

MOTORMAX INSURANCE POLICY

This **Policy**, **Schedule** and **Endorsement(s)** (if any) together are evidence of the contract between **you** and Mapfre Middlesea p.l.c. based on the information given to **us** and the declaration made on the proposal form. In return for receiving and accepting the premium, **we** will provide insurance within the 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.



MARTIN GALEA
CHAIRMAN



FELIPE NAVARRO
PRESIDENT &
CHIEF EXECUTIVE OFFICER

Mapfre Middlesea p.l.c. (C-5553) is authorised by the Malta Financial Services Authority to carry on both Long Term and General Business under the Insurance Business Act, 1998. COM 050415 LEI 213800KY94NQ

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:

Accessory or Accessories mean 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 (Liability to Others) of this **Policy** and by **Endorsement** to Sections 2 (Fire & Theft Damage to your Vehicle) and 3 (Loss or Damage to your Vehicle) of this **Policy** and as 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 (Liability to Others) of this **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" of this **Policy**.

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 **Endorsement(s)** all of which are to be read together.

Schedule means the document attaching to this **Policy** 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 **Endorsement(s)**.

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 (Liability to Others) 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 Mapfre Middlesea 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 (Liability to Others) of this **Policy** 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(s)** 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. (Legal costs and other expenses) below.

D. LEGAL COSTS AND OTHER EXPENSES

In the event of an accident covered under the above sub-Sections A. (Your own liability) or B. (Other people's liability), **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 this Section (see also GENERAL EXCLUSIONS):

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 (Liability to Others) 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 (Liability to Others) 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 (Loss of or Damage to your Vehicle) of this **Policy** but only so far as concerns loss of or damage to **your vehicle** including its **accessories** and spare parts caused by:

- a. fire, self-ignition, lightning or explosion, or
- b. theft or attempted theft.

What is NOT covered under this Section (see also GENERAL EXCLUSIONS):

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

- i. the amount of **excess** shown in the **Schedule**;
- ii. loss of use of **your vehicle** when it is damaged or stolen;
- iii. loss resulting from deception;
- iv. loss or damage to any entertainment equipment attached to or on a **motor cycle**;
- v. depreciation, wear and tear or diminution in value including any loss of value after **your vehicle** has been repaired following an accident;
- vi. deliberate damage by any person described in the **Schedule**;
- vii. loss arising from **your vehicle** being removed, detained or confiscated as a result of a road traffic or vehicle licensing offence;
- viii. theft or attempted theft if **your vehicle** is left unattended or unoccupied if the keys are not removed from **your vehicle**;
- ix. loss or damage to **your vehicle** arising from the wrong or contaminated fuel, inappropriate type or grade of fuel being used;
- x. 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 **your** having purchased **your vehicle** new in **Malta**, and within 12 months it is:

- a. stolen and not recovered; or
- b. 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 this SECTION (see also GENERAL EXCLUSIONS)

This Policy does not provide cover for:

- i. the amount of **excess** shown in the **Schedule**;
- ii. loss of use of **your vehicle** when it is damaged or stolen;
- iii. loss resulting from deception;
- iv. loss or damage to any entertainment equipment attached to or on a **motor cycle**;
- v. depreciation, wear and tear or diminution in value including any loss of value after **your vehicle** has been repaired following an accident;
- vi. loss or damage caused by pressure waves from aircraft or other objects in the sky travelling at sonic or supersonic speeds;
- vii. deliberate damage by any person described in the **Schedule**;
- viii. loss arising from **your vehicle** being removed, detained or confiscated as a result of a road traffic or vehicle licensing offence,
- ix. theft or attempted theft if **your vehicle** is left unattended or unoccupied if the keys are not removed from **your vehicle**;
- x. loss or damage to **your vehicle** arising from the wrong or contaminated fuel, inappropriate type or grade of fuel being used;
- xi. 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**;
- xii. loss or damage to **motor cycles** arising out of storm, tempest and flood;
- xiii. mechanical, electrical, electronic or computer failures, breakdowns or breakages;
- xiv. damage to tyres by punctures, cuts or bursts, or caused by the application of brakes.

SECTION 4 – EXTENSIONS TO 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:

- a. death or bodily injury occur within 3 months of the accident; and
- b. such death or injury shall arise as a direct result of the accident; and
- c. 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 extension 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 (Liability to Others) of this **Policy** 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 EXCLUSIONS):

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

- i. caused by suicide or any attempted suicide;
- ii. while **you** or any **authorised driver** is driving under the influence of alcohol;
- iii. 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;
- iv. if **you** or any of **your** passengers are insured by another policy covering death or bodily injury;
- v. 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. 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 (FIRE & THEFT DAMAGE TO YOUR VEHICLE) AND 3 (LOSS OF OR DAMAGE TO YOUR VEHICLE) OF THIS POLICY ONLY OR AS STATED IN THE SCHEDULE

4.5 LEGAL ASSISTANCE FOR UNINSURED LOSSES

We will cover **you** or any **authorised 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 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:

- a. the motor accident occurs in **Malta** and during the period of insurance;
- b. the legal proceedings will be dealt with by a court or other competent body in **Malta**;
- c. **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;
- d. **we** are reasonably certain that the third party has the means to meet any judgment;
- e. **we** are satisfied that the legal costs and fees are economically proportionate to the amount **you** are claiming;
- f. 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**.

4.6. 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 extension for loss of or damage to:

- i. money, stamps, tickets, credit and debit cards documents or securities;
- ii. goods or samples carried in connection with any trade or business;
- iii. property insured under any other policy;
- iv. 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;
- v. mobile/cellular telephones or other telephone equipment and portable audio or audio-visual equipment;
- vi. **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 extension other than **you** will be made direct to such other person who will be subject to the terms, provisions, exclusions 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.

4.7. 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 (Fire & Theft Damage to your Vehicle) or 3 (Loss of or Damage to your Vehicle) of this **Policy**. The total amount **we** shall pay under this Section for any one incident shall not exceed the limit shown in the **Schedule**.

4.8. 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**.

4.9. 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 (LOSS OF OR DAMAGE TO YOUR VEHICLE) OF THIS POLICY ONLY OR AS STATED IN THE SCHEDULE

4.10 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.

D. OPTIONAL EXTENSIONS APPLICABLE TO SECTION 3 (LOSS OF OR DAMAGE TO YOUR VEHICLE) OF THIS POLICY ONLY OR AS STATED IN THE SCHEDULE

4.11 EARTHQUAKE COVER

On payment of an additional premium, General Exclusion (vi) is deleted.

SECTION 5 – USE OUTSIDE MALTA

5.1. EXTENSION OF COVER UNDER SECTION 2 (FIRE & THEFT DAMAGE TO YOUR VEHICLE) OR 3 (LOSS OF OR DAMAGE TO YOUR VEHICLE) OF THIS POLICY WITHIN THE DESIGNATED STATES

Without prejudice to Section 1 (Liability to Others) of this **Policy**, subject to the payment of an additional premium, cover under Section 2 (Fire & Theft Damage to your Vehicle) or 3 (Loss or Damage to your Vehicle) 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.

SECTION 6 – ROADSIDE ASSISTANCE (RSA)

DEFINITIONS APPLICABLE TO THIS SECTION

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 in this Section unless the context requires otherwise:

Accident means violent, sudden, external and unforeseen event occurring within the **Territory**, unwanted by **you** that causes damages to the **Vehicle** rendering it unusable for normal transportation.

Breakdown means a failure, whether mechanical or electrical, that immobilises the **Vehicle** occurring during the Period of Insurance within the **Territory**.

Company means the Roadside Assistance (RSA) service provider.

Territory means **Malta** and the rest of Europe.

Usual Place of Residence means the location where **you** usually reside in **Malta**. It shall also be the place where the **Vehicle** is usually located and to which, where applicable, the **Vehicle** shall be transported.

Vehicle means **your vehicle** which shall meet each and all of the following requirements:

- a. have a weight less than 3,500 kg and comply at all times with legislation in force;
- b. have an internal combustion engine for which only petrol or diesel oil is used as fuel. Hybrid and electric cars are also covered with the exception on LPG ones.

The non-fulfillment of any of the said requirements shall be cause for nullity of this Section of the **Policy**.

OBJECT AND SCOPE OF COVER

The **Company** guarantees to provide **you** with immediate material help in the form of services, when **you** are in difficulty as a result of an **accident** or **breakdown** occurring within the Territory during the course of a trip with the **Vehicle**.

1. REPAIR ON THE SPOT OF THE VEHICLE

In the event of immobilisation of the **Vehicle** due to mechanical or electrical **breakdown**, and provided that the said **breakdown** can be repaired at the place of immobilisation within a reasonable time, the **Company** will proceed with the repair of the **breakdown**, and shall bear the costs of labour and transport to the place where the event occurred.

This coverage does not include battery boost assistance, supplies of spare parts or elements, or materials in general.

2. BATTERY BOOST ASSISTANCE

In the event of immobilisation of the **Vehicle** due to a battery problem, the **Company** will provide **you** with a battery boost assistance service. This coverage does not include supplies of the spare battery or materials in general.

This cover is limited to 2 battery boost services in 1 week. If a third service of battery boost is required within the same week, **you** will be advised that a fee of € 30.00 will be charged as the cost of the service.

3. TOWING OF THE VEHICLE

In the event that it is not possible to carry out repairs at the site of the **breakdown**, as mentioned in the previous point, and if the **Vehicle** cannot be driven as a result of the **breakdown** or **accident**, the **Company** shall bear the costs of towing the **Vehicle** to a repair shop or destination as recommended by **you** or the **authorised driver** of the **Vehicle**.

In the event that the **Vehicle** is towed to a repair shop or destination as recommended by **you** or the driver of the **Vehicle** whereby the **Vehicle** is not accepted and/or the repair shop is closed then the **Vehicle** will be towed back to **your** place of residence.

In case of towing the **Vehicle** from Gozo to Malta or Europe to **Malta** and vice versa, **you** will have to pay ferry fees for both the **Vehicle** and the tow truck.

4. SECOND DELIVERY SERVICE

In case the **Vehicle** stops at night, during the weekends or public holidays and the repair shop recommended by **you** is closed, **we** will bear the costs of a second towing service from **your** place of residence to the repair shop recommended by **you**.

If **you** require further towing services after the second delivery service has been provided, a fee €30.00 will be charged as cost of the service.

5. TRANSPORTATION FOR THE VEHICLE OCCUPANTS WHERE THE VEHICLE CANNOT BE USED

In the event that it is not possible to carry out the repairs at the site of the **breakdown** or **accident** involving the **Vehicle**, the **Company** will arrange the most suitable transportation for the **Vehicle** occupants to be transported to their **Usual Place of Residence** during the night or to the nearest bus stop during the day. The **Vehicle** occupants' transportation might be arranged inside the tow truck cabin.

In case the **Vehicle** occupants have different places of residence within **Malta**, their transportation will only be carried out to one place/spot chosen by **you**.

Provided that in the event that the **Vehicle** is located outside of **Malta** but within Europe, the **Usual Place of Residence** referred to above shall be taken to refer to the closest accommodation facilities but subject to the limitations and limits under paragraph 9 of this Section.

6. FLAT TYRE ASSISTANCE

In the event of immobilisation of the **Vehicle** due to damage of a tyre, the **Company** will proceed with the removal of the flat tyre and its replacement with the spare tyre of the **Vehicle**.

If the spare tyre and/or basic tools to change the spare tyre are not available and/or are not in good condition, **we** will bear the costs of towing the **Vehicle** to the nearest vulcanizer, repair shop or **Usual Place of Residence**, whichever is chosen by **you**.

This coverage does not include supplies of the spare tyre, elements or materials in general.

In the event that the **Vehicle** has two or more flat tyres at the same time, **we** shall bear the costs of towing the **Vehicle** to the nearest vulcanizer, repair shop or **Usual Place of Residence** whichever is chosen by **you**.

Provided that in the event that the **Vehicle** is located outside of **Malta** but within Europe, the **Usual Place of Residence** referred to above shall be taken to refer to the closest accommodation facilities but subject to the limitations and limits under paragraph 9 of this Section.

7. FUEL DELIVERY

In the event that the **Vehicle** runs out of fuel, **we** will bear the cost of delivering up to 5 litres of fuel.

Fuel expenses will always be assumed by **you**.

If **you** require the fuel delivery more than once during the period of insurance, a fee of € 30.00 will be charged as cost of the service.

8. LOCKSMITH SERVICE

In the event that the **Vehicle** keys are locked inside the **Vehicle**, the **Company** will provide a locksmith service on the condition that this service is carried out at **your** own risk. Therefore, **We** and/or the **Company** will not be responsible for any damages to the **Vehicle**.

If **you** require the locksmith service more than once during the period of insurance, a fee of €30.00 will be charged as cost of the service.

In case the **Vehicle** cannot be opened due to dead lock devices and/or other modifications for security reasons, **we** will bear the costs of towing the **Vehicle** to a repair shop or destination as recommended by **you** or the **authorised driver** of the **Vehicle**.

9. SPECIAL CONDITIONS FOR EUROPEAN ROADSIDE ASSISTANCE

Notwithstanding anything to the contrary under Section 6 of this **Policy**, in case **your Vehicle** is located outside **Malta** but within Europe, the following limits and limitations shall apply:

- i. the period of cover under Section 6 of this **Policy** shall be deemed to be either the period between the date of departure and date of return to Malta in accordance with the ferry return ticket or a maximum of 14 days from the date of departure from Malta, whichever is shortest;
- ii. Any of the towing services which may be required to be provided to the **Vehicle** in terms of Section 6 of this **Policy** shall be limited to either the towing of the **Vehicle** to the nearest garage/repair shop up to a maximum distance of 350km from the location of the **breakdown** or **accident** or up to a maximum towing service charge of €300.

In addition, in the event that repairs to the **Vehicle** are necessary during the aforementioned period of cover and the **Vehicle** cannot be used for at least 72 consecutive hours from the time of the **breakdown** or **accident**, **we** will pay **you** €50 per day for a maximum period of 3 days (maximum €150) for alternative accommodation purposes.

WHAT IS NOT COVERED UNDER THIS SECTION (SEE ALSO GENERAL EXCLUSIONS):

The consequences of the following events shall in general be excluded from all covers under this section:

- i. The results when the driver of the **Vehicle** is found in any of the situations that are indicated below:
 - a. the state of intoxication or under the influence of drugs, toxins or narcotics not medically prescribed. For these effects, one is under the effect of alcoholic drinks when the degree of alcohol in the blood is greater than that authorised by the legislation on traffic, motor vehicle circulation, road safety, or similar;
 - b. Lack of permission or corresponding license for the category of the **Vehicle** or violation of the sanction of cancellation or withdrawal of them.
- ii. Those resulting from the illegitimate removal of the **Vehicle**;
- iii. Those occurring when **you** or the driver of the **Vehicle** breaches the regulations in terms of the requirements and number of people transported, the weight or measurements of the objects or animals transported or the way in which they are disposed, provided that said breach is the determining cause of the loss;
- iv. Those that are produced while the **Vehicle** lacks documentation or requisites (including the Technical Inspection of the Vehicles and Obligatory Insurance) legally necessary to circulate on public roads;
- v. Those caused by fuel, mineral essences, and other inflammable, explosive or toxic materials transported in the **Vehicle**;
- vi. In the case that the **Vehicle** is an ambulance, the injured who are transported or in the case of a hearse, the deceased who is transported;
- vii. Those caused by extraordinary natural phenomena such as earthquakes, landslides, volcanic eruptions, atypical cyclonic storms, falling objects from space and aerolites, and in general any extraordinary atmospheric, meteorological, seismic or geological phenomenon;
- viii. Those arising from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- ix. Those directly or indirectly caused by or contributed to or arising from ionizing radiation, contamination by radioactivity from any nuclear fuel or from any nuclear waste, from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

In addition to the aforementioned exclusions, the following services are not covered by this Section:

- i. Assistance provided outside car parks, urban streets, motorways, national highways and regional and local roads, provided the vehicle cannot be driven to the nearest workshop;
- ii. Assistance if the **Vehicle** is below road level, on sand or in the sea or any other place where a towing truck cannot enter;
- iii. Assistance to any occupants of the **vehicle** who are hitchhikers being transported free of charge;
- iv. The cost, transport or withdrawal of cooling fluids, lubricants or other substances that are necessary for the **Vehicle's** due operation;
- v. The replacement of wheel rims;
- vi. Expenses for opening doors or other means of access to the **Vehicle**;
- vii. The cost, transport or removal of fuel, refrigerants, lubricants and other substances necessary for the functioning of the **Vehicle**;
- viii. In general, all consequences of any events caused directly or indirectly by **your** bad faith or that of the driver of the **Vehicle** are excluded from coverage of the guarantees hereof;
- ix. Any services agreed upon by **you** or the driver of the **Vehicle** on **your** own account shall not be covered hereby if **we** or the **Company** is not previously notified or do not give their consent thereto;
- x. **We** and the **Company** shall be released of all liability when it is unable to carry out any of the services specifically covered by this **Policy** owing to force majeure.

SECTION 7 – MOTORMAX

1. DEFINITIONS APPLICABLE TO THIS SECTION

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 in this Section unless the context requires otherwise:

Contractor means HandsOn Systems Limited of 10, Triq I-Industrija, Qormi QRM 3011, Malta.

Data means all records of how, where and when **your vehicle** is driven in Malta as gathered by the **Device** during the period of insurance and transmitted to the **Contractor**.

Device means the electronic equipment (including connections, and related wiring) which records and transmits **your vehicle's** usage data to the **Contractor** and is installed in **your vehicle** by the **Contractor** or **our** agents. The **Device** shall remain **our** property.

Motormax Factor means the collation of historical **Data** with respect to **your vehicle** calculated in accordance with a specific formula. **You** can access the details of the **Motormax Factor** from the **Mobile Application** and/or the dedicated **Web Portal**.

Mobile Application and/or Web Portal means the secure portal which **you** can access by means of **your** personal login details and which displays **your Data** generated by **your** driving behaviour. Login details will be sent to **you** by email after **you** have purchased a policy and installed the device.

Cover under this **Section** shall be provided only if:

- the **Device** is installed in **your vehicle** and is operational at all times;
- the **Device** is not modified, altered, tampered with by any person;
- the **vehicle** is driven by any **authorised driver** as described in the Schedule;

2. INSTALLATION

The installation of the **device** in **your vehicle** shall be made within five (5) business days from the date of inception of the **Policy**.

You are required to adhere to the instructions which **we** and/or **the Contractor** provide **you** in connection with the installation of the **Device**.

We shall contact **you** to confirm time and location for the installation of the **Device** in **your vehicle**. It is **your** responsibility to ensure that any other party who has an interest in the ownership of **your vehicle** has agreed that the **Device** can be installed in **your vehicle**. It is also **your** responsibility to inform any **Authorised Driver** that the vehicle has a **Device** installed prior to allowing them to drive.

At the installation, **you** will be required to present your Certificate of Motor Insurance to the **Contractor**, in order to have the **Device** installed.

In the event that the **Device** is not installed in **your vehicle** within the period of five (5) business days due to a reason which is solely attributable to **you**, then **you** will be required to pay for any costs which **we** may incur to reschedule the installation date of the **Device**. If **the Device** is not installed on the rescheduled date, then **your Policy** shall be cancelled. . In the event that the **Policy** is cancelled, **we** may agree to issue a standard replacement policy at the usual premium charged by **us** and if **you** accept, **you** will be obliged to pay us the difference in premium and the stamp duty required to effect the change in policy.

3. TAMPERING

You will not, nor will **you** permit any other person to tamper with, dismantle, remove the SIM, relocate or make any alterations, additions or improvements, to the **Device** or any part thereof or the GPS/GSM signal that is emitted from the **Device**.

Tampering with the **Device** will invalidate the cover provided under this Section and **your Policy** may be cancelled. In the event that any one of the tamper seals is found to be broken, this shall constitute sufficient evidence that the **Device** has been tampered with. Damage or loss caused by any form of tampering or non-permitted interaction with the **Device** is not covered by the **Policy**

If following an investigation **you** or anyone else is found to have tampered with the **Device** **you** will be required to pay for any reasonable costs **we** may incur including de-installing, repairing or replacing the defective **Device** or parts thereof.

4. CANCELLATION OF YOUR POLICY AND DAMAGE TO/LOSS OF THE DEVICE

In the event of cancellation or non-renewal of the **Policy**, **we** will contact **you** to arrange a convenient time and location for the removal of the **Device** from **your vehicle**.

The **Device** is to be returned in the same condition as to which it was installed save for any reasonable wear and tear together with all accessories and documentation delivered to **you** upon installation.

Whilst being installed in **your vehicle**, **you** shall immediately inform **us** in the event of damage to, loss of or malfunction of the **Device**.

If at any time **you** no longer wish to use the **Device** and benefit from the cover provided under this **Policy**, **We** shall cancel the **Policy**. In addition:

- **You must** present yourself on an agreed date and time at the **Contractor's** premises for the removal of the **Device** together with all accessories and documentation delivered to **you** upon installation;
- The **Device** is found to be in the same condition as to which it was installed save for any reasonable wear and tear; and
- **You must** refund **us** with the special discount on the premium which **you** have benefitted from when you purchased the **Policy**.

During the duration of this **Policy**, **you** shall remain responsible for any damage to the **Device** arising directly or indirectly as a result or consequence of any intentional or malicious act or omission.

5. PREMIUM ADJUSTMENT

The **Data** transmitted by the **Device** shall be collected and processed to produce statistical **Data** on the driving behaviour of the **Authorised driver(s)** of the **vehicle**. The premium charged upon renewal of the **Policy** may be adjusted in accordance with the results of the **Motormax Factor** as recorded and displayed to **you** on the **Mobile Application** and **Web Portal**.

In making such assessment, consideration to the following driving aspects on distances travelled within Malta shall be given:

- Distance travelled (in kilometres);
- Distance travelled (in kilometres) at night
- Percentage of distance travelled over the speed limit.

In order to benefit from the **Motormax Factor**, a minimum **Data** pool equivalent to six (6) months is required in any one period of insurance. In the event that the **Motormax Factor** is calculated on a period less than twelve (12) months the discount applied will be reduced pro rata as to time.

We shall not be responsible for inaccurate or incomplete **Data** collection in the event of the happening of any of the following:

- Faulty connection of the GPS system;
- Faulty connection of the GSM network or free cutting or mutilation of the GSM-GPRS antenna;
- The downgrade of cartographic databases around the territorial scope;
- Crossed transmission of GPS, GSM and GPRS signals.

6. USE OF DEVICE DATA

For the purpose of providing **you** with the cover under this **Policy**, the **Data** controller for any personal data you supply or is recorded by the **Device** is the **Contractor**. The **Data** will be kept by the **Contractor** in the strictest confidence and will only be passed on to other parties solely for the detection, prevention and suppressing of fraud. The **Contractor** shall process all **Data** collected in accordance with the Data Protection Act, 2001.

You can access the **Data** generated by the **Device** through the **Mobile Application** and/or dedicated **Web Portal**.

By signing the proposal form, **you** have given **your** consent (on **your** behalf and on behalf of other person(s) as stated in the **Schedule**) to the **Contractor** to provide the following **Data** to **us** for the purposes listed below:

- i. Collision in Malta involving **your vehicle**: In the event of an impact being greater than 4g deceleration (1g corresponds to 9.8m/s^2) for vehicles up to 3,500kg, the exact location of **your vehicle** and the speed recorded over a period of time not exceeding one minute prior to the impact and accelerations for each hundredth of a second for three seconds prior to and following the impact, will be immediately transmitted to the **Contractor** by the **Device**. In turn, the **Contractor** shall also transmit this **Data** to **us** and the roadside assistance service provider which will deal with the alert in accordance with its standard procedure.

The **Data** collected may be utilised towards establishing the causes of an impact, and any circumstances affecting the determination of liability in the event of a claim under the **Policy**.

- ii. Theft of **your vehicle**: In the event that you lodge a claim with **us** for theft, suspected theft or unauthorised removal of **your vehicle**, the **Contractor**, upon receiving **our** request, shall attempt to locate **your vehicle** and communicate the location of **your vehicle** to **us**. In the event that **your vehicle** is located, **we** shall inform the Police for them to recover **your vehicle**. The location of **your vehicle** by this method is not guaranteed and, without prejudice to **your** cover under the **Policy**, **we** and/or the **Contractor** shall not be held liable for any costs and/or losses which **you** may incur due to the failure to locate **your vehicle**.

We may communicate this data (under paragraph (i) and (ii)) or any part thereof to the Police Force and/or emergency rescue or assistance services, if required.

- iii. **Motormax Factor**: the **Data** related to the resultant **Motormax Factor** shall be submitted to **us** by the **Contractor** prior to the renewal date of the **Policy** to allow **us** to calculate the premium payable upon the renewal thereof.

GENERAL EXCLUSIONS

THESE GENERAL EXCLUSIONS APPLY TO ALL SECTIONS OF THE POLICY

We shall not be liable in respect of:

- i. Any accident, injury, loss, damage or liability occurring while **your vehicle** insured by this **Policy** is:
 - a. used outside the **Territorial Limits** other than in accordance with the provisions of the definition of **Territorial Limits** and of Section 5 (Use Outside Malta);
 - b. used for any purpose not permitted by the **Schedule**;
 - c. driven by any person not described in the **Schedule**;
 - d. 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;
 - e. 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;
 - f. 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 (b.), (c.), (d.), (e.) and (f.), **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 (Liability to Others) of the **Policy** in accordance with the **Legislation**, **we** will have the right to recover any sum so paid by us from that person.

- ii. Any liability accepted under any agreement unless **you** would have been liable without the agreement.
- iii. Any loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:
 - a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - c. any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 - d. pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.
- iv. Any loss damage liability or expense directly or indirectly caused by or contributed to by or arising from Nuclear Energy Risks.

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

- a. 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;
- b. all Property, on any site (including but not limited to the sites referred to in (a) above used or having been used for:
 - a. The generation of nuclear energy; or
 - b. The Production, Use or Storage of Nuclear Material;
- c. 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;

- d. the supply of goods and services to any of the sites, described in (a) to (c) above, unless such insurances or reinsurances shall exclude the perils of irradiation and contamination by Nuclear Material.

Nuclear Material means:

- a. 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
- b. 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:

- a. any Nuclear Reactor;
- b. 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
- c. 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:

- a. 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
- b. for non-reactor Nuclear installations, any area where the level of radioactivity requires the provision of a biological shield.

- v. Any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following:
 - a. war, invasion, acts of foreign enemy, hostilities or warlike operations (whether war be declared or not),
 - b. 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,
 - c. 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 **Policy**, the burden of proving the contrary shall be upon **you**.

- vi. Any accident, injury, loss or damage (except under Section 1 (Liability to Others) and unless shown as applicable in the **Schedule** (4.12) under Sections 2 (Fire & Theft Damage to your Vehicle) or 3 (Loss or Damage to your Vehicle) arising out of or as a consequence of earthquake, volcanic eruption, subterranean fire or any other such convulsion of nature.
- vii. **Airside** use of **your vehicle** unless agreed otherwise by **Endorsement**.
- viii. Any loss or damage directly caused by or liability arising from:
 - a. the failure of any electronic equipment to correctly recognise, accept, respond to or process any data or part of a data or any data or instruction;
 - b. 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

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.

Any reference or use of the words ACCIDENT and CLAIM anywhere in this policy means an accident and/or claim arising out of one occurrence.

3. CLAIMS – YOUR DUTIES

You or **your** legal representatives must:

- a. 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
- b. 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
- c. 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

- a. **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;
- b. **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;
- c. If **you** are not entirely satisfied with the protection provided by the **Policy** **you** have purchased from **our** website, **you** have a right to cancel the said **Policy** within 14 days of the date of issue or receipt of the terms and conditions, provided **you** would not have lodged a claim under the **Policy**. **We** will refund **you** the **Policy** premium **you** have paid but not the government stamp duty. Notification in writing together with the **Policy** **Schedule** and Certificate of Motor Insurance must be mailed to **us**.

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 (Liability to Others) of this **Policy** arising from accidents between **Maltese** residents whether occurring in **Malta** or within any permitted territory described in Section 5 (Use Outside Malta) 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

We are 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.

How to complain

Step 1 – Contacting us

The first step is to talk to a member of **our staff** or to the intermediary if **your** Proposal was arranged through one. 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 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 2 working days.

Step 2 – Taking your complaint further

If **you** are still unhappy the next step is to put **your** complaint in writing, addressing it to **our** Complaints Officer, 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 then asked to sign. **You** will be provided with a copy for **your** own reference. This record will be passed promptly to the Complaints Officer to deal with.

Once **our** Complaints Officer receives a written complaint, s/he will arrange for it to be fully investigated. **Your** complaint will be acknowledged in writing within 5 days of receiving it and the letter will say when **you** can expect a full response. This should normally be within 3 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 elsewhere

If **you** are still not satisfied with the Complaints Officer's response, **you** can always seek advice elsewhere. **You** may contact the Consumer Complaints Manager at the Malta Financial Services Authority on 8007 4924 or 21441155.

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

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