

**MULTI DWELLING
PROTECT INSURANCE POLICY**



Gasamamo
INSURANCE

We're always there

Multi Dwelling Protect Insurance

Contents

The Contract of Insurance	Pg 3
Definitions	Pg 4
Part A - Buildings	Pg 6
Part B - Contents of the Common Areas	Pg 11
Part C - Breakdown of Machinery in the Common areas	Pg 14
Part D - Legal Liabilities	Pg 16
General Conditions	Pg 18
General Exclusions	Pg 20
Complaints Procedure	Pg 22
Protection & Compensation Fund Regulations 2003	Pg 23

This is your **Gasamamo Insurance Limited Multi Dwelling Protect Insurance Policy**. It explains in detail your insurance protection. Please read it carefully and keep it in a safe place.

The Contract of Insurance

Your GasanMamo Multi Dwelling Protect Insurance policy document is made up of this booklet, **the Schedule** and any **endorsements** shown on your **Schedule**. Your GasanMamo Multi Dwelling Protect 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** and members of **your household** 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.



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 Adviser. If **you** do not 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**

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

2. **Your household**

You, members of your family living permanently with **you** and your domestic **employees**.

3. **We/Us/GasanMamo Insurance/The Company**

GasanMamo Insurance Ltd.

4. **Malta**

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

5. **Apartment**

Each individual self-contained property at the address shown on **the Schedule**, which form part of the building and used for domestic purposes only, unless otherwise stated in **the Schedule**. Unless described differently by **endorsement**, the **apartment** must be built of brick, stone or concrete, and roofed with slate, tile, asphalt, metal or concrete.

6. **Buildings**

Each individual **apartment** and all **common areas** 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 out **buildings**, 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.

7. **Common areas**

Areas not owned by an owner or tenant of any **apartment** of the building, but shared by all owners or tenants 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.

8. **Contents of the Common areas**

All contents not owned by an individual owner of any **apartment** of the building, but shared by all owners unless described differently by **endorsement** and contained in the **common areas** described in the definition of "**Common areas**" above.

Contents of the common areas shall consist only of movable furniture, carpets and works of art (excluding silverware and jewellery) unless described differently by **endorsement**.

9. **Motor Vehicle**

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

10. Amount insured

The **amount insured** as shown on **the Schedule** is the maximum amount payable (depending on any special conditions shown in the 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.

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

11. The Schedule/General Details

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.

12. Period of insurance

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

13. Endorsement

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

14. Unoccupied

This is when your **apartment** is insufficiently furnished for habitation or is not lived in by **you** or any member of **your household** for more than 90 consecutive days.

15. Exclusion/Special Exclusion

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

16. Employee

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:

1. Fire	No Special Exclusions
2. Explosion	No Special Exclusions
3. Smoke	Loss or damage caused by: a. agricultural or industrial operations b. any gradually operating cause
4. Lightning and Thunderbolt	No Special Exclusions
5. Earthquake	No Special Exclusions
6. Theft or attempted theft	Loss or damage if the apartment is unoccupied
7. Riot, civil commotion, labour and political disturbances, vandalism and acts of malicious persons	Loss or damage if the apartment is unoccupied
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 apartment is unoccupied
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 apartment is unoccupied
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 gradual 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 Exclusions
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 Exclusions
15. All other accidental loss or damage which happens as a direct result of a single unexpected event	a) The first €250 of each accident b) The cost of maintaining the buildings and redecorating the buildings under normal circumstances or repairing or replacing electrical or mechanical equipment if it has broken down or has been misused c) Loss or damage by atmospheric or weather conditions, wet or dry, rot, vermin, insects or fungus or any other gradually operating cause d) Loss or damage specifically not covered under Part A of this policy e) Machinery breakdown of any kind

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 **apartment** is **unoccupied** - see Important Note.
- b. The first €35 of each incident.

The most we will pay under this Section

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

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**.

Section 4 - Insurance for Alternative Accommodation and/or Loss of Rent and or Loss of maintenance fees

If your **apartment** cannot be lived in as a direct result of loss or damage insured under Part A of this policy, **we** will pay **you** for the following:

1. The cost of reasonable alternative accommodation if this is necessary.
2. Loss of rent due to **you**.
3. The maintenance fees **you** are bound to pay for the period that the **apartment** is rendered uninhabitable
4. A maximum of two years ground rent if **you** have to pay this.

No Special Exclusions (See also General Exclusions).

The most we will pay under this Section

This is 10 percent of the **amount insured** as shown on your latest **Schedule** for **buildings**.

Section 5 - Insurance when you are selling your Apartment

When **you** have agreed to sell your **apartment**, 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 6 - 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**.

Section 7 - 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 8 - Loss of metered water and heating oil

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

No Special Exclusions (See also General Exclusions).

The most we will pay under this Section

This is €600.

Section 9 - Insurance for locks and keys

We will pay the cost of replacing locks and keys for the doors of your **apartment** and common doors of **your building** which are found in the **common areas**, if the keys of these locks have been lost or stolen.

No Special Exclusions (See also General Exclusions).

The most we will pay under this Section

This is €1,000.

Important Note - Insurance when your **Apartment** is **Unoccupied**

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

1. For up to 90 consecutive days insurance protection as described in Section 1 - Insurance for **buildings**.
2. After 90 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 persons 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 - Contents of the Common areas

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 of the common areas** 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 Contents in the common areas

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

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

Special Exclusions (See also General Exclusions).

1. Fire	No Special Exclusions
2. Explosion	No Special Exclusions
3. Smoke	loss or damage caused by: a) agricultural or industrial operations b) any gradually operating cause
4. Lightning and Thunderbolt	No Special Exclusions
5. Earthquake	No Special Exclusions
6. Theft or attempted theft	No Special Exclusions
7. Riot, civil commotion, labour and political disturbances, vandalism and acts of malicious persons	No Special Exclusions
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
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
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 gradual 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 Exclusions

The most we will pay under this Section:

For contents in the **common areas** - we will pay up to €5,000 or up to the **amount insured** as shown on your latest **Schedule** for **Contents in the common areas**, depending on the specific limits explained below.

Section 2 - Insurance for Contents of the Common areas in the open

We will settle your claim, as explained in the Claims Settlement, if your **contents of the common areas** 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 €2,500.

Section 3 - Insurance for Mirrors and Glass

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

Special Exclusions (See also General Exclusions).

The first €35 of each incident

The most we will pay under this Section

This is €2,500.

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 in any **apartment** or **common area**.

No Special Exclusions (See also General Exclusions).

The most we will pay under this Section

This is €250.

Part C - Breakdown of Machinery in the Common areas

Important

Part C of your policy only applies if **you** have chosen to insure the Machinery in the **common areas** and the word 'Breakdown of Machinery in the **Common areas**' 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 and **Special Exclusions** (shown in Part C - Breakdown of Machinery in the **common areas**), General Exclusions and General Conditions.

Claims Settlement

If your machinery in the **Common areas** is damaged in any of the circumstances explained in the appropriate section of your policy, **we** can choose to:

- A.** In cases where damage to an insured item can be repaired, **we** shall pay expenses necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, customs duties and dues, if any, to the extent such expenses have been included in the sum insured. If the repairs are executed at a workshop owned by **you**, **we** shall pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced, but the value of any salvage shall be taken into account.

If the cost of repairs as detailed hereinabove equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage, the item shall be regarded as destroyed and settlement shall be made on the basis provided for in B below.

- B.** In cases where an insured item is destroyed **we** shall pay the actual value of the item immediately before the occurrence of the loss, including charges for ordinary freight, cost of erection and customs duties, if any, provided such expenses have been included in the sum insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. **We** shall also pay any normal charges for the dismantling of the machinery destroyed, but the salvage shall be taken into account.

Any extra charges incurred for overtime, night work, work on public holidays and express freight shall be covered only if specifically agreed by **us** in writing.

The cost of any alterations, additions, improvements or overhauls shall not be recoverable. The cost of any provisional repairs shall be borne by **the Company** if such repairs constitute part of the final repairs and do not increase the total cost of repair.

The Company shall make payments only after being satisfied by production of the necessary bills and documents that the repairs have been effected or replacement has taken place, as the case may be.

Section 1 - Breakdown of Machinery in the Common areas

We will settle your claim as explained in the Claims Settlement, if any machinery as specified in your **Schedule**, which is owned by **you** and used within the **common areas** are damaged whilst at the **buildings** occurring during the **Period of insurance** from any sudden and unforeseen cause not hereinafter excluded in a manner necessitating repair or replacement.

Such Machinery may include but is not limited to the following as long as specified in your latest **Schedule**

- Passenger lifts
- Electric gates
- Motors of electric garage doors
- Pool pump room equipment
- Generators

The most we will pay under this Section

This is the **amount insured** shown on your latest **Schedule** for passenger lifts, electric gates and motors of electric garage doors

Section 2 - Insurance for Coolants and Lubricants

We will pay the cost of renewal of cooling, lubricating or insulating oil, refrigerant or brine for the machinery as stated in Part C (Breakdown of Machinery in the **Common areas**) Section 1, following identifiable damage.

The most we will pay under this Section

This will not exceed 25 percent of the normal cost of repair or €600, whichever is the less

Special Exclusions applicable to Section 1 and Section 2. (See also General Exclusions).

1. The first €120 of each incident.
2. Any machinery not contained or used in the **common areas** or belonging to an individual **apartment** owner or tenant
3. Loss, destruction or damage by any of the perils described in Part A Buildings and Part B **Contents of the Common areas**.
4. Loss or damage due to water discharged or leaking from an installation of automatic sprinklers.
5. Loss or damage for which the supplier, contractor or repairer is responsible either by Law or by Contract.
6. Loss or damage arising out of the wilful act of gross negligence.
7. Loss or damage due to wear and tear and gradual deterioration by or naturally resulting from use or exposure or any gradually developing defects, flaws and /or fractures.
8. Denting, scratching or chipping of painting or polished surfaces.
9. Loss of or damage to any machinery while such machinery is hired out by **you**.
10. Loss of or damage to any machinery during installation, erection, dismantlement, re-sitting, transportation or removal other than re-sitting, transportation or removal under its own power upon the site of operation.
11. Loss or damage caused by any faults or defects existing at the time of commencement of this insurance within the knowledge of the Insured or his representatives, whether such faults or defects were known to **the Company** or not.
12. Loss or damage during removals.
13. Loss or damage during maintenance, inspection, repair, alteration, modification or overhaul.

Special Condition applying to Section 1 and Section 2

All plant and machinery is to be certified in accordance with current legislation.

Part D - Legal Liabilities

Important: Part D – Section 2 (Insurance for your Liability towards **Employees**) of your policy only applies if **you** have chosen to insure this Section and is shown in your latest **Schedule**.

Cross Liability

We will extend this Policy to apply to the Insured parties named in **the Schedule** as if a separate policy had been issued to each party. Our total liability in respect of the Insured parties shall not however exceed in the aggregate for any one accident or series of accidents arising out of one event the limit of indemnity stated in **the Schedule**.

Section 1 - Insurance for your Liability as the Owner or occupier of your Buildings

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

These accidents must result in:

1. bodily injury to, or illness of any person, (but not any member of **your household** or your **employees**); or
2. loss of or damage to property.

Special Exclusions applicable (See also General Exclusions).

1. Loss of or damage to property which belongs to or is in the care of:
 - a) **your household**;
 - b) any other person living permanently with **you**; or
 - c) any person employed by members of **your household**.
2. Liability which happens because **you** own or occupy any land or building which is not one of the following:
 - a) your **buildings**;
 - b) any private **apartment** which **you** or a member of your family living permanently with **you** is temporarily living in; or
 - c) any previous **buildings** which **you** occupied immediately before it was disposed of or sold and for which **you** may be liable.
3. Liability which happens because of your trade, profession or employment or that of any member of **your household**.
4. Liability which happens because **you** own, possess or use the following:
 - a) Animals, however, **you** are insured for domestic dogs and cats and for horses used for private hacking or private hunting.
 - b) Firearms, however, **you** are insured for shotguns or airguns which may be legally owned without possession of a firearms certificate.
 - c) **Motor vehicles**.
 - d) Mechanically propelled aircraft or watercraft, however **you** are insured for toys or models.
5. Liability, if **you** or any member of **your household** passes on any disease or virus.
6. Liability as a result of any agreement or contract unless **you** were liable before **you** made the agreement or contract.
7. Liability following the use of any inflatable bouncy device.

8. Any Liability in respect of any deliberate act or omission.

The most we will pay under this Section:

The most **we** will pay is €1,200,000 under Section 1 of Part D, of your policy added together. This is for all claims made against **you** or any member of **your household** as a result of any one incident. **We** will also pay any extra costs and expenses made against **your household** or incurred by **your household** with our written permission.

Section 2 - Insurance for your Liability towards Employees

As **you** are the employer of any **employee** as defined in the definitions section of this policy, **we** will insure **you**, for;

1. All sums which **you** become legally liable to pay for accidents happening in and around your **buildings** arising out of and in the course of his/her employment.
2. All legal costs and expenses of litigation recoverable by any claimant and all costs and expenses of litigation incurred with our written consent.

These accidents must result in:

- a) Bodily injury, sickness, disease, illness, nervous shock or any other physical or mental impairment or disorder.
or
- b) Death resulting from a. above

Special Exclusions applicable to section 3 (See also General Exclusions).

1. Your liability to **employees** of your contractors.
2. Your liability which attaches by virtue of a contract or agreement but which would not have attached in the absence of such contract or agreement.
3. Any sum which **you** would have been entitled to recover from any party but for an agreement between **you** and such party.
4. Any injury by accident or disease sustained outside **Malta**.
5. Any liability **you** incur to pay compensation to an **employee** or to the legal personal representatives or dependents of any **employee** by virtue of any Workmen's Compensation or similar legislation.
6. Penalties and fines or punitive or exemplary or aggravated damages resulting from the multiplication of compensatory damages.

The most we will pay under this Section

This is €1,000,000. This is the total amount **we** will pay for all claims made against **you** as a result of any one accident.

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 and **your household** 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 registered 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, restraint, 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:

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b) the radioactive, toxic, explosive or other hazardous 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 **your household**.

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.

Your Right to Legal Action

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

Telephone Monitoring

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

Protection & Compensation Fund Regulations

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

Further information may be obtained by visiting the Malta Financial Services Authority website www.mfsa.com.mt



Head Office:

Msida Road, Gżira GZR 1405, Malta
Tel: 2134 5123 Fax: 2134 5377
insurance@gasamamo.com gasamamo.com

Branches:

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

Gasamamo Insurance is authorised by the MFSA