



# YACHT & PLEASURE CRAFT LIABILITY POLICY

This is your GasamMamo Insurance Limited **Yacht and Pleasure Craft Liability Policy**. It explains in detail your insurance protection. Please read it carefully and keep it in a safe place.

## **THE CONTRACT OF INSURANCE**

In consideration of the payment of the premium as shown in the Schedule attached to this policy the Insurers agree to indemnify the Insured against liability as defined in this contract occurring during the period in the Schedule.

The proposal and all declarations made by the Insured are the basis of and form part of this contract.

Some or all of the information which you supply to the Insurers in connection with this insurance will be held by the Insurers and may be passed to other insurance companies and insurance associations for underwriting and claims handling purposes.

This Policy shall for all effects and purposes be deemed to be a Maltese contract and shall be governed by and according to Maltese Law.

Without prejudice to any arbitration proceedings in Malta under current statutory provision, this Policy shall be subject to the exclusive jurisdiction of the Maltese courts.

We will pay only in respect of judgements, orders or awards that are delivered by or obtained from a court within Malta, or in Arbitration in Malta under current statutory provisions. We will not pay in respect of any judgement, order or award obtained in Malta for the enforcement of a judgement or arbitration award obtained elsewhere or to costs and expenses of litigation recovered by any claimant from you or any other persons entitled to indemnity under this policy which costs and expenses of litigation are not incurred in Malta.

On behalf of GasanMamo Insurance



**Albert P. Mamo**  
**Managing Director**

**GasanMamo Insurance Limited**  
Head Office: Msida Road, Gzira GZR 1405, MALTA

## **DEFINITIONS**

<b>Vessel</b>	Vessel means the hull, her machinery, boat(s), gear and equipment, such as would normally be sold with the vessel.
<b>Scope of Cover</b>	The vessel is covered whilst within the Cruising Limits stated in the Schedule at sea or on inland waters or in ports, in docks, on ways, grid-irons, pontoons, or on the hard or mud, including hauling out and launching with leave to sail or navigate with or without pilots, to go on trial trips and to assist and to tow vessels or craft in distress or as is customary, but it is warranted that the vessel shall not be towed, except as is customary or when in need of assistance, or undertake towage or salvage services under a contract previously arranged.
<b>The Policyholder/You</b>	The person or persons shown on the schedule under 'Name of Insured'.
<b>We/Us/Our/GMI</b>	Gasamamo Insurance Limited

## **SECTION 1**

### **LIABILITIES TO THIRD PARTIES (INCLUDING PASSENGERS)**

<b>Cover</b>	<p>This policy covers</p> <ol style="list-style-type: none"><li>1. claims made by third parties for which the Insured shall by reason of his interest in the vessel become legally liable to pay and shall pay for<ol style="list-style-type: none"><li>(a) death of or bodily injury to persons other than passengers or loss of or damage to property including damage to piers, docks, wharves and jetties and/or cost of any attempted or actual raising, removal or destruction of the wreck of the vessel or any neglect or failure to raise, remove or destroy the wreck.</li><li>(b) death of or bodily injury to passengers or loss of or damage to their property whilst travelling upon the vessel or embarking thereon or disembarking therefrom,</li></ol>up to a limit of liability stated in the Schedule in respect of any one accident or series of accidents arising out of the same event but unlimited in the aggregate.</li><li>2. the expenses incurred by the Insured, by reason of his interest in the vessel, in connection with Official Enquiries and Coroner's Inquests,</li><li>3. law costs incurred, with the consent in writing of the Insurers, in defending any action or contesting liability.</li></ol>
<b>Navigation by Other Persons</b>	<p>The provisions of this Section shall extend to any person aged 18 or over other than a person operating, or employed by the operator of a shipyard, repair yard, slipway, yacht club, sales agency or similar organisation, navigating or in charge of the vessel with the permission of the Insured named in this policy and who whilst so navigating or in charge of the vessel shall in consequence of any occurrence enumerated in this Section become liable to pay and shall pay any sum or sums by way of damages to any person or persons, other than to the Insured named in this policy; but indemnity under this clause shall inure to the benefit of the Insured, and only to a person navigating or in charge of the vessel as described above at the written request of and through the agency of the Insured.</p> <p>This extension shall be subject to the limitations of Insurer's liabilities imposed by this Section and to all other terms and conditions and warranties of this policy.</p>

## **SECTION 2**

### **POLICY EXCLUSIONS**

#### **Exclusions**

This policy does not cover any liability of whatsoever nature directly and/or indirectly caused by or contributed to by or arising from:

1. (a) capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this clause shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this clause "power" includes any authority maintaining naval, military or air forces in association with a power.  
  
(b) the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or piracy,
2. strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions,
3. (a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel  
  
(b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
4. Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

The Insurers shall not be liable for:

1. claims in respect of any property belonging to the Insured or the Insured's employees or members of the Insured's household or under the custody or control of any such persons,
2. claims howsoever arising in respect of accidents to or illness of workmen or any other persons employed in any capacity whatsoever by the Insured or by any person to whom the protection of this policy is afforded in on or about or in connection with the vessel or any work or repair thereto,
3. claims in respect of accidents involving a trailer except when intentionally uncoupled from the towing vehicle,
4. claims in respect of accidents arising whilst the vessel is in transit (excluding loading and unloading) by mechanically propelled road vehicle, ship or aircraft,
5. claims in respect of water skiers operating with the vessel,
6. claims in respect of fare-paying passengers.

7. loss, damage, cost or expense and any legal liability of whatsoever nature directly or indirectly 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 loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the 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 any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense and any legal liability of whatsoever nature 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 the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## **SECTION 3**

### **OTHER PROVISIONS**

- Assignment** 1. No assignment of or interest in this policy or in any monies which may be or become payable thereunder is to be binding on or recognised by the Insurers unless a dated notice of such assignment or interest signed by the Insured and (in the case of subsequent assignment) by the assignor be endorsed on this policy and the policy with such endorsement be produced before payment of any claim or return of premium thereunder. But nothing in this clause to have effect as an agreement by the Insurers to a sale or transfer.
- Continuation** 2. Should the vessel at the expiration of this policy be at sea or in distress or at a port or place of refuge or of call, she shall, provided prompt notice be given to the Insurers, be held covered at a premium to be arranged until anchored or moored at her next port of call in good safety.
- Sisterships** 3. Should the vessel come into collision with or receive salvage services from another vessel belonging wholly or in part to the Insured, or under the same management, the Insured shall have the same rights under this policy as he would have were the other vessel entirely the property of Owners not interested in the vessel; but in such cases the liability for the collision shall be referred to a sole arbitrator to be agreed upon between the Insurers and the Insured.
- Cancellation** 4. This policy may be cancelled by
- (a) the Insurers sending thirty days notice by recorded delivery letter to the last known address of the Insured who shall be entitled to a pro-rata daily return of premium calculated on the premium charged for the in commission and/or laying up periods
  - (b) the Insured who shall be entitled to a return of premium at the Insurers short period rates for the period the policy has been in force.

## **SECTION 4**

### **CONDITIONS AND WARRANTIES**

- Omission and Mis-Statement** 1. If this policy or any renewal thereof has been obtained through omission to declare any circumstances known to the Insured or which he might reasonably be expected to know which might influence the Insurers' assessment or acceptance of the risk or the policy or renewal has been obtained by mis-statement by the insured or by anyone acting on the Insured's behalf or if in any statement or declaration made in support of any claim there shall be any untruth or suppression, then this policy and any renewal thereof is null and void, and the premium paid in respect thereof shall be retained by the Insurers and all benefits hereunder and all rights to recover for past or future liability shall be absolutely forfeited.
- Cruising Limits** 2. Warranted cruising within the limits stated in the Schedule or, provided previous notice be given to the Insurers, held covered on terms to be arranged.
- Speed** 3. Warranted that the maximum designed speed of the vessel, or the parent vessel in the case of a vessel with boat(s) does not exceed 17 knots. Where the Insurers have agreed to delete this warranty, the conditions of the Speedboat Clause (Endorsement No. 2) shall also apply
- Use of Vessel** 4. Warranted to be used solely for private pleasure purposes and not to be let out on hire or charter unless specially agreed by the Insurers
- Condition of Vessel** 5. Warranted that the Insured shall take all reasonable steps to maintain the vessel in a proper state of repair and seaworthiness
- Moorings** 6. Warranted that the insured vessel must be retained on a permanent freely revolving mooring whilst not in use unless the Insurers prior consent to an alternative mooring has been obtained. The vessel must be attached to the permanent mooring by chain and/or polypropylene of adequate length and circumference directly from a recognised secure part of the hull and all shackle pins and the like should be wired securely. It is further warranted that claims arising whilst the vessel is attached to its permanent mooring must be supported by written evidence from an independent surveyor that the moorings are of the correct weight and attachment to the sea bed and have been examined within a period of two years preceding the accident and been found to be in good condition.
- Surveys** 7. Warranted that the Insured shall present to Insurers an independent out-of-the-water survey report on all vessels over ten years old and thereafter at intervals as requested by the Insurers. All expenses incurred in complying with this warranty shall be borne in full by the Insured.

## **SECTION 5**

### **CLAIMS AND ACCIDENTS – GENERAL CONDITIONS**

#### **Notification of Claims**

1. In the event of any occurrence which may give rise to a claim under this policy notice must be given to the Insurers as soon as practicable. If the vessel is abroad such notice must be given to the nearest Lloyd's Agent.
2. Full information of the occurrence must be given in writing as soon as possible thereafter with names and addresses of witnesses and any third party claimants.
3. The Insured must send to the Insurers as soon as possible and unanswered, all claims letters, summonses, writs or documents which he receives from third parties and to give to the Insurers whatever assistance and information they may require.

#### **Admissions to Third Parties**

4. No liability of any sort shall be admitted and not undertaking given nor may any offer promise or payment be made or legal expenses incurred by the Insured without the written consent of the Insurers, who shall be entitled, if they so desire, to take over and conduct in the name of the Insured the defence of any action.

#### **Other Insurances**

5. In the event of any claim arising which is also recoverable under any other insurance, the Insurers shall not be liable for more than their rateable proportion of such claim.

#### **Litigation**

6. Any dispute arising under this Policy between the Insurers and the Insured shall be decided according the Maltese Law and exclusively by the Maltese Courts.

## **SECTION 6**

### **CLAUSES**

The following clauses apply only if they are specifically incorporated by reference number in the schedule.

**Clause A.**

**Excess Clause**

The Insured shall bear the first loss up to the amount specified in the Schedule in respect of each and every property claim or number of claims arising out of the same event.

**Clause B.**

**Speedboat Clause**

The Speed Warranty (Warranty No. 3) is hereby deemed to be deleted.

No claim shall be allowed in respect of:

- (a) liability arising while the vessel is participating in racing or speed tests, or any trials in connection therewith
- (b) any liability to or incurred by any person engaged in water skiing, aquaplaning or similar sport, whilst being towed by the vessel or preparing to be towed or after being towed until safety on board the vessel
- (c) any liability to or incurred by any person engaged in kiting or other airborne sport, whilst being towed by vessel or preparing to be towed or after being towed until safely on board the vessel.

**Clause C.**

**Liability to and of Water Skiers**

Including liability incurred to and by water skiers operating with the vessel up to the amount specified in the Schedule. For the purposes of this extension water skiers shall have the same protection in respect of their liability as if they were persons using the vessel with the Owner's permission

Section 2 exclusion 1 (e) and Section (b) of the Speedboat Clause are hereby deemed to be deleted.

**Clause D.**

**Punitive and Exemplary Damages**

The cover granted by this Policy shall exclude claims for Punitive and Exemplary Damages.

## **COMPMANTS PROCEDURE**

As a valued customer *you* are right to expect fairness and a swift and courteous service at all times.

*We* recognise that sometimes *you* may be dissatisfied with our service. To help *us* improve *we* would appreciate your honesty in telling *us* about your experience of our service – your feedback will make the difference.

### ***What You Should Do***

- Step 1 Please speak to your usual insurance advisor or your GasanMamo Insurance Ltd contact.
- Step 2 If *you* remain dissatisfied or *you* feel your complaint remains unsolved please write to the Managing Director, GasanMamo Insurance Ltd, Msida Road, Gzira GZR 1405 giving *us* your policy or claim number in any correspondence.
- Step 3 If, after making a complaint to *us*, *you* are still unhappy and feel the matter has not been resolved to your satisfaction *you* may wish to contact the Consumer Complaints Manager, Malta Financial Services Authority, Notabile Road, Attard, BKR 3000.

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

### ***Telephone Monitoring***

For our joint protection, telephone calls may be recorded and/or monitored.

## **PROTECTION & COMPENSATION FUND REGULATIONS 2003**

Under the Protection and Compensation Fund Regulations 2003, should the company be unable to meet all the liabilities to policyholders, compensation may be available. Further information may be obtained by visiting the Malta Financial Services Authority website [www.mfsa.com.mt](http://www.mfsa.com.mt)