



**NautiSure**  
POLICY DOCUMENT

# Welcome

The proposal is the basis of and forms part of the contract between you and Elmo Insurance Ltd.

The policy is evidence of the contract.

The **Policy Document, Schedule** and any **Endorsements** are to be read as one document, and any word or expression used with a specific meaning in any of them has the same meaning wherever it appears.

We will provide under those sections which are shown in the policy **Schedule** the insurance described in the policy during any **Period of Insurance** for which you have paid or have agreed to pay the premium, and we have accepted or have agreed to accept the premium.

The conditions which appear in the policy or in any **Endorsement** issued by us are part of the contract and must be complied with. They are, where their nature permits, conditions precedent to the right to recover from Elmo Insurance Ltd.







# Definitions

The definitions listed below have the following meaning wherever they appear in bold in the **Policy Document, Schedule** or any **Endorsement**.

## Excess

The first part of any claim for which the **Insured** is responsible.

## Endorsement

Any alteration made to the terms of the policy.

## Hull

The outer shell of the **Vessel**, deck, permanent fixtures and fittings on or below which would typically be sold with the **Vessel**, including permanent equipment of an electronic and nautical nature required for the navigation of the Vessel

Removable equipment is covered under **Special Equipment** and **Personal Effects** unless specified otherwise.

## In-commission

The period specified in the **Schedule** when the **Vessel** is not required to be **Laid-up** and may be used in navigation within the **Navigation Limit** specified in the **Schedule** for the purpose stated in the **Schedule** subject to any restrictions noted in the **Schedule**.

## Insured

The person or persons named in the **Schedule**, as policyholders unless specified otherwise.

## Insurer/s

Elmo Insurance Ltd

## Laid-up

The period specified in the **Schedule** (if any) when the insured **Vessel** cannot be used for any purpose except for dismantling, preparing for fitting out or conducting maintenance, including necessary relocation for servicing at an approved location.

## Marine Surveyor

A person or company which is qualified and licenced to carry out marine surveys.

## Navigation Limit

The geographical area specified in the policy **Schedule** within which the **Insurer** has agreed to insure the **Vessel**. The **Insured** may only travel outside these limits in force majeure situations, such as wind speeds exceeding 30 knots, immediate risk of damage, or by order of a legal authority.

## Period of Insurance

The period shown in the **Schedule** and any further period for which **Insurers** accept the **Insured's** premium.

## Personal Effects

Items consisting of:

- nautical apparel or apparatus (including, wetsuits, diving equipment, water skis, tow ropes and the like)
- fishing gear (used for private leisure purposes only), subject to a maximum limit of €500 per item
- articles of clothing and of a personal nature likely to be worn, used or carried subject to a maximum limit of €300 per item
- articles of an electronic nature, subject to a maximum limit of €300 per item
- sanitary ware and toiletries

## Policy Document

The document (physical and/or digital) presenting the terms & conditions and provided with inception of cover and any revised version issued by the **Insurer**.

## Schedule

The specific document issued by the **Insurer** showing the details of the **Insured** and the insured **Vessel**.

### Special Equipment

Equipment of an electronic and nautical nature or accessories required for the navigation of the insured **Vessel** which can be removed from the insured **Vessel** whilst not in use.

### Trailer/s

A vehicle whether under its own power or unpowered and adequately built to transport the insured **Vessel**.

### Vessel/s

The craft specified in the policy **Schedule** including **Hull**, machinery, outboard motors, tenders and dinghies

# Section A

## Third Party Liability

### 1. Scope of this insurance:

The **Insurer** provides cover for the **Insured** in the event that a claim for compensation against:

1. Bodily injury, death or illness;  
and/or
2. Property loss or damage

and any consequential loss directly consequent to any of the above, is brought against the **Insured** by a third party as a result of a loss event occurring in connection with the ownership and use of the **Vessel** specified in the policy.

In the event of the **Insured**'s death, the respective legal personal representatives will have the benefit of this section for liability incurred by the **Insured** in respect of an incident covered by this section, provided that the legal personal representatives observe the terms and conditions of this policy as far as they can apply. **Insurers** will also pay expenses and defence costs incurred with their prior written consent.

The maximum payable under this section is the limit of indemnity noted in the **Schedule** inclusive of legal costs in settling and defending a claim, for which the **Insurer** has agreed to in writing.

The limit of indemnity under this section, is limited in the **Period of Insurance** for losses arising out of a single incident and in respect of all extensions operative under this section of the policy.

### 2. Insured persons

The **Insured** under this section shall refer to the person named in the **Schedule** as the policyholder, the owner of the insured **Vessel** and any other person experienced and licenced to navigate the insured **Vessel** with the permission of the policyholder and for which the **Insurer** has agreed to extend cover and whose names are specified in the **Schedule**.

All of the above persons shall have adequate experience and knowledge to drive, sail, and handle the insured **Vessel/s** and are of 18 years of age or older. They must also be in possession of any necessary permits and/or licences required by law of any countries having jurisdiction over the waters in which the insured **Vessel** will navigate.

### 3. Area of cover

The insurance will operate whilst the insured **Vessel** is navigated within the **Navigation Limit** noted in the **Schedule**, including any **Endorsements** attaching, and whilst it is in any approved; marina, mooring, slipway or other location when laid up as agreed with **Insurers** and specified in the **Schedule**.

### 4. Racing risks extension

*Cover under this extension is only available for sailing yachts.*

The cover under this policy is extended to cover the **Insured's** liability whilst the insured **Vessel** specified in the **Schedule** is participating in racing, or speed tests or any connected trials.

The maximum payable under this extension is the limit of indemnity specified in the **Schedule**

### 5. Warranties

It is agreed that cover under this insurance warrants that:

- a. The insured **Vessel** is equipped with the necessary and adequately maintained Personal Floating Devices (PFD) for all persons on board including children plus an extra of each type, and that all persons know how to use such devices.
- b. The insured **Vessel** is equipped with a waterproof First Aid kit and waterproof flashlight.

### 6. Section exclusions

The insurance does not cover:

- a. Any liability arising under an agreement or contract which would not have arisen had the agreement or contract not existed;
- b. Any incidents occurring to any person employed by the **Insured** in any capacity or employed by any organisation using the insured **Vessel** with the **Insured's** permission;
- c. Any liability arising from the activities performed by the **Insured** related to diving, snorkelling, water-skiing (unless cover provided under this policy is agreed to by the Insurers)
- d. Any liability arising from parascenders and similar airborne water sports, operated from the insured **Vessel** until they are safely back on board the insured **Vessel**;
- e. Any incidents directly or indirectly related to fare-paying passengers unless **Insurers** have agreed to in writing;

- f. Liability whilst the insured **Vessel** is being transported on land, however this exclusion does not apply to the activity of loading and unloading of the vessel onto a trailer;
- g. Any punitive or exemplary damages, however described;
- h. Fines and penalties;
- i. Any other exclusion noted under Section D – General Exclusions.

# Section B

## Comprehensive

*This section is optional at an additional premium.*

### 1. Scope of this insurance

The insurance covers loss of or damage to the insured **Vessel** in case of sinking, accident, breakage of masts or booms, fire, explosion, lightning, force majeure, burglary, theft of or from the **Vessel** and malicious acts.

### 2. Insured property

The **Vessel** named in the **Schedule**, consisting of the **Hull** and **Trailer**. Insurance also extends to **Personal Effects** and **Special Equipment** whilst on board of the insured **Vessel**, onboarding or off-boarding and whilst loading and unloading.

The cover for **Special Equipment** is also extended on a Maltese Islands basis up to a limit of 20% of the respective sum **Insured** noted in the **Schedule**.

### 3. Area of cover

The insurance will operate whilst the insured **Vessel** is navigated or in transit by road or ferry (including loading and unloading), within the **Navigation Limit** noted on the **Schedule**, including any **Endorsements** attaching, and whilst it is in any approved; marina, mooring, slipway or other location when laid up.

Cover whilst the insured property is in transit is subject to:

- i. the **Trailer** being fit for the purpose of carriage of the insured **Vessel** and towed by a suitable vehicle;
- or
- ii. the vehicle being fitted by a purposefully built cradle and carried by a professional haulier

#### 4. Vessel's sum insured

The sum insured under this policy is to be determined as follows:

##### Market value

The sum insured is the market value of the **Vessel** [in Malta], **Trailers**, and **Personal Effects** at the time of the loss based on a like with like **Vessel**, **Trailer** and **Personal Effects** of the same make, model, age, size, specifications, and condition.

An adjustment for depreciation will be affected based on the year of make and condition of the items insured.

##### Agreed value

In the event that a Condition Evaluation Survey Report is presented to, and accepted by **Insurers**, and the relevant sums insured are noted in the **Schedule**, the sum insured shall be considered to be that noted in the **Schedule** and no adjustment for depreciation will be affected.

##### The maximum the policy will pay

The maximum amount the policy will pay is the sum insured specified in the **Schedule**.

Where a separate sum insured for either part of the insured **Vessel**, or individual item, is specified in the **Schedule**, this will be the maximum amount payable for that respective item in the event of a loss.

##### Adequacy of sums insured

It is the responsibility of the **Insured** to make sure that the sums insured of the insured **Vessel**, and any other items insured under this policy, is correct and in line with the conditions of the policy. If at any time there is any dispute over the market value of the insured **Vessel**, it is up to the **Insured** to prove that the sum insured is higher than that established by the **Insurer**.

It is further understood and agreed that if at the time of loss or damage the sum insured noted in the **Schedule** shall be lower than the actual market value, the **Insured** shall be considered as being his own insurer for the difference and shall bear the proportional share of the loss.

In the event that a Condition Evaluation Survey Report has been presented and accepted by **Insurers**, this would be the basis upon which claims will be considered.

## Condition Evaluation Survey Reports

- At times the **Insurer** may request the **Insured** to present a Condition Evaluation Survey Report of the vessel.
- The **Insured** also has the right to present such a Condition Evaluation Survey Report of the vessel to the **Insurer**.

In both events, the Condition Evaluation Survey Report is to be provided by a **Marine Surveyor** and all costs of such report are to be borne by the **Insured**. Once presented to the **Insurers**, the sum insured of the vessel is to be aligned on the basis of the **Marine Surveyor's** report and any additional premium due is paid by the **Insured**.

The **Insurer** may also consider introducing any additional recommendations or conditions on the basis of the information provided in the Condition Evaluation Survey Report.

## 5. Basis of settlement

The **Insurer** has the option to settle any claim as follows:

- i. Payment for repairs
- ii. Payment for reasonable cost of replacing the lost, stolen or damaged **Vessel** or part thereof

In the event of a partial loss, the insurance will pay the cost of repairs and/or parts required, with deduction for depreciation, wear and tear.

If the insured **Vessel**, or part thereof is found to be beyond economical repair, the **Insurer** can at his option, pay the **Insured** the equivalent to the value of any loss or damage with deduction for depreciation, wear and tear.

In no event, will the **Insurer** pay in excess of the total sum insured of the vessel or specified item noted in the policy **Schedule**.

## 6. Total loss

The insurance will pay for a total loss of the insured **Vessel**, and other insured items, only if the insured **Vessel** is completely lost or destroyed.

The insurance will pay for a constructive total loss if the cost of recovering and repairing the insured **Vessel** is greater than the sum insured shown in the policy **Schedule**. If a total loss is paid, the **Insurer** is entitled to the salvage proceeds or recovery therefrom, if any.

In no event, will the **Insurer** pay in excess of the total sum insured noted in the policy **Schedule**.

## 7. Salvage and assistance mitigation expenses

The insurance also covers expenses necessarily incurred in respect of salvage and assistance services to mitigate a loss under the policy, as long as such costs would not be in excess of the possible loss incurred.

Should these costs be equal to or higher than the possible loss, the maximum the policy will pay is the least of these two costs.

Settlement of such expenses are not deducted from the sum insured of the policy.

No **Excess** will apply for this cover.

## 8. General salvage and removal expenses

The insurance covers expenses necessarily incurred in respect of third-party salvage and removal expenses incurred to recover or remove the **Insured's Vessel** wreck following the **Vessel** sustaining damage or sinks following a loss indemnifiable under this policy.

The maximum amount the policy will pay under this extension is of 10% of the insured **Vessel's** sum insured in respect of each loss and in the **Period of Insurance**.

## 9. Stress of weather cover

The insurance also covers expenses incurred to:

- i. Minimise loss or damage, or
- ii. Remove the **Vessel** to safety (including emergency towing), or
- iii. Dry all electrical equipment in the motor(s), or
- iv. Clean and oil the motor(s)

if the insured **Vessel** is damaged due to stress of weather.

The maximum amount the policy will pay under this extension is of 10% of the insured **Vessel's** sum insured in respect of each loss and in the **Period of Insurance**.

## 10. Inspection costs

The insurance covers expenses incurred to inspect the underwater part of the **Hull** of the insured **Vessel** after a stranding even if no damage has been sustained.

The maximum amount the policy will pay is of €3,000 in respect of each loss and in the **Period of Insurance**.

## 11. Berthing charges

The insurance under this policy also covers non-refundable berthing costs incurred and due to a marina, which are contractually still due to be paid, following a total loss of the insured **Vessel**, and which berthing place cannot be used by the **Insured**.

The maximum amount the policy will pay is 10% of the insured **Vessel's** sum insured or the berthing costs due, whichever is the less.

The policy will not pay in excess of a total of twelve months berthing costs.

Settlement of such expenses are not deducted from the sum insured of the policy.

## 12. Fire extinguishing appliances and safety flares costs

The insurance under this policy covers the cost of replenishing fire extinguishing appliances and safety flares costs following a fire on board of the insured **Vessel** subject to a limit of €500.

No **Excess** will apply for this cover.

## 13. Traveling expenses

The insurance under this policy covers traveling costs incurred by the **Insured** and other non-paying persons on board the insured **Vessel**, necessitating their return to Malta following the insured **Vessel** sustaining damage covered under the policy, and the **Vessel** is not capable to return safely back to Malta.

The maximum amount the policy will pay is of €1,000 per person and €5,000 in the **Period of Insurance**.

No **Excess** will apply for this cover.

## 14. Electrical charging extension

The insurance under this policy covers accidental loss or damage to the insured **Vessel** or any of its equipment arising out of:

1. overcharge following lightning strikes or otherwise
2. short circuiting whilst the insured **Vessel** or its equipment is being charged
3. costs to scrap the damaged battery following a loss or damage covered under this section, subject to a limit of €2,500.

Cover under this extension is subject to:

- a. The insured **Vessel** being securely docked or moored.
- b. The electrical connections on the insured **Vessel** and the related equipment are in a good condition and free of any damage.
- c. Charging equipment and accessories are protected with surge protectors and weatherproof cables.
- d. The charging equipment and accessories are free of any signs of wear and tear.
- e. The charging equipment and accessories are compatible with the insured **Vessel's** electrical system.
- f. The charging process being monitored by the **Insured** or a representative of the marina or yacht club.
- g. The charging process is being carried out in line with the manufacturer guidelines of the insured **Vessel** and related equipment.

## 15. Racing risks extension

*Cover under this extension is only available for sailing yachts.*

Cover under this insurance is extended to cover the insured **Vessel** noted in the policy **Schedule** whilst participating in racing, or speed tests or any connected trials.

Cover under this extension for sails, masts, spars and attached fittings, standing and running rigging is limited to two-thirds of the actual cost of repair or replacement, unless the insured **Vessel** sustains an incident which renders the insured **Vessel** as a total loss.

In consideration of the above, exclusion d. iii noted under Section D – General Exclusions is deemed to be deleted and have no effect whatsoever.

## 16. Section exclusions

The insurance does not cover:

- a. Any loss or damage caused by faulty design, faulty construction, faulty manufacturing, faulty workmanship, lack of maintenance, or defective materials (hidden or visible) or by wear and tear;
- b. Any loss or damage caused by rusting, oxidation, electrolysis, corrosion, cavitation, osmosis and age;
- c. Any loss or damage caused by frost, ice, snow, marine growth, vermin, pests, and rodents;
- d. Scratching, denting or bruising of any kind whilst in transit;
- e. Any loss or damage to the sails and rigging, unless being caused by sinking, mast breakage, fire, explosion, force majeure, lightning/short circuit, theft or vandalism unless otherwise specified;
- f. Fire if the **Vessel** is not equipped with fire-fighting equipment which are well maintained and are in line with the requirements set by the manufacturer;
- g. Any loss or damage caused by inappropriate loading and securing during transportation;
- h. Theft or loss of outboard motors, with a 9.9 HP or less, which were not secured with an appropriate anti-theft device, unless the insured **Vessel** or tender is stolen in its entirety;
- i. Theft or loss of outboard motors where the serial number is not specified in the **Schedule**;
- j. Loss of outboard motors if not appropriately installed in line with the Vessel's and manufacturer's specifications;
- k. Theft of **Trailers** and removable items if not following forcible and violent entry;
- l. Theft of the insured **Vessel** on a **Trailer** which was not protected against theft;
- m. Any loss of value, loss of use or loss of enjoyment;
- n. Incidents caused by the **Insured**'s gross negligence;
- o. Damage to motor, electrical machinery, batteries and their connections caused by frost, mechanical and/or electrical failure or derangement unless otherwise specified;
- p. Any amount which falls below the **Excess** noted in the policy **Schedule**;
- q. Any other exclusion noted under Section D – General Exclusions.

# Section C

## General Conditions

*This section is applicable for all the policy.*

The following conditions apply to the insurance policy. If the **Insured** does not comply with these conditions and any other particular terms and **Endorsements** noted elsewhere in the policy, the **Insured** may prejudice the claim and **Insurers** may at their option, cancel the policy, or refuse to handle the claim or reduce the amount of any claim payment.

### 1. Changes in circumstances

The **Insured** must inform the **Insurer** immediately of any changes that may affect the insurance.

In particular, the **Insured** must inform the **Insurer** if:

- i. The **Insured** changes their postal address;
- ii. The **Insured** changes the insured Vessel or any extra and/or machinery, gear or equipment including **Special Equipment**;
- iii. The **Insured** changes the **Laid-up** location;
- iv. The **Insured** or anybody living with the **Insured** has been declared bankrupt or prosecuted for or convicted of theft, fraud, dishonesty, arson or any other offence other than a driving offence;
- v. The **Insured** changes the mooring and/or laid up location

### 2. Warranties

It is warranted that:

- a. When the insured **Vessel** is underway the **Insured**, owner, policyholder or any other person experienced and licenced to navigate the insured **Vessel** will be on board and in control of the **Vessel**.
- b. If the insured Vessel has a maximum designed speed exceeding 17 knots, and is fitted with inboard motors, fire and explosion cover is subject to:

- i. the **Vessel** having installed automatically or remote operated fire extinguishers in the engine and/or tank area;
- ii. having manually operated fire extinguishers and a fire blanket in the galley area

all in good working order and in line with the **Vessel's** manufacturer requirements.

### 3. Limited Navigation

It is a condition precedent to liability that the **Insured** undertakes to remove the insured **Vessel** from any mooring and/or berth at sea which is exposed to the perils of storm and/or tempest and/or wind within 24 hours from any warnings of wind reaching Force 5 or higher on the Beaufort Scale issued by the Malta Meteorological Office within the Malta International Airport unless the **Vessel** is berthed at a marina agreed with **Insurers**.

Noncompliance to the above shall invalidate the cover provided by this policy in respect of loss, damage or liability arising from storm and/or tempest and/or wind.

Unless otherwise agreed with **Insurers**, this limitation applies for the period between the 1st October and the 31st of May, both days inclusive.

It is also noted that, unless the **Insured** is navigating beyond the Maltese Territorial Waters, it shall only navigate during daylight hours and that it returns to a safe port or its lay-up berth or place of storage before sunset unless navigation is limited to 330 metres from shoreline.

### 4. Contribution clause

If at the time of the incident which results in a claim under this policy, there is another insurance covering the same liability, loss or damage, the **Insurer** will only pay its share of the claim.

### 5. Duty of care

The **Insured** must take all reasonable precautions to:

- i. Maintain the insured **Vessel** and equipment in a proper state of repair and seaworthiness;  
and,
- ii. Safeguard the insured **Vessel** and equipment from loss or damage

## 6. Fraud

All benefit under this policy shall be forfeited:

a. if any claim made under this Policy be in any respect fraudulent or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the **Insured** or anyone acting on his behalf to obtain any benefit under this Policy

or

b. if any claim be made and rejected and an action or suit be not commenced within three months after such rejection, or within three months after the arbitrator or arbitrators or umpire shall have made their award.

## 7. Contract and Jurisdiction Clause

The contract of insurance shall for all intents 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.

### Maltese Jurisdiction clause

The **Insurer's** indemnity provided by this policy, shall apply only to judgments or orders that are delivered or obtained from a Court or in arbitration within the Maltese Islands.

Furthermore, the aforesaid indemnity shall not apply to a judgement or order obtained in Malta for the enforcement of a judgement or arbitration award obtained elsewhere or to cost and expenses of litigation recovered by any claimant from the **Insured**, which costs and expenses of litigation are not incurred in the Maltese Islands.

### Extended Jurisdiction clause

*Only applicable if the **Navigation Limit** on the **Schedule** is extended to beyond the Maltese Territorial Waters.*

The **Insurer's** indemnity provided by this policy, shall apply only to judgments or orders that are delivered or obtained from a Court or in arbitration within the European Union. The insurance will not pay for any judgements, orders or awards delivered by or obtained from a court in any other country.

Furthermore, the insurance provided by this policy, shall not apply in respect of any judgment, order or award obtained in the European Union, for the enforcement of a judgement or arbitration award obtained in any other country, or to costs and expenses of litigation recovered by any

claimant from the **Insured** or any other persons entitled to indemnity under this policy which costs and expenses of litigation are not incurred in the European Union.

## 8. Laid up period

If the insured **Vessel** is to be laid up for the period shown in the **Schedule** it:

- i. Must be in a safe berth for storage ashore,
- ii. May not be used for living on board.

## 9. Making a claim

If the **Insured** has an accident or loss, the **Insured** must:

- i. Inform **Insurers** as soon as possible;
- ii. Upon discovery, and within 24 hours, inform the police about the theft, attempted theft, fire or vandalism, malicious damage or loss of the insured **Vessel** or part of it;
- iii. Not negotiate, admit or repudiate any claim without the **Insurers** written consent;
- iv. Send all claims, letters, summons or legal documents made against the **Insured** without replying to any of these documents unless written consent is obtained from the **Insurers**;
- v. Supply any reports, certificates, specifications and evidence that **Insurers** may require at the **Insured**'s own expense
- vi. Take all reasonable steps to minimise the loss/es, to recover missing property and to prevent further loss, damage or injury

## 10. Subrogation clause

The **Insurer** reserves the right to take action in the **Insured**'s name to recover any amount the **Insurer** has paid or may pay under the policy, and the **Insured** must also provide the **Insurer** as much assistance as possible to do so.

If the **Insured** agrees to give up their rights to recover damages from any party who may be liable to the **Insured**, this policy will be considered void and without effect as to such loss. Nonetheless, the **Insurer** will still have the right to recover the premium.

## 11. Sanctions Limitation and Exclusion clause

The **Insurer** shall not be deemed to provide cover and shall not be liable to pay any claim or pay any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the

European Union or any of its member states, Switzerland, United Kingdom or the United States of America or any of its states.

## 12. Arbitration

If any difference shall arise as to the amount to be paid under this policy such difference shall independently of all other questions be referred to the decision of an arbitrator, to be appointed in writing by the parties in difference, or, if they cannot agree upon a single arbitrator, to the decision of two disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required to do so in writing by the other party.

In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators the decision shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings.

The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such arbitrator or umpire of the amount of the loss or damage if disputed shall be first obtained.

## 13. Cancellation clause

The **Insured** may cancel this policy at any time during its term. Any refund of premium will be worked out from the date the **Insurer** receives the cancellation instructions. Provided no claim or loss has arisen in the current period of insurance, the **Insurer** will return part of the premium calculated on the **Insurer's** cancellation rates for the unexpired period of insurance.

It is further agreed and understood that the **Insurer** may refuse to return any premium for cancellation of the policy within twelve months of inception.

The **Insurer** may cancel this policy by sending the **Insured** a registered letter giving a 30 days' notice to the **Insured's** last known address. The **Insurer** will refund the appropriate proportion of the premium worked out on a pro-rata basis from the date of the registered letter.

The **Insurer** may also cancel the policy immediately at their discretion and without notice if the **Insured** does not pay the premium. The **Insured** will not get a refund for any part payments already made.

# Section D

## General Exclusions

*This section is applicable for all the policy.*

No insurance exists under this policy for the following:

a. Loss or damage to the insured **Vessel**, or any liability arising from the insured **Vessel**, if the **Vessel** is not in a seaworthy condition.

b. Asbestos

This insurance will not pay for any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

c. Confiscation

**Insurers** will not pay for loss or damage as a result of the confiscation, commandeering, nationalisation, seizure, restraint, appropriation, requisition, detention or destruction of or damage to property by order of any government, public or local authority or items held by customs or other officials.

d. Use of **Vessel**:

- i. Loss or damage or liability whilst the insured **Vessel** is chartered, rented to others, used to carry persons or property for a fee, or used for other commercial purposes.
- ii. No insurance applies if the insured **Vessel** is being used by somebody else without the Insured's permission or is not named in the policy **Schedule**
- iii. Loss or damage or liability whilst the insured **Vessel** is being used for racing or engaged in speed testing unless **Insurers** have agreed otherwise in writing.
- iv. If the insured **Vessel** is a sailing yacht, the insurance under this policy will not pay for loss or damage to sails, rigging, masts and spars whilst the yacht is racing, unless the loss or damage is caused by the insured **Vessel** being stranded, sunk, on fire or in collision.

- v. Any liability to or incurred by anyone engaged in water skiing, aqua-planning, ski-kiting, paragliding, parachute skiing or similar activities, whilst being towed by the insured **Vessel** or preparing to be towed until safely on board of the insured **Vessel**.
  - vi. The insurance will not pay for loss or damage arising from the insured **Vessel** being moored or anchored unattended off an exposed beach or shore overnight, unless otherwise agreed with Insurers and noted in the Schedule.
  - vii. Loss or damage or liability whilst the insured **Vessel** is used as a houseboat.
  - viii. Loss or damage or liability whilst the insured **Vessel** is used for exhibition or demonstration purposes, unless the **Insured** is on board of the insured **Vessel**.
  - ix. Loss or damage or liability whilst the insured **Vessel** is used for water sports activities, unless otherwise agreed with **Insurers** and noted in the **Schedule**.
  - x. Loss or damage or liability whilst the insured **Vessel** is used for any use other than private pleasure purposes unless **Insurers** have agreed otherwise in writing.
  - xi. Loss or damage or liability if the insured **Vessel** is navigated by any person, who at the time of navigation is under the influence of intoxicating liquor or drugs (other than drugs taken under medical supervision and not for the treatment of drug addiction, and drugs for which medical advice has been given not to undertake such navigational activities).
  - xii. Loss, injury, damage or liability whilst the insured **Vessel** is used as a weapon.
  - xiii. The insurance under this policy is null and void if the insured **Vessel** is used directly or indirectly for illegal purposes.
  - xiv. Any liability to passengers if the number of passengers on board exceeds the allowance noted by the **Vessel**'s manufacturer.
- e. Any incident as a result of or liabilities arising out of 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**;
  - f. Any incident for loss or damage directly or indirectly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
  - g. High explosives

This insurance will not pay for any loss, damage or any legal liability arising directly or indirectly or contributed by or arising from the use, manufacture, storage, filling, breaking down or transport of ammunition and explosives including pyrotechnic materials.

#### h. Terrorism

This insurance excludes any loss, damage, cost or expense of whatsoever nature or any death, bodily injury or illness directly or indirectly caused by, resulting from, happening through, arising out of or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, cost or expense.

Any act of terrorism means an act, including but not limited to the use of force or violence and/ or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence of any government and/ or to put the public, or any section of the public in fear.

This insurance also excludes any loss, damage, cost or expense of whatsoever nature or any death, bodily injury, or illness directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If **Insurers** allege that by reason of this exception, any loss, damage, cost or expense of whatsoever nature or any death, bodily injury or illness is not covered by this insurance the burden of proving the contrary shall be upon the **Insured**.

#### i. War risks

The **Insurer** shall not be liable in respect of loss damage or bodily injury occasioned directly or indirectly by or through or in consequence of war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.

Any loss damage or bodily injury happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence directly or indirectly of any of said occurrences shall be deemed to be loss damage or bodily injury which is not covered by this insurance except to the extent that the **Insured** shall prove that such loss damage or bodily injury happened independently of the existence of such abnormal conditions.

In any action suit or other proceeding where the **Insurer** alleges that by reason of the provisions of this condition any loss damage or bodily injury is not covered by this insurance the burden of proving that such loss or damage is covered shall be upon the **Insured**.

- j. loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
  - i. ionising radiations from or contamination by radioactively from any nuclear fuel or from any nuclear waste or from the combustion of nuclear
  - ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - iii. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - iv. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.
  - v. any chemical, biological, bio-chemical, or electromagnetic weapon.

k. Communicable disease

- i. This insurance excludes any loss, damage, liability for, or loss, cost or expense incurred to identify, detect, prevent, clean up, detoxify, remove, eliminate, neutralise, monitor, remove, or test for; injury, loss of revenue, loss of hire, diminution of value, business interruption, loss of market, delay or any direct or any indirect financial loss, fines, penalties, cost of expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- ii. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - a. The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - b. The method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - c. The disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

iii. Notwithstanding the foregoing, losses directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with any otherwise covered peril under subject policies and not otherwise excluded under this policy shall be covered.

I. Other exclusions:

- i. Loss or damage caused by wear and tear
- ii. Faulty workmanship, design or materials or hidden defects
- iii. Loss or damage through gradual deterioration, marine life, electrolysis, osmosis, discoloration, corrosion, rust, dampness, normal wetting
- iv. Mechanical or electrical breakdown unless otherwise specified
- v. Valuables, jewellery, monetary instruments, documents, cash, money, software, computer programs, data, fine arts or antiques;
- vi. Loss or damage due to ice, freezing or extremes of temperature
- vii. Loss or damage which existed prior to the effective date of this insurance
- viii. Any fines and penalties
- ix. Any damage, loss or liability deliberately caused by the wrongful acts or wilful misconduct of any Insured person
- x. Theft unless followed by forcible and violent entry
- xi. Any amount below the Excess noted in the policy Schedule

m. Unmanned aerial devices

This insurance will not pay for liability incurred by the **Insured** howsoever arising from the use of unmanned aerial devices.

n. Transmissible Spongiform Encephalopathies (TSE)

This insurance will not pay for any claims for losses relating to actual or probable casual elements (for example, prions) and any connected, possible illnesses in the area of transmissible spongiform encephalopathy (TSE) such as, for example, bovine spongiform encephalopathy (BSE), or new variant Creutzfeldt-Jakob disease (vCJD).

o. Cyber loss limited exclusion clause

1. Notwithstanding any provision to the contrary within this insurance agreement or any **Endorsement** thereto, this insurance agreement excludes all loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

1.1 any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System, unless subject to the provisions of the following paragraph

1.2 any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data

1.3 Subject to the other terms, conditions and exclusions contained in this insurance agreement, this insurance agreement will cover physical damage to tangible property Insured under the original policies and any Time Element Loss directly resulting therefrom.

Definitions

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the afore mentioned and including any associated input, output, data storage device, networking equipment or back up facility.

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

Time Element Loss means business interruption, contingent business interruption or any other consequential losses.

p. RUB Exclusion

Notwithstanding anything to the contrary herein, Specified Territory Exposures whether direct or indirect are excluded. The term Specified Territory Exposure includes but is not limited to any activity, transaction, legal proceedings, operation, entity, subsidiary, headquarters, branch, products, good, property, asset, services in a Specified Territory or, as applicable, delivered to, located in, originating in, transitioning from, to or through a Specified Territory, as well as any person ordinarily resident in a Specified Territory, the

government of a Specified Territory as well as any entity owned or controlled by an entity in a Specified Territory including, without limitation, affiliates outside of a Specified Territory.

Specified Territory means:

- a. The Republic of Belarus;
- b. The Russian Federation (as recognized by the United Nations) or their territories, including territorial waters, or protectorates where they have legal control (legal control shall mean where recognized by the United Nations); or;
- c. Ukraine (in accordance with the borders established as of the 1991 Declaration of Independence, including the Crimean peninsula and the Donetsk, Luhansk, Zaporizhzhia and Kherson regions).

# Section E

## Customer Satisfaction

Elmo Insurance Limited is committed to provide you with the highest level of service. However, if you are not satisfied with our services, please refer the matter to our Complaints Officer at:

**Elmo Insurance Limited**  
**Abate Rigord Street Ta'Xbiex**  
**XBX1111**  
**Malta**

**Tel: 00356 2343 0000**

**E-Mail: [complaints@elmoinsurance.com](mailto:complaints@elmoinsurance.com)**

Your complaints will be acknowledged by our Complaints Officer and a response will be sent to you within a maximum time period of fifteen working days.

In the event that your complaint remains unresolved, you may write to:

**Office of the Arbiter for Financial Services**  
**N/S in Regional Road**  
**Msida, MSD 1920**  
**Malta**

**Freephone: 8007 2366**

**Telephone: 2124 9245**

You can also download a complaint form from: [www.financialarbiter.org.mt](http://www.financialarbiter.org.mt).

This is without prejudice to any other judicial action which you may wish to resort to.

You may also seek assistance from the Malta Insurance Association with whom this company is affiliated.

## DATA PROTECTION

**WHO WE ARE** Elmo Insurance Limited (C.3500) of Elmo, Abate Rigord Street, Ta' Xbiex, XBX 1111, Malta ("We/Us/Our") is the data controller in relation to personal information which We hold about You ("Personal Data"). Queries relating to data protection matters may be referred to Our Data Protection Officer at: The Data Protection Officer, Elmo Insurance Limited, Abate Rigord Street, Ta' Xbiex, XBX 1111, Malta or at: dpo@elmoinsurance.com.

**OUR COMMITMENT** We highly value the trust that You place in Us and We are committed to protect the security of Your Personal Data and to ensure that Your rights according to data protection Law are safeguarded.

**INFORMATION WE HOLD ABOUT YOU** As data controllers, We may collect, store and use the following categories of Personal Data:

- Basic Personal Data, such as: Your name and surname; identification document details; date of birth; mail address; contact details; banking details; occupation and signature;
- Information about Your insurance requirements, such as: details about the subject matter to be Insured and details about persons to be covered by Our insurance products;
- Additional information, such as: accident, loss or claims history; creditworthiness; no claims bonus; insurance history (including: previous special underwriting conditions imposed and decline of cover); annual income and matters relating to the prevention, detection and/or suppression of fraud, money laundering and Terrorism and Your marketing preferences;

We may also collect, store and use the following "special categories" of more sensitive Personal Data, such as: current and past health information; pre-existing health conditions or injuries; medication; medical treatment; surgical procedures; hereditary disease, illness or condition; and smoking or drug abuse history.

**HOW WE WILL PROCESS INFORMATION ABOUT YOU** We will only process Your Personal Data when the Law allows Us to. Most commonly, We will use Your Personal Data in the following circumstances:

- Where We need to perform the contract which We have entered with You;
- Where We need to comply with a legal obligation; and
- Where it is necessary for Our legitimate interests, or those of third parties, provided that such legitimate interests are not overridden by Your interests or fundamental rights and freedoms which require the protection of Personal Data.

We may also process Your Personal Data in the following situations, which are likely to be rare:

- Where We need to protect Your vital interests or the vital interests of another person;
- Where it is required in the public interest or for official purposes.

**IF YOU FAIL TO PROVIDE PERSONAL DATA** If You fail to provide certain Personal Data when requested, We may not be able to perform the contract We have entered with You or We may be prevented from complying with Our legal obligations.

**HOW WE USE PARTICULARLY SENSITIVE PERSONAL DATA** Special categories of Personal Data require higher levels of protection. We need to have further justification for collecting, storing and using this type of Personal Data. We may process special categories of Personal Data in the following circumstances:

- In limited circumstances, with Your explicit written consent;
- Where We need to carry out Our legal obligations;
- Where it is needed in the public interest;
- Where it is needed to assess Your working capacity on health grounds, subject to appropriate confidentiality safeguards;
- Where it is needed in relation to the exercise or defence of legal claims.

Less commonly, We may need to process sensitive Personal Data where it is needed to protect Your vital interests or the vital interests of other persons and You are not capable of providing consent or where You have already made the information public.

We will not use Personal Data for any other purpose which is incompatible with the purposes described in this Notice, unless such use is required or authorised by Law, authorised by You or is in Your own vital interest (such as in the case of medical emergency).

**HOW WE MAY SHARE YOUR PERSONAL DATA** We may share Your Personal Data within Our different departments, Our affiliated companies and Our service providers, including assistance and Road assistance service providers. This is generally required for the performance of Our contract with You; in order to identify products which may be of interest to You; for pricing and underwriting purposes; for marketing purposes; and for claims management purposes. Moreover, We may share Your Personal Data to prevent, detect and/or suppress fraud and in order to be able to comply with Our legal obligations.

We may also share Your Personal Data with third parties, including: insurance undertakings; insurance intermediaries; reinsurers; medical professionals; legal professionals; hospitals and clinics; surveyors; architects, loss adjustors and other appointed experts in the course of underwriting or claims management processes; Transport Malta; the Malta Insurance Association; credit referencing agencies; the Commissioner of Police, the Financial Intelligence Analysis Unit (FAIU), tax authorities and any other body, institution or authority which is authorised to receive Your Personal Data from Us according to Law. This is generally required for the performance of Our contract with You, to prevent, detect or suppress fraud, money laundering and Terrorism, to exercise or defend legal claims, and to comply with Our legal obligations. Additionally, in limited circumstances, Your Personal Data may be made accessible to third party service providers for IT system testing and maintenance purposes, and for insurance audit and actuarial purposes.

We are a member of the Malta Association of Credit Management (MACM). If You fail to settle any amounts which are due to Us, We have a right to pass on information about You and about the amounts owed by You to Us to MACM as well as to any legally entitled third party. Where such a disclosure is carried out, MACM, as a Credit Referencing Agency, shall be deemed to be a Data Controller of the personal data it processes within its systems, in pursuance of its legitimate interests, such as promoting responsible lending, amongst others. For more info please visit <https://www.macm.org.mt/dataprotection>. Data Protection queries concerning MACM may be referred to its Data Protection Officer at [dataprotectionofficer@macm.org.mt](mailto:dataprotectionofficer@macm.org.mt)

In all cases, the sharing of Your Personal Data is made subject to appropriate confidentiality safeguards.

**TRANSFER OF PERSONAL DATA OUTSIDE MALTA** We may share Your Personal Data with third parties established both within and outside the European Economic Area, subject to observance with all confidentiality safeguards applicable according to Law.

**HOW WE MAY OBTAIN PERSONAL DATA ABOUT YOU** Apart from the Personal Data which You provide Us with, We may obtain Personal Data about You from third parties to prevent, detect or suppress insurance fraud, money laundering and Terrorism; to exercise or defend legal claims; and to safeguard Our legitimate expectations in so far as this is permitted by Law. In particular, We may receive Personal Data about You from third parties who We may share Personal Data with according to this Notice; the ETARS traffic accident database; the Court Registry Database (LECAM); the Public Registry; the Registry of Companies and other entities which have authority to disclose Personal Data to Us. We may also record telephone conversations for quality and assurance purposes. Our head office and branches are equipped with CCTV cameras for security purposes.

**SECURITY** We will take appropriate measures to protect Personal Data and sensitive Personal Data, which are consistent with the applicable privacy and data security Law and regulations, including requiring third party service providers to use appropriate measures to protect the confidentiality and security of Personal Data and sensitive Personal Data.

**DATA INTEGRITY AND RETENTION** We will take reasonable steps to ensure that Personal Data and sensitive Personal Data processed by Us, is reliable for its intended use and is accurate and complete for carrying out the purposes described in this Notice. We will retain Personal Data and sensitive Personal Data for the period necessary to fulfil the purposes outlined in this Notice, unless a longer retention period is required or permitted by Law.

**YOUR RIGHTS** You have the right to object at any time to the processing of Your Personal Data. You can exercise this right by contacting Our Data Protection Officer.

You also have the right to access Your Personal Data and sensitive Personal Data, the right to correct inaccurate Personal Data and sensitive Personal Data, the right to erase Your Personal Data and sensitive Personal Data in certain circumstances and the right to receive the Personal Data and sensitive Personal Data which You have provided to Us in a structured, commonly used and machine-readable format for onward transmission by You to another entity, without hindrance from Us. If You wish to exercise any of these rights, please contact Our Data Protection Officer. Please note however that, certain Personal Data and sensitive Personal Data may be exempt from such access, correction and/or erasure pursuant to the applicable data protection Law or other legislation and regulations.

As part of the provision of Your insurance contract, We may use automated decision making, including profiling, subject to appropriate safeguards to protect Your rights and freedoms and legitimate interests. You have the right to request human intervention to express Your point of view and to contest automated decisions.

You can also file a complaint on data protection matters with the Office of the Information and Data Protection Commissioner by following this link: <https://register.idpc.org.mt/report-breach/complaint/>

# Protection and Compensation Fund

The Protection and Compensation Fund is a special fund which was established in terms of The Protection and Compensation Fund Regulations, 2003.

The aims of the fund are:

To pay for any claims against an insurer which have remained unpaid because the insurer became insolvent. These claims must be in respect of protected risks situated in Malta or protected commitments where Malta is the country of commitment; and

to compensate victims of road traffic accidents in certain specified circumstances. Limited compensation may be available under the fund if the insurer becomes insolvent and unable to meet its obligations under the insurance contract.

Further information about the fund may be accessed through the following link:  
[www.mfsa.mt](http://www.mfsa.mt)

# Our Standards

We aim to provide you with access to policies that are affordable and provide you with peace of mind. We always act with the highest ethical standards of conduct and professional integrity whilst striving to meet your expectations.

We try to achieve the following service standards:

- Respond to Your application for a policy, or to amend cover, within five working days
- Process efficiently properly presented, eligible invoices for benefit
- Respond to Your correspondence and any other policy queries within five working days.



Elmo Insurance Ltd, Abate Rigord Street,  
Ta' Xbiex, XBX 1111, Malta  
T: (+356) 2343 0000 | [www.elmoinsurance.com](http://www.elmoinsurance.com)

## BRANCH OFFICES

**B'KARA BRANCH**  
Naxxar Road  
B'Kara BKR 9044  
2343 0322

**COSPICUA BRANCH**  
48 Bormla Gate  
Cospicua BML 2062  
2343 0301

**MELLIEHA BRANCH**  
160A Main Street  
Mellieha MLH 2315  
2343 0308

**PAOLA BRANCH**  
Paola Square  
Paola PLA 1261  
2343 0306

**QORMI BRANCH**  
27 Il-Knisja Arcipretali  
Street  
Qormi QRM 2192  
2343 0311

**RABAT BRANCH**  
23A Saqqajja Square  
Rabat RBT 1192  
2343 0332

**ST. PAUL'S BAY BRANCH**  
612 Mosta Road  
St. Paul's Bay SPB 3112  
2343 0310

**SWIEQI BRANCH**  
43 Triq il-Qasam  
Swieqi SWQ 3027  
2343 0317

**ŻEBBUĠ BRANCH**  
Mdina Road  
Żebbuġ ZBG 9017  
2343 0326/7