



MAPFRE Middlesea p.l.c.
Middle Sea House
Floriana - Malta

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Website: <http://www.mapfre.com.mt>

BOAT INSURANCE POLICY

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

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

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



JAVIER MORENO GONZALEZ
PRESIDENT &
CHIEF EXECUTIVE OFFICER



OLIVIA DARMANIN
CHIEF OFFICER - TECHNICAL

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DEFINITIONS

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

Anti-theft device is a device marketed and sold as a secure method of preventing theft.

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

Competent Person means a person who has the experience and knowledge to drive the **Boat** noted in the **Schedule**. A **Competent Person** must be in possession of all the necessary permits and/or licences required by the law of any countries having jurisdiction over the waters in which the **Boat** noted in the **Schedule** is navigated.

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

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

Houseboat is when the **Boat** is not used for navigation but for the habitation of the owner or any other person as their home.

In Commission Period represents that period as shown in the **Schedule** when the **Boat** is fitted out and ready for use.

Laid Up Period/Location represents that period shown in the **Schedule** when the **Boat** is not fitted out and ready for immediate use. The **boat** must be stored in its **Laid Up Location** as defined in the **Schedule** and is not used for any purpose other than fitting out or customary overhauling (including hauling out and lifting by crane).

Limited Navigation represents that period stated in the **Schedule** under the heading **Limited Navigation Period** during which cover will be subject to **Warranty No. 4** in this Policy.

Loss of Limb means physical, permanent and total loss of use at or above the wrist or ankle.

Loss of Sight means complete, irrevocable and irremediable loss of sight or one or both eyes.

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

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

Market value means the value at the time of **loss** of a **Boat** of the same type and of the same age and condition as the insured **Boat** being equipped with the same machinery, gear and equipment. You are obliged to revise the **total sum insured** (and any part of it) shown in the **Schedule** at the market value throughout the currency of this **policy**.

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

Permanent Total Disablement shall mean a disability which permanently, completely and continuously prevents the insured person from attending to business or occupation of any and every kind and which having lasted twelve consecutive months of the insured person's lifetime is at the end of that period beyond hope of improvement.

Personal Accident means accidental bodily injury caused solely and directly by outward violent and visible means.

Personal Items are items of clothing and articles of a personal or nautical nature likely to be worn, used or carried and generally kept temporarily on board the **Boat** and not normally sold along with the **Boat**.

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

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

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

Sum Insured/Total Sum Insured is the amount shown in the **Schedule** that represents the value of **your Boat** as declared by **you**.

Total Loss implies that the **Boat** is irretrievably lost or destroyed. A **constructive total loss** is where the cost of replacement, repair and/or recovery of the **Boat** exceeds the **Sum insured** of the **Boat**.

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

You or **Your** or **Yours** or **Yourself** mean the Insured described in the **Schedule** and any other **Competent person** who is navigating or in charge of the **Boat** with **Your** permission.

SECTION 1 – ACCIDENTAL DAMAGE TO YOUR BOAT

*This section is only applicable when the **Total Sum Insured** is shown on the **policy schedule***

We will pay for:

1. Accidental **loss or damage** directly caused by a sudden or unforeseen accident to your **Boat** that takes place whilst navigating within the **Navigational Limits**, whilst it is ashore, in its place of storage or afloat, in commission, laid up out of commission, being lifted, hauled out or launched, all in accordance with the terms, conditions, exceptions and limitations of this **Policy**.
2. Accidental **loss or damage**:
 - a. to motors, electrical machinery and equipment, batteries and their connections resulting from sudden accidental seepage of water into the **Boat**, directly caused by an identifiable and unexpected occurrence
 - b. arising from the **Boat** striking an underwater or floating object;
 - c. to **personal items** (subject to the Limit stated in the **Schedule**) that do not form part of the **Boat's** inventory while used in connection with the **Boat** and whilst in transit between **your** home and the **Boat**;
 - d. to the **Boat** whilst in transit by road or ferry anywhere in **Malta**, including loading and unloading;
 - e. to the **Boat** caused by a governmental authority whilst trying to prevent or mitigate a pollution hazard resulting directly from **loss or damage to your Boat**.
3. The reasonable costs incurred:
 - a. including salvage charges, in preventing and minimizing a loss covered by this **Policy**,
 - b. for inspecting the **Boat** following grounding, even if no damage is found.

We will not cover or pay for:

- i. **loss** of use or enjoyment of the **Boat**;
- ii. **loss or damage** directly caused by wear and tear, corrosion, depreciation, gradual deterioration, damp, mould, mildew, marine life, vermin, moth electrolysis, osmosis or like or similar conditions;
- iii. **loss or damage** to consumable stores;
- iv. **loss or damage** to the **Boat's** moorings;
- v. sails and protective covers split by the wind or blown away while set unless following damage to the spars to which the sails are bent following the **Boat** being stranded or coming into collision with any external object other than water;

- vi. **loss** of or damage to mechanical, electrical or electronic machinery and batteries and their connections caused by latent defects, faulty design and/or construction and/or maintenance and/or repair and/or electrical, electronic or mechanical breakdown, failure or derangement;
- vii. the cost of replacing, repairing or renewing a faulty part, faulty design, faulty construction, maintenance or repairs or defective materials;
- viii. **loss or damage** to tenders unless permanently marked with the name of the parent **Boat**;
- ix. theft of outboard motors being of 25HP or under attached to the **Boat** or its tender(s) unless it is securely locked by an **anti-theft device**;
- x. theft of fixed gear and equipment from the exterior of the **Boat** unless violence or force are used;
- xi. theft of the trailer and any insured items attached to it whilst unattended unless the trailer has been securely locked to a fixed and immovable object or a locked vehicle with an **anti-theft** device in addition to its normal method of storage unless its theft occurred from the place of storage following a violent and/or forcible means of entry or exit therefrom;
- xii. a reduction in the **Boat's** market value following repair or loss of value, warranty coverage or rating;
- xiii. **loss or damage** to electrical equipment unless directly caused by a sudden and identifiable, unintended and unexpected occurrence at a specific time and place during the period of insurance;
- xiv. gradual seepage or incursion of water into the **Boat** as a result of the **Boat** not being watertight;
- xv. **loss or damage** resulting from water gradually escaping or seeping from any fixed appliance or pipe;
- xvi. **loss or damage** to **personal items** and effects unless the **Boat** has a lockable storage and violence or force have been used to break into such place of storage;
- xvii. theft of **personal items** and effects from an unattended motor vehicle unless the vehicle was securely locked and the **personal items** and effects hidden from view;
- xviii. **loss or damage** to computer equipment or computer software, mobile phones, jewellery, furs, photographic equipment, works of art and spectacles;
- xix. breakage of items of a fragile nature;
- xx. **loss** of money, travellers cheques, credit or debit cards;
- xxi. **loss or damage** to water skis, water toys, fishing, diving and sports equipment whilst in use;
- xxii. scratching, denting, bruising and chafing whilst the **Boat** is in transit.

CONDITIONS applicable to this Section

1. Cover for fire and explosion is provided by this **Policy** as long as the **Boat** is equipped with fire extinguishing appliances or apparatus that meet the following minimum standards:
 - a. if the **Boat** is fitted with an outboard motor(s) above 25hp or with an inboard motor(s) the minimum standard is one manual fire extinguisher;
 - b. if the **Boat** has a galley area the minimum standard is extended to include a fire blanket;
 - c. if the **Boat** is fitted with an inboard motor(s) and its maximum designed speed is 17 knots or more the minimum standard is extended to include an adequate fire extinguishing system automatically operated or having controls at the steering position and situated in the engine room or engine space and (where allowable by the design of the **Boat**) in the tank space.

All this equipment must be properly and professionally installed and maintained in an efficient working order.

2. While it is in transit the **Boat** must be:
 - a. carried on a trailer fit for the purpose intended and towed by a suitable vehicle; or
 - b. fitted in a purpose-built cradle and carried by a professional haulier.
3. **We** will pay the reasonable cost of repair for **loss or damage** less the applicable **excess** as shown in the **Schedule**. In the event of a **Total Loss** or **Constructive Total Loss**, **we** will pay the **Market Value** of the **Boat** but not more than the **Total Sum Insured** noted in the **Schedule** or provide a replacement **Boat** of a similar age, size and type. Reasonable replacement or repair is to be considered sufficient even if the appearance and condition of the **Boat** is not the same as prior to the **loss or damage**.
4. In no case will **we** pay for unrepaired damage in the eventuality of a subsequent **Total Loss or Constructive Total Loss**.
5. Deductions for betterment on the cost of new items replacing old may be made by us
6. If the **total sum insured** (or any part of it) is less than the **market value**, any sum paid by us will be limited to the same proportion as the above-mentioned sum insured bears to the market value of the **Boat** at the time of incident leading to a claim.

SECTION 2 – LIABILITY TO OTHERS

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

1. to compensate other people if someone dies or is injured or their property is lost or is damaged,

This cover is being provided to **you** and to any **Competent Person** who is in control of the **Boat** with **your** permission.

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

These limits are inclusive of legal costs and any other expenses covered by this Section.

Extended Jurisdiction Clause

Applicable if **Navigational limits** noted in the **Schedule** are extended outside Maltese territorial waters

In respect of the cover provided under this Section, **we** will pay only in respect of judgements, orders or awards that are delivered by or obtained from a court or in arbitration within the European Economic Area (EEA) or a country bordering the Mediterranean Sea. **We** will not pay for any judgements, orders or awards delivered by or obtained from a court in any other country.

Furthermore, **we** will not pay in respect of any judgement, order or award obtained in the EEA or a country bordering the Mediterranean Sea, for the enforcement of a judgement or arbitration award obtained in any other country, or to costs and expenses of litigation recovered by any claimant from **you** or any other persons entitled to indemnity under this **policy** which costs and expenses of litigation are not incurred in the EEA or a country bordering the Mediterranean Sea.

We will not cover or pay for:

- i. liabilities whilst the **Boat** is in transit by road or ferry within Malta;
- ii. liabilities assumed under contract, incurred solely by an agreement entered into by **you**,
- iii. death, injury or illness to any employee whether employed by **you** or by anyone in control of the **Boat**
- iv. death, injury illness or accidents to persons contracted by **you**, in any capacity whatsoever, in connection with the **Boat**;
- v. liability to passengers or crew engaged in any underwater sport or activity, from the time of leaving the **Boat** until safely within or on the **Boat**;
- vi. any activity which takes place in the air involving persons being pulled by the **Boat** and/or tender(s);
- vii. liabilities resulting from any accident whilst the **Boat** is in the care, custody or control of any business, trade, profession or organisation;
- viii. any activity involving persons being pulled by the **Boat** and/or tender(s) unless **you** have written agreement from **us**;
- ix. liabilities as a result of the **Boat** being stranded, sunk, swamped or breaking adrift whilst unattended except on a recognised mooring.

SECTION 3 - ADDITIONAL COVER

ONLY OPERATIVE IF IT IS MARKED WITH A YES IN THE SCHEDULE

1. Water Skiers Extension

Subject otherwise to the terms and conditions of this **policy we** will cover **loss or damage** and **your** legal liabilities to and of water skiers being pulled by the **Boat**.

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

2. Racing Risk Extension

Subject otherwise to the terms and conditions of this **policy we** will cover **loss or damage** and **your** legal liabilities whilst the **Boat** is **racing**. (This is only applicable to sailing boats).

For the purpose of this extension General exclusion vii. is deemed to be deleted and of no effect whatsoever

3. Chartering Extension

Subject otherwise to the terms and conditions of this **policy We** will cover **loss or damage** and the legal liabilities of the Charterers as if they were **yours**.

For the purpose of this extension General exclusion vi. is deemed to be deleted and of no effect whatsoever.

4. Machinery Breakdown Extension

Subject otherwise to the terms and conditions of this **policy We** will cover **loss or damage** to the **Boat** by the sudden and unexpected failure of mechanical, electrical or electronic machinery and batteries and their connections caused by latent defects, faulty design and/or construction and/or maintenance and/or repair and/or electrical, electronic or mechanical breakdown, failure or derangement. However **we** will not cover the cost of repairing or replacing any part or parts found to be latently defective.

This extension only applies on boat/machinery engines which are not older than 6 years.

SECTION 4 - PERSONAL ACCIDENT

THIS WILL ONLY APPLY IF SECTION 1 – ACCIDENTAL DAMAGE TO YOUR BOAT IS OPERATIVE

We will cover **you** and other persons aboard the **Boat** (including whilst embarking or disembarking) with **your** permission against **personal accidents** that within 12 months of the event are the sole and independent cause of subsequent death or **permanent total disablement**.

Benefits: As shown in the **Schedule** (not applicable to persons under 16 or over 70 of age).

We will not cover or pay for:

- i. a disease, physical defect, illness or injury which existed prior to the accident;
- ii. consequential loss of any kind;
- iii. pregnancy;
- iv. suicide, deliberate self-injury or wilful exposure to needless risk;
- v. being under the influence of drink, drugs or solvent abuse;
- vi. death or disablement to any person employed by **you** in any capacity whatsoever;
- vii. death or disablement to any person whilst the **Boat** is being used for purposes other than private and pleasure.

CONDITIONS applicable to this Section

1. In the event of a claim under this Section of the **Policy** no payment will be made without appropriate medical certification which **you** must submit together with any information, evidence or receipts that **we** ask for. These must be obtained at **your** expense.
2. Where necessary, the claimant must agree to a medical examination for which **we** will pay the cost.
3. No claim will be payable to any one person under more than one benefit in respect of any one accident.

GENERAL EXCLUSIONS

THESE GENERAL EXCLUSIONS APPLY TO ALL SECTIONS OF THE POLICY

We will not cover or pay for:

- i. the **excess** or **excesses** shown in the **Schedule** except in the event of a **Total Loss**
- ii. costs, expenses or fees for preparing any **claim you** make under this **Policy**;
- iii. **loss or damage** caused by:
 - a. war, invasion, civil war, conflict or commotion, terrorism;
 - b. strikers, locked-out workmen, persons taking part in labour disturbances, riots or any form of civil commotion;
- iv. claims of whatsoever nature arising out of:
 - a. the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system
 - b. pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
 - c. any chemical, biological, bio-chemical or electromagnetic weapon;
 - d. ionising radiation, radioactivity, nuclear fuel, nuclear waste or nuclear equipment;
 - e. malicious computer codes and the failure of a computer chip or computer software to recognise a true calendar date;
- v. **loss or damage** or any liabilities occurring outside the period of insurance or when the **Boat** is operating outside the **Navigational Limits** shown in the **Schedule**, unless **you** have a written agreement from **us**;
- vi. **loss or damage** or any liabilities arising from hire, charter, reward or any other commercial activity, unless **you** have a written agreement from **us**;
- vii. **loss or damage** or any liabilities arising whilst the **Boat** is **racing** unless **you** have a written agreement from **us**;
- viii. fines, penalties, punitive or exemplary damages of whatsoever nature;
- ix. **loss or damage** or any liabilities arising whilst the **Boat** is being used or navigated single-handedly for a period exceeding 24 hours;
- x. **loss or damage** or any liabilities arising as a result of **your** failure to maintain the **Boat** in a seaworthy condition or to exercise due diligence;
- xi. **loss or damage** as a result of or liabilities for seepage, pollution or contamination unless directly caused by a sudden identifiable, unintended and unexpected incident occurring entirely at a specific time and place during the period of insurance;
- xii. **loss or damage** or liability resulting from deception by **you** or caused by **your** malicious act or that of any one using the **Boat** with **your** permission;
- xiii. liabilities as a result of the **Boat** undertaking towage or salvage services under a pre-arranged contract; however the **Boat** may assist or tow **Boats** in distress;

- xiv. **loss or damage** or liability whilst the **Boat** is being used for illegal purposes;
- xv. **loss or damage** or liability whilst the **Boat** is permanently used as a **houseboat** or whilst it is being used for demonstration purposes or whilst the **Boat** is used for any other purpose other than for private and pleasure purposes unless **you** have a written agreement from **us**
- xvi. any claim arising out of confiscation, expropriation, requisition or pre-emption
- xvii. 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 that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, or any of its states.
- xviii. Loss or damage or liabilities as a result of wilful misconduct or acts of recklessness by **you** or other persons in control of the **Boat** including, but not limited to, conduct when under the influence of alcohol or drugs;

WARRANTIES ONLY OPERATIVE IF MARKED WITH A YES IN THE SCHEDULE

1. **Speed Warranty:**

It is warranted that the speed of **Boat** shall not exceed 10 knots within any harbour or within 300 meters from any part of the foreshore.

2. **Garaging Warranty:**

It is warranted that the **Boat** shall not be left unattended at sea or on mooring overnight but stored in a garage, locked space or in a supervised or commercial yacht yard, each and every time when not in use.

3. **Single Engine Boat Warranty:**

It is warranted that whenever a single engine **Boat** is navigating outside Maltese Territorial Waters it shall:

- a. be accompanied by another boat powerful enough to tow the **Boat** to a port of safety in event of engine failure;
- b. have on board a VHF radio installed or other similar means of communication and that such equipment are checked to be in proper working order prior to departure.

4. **Jet Skis Warranty:**

It is warranted that whilst navigating jet skis, the use of life jackets is compulsory.

5. **Limited Navigation Warranty:**

It is warranted that the **Boat** shall:

- a. only navigate during daylight hours and that it returns to a safe port or its lay-up berth or place of storage before sunset unless navigation is limited to 300 metres from shoreline;
- b. not navigate more than 20 nautical miles away from its lay-up berth or place of storage or a safe port;
- c. not navigate if prior to departure the Meteorological Offices forecasts a wind speed in excess of Force 4 on the Beaufort Scale or in the case of sailing boats with a length exceeding 7.62 metres, a wind speed in excess of Force 6 on the Beaufort Scale.

GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

1. **We** will provide cover under this **Policy** only if the material information **you** gave **us** when applying for insurance or when making a claim is true as far as **you** know. To be covered by this **Policy**, **you** must keep to the terms, conditions, warranties and **Endorsement(s)** of this **Policy**.
2. This **Policy** is non-transferable and should the **Boat** be sold or transferred to new ownership or there is a change in the interest, this **Policy** will become void and cancelled from the relevant date.
3. **You** must use due care and diligence and ensure that the **Boat** is maintained in a seaworthy condition at all times, in conformity with any applicable safety regulations including those relating to life safety equipment and safeguard it from **loss or damage**. **You** must ensure that the person navigating your **Boat** with **your** permission is a **Competent Person** who complies with the relevant legislation at all times. When navigating the **Boat** should not carry more passengers and crew than the number permitted by the relevant authority .
4. When the **Boat** sails beyond 12 miles off the coast of Malta:
 - a. it shall be equipped with an auxiliary engine powerful enough to carry the insured craft to a port of safety
 - b. it shall have on board a VHF radio installed or other similar means of communication either of which must be checked to be in proper working order prior to departure.
5. All gas installations and appliances shall conform to approved safety standards.
6. As soon as **you** become aware of an event or cause that may lead to a claim under this **Policy**, **you** or **your** legal representatives must:
 - a. tell **us** immediately and provide **us** at **your** own expense with all the information and help **we** need;
 - b. immediately upon discovery inform the police about any theft, attempted theft, fire or vandalism, malicious damage or loss of the **Boat** or any part of it;
 - c. take all reasonable steps to minimize losses, to recover missing property and to prevent further loss, damage or injury;
 - d. forward **us** immediately and unanswered any writ, summons or other legal document served on **you** or **your** family in connection with any claim or legal liability arising from injury or damage;
 - e. not discuss, admit, reject or negotiate on any claim with anyone else without **our** written permission.
7. Following the settlement of any claim, any salvage becomes our property. **You** must not however abandon property to **us** but await **our** instructions as to its disposal.
8. Where fraud (including exaggeration) is detected, claims will not be paid and **we** may refer the matter to the police for criminal prosecution. The **Policy** may not only be rendered invalid but **we** may also take other action consistent with **our** legal rights.
9. **We** may take over and conduct in **your** name with complete and exclusive control, the defense or settlement of any claim.

10. **We** may at our expense and for **our** own benefit start legal action in **your** name to recover compensation from others in respect of any amount paid or payable under this **Policy**.
11. For any claim or series of claims arising from one event involving legal liability covered by this **Policy**, **we** may either pay up to the limit shown in the **Schedule** less any amounts previously paid or any lower amount for which **we** can settle **your** claim. Once **we** have made the payment, **we** will have no further liability for **your** claim.
12. If any loss, damage or liability which **you** are claiming for under this **Policy** is covered by any other insurance, **we** will pay only **our** proportionate share of that claim.
13. **You** may cancel this **Policy** at any time during its term. Any refund of premium will be worked out from the date **we** receive **your** cancellation instructions. Provided no claim or loss has arisen in the current period of insurance, **we** will return part of the premium calculated on **our** cancellation rates for the unexpired period of insurance.
14. **We** may cancel this **Policy** by sending **you** a registered letter giving you 7 days' notice to **your** last known address. **We** will refund the appropriate proportion of **your** premium worked out on a pro-rata basis from the date of **our** letter.
15. If **we** disagree about the amount to be paid under this **Policy** (liability being otherwise admitted), **you** and **we** have the right to refer to arbitration. **We** will write to **you** to inform **you** of this option and **you** must then write and tell **us** if **you** want to proceed. An arbitrator will be appointed in accordance with the statutory provisions in force at the time as amended or replaced from time to time. The apportionment of the costs and expenses of the arbitration will be as determined by the arbitrator. The granting of an award is a condition precedent to any right of action against **us**. The right of appeal from any arbitration award shall be according to law.

OUR COMPLAINTS PROCEDURE

We are committed to providing good quality services. **We** recognise that a client may not be satisfied with the service provided. To deal with this we have a complaints procedure. For the sake of clarification, a complaint is broadly defined as being a written expression of dissatisfaction with services that **we** provide or actions we have taken that require a response.

HOW TO COMPLAIN

STEP 1 – CONTACTING US

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

Usually the best person to talk to will be the person who dealt with the matter you are concerned about as they will be in the best position to help you promptly and to put things right. If they are not available or you would prefer to approach someone else, then address the matter to the manager or senior person responsible. We will seek to resolve the problem immediately. If we cannot do this, then we will take a record of the concern and arrange the best way and time for getting back to you. This will normally be within two working days.

STEP 2 – TAKING THE COMPLAINT FURTHER

If **you** are still unhappy the next step is to put the complaint in writing, addressing it to Complaints Officer, MAPFRE Middlesea plc, Middle Sea House, Floriana FRN 1442 or via e-mail on compofficer@middlesea.com. **Your** communication should set out the details, explain what **you** think went wrong and what **you** feel would put things right. If **you** are not happy about writing a letter, **you** can always ask a member of **our Company** to take notes of the complaint which **you** will be then asked to sign. **You** will be provided with a copy for **your** own reference. This record will be passed promptly to the Complaints Officer to deal with.

Once the Complaints Officer receives a written complaint, it shall be fully investigated. The complaint will be acknowledged in writing within five working days of receiving it and the letter will state when you can expect a full response. This should normally be within fifteen working days unless the matter is very complicated such as where other organisations need to be contacted. Where this is the case we will still let you know what action is being taken and will inform you when we expect to provide a full response.

TAKING YOUR COMPLAINT ELSEWHERE

If **you** are still not satisfied with the Complaints Officer's response, **you** can always seek advice elsewhere. **You** may contact:

Office of the Arbiter for Financial Services
N/S in Regional Road,
Msida MSD 1920
Malta
Telephone: 8007 2366 or 21249245
E-mail: complaint.info@financialarbiter.org.mt
Website: www.financialarbiter.org.mt

The Office of the Arbiter will expect that **you** have a final reply to **your** complaint from **us** before approaching them.

MAPFRE Middlesea p.l.c. (C-5553) is authorised by the Malta Financial Services Authority (MFSA) to carry on both Long Term and General Business under the Insurance Business Act. MAPFRE Middlesea p.l.c. is regulated by the MFSA.

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