

# LANDLORD

INSURANCE POLICY



**Gasamamo**  
INSURANCE

*We're always there*

# Landlord Insurance

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

# The Contract of Insurance

Your GasanMamo **Landlord** Insurance policy document is made up of this booklet, **the schedule** and any **endorsements** shown on your schedule. Your GasanMamo **Landlord** Insurance policy is a contract between **us, GasanMamo Insurance** and **you, the Policyholder**. It is formed by your application form and this policy document.

**We** will insure **you** against loss, damage or legal liability which may happen during any **period of insurance** which **you** are covered for. This is based on the information **you** give **us** and the declaration **you** made in the application form. It also depends on the terms of the policy.

The policy document describes the property insured and sets out all the circumstances when **you** can make a claim. It tells **you** how **we** settle claims and the maximum amounts **we** will pay.

Insurance policies do not cover **you** against every loss. For example, **you** cannot claim if the only damage is wear and tear caused by normal everyday use. The policy document also explains the **exclusions** - the things **you** are not covered for.

There are also certain conditions which **you** must meet. For example, **you** must keep your property in a good state of repair and take all reasonable steps to prevent injury, loss or damage.

**On behalf of GasanMamo Insurance Ltd.**

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

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

**You** must tell **us** about any changes which affect your policy and which have occurred either since the policy started or since the last renewal date. If **you** are not sure whether certain facts are relevant please ask your Insurance Advisor. If **you** don't tell **us** about relevant changes, your policy may not be valid or the policy may not cover **you** fully.

**You** should keep a written record (including copies of letters) of any information **you** give to **us**, or your Insurance Advisor when **you** renew this policy.

**Registered in Malta: No. C3143.**

**Registered Office:**

**Head Office, Msida Road, Gzira GZR 1405, Malta.**

# Definitions

Each time **we** use one of the words or phrases listed below, it will have the same meaning wherever it appears in **bold** in your policy.

**1. The Policyholder/You/ Landlord**

The person or people shown on **the schedule** under 'Name of Policyholder'.

**2. We/Us/GasanMamo Insurance**

GasanMamo Insurance Ltd.

**3. Malta**

The islands of **Malta**, Gozo and Comino

**4. Building(s)**

The house /apartment and share of **common areas**, owned by **you** and let to **tenants** through a lease agreement to be used as a residential dwelling including fixtures and fittings, interior decorations, aerials and masts, satellite dishes, solar water heaters, water storage tanks, burglar alarm systems, domestic air-conditioning equipment, passenger lift, generator, photovoltaic panels, outbuildings, garages and greenhouses all designed and used for domestic purposes only, unless otherwise stated in **the schedule**, swimming pools and related equipment and machinery, tennis courts, terraces, patios, driveways, footpaths, walls (including rubble walls), gates, hedges and fences.

**5. Common areas**

Areas not owned by **you**, but shared by all owners or **tenant(s)** of the **buildings** unless described differently by **endorsement**.

Common areas may include recreation facilities, outdoor space, parking, landscaping, fences, lifts, laundry rooms and all other jointly used space.

**6. Landlord's Contents**

All contents, belonging to **you** including fitted kitchen furniture and built-in appliances which form part of the fitted units, however excluding valuables (defined as furs, jewellery, articles containing precious metals or stones, gold or silver articles, curios, clocks, watches, personal adornments, works of art, paintings, pictures, stamp, coin or medal collections), clothing, pedal cycles and any other contents belonging to **tenant(s)**.

**7. Tenant(s)**

The occupier/s of your insured property as noted in your **contract of lease**.

**8. Contract of lease**

A written agreement, between **you** and the **tenant(s)**, defining the terms and conditions of the rental of your property. This agreement will include the following minimum information:

- a) the property to be leased;
- b) the date the tenancy began and the duration of the tenancy;
- c) the amount of **rent** payable, how often and when it should be paid;
- d) the agreed use of the property let;
- e) an inventory of all **Landlord's contents**.

**9. Rent / Rent receivable**

The amount of money receivable on a weekly, monthly or yearly basis as noted in the **contract of lease** held between **you** and the **tenant(s)**.

**10. Rent Arrears**

Money owed to **you** by the **tenant** under the **contract of lease**, less the agreed deposit.

**11. Motor Vehicle**

Mechanically or electrically propelled vehicles (other than domestic garden equipment), caravan, aircraft or watercraft.

**12. Amount Insured**

The **amount insured** as shown on **the schedule** is the maximum amount payable (depending on any special conditions shown in this policy booklet) for all claims which happen because of any one incident. This maximum amount is not reduced if **we** pay a claim.

The **amount insured** under Part A must be adequate to rebuild your **buildings** as new including the cost of professional fees, site clearance costs and costs which **you** must pay by law.

The **amount insured** under Part B of your policy must be enough to replace the insured items as new, taking into account the basis of settlement described in the Claims Settlement section.

**13. The schedule**

**The schedule** is part of this policy. Whenever there is a change in the terms of your insurance contract, **you** will be given a fresh schedule. **The schedule** gives details of **the policyholder**, the **period of insurance**, the property insured, the **amounts insured**, any **endorsements**, and the insured address.

**14. Period of insurance**

Any length of time which **we** have accepted your premium for, as shown on your latest schedule.

**15. Endorsement(s)**

A change to the terms of the policy. If **you** have any **endorsements** there will be reference numbers for them on your latest **schedule**.

**16. Unoccupied**

This is when your **buildings** are not lived in for more than 30 consecutive days.

**17. Exclusion(s)**

Something your policy does not cover **you** for.

**18. Employee(s)**

Any individual under a contract (written or otherwise) of service or apprenticeship with **you** in regard to whom **you** have given notice of such employment to the competent public authorities, including such notice as is required to be given by fiscal and employment legislation.

# Part A - Buildings

## Claims Settlement

**We** can choose to:

1. pay the cost of work carried out to rebuild, replace or repair your **buildings**; or
2. arrange for your **buildings** to be rebuilt, replaced or repaired; or
3. pay **you** cash based on our estimate of the cost to rebuild, replace or repair your **buildings**; or
4. if **you** choose not to rebuild or repair your **buildings we** can choose to pay the difference between the market value of the **buildings** immediately before the loss or damage happened and the market value of the **buildings** immediately after the loss or damage happened. However, this must not be more than the cost to rebuild or repair the **buildings**.

for any loss or damage as a result of any of the circumstances listed under Section 1 - Insurance for **Buildings**.

If at the time of loss or damage, the **amount insured** for your **buildings** is less than the cost of rebuilding them as new, **we** will only pay the following fraction of any claim that **we** accept:

### Amount insured

Rebuilding cost

For example, if the **amount insured** is only three quarters of the total rebuilding cost, **we** will only pay three quarters of the claim. **We** will not pay any extra cost of extending or improving your **buildings** once they are rebuilt as new.

### **Matching of items**

**We** will not pay for the cost of altering or replacing any items or parts of items which are not lost or damaged and which form part of a set, suite or other article, of the same type, colour or design.

# Section 1 - Insurance for Buildings

Under this section your **buildings** are insured against loss or damage caused by the following:

## Special Exclusions (See also General Exclusions).

1. Fire	No special <b>exclusions</b>
2. Explosion	No special <b>exclusions</b>
3. Smoke	loss or damage caused by: a. agricultural or industrial operations b. any gradually operating cause
4. Lightning and Thunderbolt	No special <b>exclusions</b>
5. Earthquake	No special <b>exclusions</b>
6. Theft or attempted theft	Loss or damage if the <b>buildings</b> are <b>unoccupied</b>
7. Riot, civil commotion, labour and political disturbances, vandalism and acts of malicious persons	a. Loss or damage if the <b>buildings</b> are <b>unoccupied</b> - see Important Note b. €250 in respect of each and every claim
8. Water escaping from any fixed plumbing installation, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank	a. The first €35 of each and every claim b. Loss or damage to the fixed plumbing installation c. Loss or damage if the <b>buildings</b> are <b>unoccupied</b>
9. Oil leaking from any fixed heating installation, pipes or apparatus	a. The first €35 of each and every claim b. Loss or damage to the tank, pipes or apparatus itself if caused by normal wear and tear c. Loss or damage if the <b>buildings</b> are <b>unoccupied</b>
10. Storm or flood	a. The first €35 of each and every claim b. Loss or damage to gates, hedges or fences c. Loss or damage caused by subsidence, heave or landslip d. Loss or damage caused by humidity, condensation and damages as a result of ingress of water
11. Falling Trees	The first €35 of each and every claim
12. Impact with your building by any vehicle or animal	Loss or damage caused by insects, birds or domestic pets
13. Aircraft and other aerial devices or articles dropped from them	No special <b>exclusions</b>
14. Breakage or collapse of television and radio aerials, satellite dishes, aerial fittings and masts including any damage thereto up to a maximum limit of €500	No special <b>exclusions</b>

### The most we will pay under this Section

This is the **amount insured** as shown on your latest schedule for **buildings**.

## Section 2 - Insurance for Glass and Sanitary Fixtures

We will pay the cost of replacing the following if they are accidentally damaged:

1. Fixed glass in windows, doors, fan lights and sky-lights, solar panel units and shower screens.
2. Sanitary fixtures, fixed wash basins, sinks, toilets, shower trays and baths.

### Special Exclusions

(See also General **Exclusions**).

- a) Damage caused when your **buildings** are **unoccupied** - see Important Note.
- b) The first €100 of each incident.

### The most we will pay under this Section

This is the **amount insured** as shown on your latest schedule for **buildings**.

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## Section 3 - Insurance for Underground Services

We will pay the cost of replacing or repairing underground service pipes and cables for which **you** are legally responsible and which break accidentally.

### Special Exclusions

(See also General **Exclusions**).

- a) Any costs for clearing a blockage which has not directly resulted in the service pipe breaking.
- b) Any damage caused to service pipes or cables while clearing or attempting to clear a blockage.

### The most we will pay under this Section

This is the **amount insured** as shown on your latest schedule for **buildings**.

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## Section 4 - Insurance when you are selling your Building

When **you** have agreed to sell your **building**, the buyer will have the benefit of the insurance provided under Part A of this policy if any loss or damage happens. However, this only lasts until 'completion' of sale.

The insurance provided under Part A of this policy does not affect your rights and liabilities, or ours.

### Special Exclusions

(See also General **Exclusions**).

The buyer will not have any benefit provided under this section if the **buildings** are insured under any other policy.

### The most we will pay under this Section

This is the **amount insured** as shown on your latest schedule for **buildings**.



# Section 5 - Insurance for Professional Fees and Other Costs

## Professional fees

**We** will pay architects' fees, surveyors' fees, and legal fees necessary to rebuild, replace, or repair your **buildings** after loss or damage insured by this policy.

## Clearance Costs

**We** will pay the cost of removing debris, dismantling, demolishing, shoring-up or propping up your **buildings** after loss or damage which is insured by this policy. **You** must get our permission before any work of this kind begins, unless the work must be done immediately in the interests of safety.

## Costs which you must pay by law

**We** will also pay the cost of meeting **building** and Government regulations and local authority bye-laws after loss or damage which is insured by this policy.

## Special Exclusions

(See also General **Exclusions**).

- a) Any fees **you** incur when **you** prepare a claim.
- b) Costs of meeting Government or local authority regulations if they told **you** about these regulations before the loss or damage happened.
- c) Costs for any part of your **buildings** which are not damaged.

## The most we will pay under this Section

This is the **amount insured** as shown on your latest schedule for **buildings**.

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# Section 6 - Trace and Access

**We** will settle your claim, as explained in the Claims Settlement, in respect of the reasonable and necessary cost of finding the source of leak, including the making good of any damage caused during the search, following loss or damage by any of the circumstances listed under paragraph 8 to 10 in Section 1 of Part A.

## Special Exclusions

(See also General **Exclusions**).

Loss or damage caused by wear and tear.

## The most we will pay under this Section

This is €1,000.

# Section 7 - Loss of metered water

We will settle your claim, as explained in the Claims Settlement, for loss of metered water occurring in the **buildings** following accidental damage to the fixed plumbing or water installation or fixed heating installation.

## No Special Exclusions

(But see General **Exclusions**).

## The most we will pay under this Section

This is €600.

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# Section 8 - Insurance for locks and keys

We will pay the cost of replacing locks and keys for the doors of your **buildings**, if the keys of these locks have been lost or stolen.

## Special Exclusions

The first €35 of each and every claim

## The most we will pay under this Section

This is €600.

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# Important Note

Insurance when your **buildings** are **unoccupied**

When your **buildings** are **unoccupied**, your policy operates as follows:

1. for up to 30 consecutive days insurance protection as described in Section 1 - Insurance for **buildings**.
2. after 30 consecutive days insurance protection as described in Section 1 - Insurance for **buildings** except for:
  - a) breakage of or damage to fixed glass and sanitary fixtures.
  - b) loss or damage caused by theft or attempted theft, vandalism or acts of malicious person but **you** are insured for loss or damage caused by fire, explosion or smoke.
  - c) damage caused by water escaping from any fixed plumbing installation, washing machine, dish washer, refrigerator, freezer, water bed or fish tank.
  - d) oil leaking from any fixed heating installation, pipes or apparatus.

# Part B - Landlord's Contents

## Important

Part B of your policy only applies if **you** have chosen to insure your Contents and the caption **Landlord's Contents** is shown on your latest schedule.

**You** are covered by the insurance provided under Part B during the **period of insurance**. However, this depends on the limits and Special **Exclusions** (shown in Part B - Contents), General **Exclusions** and General Conditions.

## Claims Settlement

If your contents are lost or damaged in any of the circumstances explained in the appropriate section of your policy, **we** can choose to:

1. pay the cost of repairs; or
2. arrange for repairs; or
3. pay the cost of an equivalent replacement; or
4. give **you** an equivalent replacement; or
5. pay **you** cash based on the cost of repairs; or
6. pay **you** cash based on the cost of an equivalent, with an amount taken off for wear and tear if **you** do not intend to replace.

### Matching of Items

**We** will not pay for the cost of altering or replacing any items or parts of items which are not lost or damaged and which form part of a set, suite or other article of the same type, colour or design.

# Section 1 - Insurance for Landlord's Contents

**We** will settle your claim as explained in the Claims Settlement if your contents are lost or damaged while in the **building**.

**You** are insured if this loss or damage is caused by any of the following:

	<b>Special Exclusions</b> (See also General <b>Exclusions</b> ).
1. Fire	No special <b>exclusions</b>
2. Explosion	No special <b>exclusions</b>
3. Smoke	loss or damage caused by: <ol style="list-style-type: none"> <li>agricultural or industrial operations</li> <li>any gradually operating cause</li> </ol>
4. Lightning and Thunderbolt	No special <b>exclusions</b>
5. Earthquake	No special <b>exclusions</b>
6. Theft or attempted theft	<ol style="list-style-type: none"> <li>Loss or damage if the <b>buildings</b> are <b>unoccupied</b> - see Important Note</li> <li>€250 in respect of each and every claim</li> </ol>
7. Riot, civil commotion, labour and political disturbances, vandalism and acts of malicious persons	<ol style="list-style-type: none"> <li>Loss or damage if the <b>buildings</b> are <b>unoccupied</b> - see Important Note</li> <li>€250 in respect of each and every claim</li> </ol>
8. Water escaping from any fixed plumbing installation, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank	<ol style="list-style-type: none"> <li>The first €35 of each and every claim</li> <li>Loss or damage to the fixed plumbing installation</li> <li>Loss or damage if the <b>buildings</b> are <b>unoccupied</b> - see Important Note</li> </ol>
9. Oil leaking from any fixed heating installation, pipes or apparatus	<ol style="list-style-type: none"> <li>The first €35 of each and every claim</li> <li>Loss or damage if the <b>buildings</b> are <b>unoccupied</b> - see Important Note</li> </ol>
10. Storm or flood	<ol style="list-style-type: none"> <li>The first €35 of each and every claim</li> <li>Loss or damage to gates, hedges or fences</li> <li>Loss or damage caused by subsidence, heave or landslip</li> <li>Loss or damage caused by humidity, condensation and damages as a result of ingress of water</li> </ol>
11. Falling Trees	The first €35 of each and every claim
12. Impact with your <b>building</b> by any vehicle or animal	Loss or damage caused by insects, birds or domestic pets
13. Aircraft and other aerial devices or articles dropped from them	No special <b>exclusions</b>

## **The most we will pay under this Section**

The **amount insured** as shown on your latest schedule for contents.

## Section 2 - Insurance for Landlord's Contents in the open

We will settle your claim, as explained in the Claims Settlement, if your contents are lost or damaged while outside but still within the boundaries of the land belonging to your **buildings**. This loss or damage must be caused by any of the circumstances listed in Section 1 of Part B.

### Special Exclusions

(See also General **Exclusions**).

- a. The first €35 of each incident.
- b. Loss or damage during removals.
- c. Any Special **Exclusion** listed in Section 1 of Part B.

### The most we will pay under this Section

This is €1,500.

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## Section 3 - Insurance for Mirrors and Glass

We will settle your claim as explained in the Claims Settlement, if mirrors, glass tops, ceramic hobs or fixed glass in furniture are accidentally broken.

### Special Exclusions

(See also General **Exclusions**).

The first €100 of each incident

### The most we will pay under this Section

This is €1,500

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## Section 4 - Fire Extinguishing Expenses

We will settle your claim, as explained in the Claims Settlement, for the cost of replenishing fire fighting appliances and accidental destruction to such appliances following a fire.

### No Special Exclusions

(But see General **Exclusions**).

### The most we will pay under this Section

This is €250.

# Part C - Rent Guarantee

## Important

Part C of your policy only applies if **you** have chosen to insure the **Rent Receivable** and the caption **Rent Guarantee** is shown on your latest schedule.

**You** are covered by the insurance provided under Part C during the **period of insurance**, however, this depends on the limits, Special Conditions, Special **Exclusions** (shown in Part C), General **Exclusions** and General Conditions.

## Section 1 - Loss of Rent

With this option, **we** will cover the loss of **rent** if your **buildings** or sections of your **buildings** suffer loss or damage and are uninhabitable as a result.

This cover will operate:

1. if loss or damage to your **buildings** or **Landlord's contents** occurs as a result of an incident as listed in Sections 1 or 2 of your policy or,
2. if access to your **buildings** is prevented due to loss or damage to other property located near your **buildings**.

**We** will also provide cover for up to two weeks **rent**, or €250, whichever is the less, after a death of a sole **tenant** that occurs before the end of the tenancy period. Cover will start from the date of death of the sole **tenant** and will not operate if the sole **tenant** had given **you** or your agent notice of termination of the **contract of lease** prior to his death.

### Special Condition

- a) **We** will only cover loss of **rent** while your **building** is uninhabitable.
- b) Cover will stop immediately if your **building** is leased again.
- c) Cover will only operate if your **building** is leased on a long term contract of at least 6 months duration.

### Special Exclusions

(See also General **Exclusions**)

**Rent receivable** for the first 7 days when your property becomes uninhabitable.

### The most we will pay under this Section

The value of the monthly **rent receivable**, payable up to the maximum period as shown in your last schedule.

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# Section 2 - Rent Default

With this option, **we** will cover:

1. non-payment of **rent** which is due in accordance with your **contract of lease**;
2. legal costs and fees **you** incur in order to legally evict a **tenant** following **rent** default or when recovering amounts owed to **you** by a **tenant** unless costs are solely to recover excesses that apply for claims under this policy.

## This cover will operate:

- a) if your **tenant** leaves your **buildings** before the end of the tenancy period of your **contract of lease**, without giving **you** or your agent notice or;
- b) if your **tenant** is legally evicted from your **building** or;
- c) if your **tenant** stops paying **rent** owed to **you** or your agent.

## Special Conditions

- a) Cover for **rent** default will not apply if the **rent** is in arrears at the commencement date of this insurance.
- b) This cover will not commence until the **tenant** has paid a minimum of the equivalent of one month's **rent**.
- c) **We** will not pay a claim if your **tenant** leaves the **building** with, or without notice, because **you** have failed to adhere to your obligations under your **contract of lease**.
- d) **We** will only pay your legal costs if **we** agree to pay them before they are incurred.
- e) If your **buildings** are vacated **you** shall use reasonable endeavours to mitigate the loss by seeking alternative **tenant(s)**.
- f) Cover will only operate if the **building** is leased on a long term contract of at least 6 months duration.
- g) If **rent** is overdue, **you** must contact the **tenant** in writing within 7 days requesting immediate payment. If within 7 days from your written request the **rent** remains overdue, **you** must take reasonable steps in accordance with your **contract of lease** or your rights at law, to remedy the breach. If the **tenant** cannot be traced, **you** must inspect the property as per conditions and obligations under the **contract of lease**. **You** must retain copies of all correspondence exchanged.

## This cover will stop immediately

- a) if your **building** is leased again or;
- b) when the term of your **contract of lease** ends;

whichever occurs the earlier.

## Special Exclusions

(See also General **Exclusions**)

- a) The first 1 month of outstanding **rent** and;
- b) The deposit as shown in your **contract of lease**.

## The most we will pay under this Section

The monthly **rent receivable**, as shown on your current **contract of lease** or on your latest schedule, whichever is the less, however, this amount will not exceed the equivalent of 3 months' **rent**.

# Part D - Legal Liabilities

## Important

Part D of your policy only applies if **you** have chosen to insure your legal liabilities and the caption legal liabilities is shown on your latest schedule.

## Insurance for your Liability as the Owner of your Buildings

As **you** are the owner of your **buildings**, **we** will insure **you** for all sums which **you** become legally liable to pay for following accidents happening in and around your **buildings**.

These accidents must result in:

1. bodily injury to, or illness of any person; or
2. loss of or damage to property.

### Special Exclusions

(See also General **Exclusions**).

### We will not cover any:

- a) personal injury to **you**, or any member of your family who normally lives with **you**, or anyone else who normally lives with **you**;
- b) personal injury to any person **you** employ where that injury arises from their employment with **you**;
- c) loss or damage to property that belongs to **you**, or is under your control, or any member of your family who normally lives with **you**, or anyone else that normally lives with **you**;
- d) loss or damage to property that belongs to any person **you** employ where that loss or damage arises from their employment with **you**;
- e) penalties, fines or awards of aggravated, exemplary or punitive damages made against **you**.

### We will not cover any liability as a result of, or arising from:

- a) any alterations, repairs, renovations or additions to your **buildings**;
- b) any alterations, servicing, repairing or any additions to lifts, escalators or hoists, including anything that is part of a lift, escalator or hoist;
- c) any disease that is transmitted by **you**, or any member of your family who normally lives with **you**;
- d) any business, profession, trade or occupation carried out by **you**, unless the liability is as a result of, or arising from, **you** managing the **buildings** and their surrounds;
- e) any agreement or contract **you** enter into, however if **you** would have been liable without the agreement or contract, **we** will pay for that liability;
- f) the use, removal of, or exposure to any asbestos product or products containing asbestos;



- g) the use of a **motor vehicle**, motorcycle, mini-bike, caravan, trailer, aircraft or watercraft;
- h) servicing, repairing or maintaining any vehicle;
- i) the erection or demolition of **buildings**;
- j) vibration or interference with the support of the land, **buildings** or other property;
- k) the discharge, release or escape of any pollutants;
- l) the removal, neutralising or cleaning up of pollutants;
- m) any act of libel or slander;
- n) Liability to **employees** of your contractors;
- o) Amounts **you** can recover.

#### **The most we will pay under this Section**

The most **we** will pay is €1,200,000 for all claims made against **you** as a result of any one incident.

# General Conditions

The following conditions apply to your policy as a whole.

## 1. Making a Claim

### a) What you must do.

**You** must tell **us** in writing as soon as possible, but within 30 days after any loss, damage or accident. **You** must also tell **us** if **you** know of any writ, summons or impending prosecution against **you**. **You** must send every letter or document about a claim to **us** immediately.

### b) Do not negotiate.

**You**, or any other person insured under this policy, or anyone else acting on your or their behalf, must not negotiate, admit or deny liability without our written permission.

### c) Tell the police.

**You** must tell the police about all incidents of accidental loss, theft, attempted theft or vandalism, or loss, damage or injury caused by malicious persons.

## 2. We can do the following

a) Defend or settle any legal action in your name, or in the name of any other person insured by this policy.

b) Recover any payment **we** make under the policy to anyone else at our own expense and for our own benefit and **we** can do it in your name or in the name of any other person insured by this policy.

c) Ask **you** and any other person insured by this policy for all the information and help **we** need.

## 3. Your duty of care

**You** must keep your property in a good state of repair and take all reasonable steps to prevent injury, loss or damage. Plant and machinery must be maintained in accordance with the manufacturers' recommendations.

## 4. Salvage

**We** can enter any **building** where there has been loss or damage and deal with any salvage in a reasonable manner. However, **you** cannot just abandon property for **us** to deal with.

## 5. Other Insurances

If **you** make a claim under this policy and **you** were covered for the same loss, damage or liability by any other insurance, **we** will only pay our share of the claim.

## 6. Disagreement over amount of claim

If **we** have accepted a claim but there is disagreement over the amount to be paid, an arbitrator will decide. When this happens, the arbitrator must decide on an award before proceedings are started against **us**.

## 7. Telling us about a change

**You** must tell **us** as soon as possible about any change in the information **you** gave **us** if it will affect this policy. If **you** do not, your policy may not be valid or **you** may not be properly covered. **We** can change the terms of your policy at any time if **we** find out about any fact which may affect the cover provided by your policy.

## 8. Insuring Buildings and Items Properly

Make sure that the amounts **you** insure for will always give **you** enough cover. The **amount insured** for **buildings** should be enough to rebuild your **buildings** as new including the cost of professional fees, clearance costs and costs **you** must pay by law.

In all other cases the **amount insured** should be enough to replace all of the insured items, with an amount taken off for wear and tear on items of clothing and linen and for pedal cycles.

## 9. Dishonest Claims

**We** will not pay any claim made under this policy if **you** or anyone acting for **you** knows it is dishonest or exaggerated in any way. If this happens, **we** will also cancel all cover immediately and are entitled to report to the police of any such dishonest claim.

## 10. Cancellation

**You** can cancel the policy by writing to **us**. **You** may be entitled to a refund of your premium as long as no claim has been made during the current **period of insurance**.

The refund due to **you** will be calculated on the customary short period rates used by the Company at the time of cancellation, a copy of which may be viewed upon request.

**We** can cancel the policy by giving 7 days' notice. **We** will send a recorded delivery letter about this to the address shown on your latest schedule. If **we** cancel the policy, **you** may be entitled to a refund for any **period of insurance** which **you** have not used as long as no claim has been made during the current **period of insurance**.

**We** can also cancel the policy immediately if **you** do not pay the premium or do not make a payment under any instalment scheme or linked credit transaction. **You** will not get a refund for any instalments **you** have already paid.

## 11. Contract Clause

This Contract of Insurance shall for all effects and purposes be deemed to be a Maltese Contract and shall be governed by and according to Maltese Law and subject to the exclusive jurisdiction of the Maltese Courts.

## 12. Maltese Jurisdiction Clause

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

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

# General Exclusions

The following **exclusions** apply to your policy as a whole.

**1. Seizure or Confiscation**

The policy does not insure confiscation, commandeering, nationalization, seizure, restrain, detention, appropriation, requisition or destruction of or damage to property by order of any Government de jure or de facto by any public authority.

**2. Sonic Booms**

This policy does not insure damage caused directly by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.

**3. Radioactive Contamination**

This policy does not insure loss or damage to any property, any resulting loss or expense or any legal liability that is caused by or contributed to, or that arises from:

- i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly.

**4. Riot or Civil Commotion**

This policy does not insure loss or damage caused by, or contributed to, or that arises from riot or civil commotion outside **Malta**.

**5. War Risks**

The policy does not insure any consequence of war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military or usurped power or any person or persons acting on behalf of or in connection with any organisation, the object of which include the overthrowing or influencing of any de jure or de facto Government by terrorism or by any violent means.

**6. Consequential Loss**

This policy does not insure consequential loss of any kind incurred by you.

**7. Liability Exclusion**

This policy does not insure any amounts **you** may be liable to pay for penalties or fines, punitive and exemplary damages.

**8. Other Exclusions**

This policy does not insure loss of or damage to any property caused by the following:

- a) Wear and tear or loss of value over time.
- b) Faulty workmanship, design or materials.
- c) Reduced value after it has been repaired or replaced.
- d) Any gradually operating cause including but not limited to seepage of water over a period of time.
- e) Gradual pollution.
- f) Vermin, insects, mildew, fungus, climatic or atmospheric conditions, rising damp, wet or dry rot.

## 9. **Terrorism Exclusion**

This policy does not insure loss, damage, cost or expense and any legal liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this **exclusion** an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or Government(s), committed for political, religious, ideological or similar purposes including the intention to influence any Government and/or to put the public, or any section of the public, in fear.

This **exclusion** also excludes loss, damage, cost or expense and any legal liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Company alleges that by reason of this **exclusion**, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured. In the event any portion of this **exclusion** is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## 10. **Sanction & Limitation Exclusion Clause**

We shall not be liable to pay any claim or pay any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, or any of its states.

# Complaints Procedure

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

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

## What Should You do?

Step 1: Please speak to your usual insurance advisor or your GasanMamo Insurance Ltd contact.

Step 2: If **you** remain dissatisfied or **you** feel your complaint remains unsolved please write to the Managing Director, GasanMamo Insurance Ltd, Msida Road, Gzira GZR1405 giving **us** your policy or claim number in any correspondence.

Step 3: If, after making a complaint to **us**, **you** are still unhappy and feel the matter has not been resolved to your satisfaction **you** have the right to refer the matter to the Office of the Arbiter for Financial Services, First Floor, St Calcedonius Square, Floriana FRN 5130 or email on [complaint.info@financialarbiter.org.mt](mailto:complaint.info@financialarbiter.org.mt).

## Your Right to Legal Action

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

## Telephone Monitoring

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

# Protection & Compensation Fund Regulations

Under the Protection and Compensation Fund Regulations, should the company be unable to meet all the liabilities to policyholders, compensation may be available.

Further information may be obtained by visiting the Malta Financial Services Authority website [www.mfsa.com.mt](http://www.mfsa.com.mt).



**Head Office:**

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

**Branches:**

B'Kara • Hamrun • Mellieha • Mosta • Mrieħel • Naxxar • Paola • Hal Qormi • Rabat • Tas-Sliema • Valletta

Gasamamo Insurance is authorised by the MFSA

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