up to the limit shown in the **Schedule** less any amounts previously paid or any lower amount for which **we** can settle **your** claim. Once **we** have made the payment, **we** will have no further liability for **your** claim.
9. If any liability which **you** are claiming for under this **Policy** is covered by any other insurance, **we** will pay only **our** proportionate share of that claim.
10. **You** may cancel this **Policy** at any time during its term. Any refund of premium will be worked out from the date **we** receive **your** cancellation instructions. Provided no claim or loss has arisen in the current period of insurance, **we** will return part of the premium calculated on **our** cancellation rates for the unexpired period of insurance.
11. **We** may cancel this **Policy** by sending **you** a registered letter giving **you** 7 days' notice to **your** last known address. **We** will refund the appropriate proportion of **your** premium worked out on a pro-rata basis from the date of our letter.

OUR COMPLAINTS PROCEDURE

We are committed to providing good quality services. **We** recognize however that clients 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. **We** distinguish complaints from queries. Queries are challenges to specific decisions in specific circumstances.

How to complain

Step 1 – Contacting us

The first step is to talk to a member of **our** staff or of the intermediary if **your** Proposal was arranged through one. This can be done informally either directly or by telephone.

Usually the best staff member to talk to will be the person who dealt with the matter **you** are concerned about as they will be in the best position to help **you** promptly and to put things right. If they are not available or **you** would prefer to approach someone else then ask for the manager or senior person responsible. **We** will seek to resolve the problem

immediately. If **we** cannot do this then **we** will take a record of **your** concern and arrange the best way and time for getting back to **you**. This will normally be within 2 working days.

Step 2 – Taking your complaint further

If **you** are still unhappy the next step is to put **your** complaint in writing, addressing it to **our** Complaints Officer, setting out the details, explaining what **you** think went wrong and what **you** feel would put things right. If **you** are not happy about writing a letter **you** can always ask a member of staff to take notes of **your** complaint which **you** will be then asked to sign. **You** will be provided with a copy for **your** own reference. This record will be passed promptly to the Complaints Officer to deal with.

Once **our** Complaints Officer receives a written complaint, s/he will arrange for it to be fully investigated. **Your** complaint will be acknowledged in writing within 5 days of receiving it and the letter will say when **you** can expect a full response. This should normally be within 3 weeks unless the matter is very complicated such as where other organisations need to be contacted. Where this is the case **we** will still let **you** know what action is being taken and tell **you** when **we** expect to provide **you** with 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 the Consumer Complaints Manager at the Malta Financial Services Authority on 8007 4924 or 2144 1155.

Following these procedures will not affect **your** right to take legal action.

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Middlesea Insurance 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, 1998.

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