

**YACHT & MOTORBOAT  
INSURANCE POLICY**



**Gasamamo**  
INSURANCE

we're always there

# Yacht & Motorboat Insurance Policy

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This is your GasanMamo Insurance Limited **Yacht & Motorboat Insurance Policy**. It explains in detail your insurance protection. Please read it carefully and keep it in a safe place.

# The Contract of Insurance

The Yacht & Motor Boat Policy is a contract between GasanMamo Insurance Limited and **you, the policyholder**, and is formed by your proposal and this Policy document.

On the basis of disclosures and the declaration made by **you** in your proposal and, subject to the terms of the Policy and any **endorsements** to it, GasanMamo Insurance Limited will insure **you** against any legal liability, loss or damage, which may occur during **the period of insurance** for which **we** have accepted your premium.

**On behalf of GasanMamo Insurance Ltd.**

A handwritten signature in black ink, appearing to read 'Julian J. Mamo', enclosed within a hand-drawn oval.

**Julian J. Mamo**  
**Managing Director**

**GasanMamo Insurance Limited**  
Head Office: Msida Road, Gzira GZR1405, Malta

# Definitions

The words set out below will, whenever they appear in bold in this policy, have the following meanings:

1. **Anti-theft device**

A device sold and marketed as a secure method of preventing theft.

2. **Competent person**

A person who has the experience and knowledge to drive and handle a **vessel** like the insured **vessel** 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 the law of any country having the jurisdiction over the waters in which the insured **vessel** is being used.

3. **Constructive total loss**

A constructive total loss arises where the **vessel** is beyond economic repair, where the costs would exceed the amount shown in **the schedule** as the insured value of the **vessel**.

4. **Cruising range**

The limits referred to in **the schedule** of the policy.

**You** may travel outside **our** cruising range if **you** are forced to by:

- The weather;
- Any form of danger;
- An order of a government or legal authority.

5. **Endorsement**

A variation to the terms of the policy.

6. **Excess**

The monetary amount **you** are bound to pay of each and every claim.

7. **Houseboat**

A **vessel** which is permanently on moorings, not underway, or navigating. Used by **the policyholder** or any person with **the policyholder's** permission for living on board.

8. **Hull**

The shell of the boat, deck, fixtures and fittings on deck or below deck that are not normally removable and would be normally sold with the boat. This includes miscellaneous equipment, safety equipment installed or carried in accordance with statutory requirements and any other equipment intended for the use on or with the boat including items such as:

- anchors;
- oars or paddles;
- detachable canopies;
- boat and motor covers;
- bilge pumps;
- life-saving equipment including life jackets and life rafts;
- auto pilot;
- depth sounders;
- electronic navigation equipment;

- GPS (global positioning system);
- EPIRB (Emergency Position Indicating Radio Beacon);
- two way radios;
- fixed audio and visual equipment.

**9. Immediate family**

Your mother, father, sister, brother, wife, husband, your partner who lives with **you**, daughter or son.

**10. In-Commission**

The period when the **vessel** may be used in navigation for the purpose stated on **the schedule** subject to any restrictions noted in **the schedule**. **You** are insured whilst your **vessel** is on land and on water and including whilst being lifted into or out of the water but not during any major refit or repair.

**11. Laid-up**

The period (if any) noted in **the schedule** when the **vessel** must not be used for any purpose except for dismantling, preparing for fitting out or customary overhauling and servicing. The **vessel** must be laid-up at the place noted in **the schedule**.

The **vessel** is not covered whilst undergoing major repairs or alterations unless specifically agreed by **us**.

**12. Latent defects**

A defect that is not discoverable by the exercise of reasonable care.

**13. Loss of limbs**

Loss by physical severance at or above the wrist or ankle or the total permanent and permanent loss of use of an entire hand, arm, foot or leg.

**14. Loss of sight**

Complete and irrecoverable loss of sight.

**15. Malta**

The Territorial Waters of the Maltese Islands.

**16. Machinery**

Includes the main or auxiliary engines, electrical equipment, cables and fittings and hydraulic equipment, piping and fitting, boilers and shafts.

**17. Market value**

The current replacement cost of your **vessel** taking into account your **vessel's** age, condition, **machinery**, gear and equipment.

**18. Permanent total disablement**

Permanent and total disablement from engaging in or attending to any form of profession or occupation.

**19. Personal effects**

Items not forming part of the **vessel**, being:

- items of clothing including caps, hats, shoes and towels;
- waterproof gear;
- bags;
- coolers;
- kitchen accessories;
- wallets or purses excluding cash and credit cards;
- toiletries;
- keys or pens.

**20. Skipper**

Skipper means either **the policyholder** or any person nominated by **the policyholder** to be in control of the **vessel** whilst underway. A skipper must have suitable experience to handle the **vessel** for its declared use and shall disclose to the Company details of any accidents or loss in the last five years in connection with any **vessel** used or owned and must also be in possession of any necessary permits and/or licenses required by the law of any country having the jurisdiction over the waters in which the insured **vessel** is being used.

**21. Speedboat**

Any boat that is designed to travel at more than 17 Knots or 20mph.

**22. Sum insured**

The value as shown in your most recent schedule.

**23. The period of insurance**

Any period for which **we** have accepted your first or renewal premium.

**24. The policyholder/you**

The person or persons shown on **the schedule** under 'Name of Insured'.

**25. The schedule**

Details of **the policyholder**, the **vessel**, use and **cruising range** insured. The schedule forms part of the policy.

**26. Total loss**

A loss where the **vessel** or any item separately insured is completely destroyed or irretrievably lost.

**27. Vessel**

The vessel shown in **the schedule** including:

- **Hull**;
- Its motors, including fuel tanks;
- Its equipment and accessories;
- Its sails, masts, spars, standing and running rigging.

**28. Warranty**

A warranty applying to the policy stipulates the existence of particular facts or circumstances. If any warranty is not complied with there is no cover.

**29. We/us/our**

Gasamamo Insurance Limited.

# Section 1 - Loss or damage to the vessel

This policy covers the **vessel** and equipment as described in **the schedule** against loss or damage caused by the following:

## Special Exclusions / Conditions (see also Conditions and Exclusions applying to Section 1 and also General Exclusions)

Loss or damage to the **vessel**, equipment and accessories as described in **the schedule** caused by external accidental means including but not limited to:

<b>a) Theft</b>	<ul style="list-style-type: none"><li>• Warranted that if trailers are not placed in a locked premises, they must be securely immobilized by an <b>anti-theft device</b> to the towing vehicle or to a fixed and immovable object;</li><li>• Warranted that, outboard motors are securely locked to the <b>vessel</b> by an <b>anti-theft device</b> in addition to the normal method of attachment, or the loss or damage follows forcible entry to the <b>vessel</b> or place of storage. This applies to outboard motors of 9.9hp or less;</li><li>• Warranted loss or damage to gear, equipment, <b>machinery, personal effects</b> follows forcible entry to the <b>vessel</b> or place of storage;</li><li>• Excluding loss or damage to the insured <b>vessel</b> whilst the trailer on which the insured <b>vessel</b> is being transported is unhitched from the towing vehicle unless the trailer is secured by a wheel clamp;</li><li>• No theft cover shall apply for outboard motors unless the serial number is provided to the Company and is noted in <b>the schedule</b>;</li><li>• When not in use, portable items must be stored in a securely locked compartment and violence or force must be used to break into such place of storage.</li></ul>
<b>b) Stress of Weather</b>	No special exclusions (but see General Exclusions).
<b>c) Stranding or Sinking</b>	No special exclusions (but see General Exclusions).
<b>d) Collision or Contact</b>	No special exclusions (but see General Exclusions).
<b>e) Fire or Lightning</b>	No special exclusions (but see General Exclusions).
<b>f) Explosion</b>	No special exclusions (but see General Exclusions).
<b>g) Bursting of Boilers</b>	No special exclusions (but see General Exclusions).

h) <b>Propeller fouling – Loss or damage to the rudder, propeller, strut, shaft, inboard and / or outboard motors, electrical machinery or batteries, and their connections, caused directly or indirectly by the vessel striking or fouling a submerged or partially submerged object including but not limited to ropes, plastic bags and / or other debris.</b>	Subject to a €120 <b>excess</b> in addition to the total <b>excess</b> stated in <b>the schedule</b> .  If the maximum designed speed of the <b>vessel</b> exceeds 17 knots, the maximum amount payable is limited to €3,500 for each engine, for each and every claim.  This limitation will not apply if the vessel is designed to include sleeping facilities.
i) <b>Malicious acts or Vandalism</b>	No special exclusions (but see General Exclusions).
j) <b>Accidents in Loading or Unloading</b>	<b>We</b> do not insure any liability to third parties during this time.
k) <b>Transit by Road or Ferry within Malta</b>	<b>We</b> do not insure any liability to third parties during this time.
l) <b>Loss or damage to outboard motors through dropping off or falling overboard</b>	No cover is applicable if the serial number is not provided to the Company and such is noted in <b>the schedule</b> .
m) <b>Loss or damage to oars and sculls, wet suits, water skis and tow ropes</b>	Provided the loss or damage follows an accident to the <b>vessel</b> or theft by forcible entry to the <b>vessel</b> or place of storage.
n) <b>Theft of fishing equipment, diving equipment and marine sports equipment</b>	Provided the loss or damage follows forcible entry to the <b>vessel</b> or place of storage and subject to a limit of €1,000 for each and every loss. No cover applies in respect of inflatable equipment.
o) <b>Any other loss or damage to the vessel and equipment as described in the schedule caused by external accidental means</b>	Any loss or damage specifically excluded elsewhere in the policy.



## **Basis of Settlement and Conditions applying to Section 1 - Loss or Damage to the Vessel including Additional Benefits**

1. When an insured item is lost or damaged, **we** will:

Repair or replace the item involved or pay **you** for the repairs or replacement. **We** shall base **our** settlement on the reasonable cost of repairing or reinstating the lost or damaged part of the insured **vessel** to a condition similar to but not better than that which existed when the relevant part was new.

This is subject to the following:

- The cost of repairs or reinstatement of the lost or damaged part does not render the **vessel** a **constructive total loss** in which case **we** will pay the **sum insured** or the **market value** at the time of the loss or damage whichever is the lower amount;
  - The maximum amount payable for any item listed separately in **the schedule** will be the **sum insured** on such item as noted in **the schedule**;
  - Deductions for depreciation on the cost of new items replacing old may be made by **us** in the case of sails, spars, standing and running rigging, outboard and inboard motors, trailers, **personal effects** and protective covers.
2. If the insured item is not repaired or reinstated **we** will pay **you** for the reasonable cost of repairing or replacing the damaged or lost item to a condition similar to, but not better than, the condition before the loss, taking into consideration deductions to reflect depreciation, the age and condition of the insured **vessel**.
  3. If the **vessel** is a **total loss** or a **constructive total loss**, **we** will pay **you** the **sum insured** or the **market value** at the time of the loss or damage whichever is the lower amount.
  4. If payment is made for damage that is unrepaired and the **vessel** is subsequently a **total loss**, the amount of the original payment will be deducted from any settlement figure.
  5. An adjustment will also be made, where applicable, in the settlement of your claim, if the total **sum insured** is too low at the time of the loss or damage. The **sum insured** must reflect the **market value** of the **vessel** and any sums paid by **us** will be limited to the same proportion that the **sum insured** bears to the **market value** of the **vessel** at the time of the loss or damage.
  6. **We** will not be liable to pay more than the **sum insured** in **the schedule** for any one accident or theft. This includes a series of accidents resulting from any one event.
  7. Whilst in transit the insured **vessel** must be:
    - Carried on a trailer fit for the purpose and towed by a suitable vehicle; or
    - Fitted on a purpose built cradle and carried by a professional haulier.
  8. The **excess** as listed in **the schedule** will be deducted from any claim payment.

## **Exclusions Applying to Section 1- Loss or Damage to the vessel (including the Additional Benefits below)**

This policy does not insure:

1. Loss or damage caused by wear and tear, corrosion, loss of value because of use or age or following a repair, depreciation, deterioration or damage caused by vermin, insects or fungus.
2. The cost of replacing or repairing any part due to a **latent defect**, faulty design or construction.
3. The cost of making-good any defect in repairs or alterations instructed by **the policyholder**, which result from either negligence or breach of contract.
4. Scratching, denting or bruising arising whilst in transit.
5. Loss or damage to motors, electrical **machinery**, batteries and their connections caused by:
  - a) frost;
  - b) **latent defects**;
  - c) mechanical and/or electrical breakdown, short circuiting or derangement.
6. Loss or damage to:
  - a) moorings and nets;
  - b) aqualungs, gas bottles and compressors or any other form of diving equipment except in respect of cover given under section 1(n);
  - c) jewellery, cash, cash cards, credit cards, travellers' cheques;
  - d) portable radio, portable TV, MP3 players, compact disc players, mobile phones, portable tablets;
  - e) food and beverage items.
7. Loss or damage to sails, masts, spars and attached fittings, standing and running rigging whilst racing.
8. The **excess** as stated in your Schedule.

# Additional Benefits

## Sighting Costs

**We** will pay for the cost of inspecting the underwater part of the **hull** of the insured **vessel** after a stranding even if there is no damage up to a limit of €2,500.

## Fire Extinguishing Appliances and Safety Flares

**We** will pay for the cost of replenishing fire fighting appliances and safety flares following a fire on board the insured **vessel** up to a limit of €250.

## Emergency and Salvage Charges

This policy also covers all expenses reasonably and necessarily incurred, up to the **sum insured**, in the safeguarding and/or recovery of the **vessel** where the expenses are designed to minimise a loss covered by the policy. The maximum amount payable, including any payments made under section 1, will not exceed the total **sum insured**.

## Legal Costs

**We** will be responsible for all Legal Costs **you** have incurred with the written consent of GasanMamo Insurance Limited.

## Travelling expenses

**We** will pay the reasonable traveling cost for **you**, your **immediate family** and any guests on your **vessel**, to travel back to **Malta** following your **vessel** being damaged by an insured peril during use in foreign territorial waters. Cover will only apply if your **vessel** will not be capable of proceeding safely with its journey back to **Malta**. A limit of €1,000 for each and every period of insurance shall apply.

This section will not apply if your **vessel** is being chartered out to third parties.

## Replacement of Passport Costs

This **policy** also covers the cost of replacing a passport belonging to **you** and/or your **immediate family** and / or your guests, travelling with **you**, that is lost or destroyed whilst **you** are on the **vessel** and it is in use, up to a limit of €150.

## Section 2 – Liabilities

This policy insures **you** for all sums **you** become legally liable to pay by reason of your interest in the **vessel** for accidents happening on and about your **vessel**, including:

1. Death or bodily injury to any one during embarking, disembarking or whilst on board the **vessel**.
2. Damage to any other **vessel** or property including piers, docks, wharves or jetties.
3. Attempted or actual removal or destruction of the wreck of the **vessel**, or any neglect or failure to raise, remove or destroy the **vessel**.

This cover extends to include any **competent person** navigating or in charge of the **vessel** with your permission, other than a person operating or employed by the operator of a shipyard, repair yard, slipway, yacht club, marina, sales agency or similar organisation.

The limit under this section is €600,000 and applies to each incident arising out of the same event occurring during **the period of insurance**.

### Exclusions applying to Section 2 – Liabilities

This policy does not cover:

1. Incidents occurring to anyone employed by **you** in any capacity or employed by anyone using the **vessel** with your permission.
2. Claims arising directly or indirectly under the Employers' Liability Acts or any other Statutory or Common Law Liability relating to Workmen.
3. Liability to or incurred by any one engaged in diving or other underwater sport including whilst disembarking or boarding until safely on board the **vessel**.
4. Liability arising from accidents whilst the **vessel** is being moved or transported.
5. 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 such persons.
6. Claims in respect of fare-paying passengers.
7. Liability to or incurred by anyone engaged in water skiing, aqua planning, ski-kiting, paragliding or any similar activity which involves being towed or preparing to be towed by the **vessel** until safely on board the **vessel** unless special Clause A is shown on your policy schedule.

# Section 3 – Personal Accident

## Applicable only if the policy is issued in the name of an individual

This policy will insure **you** and your **immediate family** against bodily injury or death caused by violent, accidental, external and visible means sustained during **the period of insurance** whilst embarking, disembarking or whilst on board the **vessel**.

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### Benefits applicable (Age limits 16 to 70 inclusive)

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1.	Death	€12,000 per person
2.	Loss of one or more limbs or sight in one or both eyes	€12,000 per person
3.	<b>Permanent TOTAL disablement</b> after 104 weeks except when compensation is paid under item 2 above	€12,000 per person

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### Special Conditions applying to Section 3 – Personal Accident

1. Death or disablement must occur within one year of injury.
2. This section is not applicable to any person under 16 or over 70 years of age at the date of accident.
3. Compensation will not be payable under more than one of the above items in respect of the same accident for either person.
4. The maximum amount payable under this section during **the period of insurance** is limited to €24,000.

### Medical Expenses

In addition to the above, **we** will refund up to €600 for any medical expenses paid if **you** and/or your **immediate family** are injured in an accident involving the **vessel**.

### Exclusions applying to Section 3 – Personal Accident

This policy does not insure death or disablement caused by or resulting from:

1. Suicide or attempted suicide, or wilful exposure to danger (except in an attempt to save human life).
2. The influence of intoxicating liquor or drugs (other than drugs taken under medical supervision and not for the treatment of drug addiction).

# General Terms

## Excess

**You** will be responsible for payment of the amount shown in **the schedule** for each claim except where there is a **total loss** of the **vessel**.

The **excess** does not apply to Section 2 of the policy.

## No Claim Bonus

**We** will reduce your renewal premium if no claim arises under this policy during **the period of insurance**, as follows:

- 10% after one year;
- 15% after two consecutive years;
- 20% after three consecutive years;
- 25% after four or more consecutive years.

Following a claim, the no claim bonus shown in your schedule will be lost and your renewal premium changed to reflect the increased premium. If a claim is made in respect of **personal effects**, tenders and tender outboards, the no claim bonus will not be affected.

# Special Clauses

These clauses are only applicable if shown on the policy schedule:

## Clause A Liability of Water Skiers Clause

This policy is extended to cover liability to and incurred by any one engaged in water skiing or aqua-planning, whilst being towed or preparing to be towed and whilst on board the **vessel**.

## Clause B Permission to Charter Clause

This policy is extended to cover the **vessel** on charter and the Charterers will be covered for the same risks as **the policyholder**.

This covers the **vessel** for private pleasure purposes only and does not include any cover whatsoever if the Charterers fail to comply with the terms of the Charter Agreement.

## Clause C Racing Risk Extension Clause

This policy is extended to cover the Insured **vessel** whilst participating in racing, or speed tests, or any connected trials.

Cover includes but is not limited to loss or damage to sails, masts, spars and attached fittings, standing and running rigging for which the amount payable is limited to two-thirds of the actual cost of repair or replacement, without deduction of the **excess** amount, but no more than two-thirds of the value specified in **the schedule**.

# General Exclusions

Unless specifically agreed by **endorsement**, this policy does not insure:

1. Claims arising whilst the **vessel** is:
  - a) let out on hire or charter; or
  - b) used for demonstration purposes; or
  - c) used as a **houseboat**; or
  - d) used for any use other than private pleasure purposes.
2. Tenders/dinghies with a maximum designed speed in excess of 17 knots (20 mph).
3. Tenders/dinghies unless permanently marked with the name of the **vessel**.
4. Any liability accepted by agreement or contract unless that liability would have existed otherwise.
5. Anyone who fails to fulfil the policy terms and conditions.
6. Loss or damage caused by:
  - a) war, civil war, hostilities, revolution, rebellion, insurrection, civil strife, piracy;
  - b) strikers, locked out workmen or persons taking part in labour disturbances or riots or any form of civil commotion, or acting from a political motive.
7. Claims of whatever nature directly or indirectly caused by:
  - a) ionizing radiations 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 or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
  - c) any weapons of war employing atomic or nuclear fusion and/or fusion or other like reaction or radioactive force of matter.
8. Claims arising during the period from 16th September to the 30th April inclusive unless, as described in **the schedule**, the **vessel** is:
  - a) **laid-up** ashore; or
  - b) **laid-up** afloat at a location notified to and agreed by **us**; or
  - c) berthed after each use at a location notified to and agreed by **us**.

9. 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 exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

10. Fines or penalties or any Punitive or Exemplary Damages.
11. Any liability, accident, injury, loss or damage caused:
- a) by the use of the **vessel** as a weapon with the intent to cause loss, damage or injury to any person;
  - b) by wilful misconduct, malicious acts or with malicious intent and failure to exercise due diligence;
  - c) if driven by any person, if at the time of driving the driver is under the influence of intoxicating liquor or drugs (other than drugs taken under medical supervision and not for the treatment of drug addiction).
12. Loss, damage, liability or expense arising from or in any way connected whether directly or indirectly, with:
- a) the actual or anticipated failure or inability of any computer or electronic device or component or system or software or embedded programming, whether or not belonging to or in the possession of the direct Insured:
    - i. correctly and unambiguously to assign any date to the correct day, week, year or century;
    - ii. correctly to recognize sequence or compute any date which is or is intended to be beyond 31 December 1998;
    - iii. to continue to operate as it would have done had its current date, the true date and any other date relevant to any function being carried out by it been prior to 1 January 1999.
  - b) the use of any arbitrary, ambiguous or incompletely defined date or date-like code in any data, software or embedded programming;
  - c) any measures taken whether preventative, remedial or otherwise with the intention of averting or minimizing any of the above.

Notwithstanding (a) and (b) above, this policy shall be extended to include:

- i. loss or damage arising from physical loss of or physical damage to tangible property;
- ii. liability for actual or alleged bodily injury;
- iii. liability for physical loss of or physical damage to tangible property owned by another person and resulting loss of use of such physically lost or physically damaged property;

provided that such loss, damage or liability above is within the terms, conditions and exclusions of the policy.



For the purposes of this exclusion, tangible property shall not include:

- any data or embedded programming however stored or conveyed;
- any computer or electronic device or component or system or software, other than where such property forms part of an insured cargo or ship's **machinery**, which is in any way connected whether directly or indirectly with loss or damage claimed or from which such loss or damage arises.

This endorsement shall not include loss, damage, liability or expense arising from any policy solely designed to cover losses arising from any matter referred to in (a), (b) and (c) above.

13. Loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.

Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.

14. Sanction Limitation & Exclusion: **We** shall not be liable to pay any claim or pay any benefit hereunder 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, the United Kingdom or the United States of America, or any of its states.

15. Absolutely all Communicable Disease Loss.

"Communicable Disease Loss" shall mean all loss, damage, liability, or expense of whatsoever nature, proximately caused by or significantly caused by or contributed to by or resulting from or arising out of or in connection with any of the Excluded Circumstances, those Circumstances being

- a) a Communicable Disease, and/or
- b) the fear or threat, whether actual or perceived, of a Communicable Disease, and/or
- c) any recommendation, decision or measure, made or taken to restrict, prevent, reduce or slow the spread of infection of a Communicable Disease or to remove or minimise legal liability in respect of such a disease, whether made or taken by a public authority or a private entity and/or
- d) any recommendation, decision or measure made or taken to alter, reverse or remove any circumstance falling within (c) above, whether made or taken by a public authority or a private entity

regardless of any other cause or circumstance contributing concurrently or in any other sequence thereto.

"Communicable Disease" shall mean any disease, known or unknown, which can be transmitted by means of any substance or agent from one organism to another where:

- a) the substance or agent includes but is not limited to a virus, bacterium, parasite or other organism or any variation or mutation of any of the foregoing, whether deemed living or not, and
- b) the method of transmission, whether direct or indirect, includes but is not limited to human touch or contact, airborne transmission, bodily fluid transmission, transmission to or from or via any solid object or surface or liquid or gas and
- c) the disease, substance or agent may, acting alone or in conjunction with other co-morbidities, conditions, genetic susceptibilities, or with the human immune system, cause death, illness or bodily harm or temporarily or permanently impair human physical or mental health or adversely affect the value of or safe use of property of any kind.

# General Conditions

1. **The policyholder** will take all reasonable precautions to:
  - a) maintain the **vessel** and equipment in a proper state of repair and seaworthiness; and
  - b) safeguard it from loss or damage.
2. All gas appliances and associated equipment must be fitted by experienced persons to at least the specifications held by the British Standards Institution.
3. **You** must inform GasanMamo Insurance Limited in writing as soon as possible after any loss, damage or incident.

**You** must also inform **us** if **you** are aware of any writ, summons or impending prosecution. Every communication relating to a claim must be sent to **us** without delay. **You**, or any person acting for **you**, must not negotiate, admit or repudiate any claim without **our** written consent.

**You** must inform the police of all incidents of theft, attempted theft or vandalism or loss, destruction, damage or injury caused by malicious persons.
4. If, at the time of any incident which results in a claim under this policy, there is other insurance covering the same liability, loss or damage, GasanMamo Insurance Limited will pay only its share of the claim. This condition does not apply to the Personal Accident section.
5. **You** may cancel the policy by giving **us** written notification, in which case **you** may be entitled to a return of premium provided that no claim has been made during the current period of insurance. **We** may cancel this policy by sending seven days notice by Recorded Delivery Letter to your last known address. A proportionate part of your premium may then be returned to **you**.

**We** also reserve the right to cancel this policy forthwith in the event of non-payment of the premium.
6. No interest or transfer of interest or assignment of this policy will be recognised by **us** unless such interest or assignment of interest is agreed and endorsed on the policy. If the **vessel** is sold or transferred to new ownership or, where the **vessel** is owned by a company and there is a change in the controlling interest of the company, this policy will be cancelled from the date of the sale, transfer or change.
7. To the best of your knowledge and belief, the answers given on your proposal are correct and **you** did not then omit to disclose any relevant facts, nor on a renewal of a policy omit to disclose any new or altered relevant facts. This policy shall be null and void in the event of misrepresentation or nondisclosure of any material fact and any rights to recover under the policy shall be forfeited.
8. It is **warranted** that:
  - a) when the **vessel** is under way **the policyholder**, the **skipper** or other **competent person(s)** will be on board and in control of the **vessel**.
  - b) If the maximum designed speed of the **vessel** exceeds 17 knots (20mph) and is fitted with inboard **machinery**, there is no cover for fire or explosion unless the **vessel** is equipped with fire extinguishing appliances to at least the following minimum requirements, properly installed and maintained in efficient working order:
    - i. automatically operated fire extinguishers, or having remote controls from the steering position, in the engine area and, where design allows, in the tank space;
    - ii. manually operated fire extinguishers and a fire blanket in the galley area.
  - c) there is no cover under this policy:
    - i. for claims occurring as a result of the **vessel** being stranded, sunk, swamped, immersed or breaking adrift whilst left afloat unmanned off an exposed beach or shore;
    - ii. for claims occurring whilst the **vessel** is participating in racing or speed tests, or any connected trials;
    - iii. for liability to or incurred by any one engaged in water skiing or aqua-planing, whilst being towed by the **vessel** or preparing to be towed until safely on board the **vessel**;
    - iv. for liability to or incurred by any one engaged in ski-kiting, paragliding, parachute skiing or similar activity, whilst being towed by the **vessel** or preparing to be towed until safely on board the **vessel**.

# Jurisdiction Clause

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 judgments, 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 judgment, order or award obtained in **Malta** for the enforcement of a judgment 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**.

## **Extended Jurisdiction Clause**

Applicable only if the cruising limits on policy schedule are extended outside the Maltese Territorial Waters.

In respect of the cover provided under 'Section 2 – Liabilities' this Policy shall be extended to include the jurisdiction of the courts where the accident occurs provided that the country of the court having such jurisdiction is included in the cruising limits set out in the policy schedule and does not include the USA and Canada.

When the claim relates to accidents between Maltese domiciles, **we** will pay only in respect of judgments, 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 judgment, order or award obtained in **Malta** for the enforcement of a judgment 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**.

# Complaints 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 all the difference.

## **What Should You 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 GZR1405 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 have the right to refer the matter to the Office of the Arbiter for Financial Services, First Floor, St Calcedonius Square, Floriana FRN 5130 or email on [complaint.info@financialarbiter.org.mt](mailto:complaint.info@financialarbiter.org.mt).

## **Your Right to Legal Action**

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

Under the Protection and Compensation Fund Regulations, should the Company be unable to meet all its 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)

# Guide to Making a Claim

## Own Damage

- Take immediate action to safeguard and protect property from further damage or deterioration (this would certainly include taking first aid action in respect of any **machinery** or electrical items);
- Enlist help (professional if necessary) if immediately required to safeguard/ protect **vessel** and equipment. Try to agree a realistic charge or fee if a tow is required before acceptance;
- Retain and look after all broken/torn/damaged items for inspection.

## Damaged by Third Party

- Obtain details of boat type/class/number/name/ and any witnesses' details in addition to name and address, of helm and boat owner;
- Road Accidents – Obtain details of driver and insurer and any witnesses, or call the Police to the scene;
- If possible write down all the details and draw a sketch of the site.

## Damage to Third Parties

- If a Third Party wishes to hold **you** liable for damage (alleged to be your fault) provide them with your Insurer's details, your name, policy number, boat type/class and boat name/number;
- Do not make any admission of liability and do not make any offer of payment;
- It is not obligatory to disclose that **you** are insured (as with motor insurance). If **you** receive a claim from another party (the Third Party), acknowledge the correspondence and pass it to **us** immediately.

## Theft/Vandalism

- Any theft or malicious damage should be reported to the Police promptly;
- Keep a note of the Police Report Number;
- **We** will also need the serial numbers of any engines, tenders etc.



**Head Office:**

Msida Road, Gżira GZR 1405, Malta  
Tel: 2134 5123 Fax: 2134 5377  
[insurance@gasamamo.com](mailto:insurance@gasamamo.com) [gasamamo.com](http://gasamamo.com)

**Branches:**

B'Kara • Mellieħa • Mosta • Mriehel • Paola • Hal Qormi • Rabat • Tas-Sliema • Valletta

GasamMamo Insurance is authorised under the Insurance Business Act and Regulated by the MFSA

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