

## MOTOR VEHICLES INSURANCE POLICY

This **Policy** and **Schedule** together are evidence of the contract between **you** and Middlesea Insurance 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 **Territorial Limits** in accordance with the terms and conditions of this **Policy** for those Sections shown in the **Schedule** as being applicable. **You** should read these documents and check them carefully to ensure they provide **you** with the cover **you** require. It is important that **you** should advise **us** immediately whenever any changes occur that affect what **you** have told **us**.

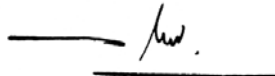
Unless both **you** and **we** agree otherwise, this contract shall be subject to **Maltese** Law and to the exclusive jurisdiction of the **Maltese** Courts.

The version of this contract in the **Maltese** language has been supplied for **your** convenience. This contract shall in no case be interpreted by reference to that version and should there be a conflict of meaning between the English text and the **Maltese** version or any doubt whatsoever the English text shall prevail and be applied to the exclusion of the **Maltese** version. Any **endorsements** to the **Policy** will be issued in the English language only.

## POLZA TA' ASSIGURAZZJONI TA' VETTURI BIL-MUTUR

Din il-**Polza** u l-**Iskeda** mehudin flimkien huma xhieda tal-kuntratt **bejnek** u l-Middlesea Insurance p.l.c. ibbażat fuq l-informazzjoni mogħtija **lilna** u d-dikjarazzjoni magħmula fil-formola tal-proposta. Wara li nirċievu u naċċettaw il-primjum, **aħna** nagħtuk assigurazzjoni fl-ambitu tal-**Limiti Territorjali** skond it-termini u kondizzjonijiet ta' din il-**Polza** għal dawk it-Taqsimiet ta' l-**Iskeda** murija bhala applikabbli. **Int** għandek taqra dawn id-dokumenti u tiċċekkjahom b'attenzjoni biex tiżgura li **jagħtuk** il-kopertura li tehtieg. Hu importanti li **int** tavza **lilna** immedjatament kull meta jsiru xi bidliet li jolqtu dak li **għedt lilna**. Sakemm sew **int** u sew **aħna** ma niftehmx mod iehor, dan il-kuntratt għandu jkun suġġett għal-Ligijiet ta' **Malta** u għall-ġuriżdizzjoni esklussiva tal-Qrati **Maltin**.

Il-verżjoni bil-**Malti** ta' dan il-kuntratt ingħatatlek għall-konvenjenza tiegħek. Dan il-kuntratt b'ebda mod m'għandu jkun interpretat b'referenza għal din il-verżjoni, u jekk ikun hemm konflitt ta' tifsir bejn it-test Ingliz u l-verżjoni bil-**Malti** jew ikun hemm xi dubju, ikun xi jkun, jirbah it-test Ingliz u għandu jkun applikat bl-esklużjoni tal-verżjoni bil-**Malti**. Kull **endorsement** għal ma' din il-**Polza** jinhareg bl-Ingliz biss.



M.C. GRECH  
CHAIRMAN



R.E.D. CHALMERS  
DEPUTY CHAIRMAN

## 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:

“**Accessories**” means a product specifically designed for attachment to **your vehicle** and which is not directly related to how it works as a vehicle.

“**Airside**” means any area where aircraft are normally to be found landing, taking off, manoeuvring or parked.

“**Authorised Driver**” means those persons shown in the **Schedule**.

“**Designated State**” relates specifically to cover under Section 1 of this **Policy** and by **endorsement** to Sections 2 and 3 and is defined in the **Legislation**. This means the European Union (EU) member states, European Economic Area (EEA) member states and Switzerland.

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

“**Excess**” means the first part of any claim which **you** have to pay **yourself**.

“**Foreign Bureau**” means a central organisation set up by motor insurers in any country outside **Malta** for the purpose of giving effect to international arrangements for the insurance of motorists against third party risks and with which the local bureau set up by motor insurers in **Malta** has entered into such an arrangement.

“**Green Card**” means an international certificate of insurance issued on behalf of the **Maltese** local bureau.

“**Injured Person**” means any person entitled to compensation under Section 1 of the **Policy** and the **Legislation** in respect of any loss or injury caused by **your vehicle**.

“**Insurance Cover Provided**” is as shown in the **Schedule**.

“**Legislation**” means the Motor Vehicles (Third Party Risks) Ordinance (Chapter 104 of the Laws of Malta) and any subsidiary legislation made under it in force in **Malta** and as amended or replaced from time to time.

“**Limitations as to Use**” are as shown in the **Schedule** and defined under Section “Limitations as to Use”

“**Limits of Liability**” are as shown in the **Schedule**.

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

“**Market Value**” means the cost of replacing **your vehicle** in **Malta** with one of the same make, model, age and condition as determined by reference to standard trade guides or any other relevant sources or trade practices.

“**Motor Cycle**” includes quadricycle or quad bike.

“**No Claim Discount**” means the discount shown in the **Schedule**.

“**Policy**” means this booklet, the **Schedule**, the effective Certificate of Motor Insurance and any **endorsements** all of which are to be read together.

“**Schedule**” means the document containing details of **you**, **your vehicle**, the **use** to which it can be put, the **insurance cover provided**, who can drive **your vehicle** and any applicable **endorsements**.

“**Territorial Limits**” means **Malta** or another country to which this **Policy** may be extended by **endorsement**. Provided that with regard to cover under Section 1 of this **Policy**, **Territorial Limits** include:

- a) the territory of a **Designated State**, and
- b) the territory of a **Third Country**, but only in respect of any loss or injury caused by **your vehicle** which is suffered by a Maltese national or a national of a **Designated State** during a direct journey between **Malta** and the territory of a **Designated State** or between the territories of two **Designated States** and if there is no **Foreign Bureau** responsible for the territory which is being crossed.

“**Third Country**” means a State other than **Malta** and which is not a **Designated State**.

“**Tool of Trade**” means **your vehicle** and/or the machinery attached to it being used (and not being driven) solely as a tool or an equipment item for working purposes and where any liability at law arising from it being used as such a tool or equipment is not required to be covered by insurance in terms of the **Legislation**.

“**Uninsured losses**” mean those losses that are uninsured under the terms of the **Policy**.

“**We**” or “**us**” or “**our**” mean Middlesea Insurance p.l.c.

“**You**” or “**Your**” or “**Yourself**” mean the Policyholder described in the **Schedule**.

“**Your vehicle**” means the motor vehicle described in the **Schedule** including, in so far as cover under Section 1 is concerned, any trailer, caravan or mechanically disabled vehicle attached to it.

## LIMITATIONS AS TO USE

The **Limitations as to Use** shall have the following meaning:

**Private Vehicle** - Use for social domestic and pleasure purposes and for **your** own business. Excluding use for hire or reward or for tuition, racing, pace making, reliability, trial or speed testing or for any purpose in connection with the Motor Trade.

**Commercial Vehicle** - Use as a goods carrying vehicle in connection with **your** business, for the carriage of passengers (but not for hire or reward) in connection with **your** business and for social domestic and pleasure purposes. Excluding use for hire or reward (except in connection with **your** business) or for racing, pace making, reliability, trial or speed testing or for any purpose in connection with the Motor Trade.

**Motor Cycle** - Use for social domestic and pleasure purposes and for **your** own business. Excluding use for hire or reward or for tuition, racing, pace making, reliability, trial or speed testing or for any purpose in connection with the Motor Trade.

**Vehicle for Hire** - Use for the carriage of passengers or goods in connection with **your** business and for **your** own social domestic and pleasure purposes. Excluding use for racing, pace making, reliability, trial or speed testing.

**Self-Drive Vehicle** - Use for social domestic pleasure and business purposes. Excluding use for racing, pace making, reliability, trial or speed testing or use by any person to whom the vehicle is hired for the carriage of passengers for hire or reward.

**Vehicle Leasing** - Use for social domestic pleasure and business purposes. Excluding use for racing, pace making, reliability, trial or speed testing or use by any person to whom the vehicle is hired for the carriage of passengers for hire or reward.

**Special Type** - Use according to the meaning, terms, conditions and limitations as described in the **Endorsement** attached to the **Policy**.

## SECTION 1 - LIABILITY TO OTHERS

### A) Your own liability

**We** will cover **you** for all sums which **you** may be required to pay by law arising from an accident while driving or using **your vehicle** which causes the death of or bodily injury to any other person or damage to another person's property.

**We** will also cover **you** for **your** liability arising from such accident for emergency treatment payments under the **Legislation**. Any such payment will not affect **your** entitlement to **No Claim Discount**.

### B) Other people's liability

**We** will also cover the following people for all sums which they may be required to pay by law arising from an accident caused by or in connection with the use of **your vehicle** which causes the death of or bodily injury to any other person or damage to another person's property:

- a) any authorised driver,
- b) any passenger travelling in or getting into or out of **your vehicle**,
- c) **your** employer or business partner,
- d) in the event of the death of any person covered under this Section, the legal representatives of such person.

### C) Limits of liability

**We** will pay in respect of each accident up to the limit **(1.1)** shown in the **Schedule** for all claims arising from death or bodily injury and up to the limit **(1.2)** shown in the **Schedule** for all claims arising from damage to property.

Should an accident involve payment under this **Section** to more than one person, these limits shall represent the total amount payable to all persons and **your** liability shall be settled in priority to **you**. These limits are inclusive of legal costs and other expenses covered under Sub-Section D).

### D) Legal costs and other expenses

In the event of an accident covered under the above sub-Sections A) or B), **we** will also at **our** option:

- a) pay legal costs and expenses incurred with **our** prior written consent,
- b) instruct and pay for a lawyer to represent **you** or any other person insured by this **Policy** in any Inquest or Fatal Accident Enquiry,
- c) arrange for and pay, if **we** decide there is a reasonable chance of success, the reasonable cost of legal services to defend **you** or any other person insured by this **Policy** against a charge of manslaughter or causing death by dangerous or reckless driving if the death relating to such charge may be the subject of cover under these sub-Sections.

**What is NOT covered under SECTION 1 (see also GENERAL EXCEPTIONS):**

This **Policy** does not provide cover for:

- i) any person who does not observe and fulfil the terms of this **Policy** in so far as they can apply in compliance with the **Legislation**,
- ii) any person who does not hold a licence to drive **your vehicle** unless such person has held and is not disqualified from holding or obtaining such a licence,
- iii) any person who voluntarily entered **your vehicle** if that person knew that **your vehicle** was used or driven without **your** authorisation,
- iv) loss or damage to any trailer, caravan or mechanically disabled vehicle attached to **your vehicle** or to any property being carried in or on them,
- v) death or injury to the person driving or in charge of **your vehicle** or to any person being carried in or on, or getting into or out of, or getting onto or off, any trailer, caravan or mechanically disabled vehicle attached to **your vehicle**,
- vi) loss or damage to any bridge, weighbridge, viaduct, road or other surface over which **your vehicle** is driven, or anything under the surface caused by the weight or vibration of **your vehicle** or its load,
- vii) loss, damage or liability caused by pollution or contamination as a result of any load seeping from **your vehicle** or any load spilling from or shifting in **your vehicle**,
- viii) liability for death, injury or damage resulting from the use of **your vehicle**, or machinery attached to it, as a **tool of trade**,
- ix) liability for any claim resulting from any goods, including food or drink being prepared, sold or supplied from **your vehicle**,
- x) liability caused or arising beyond the limits of any road in connection with the bringing of a load to **your vehicle** for loading onto it or the taking away of a load from **your vehicle** after unloading from it,
- xi) loss or damage to any property belonging to or held in trust by or in the custody, care or control of any person who is a member of **your** family, the driver or any other person who incurs liability, and whose liability is covered under Section 1 of this **Policy**,
- xii) liability incurred by anyone entitled to protection under the liability section of any other insurance, provided that such protection is not less beneficial to the **injured person** than the protection offered under Section 1 of this **Policy**,
- xiii) more than the amount **(1.3)** shown in the **Schedule** in respect of **Loss of Use** (the hire of a substitute vehicle) for each Third Party claimant in respect of any claim or series of claims arising out of one event.

## SECTION 2 - FIRE AND THEFT DAMAGE TO YOUR VEHICLE

We will cover **you** in the terms of Section 3 of this **Policy** but only so far as concerns loss of or damage to **your vehicle** including its **accessories** and spare parts caused by:

- i) fire, self-ignition, lightning or explosion, or
- ii) theft or attempted theft.

**What is NOT covered under SECTION 2 (see also GENERAL EXCEPTIONS):**

This **Policy** does not provide cover for:

- a) the amount of **excess** shown in the **Schedule**,
- b) loss of use of **your vehicle** when it is damaged or stolen,
- c) loss resulting from deception,
- d) loss or damage to any entertainment equipment attached to or on a **motor cycle**,
- e) depreciation, wear and tear or diminution in value including any loss of value after **your vehicle** has been repaired following an accident,
- f) deliberate damage by any person described in the **Schedule**,
- g) loss arising from **your vehicle** being removed, detained or confiscated as a result of a road traffic or vehicle licensing offence,
- h) theft or attempted theft if **your vehicle** is left unattended or unoccupied if the keys are not removed from **your vehicle**,
- i) loss or damage to **your vehicle** arising from the wrong or contaminated fuel, inappropriate type or grade of fuel being used,
- j) loss or damage while **your vehicle** is being driven by or is in the charge of any person for the purposes of being driven, who is not described in the **Schedule**.

## SECTION 3 - LOSS OF OR DAMAGE TO YOUR VEHICLE

We will cover **you** for loss of or damage to **your vehicle**, including its **accessories** and spare parts, while on it or while in **your** locked private garage.

The maximum amount payable by **us** will be the reasonable **market value** of **your vehicle** at the time of the loss or damage but not exceeding **your** estimate of value as stated in the **Schedule**.

At **our** own option, **we** may repair, reinstate or replace **your vehicle** or any part of it or its **accessories** or spare parts or may pay the amount of loss or damage.

In the event of the cost of repairs to **your vehicle** exceeding its current **market value**, **we** will settle **your** claim by payment of **your vehicle's market value**. In such event **we** may at **our** option take possession and ownership of **your vehicle** and dispose of it and retain its salvage value.

In the event of **you** having purchased **your vehicle** new in **Malta**, and within 12 months it is:

- i) stolen and not recovered, or
- ii) damaged and its repair costs are more than 60% of its current new list price including V.A.T. where appropriate,

**we** will replace **your vehicle** with a new vehicle of the same make, model and specification if immediately available in **Malta**. If a vehicle of the same make, model and specification is not immediately available in **Malta** or if **your vehicle** was not purchased in **Malta**, the most **we** will pay is the reasonable **market value** of **your vehicle** in **Malta** at the time of loss or damage. In such event **we** may at **our** option take possession of **your vehicle** and dispose of it and retain its salvage value. **Your** claim for any lost or damaged part or **accessory** which is no longer obtainable will be limited to the cost shown in the manufacturer's last published price list in **Malta** and the reasonable cost of fitting.

If **we** know **you** are paying for **your vehicle** by hire purchase or under a leasing agreement or by a bill of sale by way of mortgage **we** shall either:

- a) if **we** are paying the cost of replacing **your vehicle**, pay the proceeds of **your** claim to the company from which **you** are buying or leasing **your vehicle** or to the mortgagor described in the bill of sale or if **you** owe less than the proceeds of **your** claim, **we** shall pay **you** the balance,
- or
- b) if **we** replace **your vehicle**, **we** must first have the permission of the company from which **you** are buying or leasing it.

#### What is NOT covered under SECTION 3 (see also GENERAL EXCEPTIONS):

This **Policy** does not provide cover for:

- a) the amount of **excess** shown in the **Schedule**,
- b) loss of use of **your vehicle** when it is damaged or stolen,
- c) loss resulting from deception,
- d) loss or damage to any entertainment equipment attached to or on a **motor cycle**,
- e) depreciation, wear and tear or diminution in value including any loss of value after **your vehicle** has been repaired following an accident,
- f) loss or damage caused by pressure waves from aircraft or other objects in the sky travelling at sonic or supersonic speeds,
- g) deliberate damage by any person described in the **Schedule**,
- h) loss arising from **your vehicle** being removed, detained or confiscated as a result of a road traffic or vehicle licensing offence,
- i) theft or attempted theft if **your vehicle** is left unattended or unoccupied if the keys are not removed from **your vehicle**,
- j) loss or damage to **your vehicle** arising from the wrong or contaminated fuel, inappropriate type or grade of fuel being used,
- k) loss or damage while **your vehicle** is being driven by or is in the charge of any person for the purposes of being driven, who is not described in the **Schedule**,
- l) loss or damage to **motor cycles** arising out of storm, tempest and flood,
- m) mechanical, electrical, electronic or computer failures, breakdowns or breakages,
- n) damage to tyres by punctures, cuts or bursts, or caused by the application of brakes.

## SECTION 4 - EXTENSIONS OF COVER

### A. STANDARD EXTENSIONS APPLICABLE TO ALL SECTIONS OR AS STATED IN THE SCHEDULE

#### 4.1. PERSONAL ACCIDENT

If **you** and/or any of **your** passengers shall sustain bodily injury as a direct result of an accident involving **your vehicle**, **we** will pay to the injured person or to such person's legal representatives one of the benefits described below up to the amounts shown in the **Schedule** providing that:

- i) death or bodily injury occur within 3 months of the accident, and
- ii) such death or injury shall arise as a direct result of the accident, and
- iii) such injured person at the time of the accident is not under 18 nor more than 70 years of age.

#### Benefits:

1. Death or
2. Total and irrecoverable loss of sight in one or both eyes or
3. Total loss by physical severance at or above the wrist or ankle of one or more limbs.

Payment shall be made for only one of the above benefits in respect of each injured person and the total amount **we** shall pay under this Section during any one period of insurance shall not exceed the amount shown in the **Schedule** for each injured person.

If there will be more than two persons injured and the total payments to be made under this extension will exceed the total amount shown in the **Schedule**, payment will be divided proportionally between such injured persons.

**We** will, however, deduct any amount paid under this extension from any payment made under Section 1 to any of **your** passengers in respect of death or bodily injury for which **you** are legally liable.

#### What is NOT covered under this extension (see also GENERAL EXCEPTIONS):

This **Policy** does not provide cover for bodily injury or death:

- a) caused by suicide or any attempted suicide,
- b) while **you** or any **authorised driver** is driving under the influence of alcohol,
- c) as a result of, or which is contributed to by **you** or any **authorised driver** having taken a drug unless taken on proper medical advice and not for the treatment of drug addiction,
- d) if **you** or any of **your** passengers are insured by another policy covering death or bodily injury.
- e) If **your vehicle** is a **motor cycle** or other excluded vehicle.

Any such payment will not affect **your** entitlement to **No Claim Discount**.

#### 4.2. MEDICAL EXPENSES

If **you** or any person in **your vehicle** sustain any bodily injury as a direct result of an accident involving **your vehicle**, **we** will, at **your** request, refund the cost of medical treatment in connection with such injury up to the sum shown in the **Schedule** for each injured person provided cover is not being granted under any other motor insurance policy. Any such payment will not affect **your** entitlement to **No Claim Discount**.

#### 4.3. BREAKAGE OF GLASS

We will cover you for any damage, where the damage is caused by breakage only, to the glass in **your vehicle's** windscreen or windows up to the limit shown in the **Schedule**.

Any such payment will not affect **your** entitlement to **No Claim Discount** if this is the only damage **you** claim.

#### 4.4. ROADSIDE ASSISTANCE FOLLOWING AN ACCIDENT IN MALTA ONLY

We will cover **your vehicle** for roadside assistance within **Malta** if **your vehicle** is disabled following an accident up to the limit shown in the **Schedule**. This cover, however, will not apply if the only disablement to **your vehicle** is caused by mechanical, electrical, electronic or computer failures, breakdowns or breakages or if you have cover under extension 4.12 below. Any payment under this extension will not affect **your** entitlement to **No Claim Discount** if **you** claim for Roadside Assistance only.

#### 4.5. USE BY THE MOTOR, HOTEL OR RESTAURANT TRADE

We will cover **your vehicle** when it is in the hands of a motor trader carrying on the business from a motor trade outlet or premises for service, overhaul or repair or when it is being parked by an employee of a hotel or restaurant vehicle parking service.

In such instances **we** will ignore the limitations about driving and use described in the **Schedule** provided the other terms and conditions of the **Policy** are observed.

### B. STANDARD EXTENSIONS APPLICABLE TO SECTIONS 2 AND 3 ONLY OR AS STATED IN THE SCHEDULE

#### 4.6. LEGAL ASSISTANCE FOR UNINSURED LOSSES

We will cover **you** or any **authorized driver** for legal costs and expenses incurred in the institution and continuation of legal proceedings (as plaintiff) to recover **uninsured losses** or damages relating to **policy excess**, loss of earnings, loss of use, loss of personal belongings, compensation for death or personal injury or property damage as a result of a motor accident involving **your motor vehicle** that is insured by **your policy** up to the limit shown in the **Schedule**.

We will not be under any liability to pay any amounts beyond the limit shown in the **Schedule** whether or not the legal proceedings have been concluded.

Cover under this extension shall only be applicable provided that:

- (1) the motor accident occurs in **Malta** and during the period of insurance
- (2) the legal proceedings will be dealt with by a court or other competent body in **Malta**
- (3) **we** provide the legal expert to act for **you**
- (4) **our** legal experts are satisfied that there is a reasonable prospect of recovery and that prospects of success exist for the duration of the claim
- (5) **we** are reasonably certain that the third party has the means to meet any judgment
- (6) **we** are satisfied that the legal costs and fees are economically proportionate to the amount **you** are claiming
- (7) the dispute is not with **us** or any of **our** Agents or intermediaries.

In the event that such legal fees and expenses or part thereof are awarded in **your** favour **you** will reimburse us with any such amount already paid by **us** under this extension or **we** may deduct these from any payments **we** may be liable to make under any other Section of **your** **policy**

#### 4.7. PERSONAL BELONGINGS

**We** will cover **you** against loss of or damage to personal belongings while in or on **your** **vehicle**. At **your** request, **we** will compensate the owner of the lost or damaged property. **Our** liability shall be limited to the amount shown in the **Schedule** in respect of each occurrence.

**We** shall not be liable under this Section for loss of or damage to:

- a) money, stamps, tickets, credit and debit cards' documents or securities,
- b) goods or samples carried in connection with any trade or business,
- c) property insured under any other policy,
- d) property kept in **your** unattended **vehicle** unless all windows and doors are fully closed and locked and the property is secured in a locked boot or glove compartment,
- e) mobile/cellular telephones or other telephone equipment and portable audio or audio-visual equipment,
- f) personal belongings attached to or on a **motor cycle** covered by this **Policy** except if they are in a locked compartment.

Payment to any person under this Section other than **you** will be made direct to such other person who will be subject to the terms, provisions, exceptions and conditions of this **Policy** in so far as they can apply and whose receipt shall be a full discharge of **our** liability for such other person's loss or damage.

#### 4.8. EMERGENCY OVERNIGHT ACCOMMODATION OUTSIDE MALTA

**We** will pay for emergency overnight accommodation if **you** or any person covered by this **Policy** cannot reach **your** intended destination because **your** **vehicle** cannot be driven due to an incident which occurs outside **Malta** and which is covered under Section 2 or Section 3. The total amount **we** shall pay under this Section for any one incident shall not exceed the limit shown in the **Schedule**.

#### 4.9. ENTERTAINMENT EQUIPMENT

**We** will cover **you** for loss or damage to any entertainment equipment permanently fitted to **your** **vehicle**. The most **we** will pay for the loss of or damage to audio, telephone, visual navigation equipment or visual-entertainment equipment, including televisions, video cassette recorders or players, DVD players and games consoles which are permanently fitted or can only be used in **your** **vehicle** and are locked when your vehicle is left unattended is limited to the amount shown in the **Schedule**.

Payment for such loss or damage will not affect **your** entitlement to **No Claim Discount**.

#### 4.10. LOST KEYS AND LOCKS

If the keys or lock transmitter for **your** **vehicle** are lost or stolen and not recovered, **we** will pay up to the limit shown in the **Schedule** for the cost of replacing them and also, if necessary, the locks of **your** **vehicle** or reprogramming the lost transmitter. Any such payment will not affect **your** entitlement to **No Claim Discount**.

### C. STANDARD EXTENSIONS APPLICABLE TO SECTION 3 ONLY OR AS STATED IN THE SCHEDULE

#### 4.11. COURTESY VEHICLE (PRIVATE VEHICLES ONLY)

**We** will cover **you** for the cost of hiring an alternative vehicle while **your vehicle** is undergoing repairs following an accident covered under **your Policy** for the period as authorised by the inspecting surveyor but not exceeding the amount shown in the **Schedule**. This alternative vehicle is not intended to be an exact replacement for **your vehicle**.

**We** may arrange for a replacement vehicle from a rental company of **our** choice. **We** will not cover any fuel, fares, fines and other fees relating to the replacement vehicle whilst in **your** possession.

#### 4.12. BREAKDOWN SERVICE IN MALTA (PRIVATE VEHICLES ONLY)

**We** will provide cover for breakdown services within **Malta** in accordance with the terms and conditions agreed with **our** provider described in the **Schedule**.

### D. OPTIONAL EXTENSIONS APPLICABLE TO SECTION 3 ONLY OR AS STATED IN THE SCHEDULE

#### 4.13. PROTECTION OF YOUR NO CLAIM DISCOUNT (PRIVATE VEHICLES ONLY)

On payment of an additional premium **we** will not reduce **your No Claim Discount** entitlement shown in the **Schedule** on the renewal of **your** insurance unless **you** make two claims or more (not being claims where the only damage sustained is breakage of glass in the windscreen or windows) during the current period of insurance.

#### 4.14. EARTHQUAKE COVER

On payment of an additional premium, General Exception (f) is deleted.

## SECTION 5 - USE OUTSIDE MALTA

### 5.1. Extension of cover under Section 2 or 3 within the **Designated States**

Without prejudice to Section 1 of this **Policy**, subject to the payment of an additional premium, cover under Section 2 or 3 of this **Policy** is extended for the period specified in the **Schedule** while **your vehicle** is being used outside **Malta** within the **Designated States** and/or is in transit between any ports in countries to which this **Policy** applies provided that such transit is by recognised sea passage of not longer duration under normal conditions than 65 hours.

### 5.2. Extension of cover to countries other than the **Designated States**

Subject to the payment of an additional premium and the issue of a **Green Card** cover under this **Policy** is applicable for the period specified in the **Green Card** in respect of **your vehicle** while it is being used in any country outside **Malta** and the **Designated States** specified (and not deleted) in the **Green Card**, and/or is in transit between any ports in countries to which this **Policy** applies provided that such transit is by recognised sea passage of not longer duration under normal conditions than 65 hours.

## GENERAL EXCEPTIONS

### These General Exceptions Apply to All Sections of the Policy

**We** shall not be liable in respect of:

a) any accident, injury, loss, damage or liability occurring while **your vehicle** insured by this **Policy** is:

- i) used outside the **Territorial Limits** other than in accordance with the provisions of the definition of **Territorial Limits** and of Section 5,
- ii) used for any purpose not permitted by the **Schedule**,
- iii) driven by any person not described in the **Schedule**,
- iv) driven by **you** unless **you** hold a licence to drive **your vehicle** or have held and are not disqualified from holding or obtaining such a licence,
- v) driven with **your** permission by any person who to **your** knowledge does not hold a licence to drive **your vehicle** unless such person has held and is not disqualified from holding or obtaining such a licence,
- vi) driven by any person who at the time of driving is under the influence of alcohol or drugs other than drugs taken on proper medical advice and not for the treatment of drug addiction.

Provided that if by reason of the circumstances mentioned in ii), iii), iv), v) and vi), **we** shall pay any sum in respect of the liability of any person in or towards the discharge of the liability covered under Section 1 of the **Policy** in accordance with the **Legislation**, **we** will have the right to recover any sum so paid by **us** from that person.

b) Any liability accepted under any agreement unless you would have been liable without the agreement.

c) Any loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:

- i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- iv) pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds

d) Any loss damage liability or expense directly or indirectly caused by or contributed to by or arising from Nuclear Energy Risks.

For all purposes of this **Policy**, Nuclear Energy Risks shall mean:

- i) All Property on the site of a nuclear power station, Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.
- ii) All Property, on any site (including but not limited to the sites referred to in (i) above used or having been used for:
  - a) The generation of nuclear energy; or
  - b) The Production, Use or Storage of Nuclear Material
- iii) Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.
- iv) The supply of goods and services to any of the sites, described in (i) to (iii) above, unless such insurances or reinsurances shall exclude the perils of irradiation and contamination by Nuclear Material.

#### Definitions

“Nuclear Material” means:

- i) Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process fission outside a Nuclear Reactor, either alone or in combination with some other material; and
- ii) Radioactive Products or Waste.

“Radioactive Products or Waste” means any radioactive material produced in, or any material made radioactive by exposure to the radiation to the production or utilisation of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural or industrial purpose.

“Nuclear Installation” means:

- i) Any Nuclear Reactor;
- ii) Any factory using nuclear fuel for the production of Nuclear Material, any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel; and
- iii) Any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material

“Nuclear Reactor” means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

“Production, Use or Storage of Nuclear Material” means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

“Property” shall mean all land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all material of whatever description whether fixed or not.

“High Radioactivity Zone or Area” means:

- i) For nuclear power stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store and
  - ii) For non-reactor Nuclear installations, any area where the level of radioactivity requires the provision of a biological shield.
- e) Any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following:
- i) war, invasion, acts of foreign enemy, hostilities or warlike operations (whether war be declared or not)
  - ii) civil war, military rising, insurrection, civil commotion assuming the proportions or amounting to an uprising, rebellion, revolution, military or usurped power, martial law or looting or pillaging in connection therewith
  - iii) confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public authority or any act or condition incident to any of the above

If **we** allege 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 **you**.

- f) Any accident, injury, loss or damage (except under Section 1 and unless shown as applicable in the **Schedule (4.14)** under Sections 2 or 3) arising out of or as a consequence of earthquake, volcanic eruption, subterranean fire or any other such convulsion of nature.
- g) **Airside** use of **your vehicle** unless agreed otherwise by **endorsement**.
- h) Any loss or damage directly caused by or liability arising from:
  - i) the failure of any electronic equipment to correctly recognise, accept, respond to or process any date or part of a date or any data or instruction,
  - ii) the failure of any product, equipment or machinery containing, connected to or operated by means of a data processor chip, except for subsequent loss or subsequent liability covered by this **Policy**.

## GENERAL CONDITIONS APPLYING TO ALL SECTIONS

### These General Conditions Apply to All Sections of the Policy

#### 1. Information given to us

**We** will provide cover under this **Policy** only if the information **you** give **us** when applying for insurance or when making a claim, either by speaking to **us** or in any document, is true as far as **you** know. **You** must ask all persons who are covered by this **Policy** any relevant questions **you** need to obtain this information.

It is a condition of this **Policy** that **you** inform **us** immediately of any changes to **vehicle** details, risk address and authorised drivers. Such changes are required by the **Legislation** to be given to The Motor Insurance Information Centre.

#### 2. Claim

Claim means a claim against **you** or against any person covered by this **Policy** for damages that are required to be covered by the **Legislation**, the Protection and Compensation Fund Regulations or other regulations replacing them or any agreement between insurers regardless of whether **you** or such other person has failed to notify such event to insurers.

#### 3. Claims – your duties

**You** or **your** legal representatives must:

- i) give **us** notice as soon as reasonably possible of any accident, injury, loss or damage and send to **us** every letter or other information in **your** possession without delay, and
- ii) inform **us** immediately **you** become aware of any civil or criminal proceedings, inquest or fatal enquiry in connection with any event for which there may be liability under this **Policy** and send **us** immediately any correspondence or other documents **you** receive, and
- iii) co-operate with **us** fully, providing **us** with such assistance, documents and information as **we** may require.

No admission, offer, promise, repudiation, payment or agreement shall, except with **our** written consent, be made or given by or on behalf of **you** or any person covered under this **Policy**.

**We** shall be entitled to take over and conduct in **your** name or in the name of any person covered under this **Policy** the defence or settlement of any claim or to prosecute in **your** name or in the name of such person, for **our** own benefit, any claim for compensation or damages.

**We** shall have full discretion in the conduct of any proceedings or in the settlement of any claim. **You** and such person must give **us** all the information and assistance **we** may require.

**You** must report theft or vandalism or any other criminal act which may give rise to a claim under this **Policy** immediately to the police and co-operate with **us** in securing the conviction of the offender.

In the event of an accident **your vehicle** must not be left unattended without taking proper precautions to prevent further loss or damage. This includes not driving **your vehicle** if further loss or damage might be caused. Any such additional damage will not be covered by this **Policy**.

If any claim or part of a claim is in any way made fraudulently or falsely, this **Policy** shall become void and any claim under it shall be forfeited.

#### 4. Roadworthiness and reasonable care

**Your vehicle** must be maintained in an efficient and roadworthy condition. **You** and any other person in charge of **your vehicle** must take all reasonable steps to protect it against loss or damage. When **your vehicle** is left unattended, its doors and windows must be fully closed and it must be kept locked with its keys removed. **You** must allow **us** free access to examine **your vehicle** at any reasonable time.

#### 5. Contribution of other insurances

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** share of that claim.

#### 6. Cancellation

**We** may cancel this **Policy** by sending **you** a registered letter giving **you** 7 days' notice to your last known address. The effective Certificate of Motor Insurance remains **our** property and must be returned in accordance with the **Legislation**. **We** will refund the appropriate proportion of **your** premium calculated from the date **we** receive the effective Certificate of Motor Insurance.

**You** may cancel this **Policy** by returning the effective Certificate of Motor Insurance to **us**. Any refund of premium will be calculated from the date **we** receive the effective Certificate of Motor Insurance. Provided no claim or loss has arisen in the current period of insurance, we will return part of the premium after applying our cancellation rates indicated on our website or available on request for the period the policy has been in force.

#### 7. Vehicle sharing and insurance

The acceptance of contributions as part of a vehicle sharing agreement in respect of the carriage of passengers for social or other similar purposes will not be regarded as the carriage of passengers for hire or reward or use of **your vehicle** for hiring provided that:

- a) **your vehicle** is not constructed or adapted to carry more than eight seated passengers (excluding the driver);
- b) the passengers are not being carried in the course of a business involved specifically for the carriage of passengers;
- c) the total contributions received for the journey concerned do not involve an element of profit.

#### 8. Arbitration

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. The arbitration will be carried out in accordance with the Arbitration Act (Chapter 387 of the Laws of Malta) and the Arbitration Rules as may be amended or replaced from time to time. There shall be one arbitrator who shall be appointed by the Malta Arbitration Centre. The arbitration will be conducted in Malta. The award shall be final and binding.

The making of an award is a condition precedent to any right of action against **us**.

**9. Contract of sale**

**We** shall not be liable for any accident loss or damage or liability caused sustained or incurred in connection with **your vehicle** in relation to which **you** have entered into any transaction by way of a contract of sale or purported contract of sale, except in so far as is necessary to comply with the **Legislation**. This applies whether such transaction constitutes a valid contract of sale for **your vehicle** or would have constituted a valid contract of sale but for the failure to comply with the provisions of the Duty of Documents and Transfers Act 1993 and any amendments thereto.

**10. Avoidance of certain terms and right of recovery**

If **we** are obliged by the law of any country to make a payment for which **we** would not otherwise be liable under the **Policy**, **you** or any other person covered under the **Policy** shall repay the amount of such payment to **us**.

**11. Contract clause**

This contract of insurance is a **Maltese** contract and is governed by and according to **Maltese** Law and, except for disputes regarding the amount to be paid under this **Policy** in terms of the clause entitled "Arbitration", subject to the exclusive jurisdiction of the **Maltese** Courts.

**12. Maltese Jurisdiction Clause**

The cover provided by Section 1 of this **Policy** arising from accidents between **Maltese** residents whether occurring in **Malta** or within any permitted territory described in Section 5 of this **Policy** shall apply only to judgments or orders which are delivered by or obtained from a Court within **Malta**. This cover will also not apply to a judgment or order obtained in **Malta** for the enforcement of a judgment obtained elsewhere or to costs and expenses of litigation recovered by any claimant from **you** for costs and expenses of litigation not incurred in **Malta**.

## OUR COMPLAINTS PROCEDURE

### How to complain

Middlesea Insurance p.l.c. is committed to providing good quality services. We recognise however, that clients 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. We distinguish complaints from queries; queries are challenges to specific decisions, in specific circumstances.

### We will deal with your complaint

We do not look on complaints as unwanted. In fact, they may help us to see where our services or procedures might be improved. So do let us know when you feel we have made a mistake or done something which you find unsatisfactory. Even if you do not think your particular concern amounts to a 'complaint' we would still like to know about it. You will help us to improve our service further.

#### Step 1: Contacting us

The first step is to talk to a member of Middlesea Insurance p.l.c. staff or its Agents if your policy has been arranged through them. This can be done informally, either directly or by telephone.

Usually, the best staff member 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 ask for the Manager or Senior Person responsible. We will seek to resolve the problem immediately. If we cannot do this, for example then we will take a record of your concern and arrange the best way and time for getting back to you. This will normally be within two working days.

#### Step 2: Taking your complaint further.

If you are still unhappy, the next step is to put your complaint in writing and address it to the Complaints Officer of Middlesea Insurance p.l.c., setting out the details, explaining 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 staff to take notes of your complaint which you will be asked to sign. You will be provided with a copy for reference. This record will be passed promptly to the Complaints Officer to deal with.

Once the Complaints Officer receives a written complaint, he will arrange for it to be fully investigated. Your complaint will be acknowledged in writing within five working days of receiving it and the letter will say when you can expect a full response. This should normally be within three weeks 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 tell you when we expect to provide you with a full response.

### Taking your complaint outside the organisation.

If you are still not satisfied with the Complaint's Officer's response, you can always seek advice from outside the organisation. You may contact the Complaints Manager at the Malta Financial Services Authority.

## DEFINIZZJONIJIET

Kull fejn **int** tara l-kliem jew frażzjiet li ġejjin, dawn ikollhom it-tifsiriet murija hdejjhom u jidhru b'tipi grassi. Kull kelma jew espressjoni li nġatat tifsira speċifika għandha l-istess tifsira kull fejn tidher sakemm il-kuntest ma jitolb mod ieħor:

“**Aċċessorju/i**” tfisser prodott iddisinjat speċifikatament biex jitwahaħ mal-vettura tiegħek u li m'għandux x'jaqsam direttament ma' kif din taħdem bhala vettura.

“**Zona ta' l-ajru**” tfisser kull zona fejn normalment ikun hemm ajruplani qed jillandjaw, jitolqu, jimmanuvraw jew jiparkjaw.

“**Sewwieq Awtorizzat**” tfisser dawk il-persuni murija fl-**Iskeda**.

“**Stat Desinjat**” għandha x'taqsam speċifikatament għall-kopertura taħt Taqsima 1 ta' din il-**Polza** u b'**endorsement** għal Taqsimiet 2 u 3 u hija definita fil-**Legiżlazzjoni**. Din tfisser l-istati membri ta' l-Unjoni Ewropea (UE), l-istati membri taz-Zona Ekonomika Ewropea (ZEE) u l-Iżvizzera.

“**Endorsement(s)**” tfisser kull bidla magħmula lill-**Polza** li **aħna** nkunu qbilna magħha bil-miktub.

“**Eċċess**” tfisser l-ewwel parti ta' kull klejm li trid tithallas **minnek**.

“**Burò Barrani**” tfisser organizzazzjoni ċentrali mwaqqfa minn assiguratari ta' vetturi fi kwalunkwe pajjiż barra minn **Malta** bl-iskop li jkunu attwati arrangamenti internazzjonali għall-assigurazzjoni ta' sewwieqa ta' vetturi kontra riskji lil terzi persuni u li magħha l-burò lokali mwaqqaf minn assiguratari ta' vetturi f'**Malta** dahal fi ftehim ta' din ix-xorta.

“**Karta ħadra**” tfisser ċertifikat ta' assigurazzjoni internazzjonali mahruġ fisem il-burò lokali **Malti**.

“**Persuna Korruta**” tfisser kull persuna intitolata għal kumpens taħt Taqsima 1 tal-**Polza** u l-**Legiżlazzjoni** fir-rigward ta' xi telf jew korriment ikkaġunati mill-**vettura tiegħek**.

“**Kopertura ta' Assigurazzjoni Mogħtija**” hija kif muri fl-**Iskeda**.

“**Legiżlazzjoni**” tfisser l-Ordinanza dwar Assigurazzjoni ta' Vetturi bil-Mutur għar-Riskji lil Terzi Persuni (Kapitlu 104 tal-Liġijiet ta' Malta) u kull legiżlazzjoni sussidjarja magħmula taħtha li tkun fis-seħħ f'**Malta** u kif emendata jew sostitwita minn żmien għal żmien.

“**Limitazzjonijiet dwar Użu**” huma kif muri fl-**Iskeda** u definiti fit-taqsima Limitazzjonijiet dwar Użu.

“**Limiti ta' Responsabbiltà**” huma kif muri fl-**Iskeda**.

“**Malta**” u derivazzjonijiet tagħha jfissru ir-Repubblika ta' Malta inkluż kull passaġġ tal-baħar rikonoxxut fir-Repubblika, u **Malti** u derivazzjonijiet tagħha jfissru tar-Repubblika ta' Malta.

“**Valur fis-Suq**” tfisser in-nefqa biex tibdel il-vettura tiegħek f'**Malta** b'wahda ta' l-istess għamla, mudell, età u kondizzjoni kif determinat minn referenza għal gwidi standard ta' negozju jew sorsi jew Prattiki rilevanti oħrajn ta' negozju.

“**Mutur**” tinkludi 'quadricycle' jew 'quad bike'.

“**Skont għal Ebdha Klejm**” tfisser l-iskont muri fl-**Iskeda**.

“**Polza**” tfisser dan il-ktejjeb, l-**Iskeda** u ċ-ċertifikat effettiv ta' Assigurazzjoni ta' Vettura u kull **endorsement** li kollha kemm huma għandhom jinqraw bhala haġa wahda.

“**Skeda**” tfisser id-dokument li fih dettalji **tiegħek**, tal-**vettura tiegħek**, l-**użu** li jista' jsir minnha, il-**kopertura ta' assigurazzjoni mogħtija**, min jista' jsuq il-**vettura tiegħek** u kull **endorsement** applikabbli.

“**Limiti Territorjali**” tfisser **Malta** jew kull pajjiż iehor li din il-**Polza** tista’ tkun estiża b’**endorsement** biex tkopri. Izda fir-rigward ta’ kopertura taht **Taqsuma 1** ta’ din il-**Polza**, **Limiti Territorjali** jinkludu:

- a) it-territorju ta’ **Stat Desinjat**, u
- b) it-territorju ta’ **Pajjiż Terz**, izda biss fir-rigward ta’ xi telf jew korriment ikkaġunati mill-**vettura tiegħek** li jiġri lil ċittadin **Malti** jew ċittadin ta’ **Stat Desinjat** waqt vjaġġ dirett bejn **Malta** u t-territorju ta’ **Stat Desinjat** jew bejn it-territorji ta’ żewġ **Stati Desinjati** u jekk m’hemm ebda **Bureau Barrani** responsabbli għat-territorju li l-vettura tkun għaddejja minnu.

“**Pajjiż Terz**” tfisser Stat minbarra **Malta** u li m’hux **Stat Desinjat**.

“**Għodda tan-Negozju**” tfisser il-**vettura tiegħek** u/jew il-makkinarju mwahhal magħha li jkun qed jintuża (u ma tkunx qed tinsaq) biss bhala għodda jew oġġett ta’ tagħmir għal skopijiet ta’ xogħol u meta ma jkunx hemm hteġa li xi responsabbiltà legali li tirriżulta minn tali għodda jew tagħmir tkun koperta skond kif titlob il-**Legislazzjoni**.

“**Telfiet jew ħsarat mhux assigurati**” tfisser dawk it-telfiet u ħsarat li m’humiex assigurati skond it-termini tal-**Polza**.

“**Ahna**” jew “**tagħha**” tfisser il-Middlesea Insurance p.l.c.

“**Int**”, “**Tiegħek**” jew “**Int innifsek**” tfisser Sid il-**Polza** deskritt fl-**Iskeda**.

“**Il-vettura tiegħek**” tfisser il-vettura bil-mutur deskritta fl-**Iskeda** inklużi, safejn għandha x’taqsam kopertura taht Taqsuma 1, kull trejler, karovana jew vettura mekkanikament diżabilitata mwahhla magħha.

## LIMITAZZJONIJIET DWAR UŻU

**Il-Limitazzjonijiet** dwar l-**Użu** għandu jkollhom it-tifsiriet li ġejjin:

**Vetturi Privati** - Użu għal skopijiet soċjali, domestiċi u ta’ divertiment u għan-negozju **tiegħek** stess. Esklużjoni ta’ użu għal kiri jew qligh jew għat-tagħlim, tiġrijiet, żamma tal-pass ma’ xi hadd, testijiet ta’ affidabilità, ittestjar jew veloċità jew għal xi skop, hu x’inhu, konness man-Negozju tal-Vetturi.

**Vetturi Kummercjali** - Użu bhala vettura li ġgħorr il-merkanzija f’konnessjoni man-negozju **tiegħek** stess, għall-garr ta’ passiġġieri (izda mhux għal kiri jew qligh) f’konnessjoni man-negozju **tiegħek** stess u għal skopijiet soċjali, domestiċi u ta’ divertiment. Esklużjoni ta’ użu għal kiri jew qligh (hlief f’konnessjoni man-negozju **tiegħek**) jew għat-tiġrijiet, żamma tal-pass ma’ xi hadd, testijiet ta’ affidabilità, ittestjar jew veloċità jew għal xi skop, hu x’inhu, konness man-Negozju tal-Vetturi.

**Muturi** - Użu għal skopijiet soċjali, domestiċi u ta’ divertiment u għan-negozju **tiegħek** stess. Esklużjoni ta’ użu għal kiri jew qligh jew għat-tagħlim, tiġrijiet, żamma tal-pass ma’ xi hadd, testijiet ta’ affidabilità, ittestjar jew veloċità jew għal xi skop, hu x’inhu, konness man-Negozju tal-Vetturi.

**Vettura għall-Kiri** - Użu għall-garr ta’ passiġġieri jew merkanzija f’konnessjoni man-negozju **tiegħek** stess u għal skopijiet soċjali, domestiċi u ta’ divertiment **tiegħek** stess. Esklużjoni ta’ użu għal tiġrijiet, żamma tal-pass ma’ xi hadd, testijiet ta’ affidabilità, ittestjar jew veloċità.

**Vetturi Self-Drive** - Użu għal skopijiet soċjali, domestiċi, ta’ divertiment u negozju. Esklużjoni ta’ użu għal tiġrijiet, żamma tal-pass ma’ xi hadd, testijiet ta’ affidabilità, ittestjar jew veloċità, jew użu minn xi persuna li lilha tinkera l-vettura, biex iġgħorr passiġġieri għal kiri jew qligh.

**Kiri ta’ Vetturi** - Użu għal skopijiet soċjali, domestiċi, ta’ divertiment u negozju. Esklużjoni ta’ użu għal tiġrijiet, żamma tal-pass ma’ xi hadd, testijiet ta’ affidabilità, ittestjar jew veloċità, jew użu minn xi persuna li lilha tinkera l-vettura, biex iġgħorr passiġġieri għal kiri jew qligh.

**Tipi Speċjali** - Użu skond it-tifsira, termini, kondizzjonijiet u limitazzjonijiet kif deskritti fl-**Endorsement** mehmuż mal-**Polza**.

## TAQSIMA 1 - RESPONSABILITÀ LEJN OHRAJN

### A) Responsabbiltà tieghek stess

**Aħna** nkopruk ghas-somom kollha li **int** tista' tinalab thallas bil-liġi li jirriżultaw minn aċċident waqt is-sewqan jew l-użu tal-**vettura tieghek** u li jikkaġunaw il-mewt jew leżjoni lil xi persuna oħra jew hsara lill-propjetà ta' persuna oħra.

**Aħna** nkopru wkoll **lilek** għar-responsabbiltà **tieghek** li tirriżulta minn tali aċċident għal hlasijiet ta' kura ta' emergenza li trid thallas skond il-**Legiżlazzjoni**. Kull hlas ta' din ix-xorta ma jolqotx id-dritt tieghek għal **Skont għal Ebdā Klejm**.

### B) Responsabbiltà ta' persuni oħra

**Aħna** nkopru wkoll il-persuni li ġejjin għal kull somma li huma jstgħu jintalbu jhallsu skond il-Liġi li tirriżulta minn incident ikkaġunat minn/jew f'konnessjoni ma' l-użu tal-**vettura tieghek** li jikkaġunaw il-mewt jew leżjoni personali lil xi persuna oħra jew hsara lil propjetà ta' persuna oħra:

- kull sewwieq awtorizzat,
- kull passigġier li jkun riekeb fil-**vettura tieghek** jew li jkun diehel jew hierēg minnha,
- il-prinċipal jew is-sieheb fin-negozju **tieghek**,
- fil-każ ta' mewt ta' xi persuna koperta taht din it-Taqsima, ir-rappreżentant legali ta' dik il-persuna.

### C) Limiti ta' Responsabbiltà

**Aħna** nhallsu fir-rigward ta' kull incident sal-limitu **(1.1)** muri fl-**Iskeda** fil-każ tal-klejms kollha li jirriżultaw minn mewt jew leżjoni personali u sal-limitu **(1.2)** muri fl-**Iskeda** fil-każ tal-klejms kollha li jirriżultaw minn hsara lil propjetà.

Jekk aċċident jinvolvi hlas taht din it-Taqsima lil aktar minn persuna wahda, dawn il-limiti għandhom jirrappreżentaw l-ammont totali li jkun irid jithallas lill-persuni kollha u l-hlas tar-responsabbiltà **tieghek** għandu jiehu preċedenza fuq hlas **lilek**. Dawn il-limiti jinkludu spejjeż legali u spejjeż oħrajn koperti taht Sotto-Taqsima D).

### D) Spejjeż legali u spejjeż oħrajn

Fil-każ ta' aċċident kopert taht it-Sotto-Taqsimiet A) jew B) hawn fuq, **aħna**, skond kif niddeċiedu li naghżlu:

- nhallsu spejjeż legali u spejjeż oħrajn li jkunu saru bil-kunsens bil-miktub **tagħna** minn qabel,
- nagħtu struzzjonijiet u nhallsu lil avukat biex jirrappreżenta **lilek** jew li xi persuna oħra assigurata b'din il-**Polza** f'xi Inkjesta jew Inkjesta dwar Aċċident Fatali,
- nagħmlu arrangamenti u nhallsu, jekk **aħna** niddeċiedu li hemm ċans raġonevoli ta' suċċess, l-ispejjeż raġonevoli ta' servizzi legali biex niddefendu **lilek** jew lil xi persuna oħra assigurata b'din il-**Polza** kontra akkuza ta' qtil mhux intenzjonat jew ta' kkawżar ta' mewt jew ta' sewqan bla kont jekk il-mewt relatata ma' tali akkuza tista' tkun sugġetta għall-kopertura taht dawn it-Taqsimiet.

**X'M'HUX KOPERT taht TAQSIMA 1 (ara wkoll EĊĊEZZJONIJIET ĠENERALI):**

Din il-**Polza** ma taghtix kopertura f'każ ta':

- i) xi persuna li ma tosservax u ma timxix mat-termini ta' din il-**Polza** safejn dawn jistghu jkunu applikati f'konformità mal-**Legiżlazzjoni**,
- ii) xi persuna li ma jkollhiex liċenzja biex issuq il-**vettura tiegħek** sakemm din il-persuna ma kellhiex u m'hix skwalifikata milli jkollha jew tikseb liċenzja ta' din ix-xorta,
- iii) xi persuna li volontarjament tirkeb fil-**vettura tiegħek** jekk dik il-persuna kienet taf li l-**vettura tiegħek** kienet qed tintuża jew tinsaq mingħajr l-awtorizzazzjoni **tiegħek**,
- iv) telf jew hsara lil xi trejler, karovana jew vettura mekkanikament diżabilitati u mwahhlin mal-**vettura tiegħek** jew lil xi propjetà li tkun qed tingarr minnhom jew li tkun fihom,
- v) mewt jew korriment ta' xi persuna li tkun qed issuq il-**vettura tiegħek** jew tkun responsabbli tagħha jew ta' xi persuna li tkun qed tingarr f'ija jew fuqha, jew li tkun diehla f'xi trejler, karovana jew vettura mekkanikament diżabilitati u mwahhlin mal-**vettura tiegħek** jew herġin minnhom, jew li tkun qed tirkibhom jew tinzel minnhom,
- vi) telf jew hsara lil xi pont, mizien, vjadott, triq jew superficje ohra li fuqha l-**vettura tiegħek** tkun qed tinsaq, jew lil xi haġa taht is-superficje kkaġunata mill-piż jew vibrazzjoni tal-**vettura tiegħek** jew tat-tagħbija tagħha,
- vii) telf, hsara jew responsabbiltà kkaġunati minn tingis jew kontaminazzjoni li jirriżultaw minn xi tagħbija li tkun qed tnixxi mill-**vettura tiegħek** jew minn xi tagħbija li tixxerred mill-**vettura tiegħek** jew tixxiftja fiha,
- viii) responsabbiltà, leżjoni jew hsara li jirriżultaw mill-użu tal-**vettura tiegħek**, jew ta' makkinarju mwahhal magħha li jintużaw bhala għodod tax-xogħol,
- ix) responsabbiltà għal kull klejm li tirriżulta minn xi oġġett inklużi ikel jew xorb li jkun qed jiġi preparat, mibjugħ jew fornut mill-**vettura tiegħek**,
- x) responsabbiltà kkaġunata jew li tirriżulta lil hinn mil-limiti ta' xi triq f'konnessjoni mat-tressiq ta' tagħbija lejn il-**vettura tiegħek** biex titgħabba fuqha jew it-tehid ta' tagħbija lil hinn mill-**vettura tiegħek** wara li tkun inhattet minn fuqha,
- xi) telf jew hsara lil xi propjetà li hija ta' xi persuna li hi membru tal-familja tiegħek jew li qiegħda fir-responsabbiltà jew fil-kustodja tagħha, fil-kura jew fil-kontroll tagħha, jew is-sewwieq jew xi persuna ohra li tinkorri responsabbiltà u li r-responsabbiltà tagħha hi koperta taht Taqsima 1 ta' din il-**Polza**,
- xii) responsabbiltà li jinkorri xi hadd li hu intitolat għal protezzjoni taht it-Taqsima fuq responsabbiltà ta' xi assigurazzjoni ohra, sakemm din il-protezzjoni m'hix inqas benefika għall-**persuna korruta** mill-protezzjoni offruta taht Taqsima 1 ta' din il-**Polza**,
- xiii) aktar mill-ammont **(1.3)** muri fl-**Iskeda** fir-rigward ta' **Telf ta' Użu** (il-kiri ta' vettura sostituta) għal kull Terza Persuna li tikklejmja fir-rigward ta' xi klejm jew sensiela ta' klejms li jirriżultaw minn okkorrenza waħda.

## TAQSIMA 2 - HSARA LILL-VETTURA TIEGHEK MINN HRUQ U SERQ

**Ahna** nkopru **lilek** skond it-termini ta' Taqsima 3 ta' din il-**Polza** imma biss safejn ghandu x'jaqsam ma' telf jew hsara lill-**vettura tieghek** inkluzi l-**aċċessorji** u partijiet taghha kkaġunati minn:

- i) hruġ, tqabbid ta' nar minnu nnifsu, sajjetti jew splużjoni, jew
- ii) serq jew attentat ta' serq.

### X'M'HUX KOPERT taht TAQSIMA 2 (ara wkoll EĊĊEZZJONIJIET ĠENERALI):

Din il-**Polza** ma taghtix kopertura ghal:

- a) l-ammont ta' **eċċess** muri fl-**Iskeda**,
- b) telf mhabba nuqqas ta' użu tal-**vettura tieghek** meta ssirilha hsara jew tinsteraq,
- c) telf li jirriżulta minn qerq,
- d) telf jew hsara lill-apparat ta' divertiment imwahhal ma' **mutur** jew li jkun fuqu,
- e) deprezzament, xedd u kedd jew tnaqqis fil-valur inkluż kull telf fil-valur wara li l-**vettura tieghek** issewwiet wara aċċident,
- f) hsara apposta minn xi persuna deskritta fl-**Iskeda**,
- g) telf li jirriżulta waqt li l-**vettura tieghek** tkun qed titnehha mill-post, tkun maqbuda mill-pulizija jew konfiskata b'riżultat ta' offiża tat-traffiku jew offiża rigward liċenzja tas-sewqan,
- h) serq jew attentat ta' serq jekk il-**vettura tieghek** tithalla wahedha jew mhux okkupata u ċ-ċwieviet ma jkunux tnehhew mill-**vettura tieghek**,
- i) telf jew hsara lill-**vettura tieghek** li jirriżultaw mill-użu ta' fjuwil mhux addattat ghalha jew kontaminat, jew mill-użu ta' fjuwil li m'hux tax-xorta jew grad addattat,
- j) telf jew hsara waqt li l-**vettura tieghek** tkun qed tinsaġ minn persuna jew tkun fir-responsabbiltà ta' xi persuna bl-iskop li tinsaġ, li m'humiex imnizzlin fl-**Iskeda**.

## TAQSIMA 3 - TELF TAL-VETTURA TIEGHEK JEW HSARA LI SSIRILHA

**Ahna** nkopru **lilek** ghat-telf tal-**vettura tieghek**, inkluzi l-**aċċessorji** u partijiet taghha waqt li jkunu fiha jew waqt li jkunu fil-garaxx privat imsakkar **tieghek**.

L-oghla ammont li **ahna** nhallsu jkun il-**valur fis-suq** raġonevoli tal-**vettura tieghek** fil-hin tat-telf jew hsara imma dan m'għandux jaqbeż l-istima **tieghek** tal-valur kif iddikjarata fl-**Iskeda**.

Skond kif naghżlu **ahna**, **ahna** nistghu nsewwu, ingibu fl-istat li kienet qabel jew nissostitwixxu l-**vettura tieghek** jew xi parti minnha jew l-**aċċessorji** jew partijiet taghha jew nistghu nhallsu l-ammont ta' telf jew hsara. Fil-każ li l-ispiza tat-tiswija tal-**vettura tieghek** taqbeż il-**valur fis-suq** kurrenti taghha, **ahna** nhallsu l-klejm **tieghek** billi nhallsu l-**valur fis-suq tal-vettura tieghek**. F'dan il-każ **ahna** nistghu, jekk naghżlu li naghmlu dan, niehdu pussess u propjetà tal-**vettura tieghek** u niddisponu minnha u nżommu ghalina l-valur tas-salvatagġ taghha.

Fil-każ li **int** xtrajt il-**vettura tieghek** ġdida f'**Malta**, u fi żmien 12-il xahar:

- i) insterqet u ma nstabitx, jew
- ii) ġratilha hsara u l-ispejjeż tat-tiswija huma oghla minn 60% tal-prezz tal-lista kurrenti bhala ġdida inkluza l-VAT meta applikabbli,

**ahna** nissostitwixxu l-**vettura tieghek** b'vettura ġdida oħra ta' l-istess marka, mudell u speċifikazzjonijiet jekk din tkun aċċessibbli immedjatament f'**Malta**. Jekk vettura ġdida ta' l-istess marka, mudell u speċifikazzjonijiet ma tkunx aċċessibbli immedjatament f'**Malta** jew jekk il-**vettura tieghek** ma ntraxx f'**Malta**, l-ogħla somma li **ahna** nhallsu hija l-**valur fis-suq** raġonevoli f'**Malta** tal-**vettura tieghek** fil-hin tat-telf jew hsara. F'dan il-każ **ahna** nistghu, fid-diskrezzjoni tagħna, niehdu pussess u propjetà tal-**vettura tieghek** u niddisponu minnha u nżommu għalina l-**valur tas-salvataġġ** tagħha. Il-klejm **tieghek** għal xi parti jew aċċessorju mitlufin jew imhassrin li m'għadhomx aċċessibbli jkun limitat għall-prezz muri fil-lista ta' prezzijiet f'**Malta** ppubblikata l-aħhar mill-manifattur u għall-ispiza raġonevoli tat-twahhil.

Jekk **ahna** nkunu nafu li **int** tkun qed thallas għall-**vettura tieghek** bin-nifs jew bi ftehim ta' kiri jew b'kambjala bhala ipoteka, **ahna** jew:

- a) jekk **ahna** nkunu qed inhallsu l-ispiza ta' sostituzzjoni tal-**vettura tieghek**, inhallsu r-rikavat tal-klejm **tieghek** lill-kumpanija li minghandha **int** tkun qed tixtri jew tikri l-**vettura tieghek** jew lil min tghajjat l-ipoteka msemmi fil-kambjala. Jekk **int** għandek taghti inqas mir-rikavat tal-klejm **tieghek**, **ahna** nhallsu l-bilanċ **lilek**,  
jew
- b) jekk **ahna** nissostitwixxu l-**vettura tieghek**, **ahna** l-ewwel irid ikollna l-permess tal-kumpanija li minghandha **int** qed tixtriha jew tikriha.

#### **X'M'HUX KOPERT taħt TAQSIMA 3 (ara wkoll EĊĊEZZJONIJIET ĠENERALI):**

Din il-**Polza** ma taghtix kopertura għal:

- a) l-ammont ta' **eċċess** muri fl-**Iskeda**,
- b) telf minhabba nuqqas ta' użu tal-**vettura tieghek** meta ssirilha hsara jew tinsteraq,
- c) telf li jirriżulta minn qerq,
- d) telf jew hsara lill-apparat ta' divertiment imwahhal ma' **mutur** jew li jkun fuqu,
- e) deprezzament, xedd u kedd jew tnaqqis fil-**valur** inkluż kull telf fil-**valur** wara li l-**vettura tieghek** issewwiet wara aċċident,
- f) telf jew hsara kkaġunati minn imwieġ ta' pressjoni minn ajruplani jew oġġetti oħra fl-ajru li jkunu għaddejnin b'veloċità sonika jew supersonika,
- g) hsara apposta minn xi persuna deskritta fl-**Iskeda**,
- h) telf li jirriżulta waqt li l-**vettura tieghek** tkun qed titneħħa mill-post, tkun maqbuda mill-pulizija jew konfiskata b'riżultat ta' offiża tat-traffiku jew offiża rigward liċenzja tas-sewqan,
- i) serq jew attentat ta' serq jekk il-**vettura tieghek** tithalla wahedha jew mhux okkupata u ċ-ċwieviet ma jkunux tneħħew mill-**vettura tieghek**,
- j) telf jew hsara lill-**vettura tieghek** li jirriżultaw mill-użu ta' fjuwil mhux addattat għaliha jew kontaminat, jew mill-użu ta' fjuwil li m'hux tax-xorta jew grad addattat,
- k) telf jew hsara waqt li l-**vettura tieghek** tkun qed tinsaq minn persuna jew tkun fir-responsabbiltà ta' xi persuna bl-iskop li tinsaq, li m'humiex imnizzlin fl-**Iskeda**,
- l) telf jew hsara lill-**muturi** kawżati minn maltempata, tempesta jew għarar,
- m) hsarat ta' kull xorta jew ksur mekkaniċi, elettrici, elettronici jew tal-kompjuter,
- n) hsara lil tajers minn pankċers, qatgħat jew tifqigħat, jew ikkaġunati mill-applikazzjoni ta' brejkijiet.

## TAQSIMA 4 - ESTENSJONIJIET TAL-KOPERTURA

### A. ESTENSJONIJIET STANDARD APPLIKABBLI GHAT-TAQSIMIET KOLLHA JEW KIF JINGHAD FL-ISKEDA.

#### 4.1. AĊĊIDENT PERSONALI

Jekk **int** jew/u xi hadd mill-passiġġieri **tiegħek** isofri leżjoni personali b'riżultat dirett ta' aċċident li jinvolvi l-**vettura tiegħek**, **ahna** nhallsu lill-persuna korruta jew lir-rappreżentanti legali ta' dik il-persuna wiehed mill-benefiċċji deskritti hawn taht iżda mhux aktar mill-ammont muri fl-**Iskeda** sakemm:

- i) il-mewt jew il-leżjoni personali li tirriżulta fi żmien 3 xhur mill-aċċident, u
- ii) tali mewt jew leżjoni jirriżultaw direttament mill-aċċident, u
- iii) dik il-persuna korruta fil-hin ta' l-aċċident m'hix taht it-18-il sena u lanqas fuq is-70 sena.

#### Benefiċċji:

1. Mewt, jew
2. Telf totali u li ma jistax jitraġġa' lura tal-vista ta' ghajn wahda jew taż-żewġ ghajnejn, jew
3. Telf totali bi qtugh fiżiku ta' id li tinqata' mill-polz jew minnu 'l fuq jew ta' sieq li tinqata' mill-gharqub jew minnu 'l fuq.

Il-hlas isir biss taht wiehed minn dawn il-benefiċċji għal kull persuna korruta u s-somma totali li **ahna** nhallsu taht din it-Taqsima tul xi perjodu wiehed ta' assigurazzjoni m'ghandhiex taqbeż l-ammont muri fl-**Iskeda** għal kull persuna korruta.

Jekk il-persuni korruti jkunu aktar minn tnejn u l-hlasijiet totali li jridu jsiru taht din l-Estensjoni jaqbżu l-ammont totali muri fl-**Iskeda**, il-hlas jinqasam proporzjonalment bejn dawn il-persuni korruti.

**Ahna** madankollu nnaqqsu kull ammont imhallas taht din l-estensjoni minn kull hlas li jkun sar taht Taqsima 1 lil xi wiehed mill-passiġġieri **tiegħek** għal mewt jew leżjoni fiżika li taghha **int** tkun legalment responsabbli.

#### X'M'HUX kopert minn din it-TAQSIMA (ara wkoll EĊĊEZZJONIJIET ĠENERALI):

Din il-**Polza** ma tkoprix leżjoni fiżika jew mewt:

- a) ikkaġunati minn suwiċidju jew xi attentat ta' suwiċidju,
- b) waqt li **int** jew xi **sewwieq awtorizzat** tkunu qed issuqu taht l-influwenza ta' l-alkohol,
- c) ikkaġunati **minnek** jew minn xi **sewwieq awtorizzat**, jew li tkunu kkontribwejtu għalihom, wara li tkunu hadtu droga sakemm din ma tkunx ittiehdet skond parir mediku xieraq u mhux għall-kura tal-vizzju tad-droga,
- d) jekk **int** jew xi hadd mill-passiġġieri **tiegħek** huma assigurati taht Polza oħra li tkun tkopri mewt jew leżjoni fiżika.
- e) jekk il-**vettura tiegħek** hija **mutur** jew xi vettura eżkluża oħra.

Kull hlas ta' din ix-xorta ma jolqotx id-dritt **tiegħek** għal **Skont għal Ebda Klejm**.

#### 4.2. SPEJJEŻ MEDIĊI

Jekk **int** jew xi persuna fil-**vettura tiegħek** issofru xi leżjoni fiżika b'riżultat dirett ta' aċċident li jinvolvi l-**vettura tiegħek**, **ahna**, wara talba **tiegħek**, nirrifondu l-ispejjeż ta' kura medika f'konnessjoni ma' dik il-leżjoni iżda m'hux aktar mis-somma murija fl-**Iskeda** għal kull persuna korruta sakemm il-kopertura ma tkunx qed tinghata taht xi Polza oħra ta' assigurazzjoni ta' vettura. Kull hlas ta' din ix-xorta ma jolqotx id-dritt **tiegħek** għal **Skont għal Ebda Klejm**.

#### 4.3. KSUR TA' HĠIEĠ

Ahna **nkopruk** ghal kull hsara, meta l-hsara tkun ikkaġunata minn ksur biss, lill-hġieġa ta' quddiem jew lill-hġieġ tat-twieqi tal-**vettura tiegħek** sal-limitu muri fl-**Iskeda**.

Kull hlas ta' din ix-xorta ma jolqotx id-dritt **tiegħek** ghal **Skont għal Ebda Klejm** jekk din hija l-hsara wahdanija li **int** tikklejmja għaliha.

#### 4.4. GĦAJNUNA FIT-TRIQ WARA INĊIDENT F'MALTA BISS

Ahna nkopru l-**vettura tiegħek** fil-każ ta' aċċident fit-triq f'**Malta** jekk il-**vettura tiegħek** ma tkunx tista' timxi wara aċċident sal-limitu muri fl-**Iskeda**. Izda din il-kopertura ma tapplikax jekk l-unika hsara lill-**vettura tiegħek** tkun ikkaġunata minn h̄sarat mekkaniċi, elettrici, elettronici jew tal-kompjuter, waqfien f'daqqa u ksur jew jekk int kopert taht estenzjoni 4.12 hawn taht.

Kull hlas ta' din ix-xorta ma jolqotx id-dritt **tiegħek** ghal **Skont għal Ebda Klejm** jekk din hija l-hsara wahdanija li **int** tikklejmja għaliha.

#### 4.5. UŻU MIN-NEGOZJU TAL-VETTURI, LUKANDI U RISTORANTI

Ahna nkopru l-**vettura tiegħek** meta tkun f'idejn negozjant tal-vetturi li jkun imexxi n-negozju minn hanut jew bini għan-negozju ta' vetturi għas-servizz, dawra ġenerali jew tiswija jew meta tkun qed tiġi pparkjata minn impjegat ta' servizzi ta' pparkjar ta' vetturi mogħti minn lukanda jew ristorante.

F'każijiet bħal dawn **ahna** ma nagħtux kas tal-limitazzjonijiet dwar sewqan, sewwieqa u użu deskritti fl-**Iskeda** sakemm it-termini u kundizzjonijiet l-oħra tal-**Polza** jiġu osservati.

## B. ESTENSJONIJIET STANDARD APPLIKABBLI GĦAL TAQSIMIET 2 U 3 JEW KIF JINGĦAD FL-ISKEDA.

#### 4.6. GĦAJNUNA LEGALI GĦAL TELFIET U H̄SARAT MHUX ASSIGURATI

Ahna **nkopru lilek** jew **lil sewwieq awtorizzat** għal spejjeż legali ta' kull xorta li tagħmel fil-każ ta' bidu u kontinwazzjoni ta' proċeduri legali (bħala attur) biex tirkupra **telfiet jew h̄sarat mhux assigurati** jew h̄sarat relatati ma' l-**eċċess tal-polza**, telf ta' qligh, telf ta' użu, telf ta' oġġetti personali, kumpens għal mewt jew leżjoni personali jew h̄sara lil propjetà li jirriżultaw minn aċċident fuq vettura li jinvolvi lill-vettura tiegħek li hija assigurata bil-**polza** tiegħek sal-limitu muri fl-**Iskeda**.

Ahna ma jkollna ebda responsabbiltà li nħallsu aktar mil-limitu muri fl-**Iskeda** kemm jekk il-proċeduri legali jkunu ġew konklużi kemm jekk le.

Kopertura taht din l-estensjoni tapplika biss sakemm:

- (1) l-aċċident lill-vettura jsir f'**Malta** u tul il-perjodu ta' assigurazzjoni
- (2) il-proċeduri legali jsiru quddiem qorti jew korp kompetenti iehor f'**Malta**
- (3) **ahna** nipprovdu l-espert legali biex jaġixxi f'ismek
- (4) l-esperti legali tagħna jkunu sodisfatti li hemm prospett raġonevoli ta' rkupru u li jkun hemm prospetti pożittivi sakemm il-klejm tibqa' viġenti
- (5) **ahna** nkunu raġonevolment ċerti li t-terza persuna qieghda f'pożizzjoni li thallas skond id-deċiżjoni tal-qorti
- (6) **ahna** nkunu sodisfatti li l-ispejjeż u hlasijiet legali huma proporzjonati ekonomikament għall-ammont li **int** qed tikklejmja
- (7) it-tilwima m'hix magħna u lanqas ma' xi Agent jew intermedjarju tagħna.

Fil-każ li dawn l-ispejjeż u hlasijiet legali jew parti minnhom jinqatgħu favur tiegħek **int** troddilna lura dak l-ammont li jkun diġà thallas minnha taht din l-estensjoni jew inkella **aħna** nistgħu nnaqqsuhom minn hlasijiet li jista' jkun li jkollna nhallsu taht xi taqsima oħra tal-**polza tiegħek**.

#### 4.7. OĠĠETTI PERSONALI

**Aħna** nkopru **lilek** kontra telf jew hsara lil oġġetti personali waqt li jkunu fil-**vettura tiegħek**. Wara talba **tiegħek**, **aħna** nikkumpensaw lill-propjetarju tal-propjetà mitlufa jew li tkun saritilha hsara. Ir-responsabbiltà **tagħna** għandha tkun limitata għall-ammont muri fl-**Iskeda** fir-rigward ta' kull okkorrenza.

**Aħna** ma nkunux responsabbli taht din it-Taqsima għal telf jew hsara lil:

- flus, bolli, biljetti, kards ta' kreditu u debitu, dokumenti jew titoli ta' sigurtà,
- oġġetti jew kampjuni li jkunu qed jingarru f'konnessjoni ma' xi kummerċ jew negozju,
- propjetà assigurata taht xi polza oħra,
- propjetà li tkun fil-**vettura tiegħek** li tithalla wahedha sakemm it-twieqi u l-bibien kollha ma jkunux magħluqin sewwa u llokkjati u l-propjetà tkun magħluqa sewwa f'buta jew kompartiment ta' l-ingwanti llokkjati,
- telefons mowbajl/cellulari jew tagħmir ieħor ta' telefon u tagħmir awdjo jew awdjo-viżiv li jista' jingarr,
- oġġetti personali li jkunu ma' **mutur** kopert minn din il-**Polza** jew fuqu minbarra meta jkunu f'kompartiment maqful.

Hlas lil xi persuna taht din it-Taqsima barra dawk li jsiru **lilek** isir direttament lil dik il-persuna l-oħra li tkun sugġetta għat-termini, dispożizzjonijiet, eċċezzjonijiet u kondizzjonijiet ta' din il-**Polza** safejn jistgħu japplikaw u l-iċċevuta tagħha għandha tkun rilaxx shih tar-responsabbiltà **tagħna** fir-rigward tat-telf jew hsara lil dik il-persuna l-oħra.

#### 4.8. AKKOMODAZZJONI TA' EMERĠENZA MAL-LEJL BARRA MINN MALTA

**Aħna** nhallsu għal akkomodazzjoni ta' emerġenza mal-lejl jekk **int** jew xi persuna oħra koperta b'din il-**Polza** ma tistax tasal fid-destinazzjoni intenzjonata **tiegħek** għaliex il-**vettura tiegħek** ma tkunx tista' tinsaq minhabba aċċident li jgħri barra minn **Malta** u hu kopert taht Taqsima 2 jew Taqsima 3. L-ammont totali li **aħna** nhallsu taht din it-Taqsima għal xi aċċident wiehed m'għandux jaqbeż il-limitu muri fl-**Iskeda**.

#### 4.9. TAGĦMIR TA' DIVERTIMENT

**Aħna** nkopru **lilek** għal telf jew hsara lil kull tagħmir ta' divertiment imwahaħal b'mod permanenti mal-**vettura tiegħek**. L-oghla ammont li **aħna** nhallsu għal telf jew hsara lil awdjo, telefon, tagħmir għal navigazzjoni viżwali, jew tagħmir ta' divertiment viżwali, inkluzi televixins, kassetts li jirrekordjaw vidjows jew idoqquhom, tagħmir li juri DVDs u panils ta' loġħob li jkunu mwahhlin b'mod permanenti mal-**vettura tiegħek** u huma maqfulin meta il-**vettura tiegħek** tithalla wehidha jew jistgħu jintużaw fiha biss hu limitat għall-ammont muri fl-**Iskeda**. Hlas għal dan it-telf jew hsara ma jolqotx id-dritt **tiegħek** għal **Skont għal Ebda Klejm**.

#### 4.10. ĊWIEVET MITLUFIN U SERRATURI

Jekk iċ-ċwieviet jew it-trasmettatur tas-serratura għall-**vettura tiegħek** jintilfu jew jinsterqu u ma jinstabux, **aħna** nhallsu sal-limitu muri fl-**Iskeda** għall-ispejjeż biex ikunu sostitwiti u wkoll, jekk meħtieġ, is-serraturi tal-**vettura tiegħek** jew l-ipprogrammar mill-ġdid tat-trażmettatur mitluf. Kull hlas ta' dix-xorta ma jolqotx id-dritt **tiegħek** għal **Skont għal Ebda Klejm**.

## C. ESTENSJONIJIET STANDARD APPLIKABBLI BISS GĦAL TAQSIMA 3 JEW KIF JINGHAD FL-ISKEDA.

### 4.11. VETTURA B'KORTESIJA (VETTURI PRIVATI BISS)

**Aħna** nkopru **lilek** għall-ispejjeż tal-kiri ta' vettura alternattiva waqt li l-**vettura tiegħek** tkun qed tisewwa wara aċċident kopert taht il-**Polza tiegħek** għall-perjodu kif awtorizzat mis-servejer li jagħmel l-ispezzjoni iżda li ma jaqbżux l-ammont li jidher fl-**Iskeda**. Din il-vettura alternattiva m'hix mahsuba li tkun rimpjazzament eżatt tal-**vettura tiegħek**.

**Aħna** nistgħu nrrangaw biex tinghata vettura sostituta minn kumpanija tal-kiri li naghżlu **aħna**. **Aħna** ma nkoprux fjuwil, nollijiet, multi u hlasijiet ohra konnessi mal-vettura sostituta waqt li tkun fil-pussess **tiegħek**.

### 4.12. SERVIZZ GĦAL HSARA FIT-TRIQ F'MALTA (VETTURI PRIVATI BISS)

**Aħna** nagħtu kopertura fil-każ ta' Servizzi għal Hsara fit-triq f'**Malta** skond it-Termini u kondizzjonijiet maqbula mal-fornitur tagħna deskritt fl-**Iskeda**.

## D. ESTENSJONIJIET LI TISTA' TAGĦŻEL LI TIEĦU APPLIKABBLI GĦAL TAQSIMA 3 JEW KIF JINGHAD FL-ISKEDA.

### 4.13. PROTEZZJONI TA' L-SKONT GĦAL EBDA KLEJM TIEGĦEK (VETTURI PRIVATI BISS)

Meta thallas primjum addizzjonali **aħna** ma nnaqqis id-dritt **tiegħek** għal **Iskont għal Ebda Klejm** muri fl-**Iskeda** meta tiġgedded l-assigurazzjoni **tiegħek** sakemm int ma tkunx għamilt żewġ klejms jew aktar (li ma jkunux klejms li l-unika hsara tkun tikkonsisti fi ksur ta' hġieg) tul il-perjodu ta' assurazzjoni kurrenti. Dan il-**Iskont għal Ebda Klejm** protett japplika biss meta **int** assigurat minnha u ma jstax ikun trasferit għal assigurat iehor.

### 4.14. KOPERTURA KONTRA TERREMOTI

Meta thallas primjum addizzjonali, Eċċezzjoni Ġenerali (f) hija mhassra.

## TAQSIMA 5 - UŻU BARRA MINN MALTA

### 5.1. Estensjoni tal-kopertura taht Taqsima 2 jew 3 fil-konfini ta' l-Istati Desinjati

Bla preġudizzju għal Taqsima 1 ta' din il-**Polza**, suġġett għall-hlas ta' primjum addizzjonali, il-kopertura taht Taqsima 2 jew 3 ta' din il-**Polza** hija estiża għall-perjodu speċifikat fl-**Iskeda** waqt li l-**vettura tiegħek** tkun qed tintuża barra minn **Malta** fil-konfini ta' l-Istati Desinjati u/jew tkun qed tingarr bejn portijiet li fir-rigward tagħhom tapplika din il-**Polza** sakemm dan il-garr isir permezz ta' passagg bil-bahar rikonoxxut u li f'kondizzjonijiet normali ma jhux aktar minn 65 siegħa

### 5.2. Estensjoni tal-kopertura għal pajjiżi ohra li m'humiex Stati Desinjati

Suġġett għall-hlas ta' primjum addizzjonali u l-hruġ ta' **Karta ħadra**, il-kopertura taht din il-**Polza** tapplika għall-perjodu speċifikat fil-**Karta ħadra** fir-rigward tal-vettura tiegħek waqt li tkun qed tintuża fi kwalunkwe pajjiż barra minn **Malta** u l-Istati Desinjati speċifikati (u mhux imhassrin) fil-**Karta ħadra**, u/jew tkun qed tingarr bejn portijiet li fir-rigward tagħhom tapplika din il-**Polza** sakemm dan il-garr isir permezz ta' passagg bil-bahar rikonoxxut u li f'kondizzjonijiet normali ma jhux aktar minn 65 siegħa.

## EĊĊEZZJONIJIET ĠENERALI

### Dawn l-Eċċezzjonijiet Ġenerali Japplikaw għat-Taqsimiet Kollha tal-Polza

**Ahna** ma nkunux responsabbli fir-rigward ta':

- a) xi aċċident, korriment, telf, hsara jew responsabbiltà li jiġru waqt li l-**vettura tiegħek** assigurata b'din il-**Polza**:
- tintuża barra mil-**Limiti Territorjali** sakemm dan ma jsirx skond id-dispożizzjonijiet tad-definizzjoni ta' **Limiti Territorjali** u ta' Taqsima 5,
  - tintuża għal xi skop li m'hux permess fl-**Iskeda**,
  - tinsaq minn xi persuna mhux deskritta fl-**Iskeda**,
  - tinsaq **minnek** sakemm **int** għandek liċenzja li ssuq il-**vettura tiegħek** jew kellek liċenzja u m'intix skwalifikat milli jkollok jew takkwista din il-liċenzja,
  - tinsaq bil-permess **tiegħek** minn xi persuna li safejn taf **int** m'għandhiex liċenzja li ssuq il-**vettura tiegħek** sakemm din il-persuna kellha liċenzja u m'hix skwalifikata milli jkollha jew takkwista din il-liċenzja,
  - tinsaq minn xi persuna li fil-hin li qed issuq hija taht l-influwenza ta' l-alkohol jew drogi minbarra drogi mehudin fuq parir mediku addattat u mhux għall-kura tal-vizzju tad-drogi.

Iżda jekk imhabba ċ-ċirkustanzi msemmija fi ii), iii), iv), v) u vi) **ahna** nhallsu xi somma fir-rigward tar-responsabbiltà ta' xi persuna jew fir-rigward tal-qadi tar-responsabbiltà koperta taht Taqsima 1 tal-**Polza** skond il-**Legiżlazzjoni**, **ahna** jkollna d-dritt li nirkupraw lura minghand dik il-persuna kull somma mhallsa minna b'dak il-mod.

- b) Kull responsabbiltà aċċettata li tirriżulta minn xi ftehim sakemm int ma tkunx xorta responsabbli mingħajr il-ftehim.
- c) Kull xorta ta' telf, hsara, responsabbiltà jew spejjeż li direttament jew indirettament huma kkaġunati minn jew li għalihom jikkontribwixxu jew li jirriżultaw minn:
- radjazzjonijiet jonizzanti minn jew kontaminazzjoni b'radjuattività minn fjuwil nukleari jew minn skart nukleari jew minn kombustjoni ta' fjuwil nukleari
  - propjetajiet radjuattivi, tossiċi, splussiv jew perikolużi jew kontaminanti ohra ta' xi stallazzjoni nukleari, reattur jew muntatura nukleari ohra jew komponent nukleari tagħha
  - xi arma tal-gwerra li tuża fissjoni u/jew fużjoni atomika jew nukleari jew xi reazzjoni jew forza jew materja radjuattiva li tixbahha
  - imwieġ ta' pressjoni minn ajruplani jew apparati ta' l-arja ohrajn li jimxu b'veloċità sonika jew supersonika.
- d) Telf, hsara, responsabbiltà jew spejjeż li direttament jew indirettament huma kkaġunati minn jew li għalihom jikkontribwixxu jew li jirriżultaw minn Riskji konnessi ma' Energija Nukleari.
- Għall-finijiet kollha ta' din il-polza Riskji konnessi ma' Energija Nukleari għandha tfisser:
- Kull propjetà fis-sit ta' stazzjon ta' enerġija nukleari, Reatturi Nukleari, binjiet u impjanti u tagħmir ta' reatturi li jkunu f'xi sit minbarra stazzjon ta' enerġija nukleari.
  - Kull propjetà fi kwalunkwe sit (inklużi iżda mhux limitati għal siti msemmija fi) hawn fuq) użata jew li kienet użata għall-

- a. Generazzjoni ta' enerġija nukleari; jew
- b. Produzzjoni, Użu jew hażna ta' Materjal Nukleari
- iii) Kull propjetà oħra li tista' tkun assigurata mill-Grupp u/jew Assoċjazzjoni ta' Assigurazzjoni Nukleari iżda limitata biss għar-rekwiżiti tal-Grupp u/jew Assoċjazzjoni lokali.
- iv) Il-fornitura ta' oġġetti u servizzi lil kull xorta ta' sit, deskritti fi) sa iii) hawn fuq, sakemm dawn l-assigurazzjonijiet jew riassigurazzjonijiet jeskludu l-perikli ta' irradjazzjoni u kontaminazzjoni minn Materjal Nukleari.

#### Definizzjonijiet

“Materjal Nukleari” tfisser:

- i) Fjuwil nukleari, minbarra uranju naturali jew uranju mdgħajjef, li jista' jipproduċi enerġija bi proċess ta' fissjoni konkatenat li jsostni lilu nnifsu u li jkun barra minn Reattur Nukleari, jew għalih wahdu jew f'kombinazzjoni ma' xi materjal iehor; u
- ii) Prodotti jew Skart Radjuattivi.

“Prodotti jew Skart Radjuattivi” tfisser kull materjal radjuattiv prodott, jew kull materjal magħmul radjuattiv permezz ta' espożizzjoni għar-radjazzjoni, fil-produzzjoni jew utilizzazzjoni ta' fjuwil nukleari, iżda ma jinkludix radjuisotopi li jkunu lahq u l-istadju finali ta' fabrikazzjoni biex ikunu jistgħu jintużaw għal xi skop xjentifiku, mediku, agrikolu jew industrijali.

“Stallazzjoni Nukleari” tfisser:

- i) Kull Reattur Nukleari;
- ii) Kull fabrika li tuża fjuwil nukleari għall-produzzjoni ta' Materjal Nukleari, kull fabrika għall-ipproċessar ta' Materjal Nukleari, inkluża kull fabrika għar-riproċessar ta' fjuwil nukleari rradjat; u
- iii) Kull faċilità fejn jinhażen Materjal Nukleari, minbarra hżin inċidentali għall-garr ta' dan il-materjal.

“Reattur Nukleari” tfisser kull struttura li jkun fiha fjuwil nukleari rranġat b'mod li proċess ta' fissjoni konkatenat li jsostni lilu nnifsu jista' jgħri fih mingħajr is-sors addizzjonali ta' newtroni.

“Produzzjoni, Użu jew hażna ta' Materjal Nukleari” tfisser il-produzzjoni, manifattura, arrikkiment, kondizzjonar, ipproċessar, riproċessar, użu, hżin, immaniġġjar u rimi ta' Materjal Nukleari.

“Propjetà” għandha tfisser kull art, bini, struttura, impjant, tagħmir, vettura, kontenut (inklużi likwidi u gassijiet, iżda mhux b'mod limitat għalihom biss) u kull materjal kemm fiss kemm mhux ta' kull xorta ta' deskrizzjoni.

“Zona jew Spazju ta' Radjuattività Għolja” tfisser:

Fil-każ ta' stazzjonijiet ta' enerġija nukleari u Reatturi Nukleari, il-kontenitur jew struttura li attwalment ikun fiha l-qalba (inklużi l-appoġġi u għata tagħha) u l-kontenut kollu tagħha, l-elementi ta' fjuwil, l-iżbarri tal-kontroll u l-maħżen tal-fjuwil irradjat, u Fil-każ ta' stallazzjonijiet Nukleari non-reatturi, kull spazju fejn il-livell ta' radjuattività jitlob li jkun hemm tarka bijoloġika.

- e) Telf, hsara, nefqa jew spejjeż ta' kull xorta li direttament jew indirettament huma kkaġunati minn jew li jirriżultaw minn jew f'konnessjoni ma' xi wahda minn dawn li ġejjin:
- i) gwerra, invażjoni, att ta' għadu barrani, ostilitajiet jew operazzjonijiet li jixbhu gwerra (kemm jekk tkun iddikjarata gwerra kemm jekk le)
  - ii) gwerra ċivili, rewwixta militari, insurrezzjoni, kommozzjoni ċivili li tiehu l-proporzjonijiet jew li tammonta għal rewwixta, ribelljoni, rivoluzzjoni, setgħa militari jew użurpata, liġi marzjali jew kull xorta ta' sakkeġġ f'konnessjoni magħhom
  - iii) konfiska jew nazzjonalizzazzjoni jew rekwizizzjoni jew distruzzjoni jew hsara lil propjetà mill-gvern jew minn awtorità pubblika jew b'ordni tagħhom jew minn xi att jew kondizzjoni inċidentali għal xi wahda minn dawn imsemmija hawn fuq.

Jekk **ahna** nalleġaw li, bis-sahha ta' din l-eskluzjoni, kull telf, hsara, nefqa jew spejjeż m'humiex koperti minn din l-assigurazzjoni, il-piż ta' prova kuntrarja għandu jaqa' **fuqek**.

f) Kull aċċident, korriment, telf jew hsara (minbarra taht Taqsima 1 u sakemm jidher applikabbli fl-**Iskeda (4.14)** taht Taqsimiet 2 jew 3) li jirriżultaw minn jew bhala konsegwenza ta' terremot, eruzzjoni volkanika, hruq sotteranju u xi tali konvulzjoni ohra tan-natura.

g) Użu tal-**vettura tiegħek** f'zona ta' ajru sakemm ma jkunx hemm ftehim mod ieħor b'**endorsement**.

- h) Kull telf jew hsara kkaġunati direttament jew kull responsabbiltà li tirriżulta minn:
- i) nuqqas ta' tagħmir elettroniku li jagħraf, jaċċetta, jirrispondi jew jipproċessa b'mod korrett xi data jew parti minn data jew informazzjoni jew struzzjoni,
  - ii) hsara ta' xi prodott, tagħmir jew makkinarju li jkun fih, ikun konness ma' jew ikun jopera permezz ta' ċipp li tipproċessa informazzjoni, minbarra telf sussegwenti jew responsabbiltà sussegwenti koperti minn din il-**Polza**

## KONDIZZJONIJIET ĠENERALI

### Dawn il-Kondizzjonijiet Ġenerali Japplikaw għat-Taqsimiet Kollha tal-Polza

#### 1. Informazzjoni mogħtija lilna

**Aħna** nagħtu biss kopertura taht din il-**Polza** jekk l-informazzjoni li **int** tagħti **lilna** meta tapplika għall-assigurazzjoni jew meta tagħmel klejm, jew billi tkellem **lilna** jew f'xi dokument, hija vera safejn taf **int**. **Int** għandek tistaqsi lill-persuni kollha koperti b'din il-**Polza** kull mistoqsija rilevanti li **int** teħtieġ biex tikseb din l-informazzjoni.

Hija kondizzjoni ta' din il-**Polza** li **Int** tinfurmana immedjatament b'kull bidla fid-dettalji tal-**vettura**, l-indirizz ta' fejn hu r-riskju u s-sewwieqa awtorizzati. Dawn il-bidliet huma meħtieġa mil-**Legiżlazzjoni** biex jingħataw liċ-Ċentru ta' Informazzjoni dwar Assigurazzjoni ta' Vetturi bil-Mutur.

#### 2. Klejm

Klejm tfisser klejm kontrik jew kontra kull persuna koperta b'din il-**Polza** għal hšarat li jeħtieġ li jkunu koperti skond il-Liġi, ir-Regolamenti dwar Fond ta' Protezzjoni u Kumpens jew regolamenti oħra li jissostitwuhom jew xi ftehim bejn assiguratari indipendentement minn jekk **int** jew xi persuna oħra tkunux inqastu milli tgħarrfu tali okkorrenza lill-assiguratari.

#### 3. Klejms – dmirijiet tiegħek

**Int** jew ir-rappreżentanti legali **tiegħek** għandkom:

- i) tavżaw **lilna** kemm jista' jkun raġonevolment malajr b'kull aċċident, korriment, telf jew hšara u tibagħtu **lilna** bla telf ta' żmien kull ittra jew informazzjoni oħra fil-pussess tagħkom, u
- ii) tinfurmaw **lilna** immedjatament kif **intom** issiru tafu b'xi proċeduri ċivili jew kriminali, inkjesta jew inkjesta fatali f'konnessjoni ma' xi okkorrenza li tista' toħloq responsabbiltà taht din il-**Polza** u tibagħtu **lilna** immedjatament kull korrispondenza jew dokumenti oħra li **intom** tirċievu, u
- iii) tikkooperaw **magħna** bis-shih billi tagħtuna kull għajnuna, dokumenti jew informazzjoni li **aħna** nistgħu neħtieġu.

Ebda ammissjoni, offerta, wegħda, ċaħda, hlas jew ftehim ma jistgħu jsiru jew jingħataw **minnek** jew f'ismek jew minn xi persuna koperta minn din il-**Polza**, jekk mhux bil-kunsens bil-miktub **tagħna**,

**Aħna** nkunu intitolati li niehdu f'idejna u mmexxu f'ismek jew f'isem kull persuna koperta taht din il-**Polza** d-difiża jew hlas ta' kull klejm jew li ntellgħu l-qorti f'ismek jew f'isem kull persuna, għall-benefiċċju **tagħna**, għal kull klejm għal kumpens jew hšarat. **Aħna** għandu jkollna diskrezzjoni shiħa fit-tmexxija ta' kull proċedura jew hlas ta' kull klejm. **Int** u kull persuna tali għandkom tagħtu **lilna** l-informazzjoni u l-għajnuna kollha li **aħna** nistgħu neħtieġu.

**Int** għandek tirrapporta immedjatament lill-pulizija serq jew vandalizmu jew xi att kriminali iehor li jista' jwassal għal klejm taht din il-**Polza** u tikkoopera **magħna** biex jehel min ikun għamel ir-reat.

Fil-każ ta' aċċident il-**vettura tiegħek** m'għandhiex tithalla waħedha bla ma jittiehdu prekawzjonijiet xierqa biex ma jsirux aktar telf jew hsara. Dan jinkludi li ma ssuqx il-**vettura tiegħek** jekk dan jista' jikkaguna aktar telf jew hsara. Kull hsara addizzjonali li ssir imhabba dan ma tkunx koperta minn din il-**Polza**.

Jekk xi klejm jew parti minn klejm isiru b'xi mod frawdolenti jew b'qerq, din il-**Polza** ssir nulla u kull klejm taħtha taqa'.

#### 4. Stat tajjeb għat-triq u kura raġonevoli

Il-**vettura tiegħek** għandha tinżamm f'kondizzjoni effiċjenti u tajba għat-triq. **Int** u kull persuna oħra li fidejha tkun il-**vettura tiegħek** għandkom tiehdu l-miżuri raġonevoli kollha biex tiproteġuha kontra telf jew hsara. Meta l-**vettura tiegħek** tithalla waħedha, il-bibien u t-twieqi tagħha għandhom ikunu magħluqa għalkollox u hi għandha tinżamm illukkjata u ċ-ċwieviet imnehhija. **Int** għandek tagħtina aċċess liberu biex neżaminaw il-**vettura tiegħek** f'kull hin raġonevoli.

#### 5. Kontribuzzjoni ta' assigurazzjonijiet oħrajn

Jekk xi telf, hsara jew responsabbiltà li **int** qed tikklejmja dwarhom taht din il-**Polza** huma koperti minn xi assigurazzjoni oħra, **ahna** nhallsu biss is-sehem **tagħna** ta' dik il-klejm.

#### 6. Kancellament

**Ahna** nistghu nikkancellaw din il-**Polza** billi nibagħtu **lilek** ittra registrata fl-ahhar indirizz magħruf tiegħek li tagħti **lilek** avviż ta' 7 ijiem. Iċ-ċertifikat ta' Assigurazzjoni ta' Vettura bil-Mutur effettiv jibqa' propjetà **tagħna** u għandu jintbagħat lura lilna skond il-**Legiżlazzjoni**. **Ahna** nagħtuk lura l-proporzjon xierqa tal-primjum **tiegħek** ikkalkulat mid-data li fiha **ahna** nirċievu ċ-ċertifikat effettiv ta' Assigurazzjoni ta' Vettura bil-Mutur.

**Int** tista' tikkancella din il-**Polza** billi tibgħat lura ċ-ċertifikat ta' Assigurazzjoni ta' Vettura bil-Mutur effettiv **lilna**. Kull radd lura ta' primjum ikun ikkalkulat mid-data meta **ahna** nirċievu ċ-ċertifikat effettiv ta' Assigurazzjoni ta' Vettura bil-Mutur. Sakemm ma jkun hemm ebda klejm jew telf fil-perjodu ta' assigurazzjoni kurrenti, **ahna** nagħtuk lura parti mill-primjum wara li napplikaw ir-rati ta' kancellament indikati fil-websajt **tagħna** jew li jingħatawlek jekk titlobhom għall-perjodu li tulu l-**Polza** kienet fis-sehh.

#### 7. Użu ta' vettura flimkien ma' haddieħor u assigurazzjoni

L-aċċettazzjoni ta' hlasijiet bhala parti minn ftehim fuq użu flimkien ma' haddieħor ta' vettura fir-rigward tal-garr ta' passiġġieri għal skopijiet soċjali u oħrajn simili ma tkunx titqies bhala garr ta' passiġġieri għal kiri jew qligh jew użu tal-**vettura tiegħek** għal kiri sakemm

- il-**vettura tiegħek** m'hijiex mibnija jew addattata biex iġġorr aktar minn tmien passiġġieri bilqieghda (minbarra s-sewwieq);
- il-passiġġieri m'humiex jingarru fil-kors ta' negozju ta' garr li jinvolvi jew hu speċifikatament għall-passiġġieri;
- il-hlasijiet totali li jidhlu mill-vjaġġ involut ma jinvolvux element ta' qligh.

### 8. Arbitraġġ

Jekk ahna ma naqblux dwar l-ammont li ghandu jithallas taht din il-**Polza** (wara li tkun digà ġiet ammissa r-responsabbiltà) **inti** u **ahna** ghandna id-dritt li nirreferu ghal arbitraġġ. L-arbitraġġ isir skond l-Att dwar Arbitraġġ (Kap 387 tal-Liġijiet ta' **Malta**) u r-Regoli ta' Arbitraġġ kif jistgħu jkunu emendati jew mibdula minn żmien għal żmien. Ghandu jkun hemm arbitru wiehed li jinhatar miċ-Ċentru Malti għall-Arbitraġġ. L-Arbitraġġ isir f'**Malta**. Id-deċiżjoni tkun finali u torbot.

L-ghoti ta' deċiżjoni hija kondizzjoni preċedenti għal kull dritt ta' azzjoni kontrina.

### 9. Kuntratt ta' bejgħ

**Ahna** ma nkunux responsabbli għal xi aċċident, telf jew hsara jew responsabbiltà kkaġunati, sostnuti jew magħmulin f'konnessjoni mal-**vettura tiegħek** li f'relazzjoni tagħha **int** tkun dhalt f'xi transazzjoni b'mod ta' kuntratt ta' bejgħ jew bil-hsieb ta' kuntratt ta' bejgħ, minbarra safejn hu mehtieg biex tikkonforma mal-**Legizlazzjoni**. Dan japplika jekk din it-transazzjoni tikkostitwixxi kuntratt ta' bejgħ validu għall-**vettura tiegħek** jew tkun ikkostitwixxiet kuntratt ta' bejgħ validu li kieku ma kienx hemm nuqqas ta' konformità mad-dispożizzjonijiet ta' l-Att ta' l-1993 dwar Dazju fuq Dokumenti u Trasferimenti u kull emenda tiegħu.

### 10. Thassir ta' ċerti termini u dritt ta' rkupru

Jekk **ahna** obbligati bil-liġi ta' xi pajjiż li nagħmlu pagament li altrimenti **ahna** ma nkunux responsabbli għalih taht il-**Polza**, **int** jew xi persuna ohra koperta taht il-**Polza** għandkom thallsu lura **lilna** l-ammont ta' dan il-pagament.

### 11. Klawsola Kuntrattwali

Dan il-kuntratt ta' assigurazzjoni hu kuntratt **Malti** u jitriega mill-Liġijiet ta' **Malta** u skond dawn l-istess Liġijiet, u, minbarra fil-każ ta' tilwimiet dwar l-ammont li ghandu jithallas taht din il-**Polza** skond it-termini tal-klawsola intitolata "Arbitraġġ", hu suġġett għall-ġuriżdizzjoni esklussiva tal-Qrati **Maltin**.

### 12. Klawsola ta' Ġuriżdizzjoni Maltija

Il-kopertura mogħtija minn Taqsima 1 ta' din il-**Polza** li tirriżulta minn aċċidenti li jġru bejn residenti **Maltin** kemm jekk isiru **Malta** u kemm jekk f'xi territorju permess kif deskritt f'Taqsima 5 ta' din il-**Polza** għandha tapplika biss għal sentenzi jew ordnijiet li jingħataw jew jittiehdu minn Qorti f'**Malta**. Din il-kopertura ma tapplikax ukoll għal sentenzi jew ordnijiet mehudin f'**Malta** għall-infurzar ta' sentenzi mehudin fi mkien iehor jew għal spejjeż ta' kull xorta ta' litigazzjoni rkuprati minn xi hadd li jkun qed jikklejmjahom **minghandek** għal spejjeż ta' kull xorta li ma jkunux saru **Malta**.

## IL-PROCĊEDURA TAGHNA FIL-KAŻ TA' LMENTI

Il-Middlesea Insurance p.l.c. hi impenjata biex tagħti servizzi ta' kwalità tajba. Ahna nagħrfu, madankollu, li l-klijenti jistgħu ma jkunux sodisfatti mis-servizz mogħti. F'dan il-każ ahna għandna proċedura għal ilmenti. Biex inkunu ċari, ilment hu definit b'mod wiesa' bhala espressjoni bil-miktub ta' nuqqas ta' sodisfazzjon bis-servizzi li ahna nagħtu jew azzjonijiet li nkunu hadna u li jitolbu reazzjoni. Ahna niddistingwu bejn ilmenti u mistoqsijiet; mistoqsijiet huma nuqqas ta' qbil ma' deċiżjonijiet speċifiċi f'ċirkustanzi speċifiċi.

### Kif nittrattaw l-ilment tiegħek

Ahna ma nħarsux lejn l-ilmenti bhala xi haġa li m'għandniex b'żonnha. Fil-fatt, jistgħu jgħinuna naraw fejn is-servizzi jew proċeduri tagħna jistgħu jittejbu. Għalhekk għarrafna meta thoss li żbaljajna u għamilna xi haġa li thossha mhux sodisfaċenti. Anke jekk ma tahsibx li xi haġa partikolari li tinkwetak hija "ilment", ahna xorta wahda nixtiequ nkunu nafu biha. Int tgħinna nkomplun tejbu s-servizz tagħna.

### Kif tressaq ilment

L-1 pass: Ikkuntattjana

L-ewwel pass hu li titkellem ma' wiehed mill-impjegati tal-Middlesea Insurance p.l.c. jew lill-Aġenti tagħha jekk il-Polza tiegħek irrangawlek għaliha huma. Dan jista' jsir b'mod informali, jew direttament jew bit-telefon.

Generalment l-impjegat li l-aħjar li tkellem ikun il-persuna li tkun ittrattat il-materja li lilek qed thassbek, għaliex ikun fl-aħjar pożizzjoni li jgħinek fil-pront u jirrangalek. Jekk ma ssibux, jew jekk tippreferi li tavvicina lil xi haddieħor, allura staqsi għall-Manager jew għall-persuna ewlenija responsabbli.

Ahna nippruvaw insolvu l-problema immedjatament. Jekk ma nkunux nistgħu nagħmlu dan, allura, ngħidu ahna, niehdu nota ta' dak li jkun qed ihassbek u nirrangaw l-aħjar mod u hin biex nerġgħu nkellmuk. Dan normalment isir fi żmien żewġ granet tax-xogħol.

It-2 pass: Azzjoni ulterjuri fuq l-ilment tiegħek

Jekk tibqa' mhux sodisfatt, il-pass li jmiss hu li tikteb lill-Uffiċjal għall-Ilmenti tal-Middlesea Insurance p.l.c., u tindirizza l-ittra bid-dettalji kollha lilu filwaqt li tfisser x'tahseb li mar hażin u x'jidhirlek li jehtieg li jsir biex l-affarijiet jitrangaw. Jekk ma thossokx komdu tikteb ittra, int dejjem tista' titlob lil impjegat tagħna jiehu nota tad-dettalji ta' l-ilment, u mbagħad tintalab tiffirmaha int. Int tingħata kopja biex iżżommha għar-referenza. Dan id-dokument jingħadda mill-ewwel lill-Uffiċjal għall-Ilmenti biex jittrattat hu.

Meta l-Uffiċjal għall-Ilmenti jirċievi lment bil-miktub, hu għandu jiehu passi biex ikun investigat sewwa. Fi żmien hames granet tax-xogħol minn meta jasilna l-ilment, int tirċievi konferma li waslilna u l-ittra tgħidlek li tista' tistenna twegiba shiha. Normalment dan isir fi żmien tliet gimgħat sakemm il-materja ma tkunx ikkomplikata hafna, bħal meta jkun hemm il-htieġa li nikkuntattjaw organizzazzjonijiet oħra. Meta jigri dan ahna xorta ninfurmawk x'qed isir u ngħidulek meta nistennaw li nagħtuk twegiba shiha.

### Tehid ta' l-ilment tiegħek 'il barra mill-organizzazzjoni

Jekk tibqa' m'intix sodisfatt bit-twegiba ta' l-Uffiċjal għall-Ilmenti, int dejjem tista' tftitex parir lil hinn mill-organizzazzjoni tagħna. Int tista' tikkuntattja lill-Uffiċjal għall-Ilmenti ta' l-Awtorità ta' Malta għal Servizzi Finanzjarji.