



**YACHT & PLEASURE CRAFT  
INSURANCE**  
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, 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.







# Meaning of Words

The words or expressions listed below have the following meaning wherever they appear in the Policy, the Schedule or any Endorsement.

## Competent Person

A person who has an experience and knowledge to drive, sail and handle a **Craft** like the insured **Craft** and is 18 years of age or over. A **Competent Person** must also be in possession of any necessary permits and/or licenses required by law.

Cover is only extended to the named drivers listed in the proposal form or schedule.

## Craft

The **Craft** shown in the Policy schedule including machinery, outboard motors, **Special Equipment**, and tenders/dinghies.

## Cruising Limits

The geographical area specified in the schedule within which **We** have agreed to insure the **Craft**. **You** can travel outside the **Cruising Limits** if **You** are forced to by the weather, any form of danger or an order of a government or legal authority.

## Deductible

The first part of any claim for which **You** are responsible.

## Endorsement

An alteration made to the terms of the Policy.

## Hidden Defects

A hidden flaw in the construction or material of the **Craft** or part of the **Craft** that is not discoverable by using reasonable care.

## Hull

The outer shell of the **Craft**, deck, fixtures and fittings on deck or below deck that are not normally removable and would be normally sold with the **Craft**.

### **In-Commission**

The period shown in the schedule when the insured **Craft** may be used in navigation for the purpose stated on the schedule subject to any restrictions noted in the schedule.

### **Laid-Up**

The period shown in the schedule when the insured **Craft** is stored in its **Laid-Up** location, this being a safe berth or ashore.

### **Market Value**

The value in Malta at the time of a loss of a **Craft** of the same type, age and condition as the insured **Craft** being equipped with the same machinery, gear and equipment.

### **Period of Insurance**

The period shown in the schedule and any further period for which **We** accept **Your** premium.

### **Personal Effects**

Including but not limited to:

- Items of clothing and articles of a personal nature likely to be worn, used or carried.
- Nautical apparel or apparatus (including lifejackets, wetsuits, diving equipment, water-skis, and tow ropes).

### **Special Equipment**

Items of equipment or accessories that do not form part of the integral fittings which have been purchased separately and may be removed from the **Craft** whilst not in use.

### **Us/We/Our**

Elmo Insurance Ltd.

### **You/Your/The Insured**

The person or persons named on the Policy schedule.

# Section A

## Loss or damage to the Craft

We will cover **Your Craft** described in **Your** Policy schedule including:

- The Hull
- Engines
- Tender
- Special Equipment

while it is navigating or in transit within the **Cruising Limits** specified in **Your** Policy schedule, and while the **Craft** is at any marina, mooring, slipway or location when **Laid-Up** ashore.

### What is covered:

- a. Sudden and accidental damage
  - i. To **Your Craft**,
  - ii. If **Your Craft** accidentally sinks, provided it was in seaworthy condition at the time of sinking,
  - iii. Whilst loading or unloading,
  - iv. To engines through external accidental causes,
  - v. To engines through overheating arising from an insured peril,
  - vi. To **Special Equipment** whilst it is temporarily not on board the **Craft** and is ashore for storage or repair. **You** will be covered up to 20% of the **Special Equipment** amount shown in the policy schedule.
- b. Fire, provided the **Craft** is equipped with suitable fire fighting equipment.
- c. Explosion or lightning.
- d. Storm.
- e. Theft



## Loss or damage to the Craft

- i. Of the entire **Craft** and/or (if insured) of its tender.
- ii. Of the engine(s) provided that, it/they is/are secured with an anti-theft device in addition to its/their normal method of attachment; or removed from the **Craft** and stored in a secure location.
- iii. The **Craft's Special Equipment**.

In the event of a claim it will be necessary for You to demonstrate that there is physical evidence of forcible and violent entry. It is a condition of this cover that You are at all times required to take reasonable measures to prevent theft.

- f. Malicious acts or vandalism.
- g. Damages to **Your Craft** during transportation by road or ferry.
- h. All reasonable and necessary salvage charges, removal charges or charges incurred to recover or remove the wreck if **Your Craft** is damaged or sinks accidentally.
- i. Other expenses if **Your Craft** gets damaged due to stress of weather. **We** will also pay the reasonable cost of taking action to:
  - i. Minimise loss or damage, or
  - ii. Remove the **Craft** to safety (including emergency towing), or
  - iii. Dry all the electrical equipment in the motor(s), or
  - iv. Clean and oil the motor(s).
- j. The **Craft's** outboard engine dropping off or falling overboard subject the outboard engine(s) does not exceed the **Craft's** weight and complies with the manufacturer's specifications.
- k. Contact or collision with a pontoon, quays, jetties, reefs or any other object that is underwater or partly underwater.
- l. The cost of inspecting the underwater part of the **Hull** of the insured **Craft** after a stranding even if there is no damage.

### What is not covered:

- a. Loss or damage caused by normal wear and tear, lack of maintenance, timber rot, delamination, osmosis, deterioration, vermin, marine growth, rusting or other forms of corrosion or electrolysis.
- b. The cost of replacing or repairing any part due to **Hidden Defects**, faulty design or construction or faulty workmanship.
- c. Scratching, denting or bruising whilst in transit.
- d. Loss or damage to motors, electrical machinery, batteries and their connections caused by frost, **Hidden Defects**, mechanical and/or electrical failure or derangement.
- e. Any claim arising directly or indirectly from pollution or contamination by any substance.
- f. Any **Deductible** as stated in **Your** schedule.
- g. Anything listed under Section G – 'General Exclusions'.

### Claims Settlement

The settlement may either be an agreed value or indemnity as specified in the Policy schedule.

### Agreed Value (if applicable)

Where specified and shown in the Policy schedule, **We** will pay the agreed sum insured in respect of:

- The **Hull**
- Engines
- Tender
- Special Equipment.

Where **You** have not specified a separate sum insured for either a part of the **Craft** as above, or an individual item, then the maximum **We** will pay is the current **Market Value** of the part or item.

### Indemnity (if applicable)

Where specified and shown in the Policy schedule, **We** will indemnify **You**, at **Our** option:

- Pay for the repairs.
- Pay the reasonable cost to replace the lost, stolen or damaged **Craft** or part of the **Craft**
- if found to be beyond economical repair.

Pay an amount in cash equivalent to the value of any loss or damage. The maximum amount payable will be either:

The **Market Value** of the **Craft** at the time of the loss, or

- a. The sum insured as shown on the Policy schedule, whichever is the lesser amount.
- b. In any dispute over the **Market Value** of the **Craft**, it will be **Your** responsibility to prove that the **Market Value** of the **Craft** at loss, was higher than that established by **Us**.

### Total Losses

**We** will pay for a total loss of **Your Craft** and other covered property only if the **Craft** is completely lost or destroyed. **We** will also pay for a constructive total loss if the cost of recovering and repairing the **Craft** is greater than the sum insured shown in the Policy schedule. If **We** pay **You** for a total loss or constructive total loss, **We** will be entitled to salvage proceeds or recovery therefrom, if any. Depreciation will be deducted if **Your** Policy is on indemnity basis.

# Section B Trailer Cover

Cover for this section is only provided if stated in the Policy schedule.

## **What is covered:**

Loss or damage to the trailer caused by external accidental means subject to:

- Trailers being securely immobilised by an anti-theft device to the towing vehicle or to a fixed and immovable object, or they are placed in locked premises; or
- Its wheels having been removed; or
- Theft following forcible and violent entry in the place of storage.

## **What is not covered:**

Anything listed under Section A - 'What is not covered' and Section G - 'General Exclusions'.

## **Claims Settlement**

**We** will pay:

- The cost of repairs, or
- Replacement cost less depreciation

whichever is less, but in no case to exceed the sum insured as specified in the Policy schedule.

# Section C

## Personal Effects

Cover for this section is only provided if stated in the Policy schedule.

### What is covered:

We cover **Personal Effects** that belong to **You** or **Your** immediate family members whilst they are on board or are being conveyed by water to or from the **Craft** against all risks of accidental loss or damage.

### What is not covered:

- a. Anything listed under Section A - 'What is not covered' and Section G - 'General Exclusions'.
- b. Money, credit and debit cards, jewellery, furs, traveller's cheques or other valuable papers or documents.
- c. Theft of **Personal Effects** unless theft is followed by forcible or violent entry into the **Craft**.
- d. Any loss or damage to **Personal Effects** occurring whilst the **Craft** is unattended ashore (except in a locked garage/store).
- e. Any loss or damage to **Personal Effects** occurring whilst the **Craft** is in the custody and control of a repairer, a yacht yard or other storage facility.
- f. Breakage of articles of a brittle nature unless caused by the **Craft** being stranded, sunk, burnt or in collision, or by the stress of weather.
- g. Accidental loss or damage to diving equipment, tools and/or water ski equipment whilst in use.

## Claims Settlement

**We** will pay:

- The cost of repairs, or
- Replacement cost less depreciation

whichever is less, but in no case to exceed the sum insured as specified in the Policy schedule. The amount recoverable under this section shall be limited to €500. No one item shall be deemed of greater value than €250 unless specifically declared and valued.

# Section D

## Liabilities

### What is covered:

This Policy insures **You** for all sums which **You** become legally liable to pay (up to a maximum limit shown in Policy schedule under Section D) in respect of:

- a. Death, bodily injury or the **Personal Effects** to any person getting on, or off, or travelling on the insured **Craft**.
- b. Damage to any other crafts, piers, docks, wharves, jetties or pontoons.
- c. Any **Competent Person** who is navigating or in charge of the insured **Craft** with **Your** permission and is included in the Policy schedule.
- d. **Your** legal costs in settling or defending a claim (with interest on our portion of the judgement which is earned before **We** make payment) together with lawyer's fees and all expenses relating to official enquiries or coroner's inquests, as long as **We** have agreed to do so in writing.

### What is not covered:

- a. Incidents occurring to any person employed by **You** in any capacity or employed by any organisation using the **Craft** with **Your** permission.
- b. Claims arising directly or indirectly under the Employers' Liability Acts or any other Statutory or Common Law Liability relating to Workmen.
- c. Divers, snorkellers, water-skiers and parascenders, parachuting and similar water sports, operating from the insured **Craft** until they are safely back on board the **Craft**.
- d. Liability arising from accidents whilst the **Craft** is being moved or transported.
- e. Claims in respect of fare-paying passengers unless we agree to do so in writing.
- f. Any fines or other penalties.

- g. Any punitive or exemplary damages, however described.
- h. Any liability arising under an agreement or contract which would not have arisen had the agreement or contract not existed.
- i. Anything listed under Section C – ‘What is not covered’ and Section G – ‘General Exclusions’.

### Claims settlement

**Our** liability under this Section shall be subject to a maximum limit of liability shown under Section D of the Policy schedule. **Our** obligation to pay, settle or defend ends when **We** have paid that amount on **Your** behalf. This is the most **We** will pay, regardless of the number of insured persons or boats involved in any one accident or series of accidents arising out of the same event.

### Restricted limits for water-skiing

Whilst water-skiing, aquaplaning or practising any other similar sport in which objects or persons or both are towed, the limits applicable shall be restricted as stated in the Policy schedule under Section D.



# Section E

## Medical Payments

### What is covered:

**We** will pay the reasonable expenses of necessary emergency medical and/or surgical treatment, ambulance, hospital and professional nursing services resulting from an accident to **You** or any person while in, upon boarding or leaving the insured **Craft**, within one year from the date of the accident.

The person seeking medical payments has to provide **Us** with all documentation, bills and reports as requested by **Us** at his/her own expense.

### Claims settlement

**Our** liability in any one accident shall not exceed the amount specified in Section E in the Policy schedule, regardless of the number of persons involved in the accident.

# Section F

## General Conditions

The following conditions apply to **Your** Policy. If **You** do not comply with them and any other particular term and **Endorsement**, **You** may prejudice **Your** claim and **We** may, at **Our** option, cancel the Policy, or refuse to handle **Your** claim or reduce the amount of any claim payment.

a. Making a claim

- If **You** have an accident or loss, **You** might want to claim for under **Your** Policy, **You**
- must contact **Us** as soon as possible.
- Upon discovery inform the police about any theft, attempted theft, fire or vandalism, malicious damage or loss of the insured **Craft** or part of it.
- Do not negotiate, admit or repudiate any claim without **Our** written consent.
- Send all claims, letters, summons or legal documents made against **You** and do not reply to any of these documents without **Our** written consent.
- **You** must supply any reports, certificates, specifications and evidence that **We** may require at **Your** own expense.
- Take all reasonable steps to minimize the loss/es, to recover missing property and to prevent further loss, damage or injury.

b. Changes in circumstances

**You** must tell **Us** immediately of any changes that may affect **Your** insurance. In particular, **You** must tell **Us** if:

- **You** change **Your** address;
- **You** change the insured **Craft** or buy extra and/or different machinery, gear or equipment including **Special Equipment**;
- **You** change the **Laid-Up** location;

## General Conditions

- **You** or anybody living with **You** have been declared bankrupt or prosecuted for or convicted of theft, fraud, dishonesty, arson or any other offence other than a driving offence;
- **You** change the mooring.

### c. **Your** duty of care

**You** must take all reasonable precautions to:

- Maintain the **Craft** and equipment in a proper state of repair and seaworthiness; and
- Safeguard the **Craft** from loss or damage.

### d. Cancellation

**You** may cancel this Policy at any time by writing to **Us**. **You** may be entitled to a refund on a short-period basis of **Your** premium as long as no claim has been lodged during the current **Period of Insurance**. **We** can cancel this Policy by giving **You** fourteen days notice by a recorded delivery letter at the address shown in the latest schedule. If **We** cancel the Policy, **You** may be entitled to a refund for any **Period of Insurance** which **You** have not used.

### e. **Our** right to recover

**We** reserve the right to take action in **Your** name to recover any amount **We** have paid or may pay under **Your** Policy, and also provide **Us** as much assistance as possible to do so. If **You** agreed after a loss to give up **Your** rights to recover damages from any party who may be liable to **You**, this Policy will be considered void and without effect as to such loss. **We** will still have the right to retain or recover the premium.

### f. Transfer of interest

If **You** sell, transfer, mortgage or pledge **Your Craft** or this Policy, cover will cease unless such change is accepted by **Us** in writing.

g. **Laid-Up** location

If **Your Craft** is to be **Laid-Up** for the period shown in the Policy schedule, it:

- Must be in a safe berth for storage ashore,
- Must not be ready for immediate use,
- May not be used for living on board.

## h. Contribution

If any liability, loss or damage is covered by any other insurance who are similarly but not equally liable, **We** will only pay **Our** rateable proportion of the claim.

## i. Payment of loss

If the **Craft** belongs to someone else or it is the subject of a hire purchase agreement or a bill of sale by way of mortgage, payment for the total loss or destruction of the **Craft** will be made to the legal owner as described in the hire purchase agreement or the mortgage described in the bill of sale whose receipt shall be a full and final discharge to **Us**.

## j. Fraud

**You** must not act in a fraudulent manner. If **You** or anyone acting on **Your** behalf make a claim under this Policy knowing the claim to be false or fraudulently inflated, **We** may at **Our** option not pay the claim, or declare the Policy void and may inform the police of the circumstances.

## k. Contract 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.

## l. Maltese Jurisdiction clause

The Insurers' indemnity provided by this Policy, shall apply only to judgements 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.

### m. Arbitration

All differences arising out of the Policy shall be referred to the decision of an arbitrator appointed under current statutory provisions within one month after a written request by **You or Us**. An award must be made by the arbitrator before any court proceedings can be started against **Us**. If **We** refuse liability for a claim and this claim is not referred to arbitration within the period as defined by Legislation, the claim shall be deemed to have been withdrawn and cannot subsequently be revived.

### n. Sanction Limitation and Exclusion Clause

The Company 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 Company 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.

# Section G

## General Exclusions

The following exclusions apply to **Your** Policy. In no case shall this insurance cover loss, damage, injury, liability or expense arising from:

a. Radioactive contamination

**We** will not pay for loss or damage to any property, any resulting loss or expense or any legal liability that is caused by or contributed to, or that arises from:

- Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly.

b. War Risks

**We** will not pay any loss or damage happening through or as a consequence of terrorism, war, invasion, act of foreign enemy hostilities, rebellion, revolution, civil war, insurrection or military or usurped power.

**We** will not pay for any damage or expense caused by strikes, labour disturbances, riots or civil commotion.

c. Sonic Bangs

**We** will not pay any loss or damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

d. Terrorism

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

## General Exclusions

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 organization(s) or government(s), committed for religious, ideological or similar purposes including the influence of any government and/or to put the public, or any section of the public in fear.

This Policy also excludes 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 **We** allege that by reason of this exception, any death, bodily injury or illness is not covered by this insurance the burden of proving the contrary shall be upon **The Insured** person.

- e. Biological, chemical, bio-chemical, electromagnetic weapon and cyber attack
- Any biological, chemical, bio-chemical or electromagnetic weapon;
  - The use or operation, as a means for inflicting harm, of any computer, computer software programme, computer virus or process or any other electronic system.

f. Seepage and Pollution

The costs to clean up any emission spillage or leakage upon or into waters or land of oil, diesel, petroleum products effluent or sewage at an accident site following sinking or accidental discharge.

g. Communicable Disease

- i. This Insurance Policy excludes any loss, damage, liability for, or loss, cost or expense incurred to identify, detect, prevent, clean up, detoxify, remove, eliminate, neutralize, 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 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:

- ii.i. 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
  - ii.ii. 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
  - ii.iii. 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 shall be covered.
- h. Other Exclusions
- Damage caused by wear and tear.
  - Faulty workmanship, design or materials or **Hidden Defects**.
  - Gradual deterioration, marine life, electrolysis, osmosis.
  - Corrosion, rust, dampness, normal wetting.
  - Mechanical or electrical breakdown.
  - Loss or damage due to ice, freezing or extremes of temperature.
  - Damage which existed prior to the effective date of this insurance.
  - Any consequential damages or loss of use.
  - The Policy is void if **Your Craft** is used for any illegal purposes.
  - Any fines or penalties.
  - Any damage, loss or liability deliberately caused by the wrongful acts or wilful misconduct of any insured person.
  - Theft, unless followed by forcible and violent entry.



### i. Use of **Craft**

- **We** do not provide cover while the **Craft** is chartered, rented to others, used to carry persons or property for a fee, or used for other commercial purposes or is on exhibition, unless **We** have agreed to such cover in writing.
- **We** do not provide cover if **Your Craft** is being used by somebody else without Your permission and is not named in the Policy schedule.
- If **Your Craft** is a motorboat or speedboat, **We** will not pay for any loss, damage or liability which occurs while the **Craft** is racing or engaged in speed testing. If **Your Craft** is a sailing yacht, **We** will not pay for loss of or damage to sails, rigging, masts and spars whilst the yacht is racing, unless the loss or damage is caused by the **Craft** being stranded, sunk, on fire or in collision.
- **We** will not pay for loss or damage arising from the yacht being moored or anchored unattended off an exposed beach or shore overnight.

# Section G

## 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:

**The Office of the Arbiter for Financial Services**  
**First Floor**  
**St Calcedonius Street Floriana**  
**FRN 5130 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](mailto: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:  
<https://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

St Bartholomeo Street  
Qormi QRM 2187  
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

### VALLETTA BRANCH

Cassar & Cooper  
54 South Street  
Valletta VLT 1103  
2343 0316

### ŻEBBUĠ BRANCH

Mdina Road  
Żebbuġ ZBG 9017  
2343 0326/7