MOTOR CYCLE INSURANCE POLICY



Motor Policy Motor Cycle

The Contract of Insurance

This policy is a contract of indemnity between **you**, the **policyholder**, and **us**, **GasanMamo Insurance Ltd**.

In return for payment of the premium by **you**, **we** will provide insurance in accordance with the policy cover shown in the schedule for accident, injury, loss or damage that happens within the **territorial limits** during the **period of insurance**.

This policy, the proposal and the schedule should be read together and form the contract of insurance.

Law Applicable to Contract

The law of **Malta** will apply to this contract unless **you** and **us** agree otherwise.

Jurisdiction

In respect of the cover provided under Section II – Liability to Others, when the **claim** relates to accidents where the claimant(s), plaintiff(s) or third party is a Maltese domicilee, **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 the Maltese Islands under current statutory provisions.

Furthermore, the aforesaid cover (relating to accidents where the claimant(s), plaintiff(s) or third party is a Maltese domicilee) shall not apply in respect of any judgement, order or award obtained elsewhere or to costs and expenses of litigation recovered by any claimant from **you** or any other person entitled to indemnity under this policy, which costs and expenses of litigation are not incurred in **Malta**.

Changes we need to know about

Please tell **us** immediately if **you** become aware of any changes to **your** circumstances which may affect this insurance or any other material facts. Such facts could include but are not limited to a change to the persons to be insured, motoring convictions of any of the persons to be insured or a change of use to the motorcycle or modification to the motorcycle.

Definitions

Wherever the following words or phrases appear, they will have the meaning described below:

The Insured/You/ Your/Policyholder

The person or persons described as the insured in the **policy schedule**.

The Insurer/We/Us/Our/ The Company/ GasanMamo Insurance

GasanMamo Insurance Limited

Your Motorcycle

The motorcycle described in the **policy schedule** belonging to **you** and licensed for use on a public road.

Motorcycle

A mechanically propelled two wheeled vehicle with or without a sidecar or trailer attached. A three wheeled vehicle having two wheels on one axle where the centres of the points of contact of such wheels and the road are less than 18 inches apart shall also be classed as a motorcycle.

Policy Schedule

The document containing details of you, your motorcycle and the insurance protection provided to you. The policy schedule shows who can drive your **motorcycle** and what purposes it can be used for and any applicable **endorsement**.

Certificate of Motor Insurance

The document that **you** must have as proof that **you** have the motor insurance necessary to comply with the law. The certificate does not, however, indicate the full policy cover and for this **you** need to refer to the policy booklet. Wherever the expression certificate of motor insurance is used in this contract, it means the certificate which from time to time, is that in force and not one which **we** have withdrawn or which has ceased to be valid.

Period of Insurance

The period of time covered by this policy as shown in the **policy schedule**.

Excess

The amount **you** will have to pay towards each and every loss for which there is a **claim**.

Claim

A claim against **the policyholder** or against any person entitled to indemnity under the policy for damages that are required to be covered by **legislation**, the Protection and Compensation Fund Regulations (including any agreement between insurers drawn up as a result of these regulations) or any other law in force in **Malta**, notwithstanding that **the policyholder** or such other person has failed to give notice of such event to **the insurer**.

Each and every loss shall be considered as a separate **claim** under the policy.

Designated State

The same meaning defined in the **legislation** and Switzerland.

Territorial Limits

Malta or another country to which this policy may be extended by **endorsement**:

Provided that with regard to cover under Section II of the policy, **territorial limits** shall be extended to cover as provided under Section VI (Continental Use/ Compulsory Insurance Requirements).

Legislation

The Motor Vehicles (Third Party Risks) Ordinance, Chapter 104 of the Laws of Malta.

Green Card

A document required by certain non-EU countries to provide proof that **you** have the minimum insurance cover required by law to drive in that country.

Endorsement

Changes in the terms of **your** policy. Endorsements are subject otherwise to all existing policy exceptions and conditions (applicable endorsements are shown in **your policy schedule**).

Authorised Driver/ Permitted Drivers

This term, in relation to **your motorcycle**, shall have one of the following meanings as corresponds to the number indicated on the **policy schedule**:

1. **You**

Provided that any other number that appears on the **policy schedule** shall have the meaning ascribed to it either on **your policy schedule** or by **endorsement**.

Malta

The Republic of Malta including any recognised sea passage within the Republic.

Fire

Fire, lightning or explosion.

Theft

Theft or attempted theft.

Market Value

The cost of replacing **your motorcycle** with one of similar type, age and condition.

Accessories

Additional or supplementary parts of **your motorcycle** not directly related to its function as a vehicle which, however must form an integral part of the **motorcycle**. These will include audio equipment fitted by the vehicle manufacturer up to a maximum value of &350, top boxes, tank bags and other luggage carriers when fitted to **your motorcycle**.

Private Garage

A self-contained building to which only **you** and members of **your** household have access. The garage must be built of brick, stone or concrete.

Limitations as to Use

Where **your motorcycle** is described under the 'Limitation as to Use' section of **your policy schedule** as:

Motorcycle

This shall mean use solely for social, domestic and pleasure purposes and for **your** business, that of **your** spouse or that of **your** employers or **your** spouse's employers. The policy shall not cover use for hire or reward.

Policy Cover Index

	Operative Sections
Comprehensive	All sections of the policy are operative.
Third Party Fire and Theft	Section I is inoperative except for loss or damage caused directly by fire or theft . All other sections are operative.
Third Party Only	All sections of this policy except Section I are operative.

Section I Cover for Your Motorcycle

Loss of or Damage to Your Motorcycle

If **your motorcycle** is lost, stolen or damaged, **we** may, at **our** option, either:

- pay for your motorcycle to be repaired; or
- replace your motorcycle; or
- pay in cash the amount of the loss or damage.

The same cover also applies to **accessories** and spare parts relating to **your motorcycle** while these are in or on **your motorcycle** and these fall within the maximum amount payable.

The maximum amount we will pay will be the market value of your motorcycle but not exceeding your estimate of value shown in our records. It is agreed that in any dispute over the market value of your motorcycle, it will be your exclusive responsibility to prove that the market value of your motorcycle at the time of the loss was higher than that established by us.

We will not pay for that part of the cost of any repair or replacement which improves the **motorcycle** beyond its condition before the loss or damage occurred.

If, to **our** knowledge, **your motorcycle** is subject to a hire purchase or leasing agreement, **we** may make any payment arising from a **claim** under the policy to the owner described in that agreement whose receipt will be a full and final discharge to **us**.

Removal and Protection

If **your motorcycle** is disabled through loss or damage insured under this policy **we** will pay up to a maximum of \in 125, the reasonable cost of protection and removal to the nearest suitable repairer and the reasonable cost of delivery to **your** address shown on the **policy schedule** after repair.

Spare Parts and Accessories

If any **accessories** or spare parts required for the repair of **your motorcycle** are not available from the stocks held in the country in which it is being held for repair, **we** will have the option to pay in cash the cost of such **accessories** or parts limited to

the price quoted in the latest available catalogue or price list issued by the manufacturer or his agents for the country in which your motorcycle is held for repair. If no such catalogue or price list exists the price last obtaining at the manufacturer's works plus the reasonable cost of transport, otherwise than by air, to the country in which your motorcycle is held for repair and the amount of the relative import duty; and

• the reasonable cost of fitting such **accessories** or parts.

New Motorcycle Concession

We will replace your motorcycle with a new motorcycle of the same make and specification (subject to availability) or a sum equivalent to the cost of such motorcycle but not exceeding your estimate of value shown in our records if within 12 months of purchase new by you:

- any repair cost or damage covered by the **policy** exceeds 70% of its list price (including import tax and VAT) at the time of purchase; or
- your motorcycle is stolen and not recovered

Replacement is subject to:

- your motorcycle being owned by you or your spouse or having been purchased by either of you under a hire purchase agreement (any motorcycle the subject of any type of leasing or contract hire agreement is not eligible for replacement)
- the agreement of any interested hire purchase company
- you being the first registered owner of your motorcycle.

If **you** choose to use such concession, **your** lost or damaged **motorcycle** will then belong to **us**.

Authorisation of Minor Repairs

You may authorise any necessary repairs to **your motorcycle** following any accidental damage to it provided that

- the estimated cost of such repair does not exceed the sum of €125; and
- an estimate of the cost is forwarded to **us** without delay.

Excesses

If **your motorcycle** (including its **accessories** and spare parts) is lost or damaged, **you** will have to pay the first part of any **claim** as follows:

Value of Motorcycle	Applicable Excess
Up to €1200	€55
Between €1201 & €2400	€115
Between €2401 & €4700	€235
Between €4701 & €7000	€350
Over €7001	€465

These excesses apply in addition to any other voluntary or other compulsory excesses that may apply.

Exceptions to Section I of Your Policy

Your policy does not cover the following:

- loss of use, wear and tear, depreciation, mechanical, electrical, electronic, computer failures, breakdowns or breakages.
- loss or damage arising from theft whilst the ignition keys of your motorcycle have been left in or on your motorcycle.
- damage to tyres by braking or by punctures, cuts or bursts.
- loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
- 5. loss of value following repair.
- 6. loss of or damage to audio equipment unless fitted by the **motorcycle** manufacturer.
- 7. loss of or damage to audio-visual equipment and telephones.
- 8. damage caused by overloading or strain.
- 9. loss or damage to helmets and protective clothing.
- 10. loss of or damage to **accessories** and spare parts by **theft** if **your motorcycle** is not stolen at the same time.

Section II Liability to Third Parties

Your Liability

We will insure you in respect of all sums which you may be held legally liable to pay for:

- death or bodily injury to other persons up to a limit of €5,000,000 or any higher limit imposed by legislation for any one claim or series of claims arising out of any one event as a result of any accident involving your motorcycle or the loading or unloading of your motorcycle
- damage to third party property up to a limit of €1,000,000 or any higher limit imposed by legislation for any one claim or series of claims arising out of any one event as a result of any accident involving your motorcycle or the loading or unloading of your motorcycle.

Provided that **we** shall guarantee in each **designated state** the cover required by the law of that state or the cover required by the law of the state of the territory of which **your motorcycle** is normally based if that cover is higher.

We will also insure you in the same way following an accident involving any one trailer attached to your motorcycle. We will not however pay for any loss or damage to the trailer itself.

The maximum amount payable in respect of any one **claim**, or series of claims arising out of one event, for the hire of a substitute **motorcycle** (loss of use) shall not exceed, for each third party claimant, the sum of \in 1,000.

We will also pay any expenses for which you have our written authority to claim.

In the event of a **claim** involving damage to other persons' property, **we** will have the option to relinquish the conduct of **your** defence, settlement or proceedings upon payment of the $\in 1,000,000$ limit or any higher limit imposed by **legislation**.

We shall not be responsible for the consequences of any alleged act or omission on **our** part in connection with such defence settlement or proceedings. We shall also not be liable to pay for any costs or expenses which **you** or any other person claiming under this policy will incur after **we** have relinquished such conduct.

Liability of Other Persons Driving or Using Your Motorcycle

We will also insure the following persons under this section in respect of all sums which they may be required to pay by law arising from death or injury to third parties or damage to their property as a result of an accident:

 any person you give permission to drive your motorcycle provided that your certificate of motor insurance and/or policy schedule allows that person to drive any passenger on your motorcycle, travelling or getting into or out of your sidecar.

Indemnity to Legal Personal Representatives

In the event of the death of anyone who is insured under this section, **we** will protect his/her legal personal representatives against any liability of the deceased person if that liability is insured under this Section.

Legal Costs

We may at our option

- arrange for representation at any inquest or fatal accident inquiry in respect of any death which might involve a **claim** under this policy
- pay for legal services to defend anyone we insure, if criminal proceedings are taken in any court of law in respect of any incident which might involve a claim under this policy.

We will only pay these legal fees if they arise from an accident that is covered under this policy.

Excess

For each **claim** under this Section **you** will be responsible to pay the first part of the cost indicated as follows:

Applicable	
Excess	
€115	
€55	

This **excess** applies in addition to any other voluntary or other compulsory excesses that may apply.

This **excess** shall not apply where a **claim** is being made under Section I of **your** policy in which case all terms applicable to Section I shall apply.

Application of Limits of Indemnity

In the event of any accident involving payments to more than one person insured under this Section, any limitation by the terms of this policy or any **endorsement** on it relating to the maximum amount payable shall apply to the aggregate amount of payments to all such persons and **your** liability shall be settled in priority.

Exceptions to Section II of Your Policy

The cover under this Section will not apply:

 if any person insured under this Section fails to observe the terms, exceptions and conditions of this policy as far as they can apply. The cover will also not apply if they can claim under another policy.

- 2 in respect of damage to any **motorcycle** where cover in connection with the use or riding of that **motorcycle** is provided by this section.
- 3. to any loss, damage, injury or death occurring whilst your motorcycle is being used in that part of an aerodrome or airport provided for the take off or landing of aircraft on the surface, aircraft parking aprons including the associated service roads and ground equipment parking areas and those parts of passenger terminals which come within the Customs examination area except where such liability is required to be covered by the Motor Vehicles (Third Party Risks) Ordinance.
- to any liability incurred by anyone entitled to protection under the liability section of any other insurance.
- to any liability caused or arising beyond the limits of any road in connection with the bringing of the load to your motorcycle for loading onto it or the taking away of the load from your motorcycle after unloading from it.
- 6. to any liability for loss or damage to property (including trailer) being conveyed or belonging to or in the care of anyone we insure or any member of their households who claims under this part of the policy.

Additional Cover/Sections

Section III Emergency Treatment

We will reimburse any person as required by the **legislation** for emergency treatment resulting from an accident involving **your motorcycle**.

A payment made under this Section will not prejudice **your** No Claim Discount.

Section IV No Claim Discount

If **you** do not make a **claim** under **your** policy, **your** renewal premium will be reduced in accordance with **our** scale and rules applicable at such time.

Section V While Your Motorcycle is Being Serviced

We will continue to give you the full protection of this policy when your motorcycle is in the hands of the motor repairer for service or repair. For this purpose we ignore any limitations as to driving or use as shown on your policy schedule or in any exclusion.

Section VI Continental Use/ Compulsory Insurance Requirements

In compliance with EU Directives this policy provides cover for **your motorcycle** in any country which

- is a member of the European Union and / or
- a designated state

The level of cover **we** provide will be:

- the minimum necessary to keep to the laws on compulsory insurance in the country where the event happened; or
- for claims arising in a country which is a member of the European Union, the minimum cover needed either in that country or in **Malta**, whichever is higher.

This cover will apply provided that **your motorcycle** is registered in **Malta** within (30) days from the date of its purchase.

If You Take Your Motorcycle Abroad

All countries within the **territorial limits** have agreed that a **Green Card** is not necessary for cross border travel. **Your certificate of motor insurance** should, therefore, provide sufficient evidence that **you** are complying with the laws on the compulsory insurance of motor vehicles in any of these countries that **you** visit.

If, however, **you** contact **your** insurance representative at least two weeks before departure, he/she will be able to provide **you** with useful information on driving abroad, what to do and who to contact in the event of an accident.

Extending Your Cover

The cover provided by the policy in respect of loss or damage occurring outside **Malta** is limited to the minimum compulsory insurance required by law. **We** may, however, be prepared to provide **you** with the same level of cover in the European Union and some other European countries as **you** have in **Malta** at an additional premium. **You** must however, contact **us** at least two weeks beforehand so that **we** can prepare the necessary documentation.

There is no cover for countries outside the **territorial limits**. We may, however, be prepared to extend cover to certain of these countries on request, in which case we will provide **you** with a **Green Card** and an additional premium will be required.

General Exceptions

Your policy does not cover the following:

- Any accident, injury, loss or damage while any **motorcycle** insured under this policy is being:
 - used otherwise than for the purposes described under the 'Limitation as to Use' section of your certificate of motor insurance and/or policy schedule
 - driven by any person other than as described under the section of your certificate of motor insurance and/or policy schedule headed 'authorised drivers' except that cover will not be withdrawn while your motorcycle is in the custody or control of a member of the motor trade for the purposes of service or repair
 - driven by any person including you unless the driver holds or has held a licence to drive the motorcycle insured and is not disqualified from holding or obtaining such a licence
 - driven by or is in the charge of any person to whom your motorcycle has been hired
 - driven by any person including you if at the time of driving the driver is under the influence of intoxicating liquor or drugs (other than drugs taken under medical supervision and not for the treatment of drug addiction)

- a. Any liability you have accepted solely by virtue of an agreement but which would not attach if that agreement did not exist.
 - b. Any amounts payable under this policy which are unrecoverable from any third party solely due to an agreement or contract.
- a. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever of any consequential loss resulting from:
 - b. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - (i) ionising radiations or contamination by radioactivity from any irradiated 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 thereof.
- 4. a. Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, insurrection or military or usurped power, detention, seizure, confiscation or any attempt thereat except so far as is necessary to meet the requirements of **legislation**.

- Any liability, accident, injury, loss or damage which is caused by or as a result of strike, riot or civil commotion.
- 5. Death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss, 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 or any action taken in controlling, preventing, suppressing or in any way relating to terrorism.

For the purpose of this policy an act of terrorism means

- a. the use of threat of force, violence and / or
- b. harm or damage to life or to property including, but not limited to, nuclear radiation and / or contamination by chemical and/ or biological agents, by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes expressed or otherwise and / or to put the public or any section of the public in fear.
- Any liability, accident, injury, loss or damage arising outside the territorial limits.
- Any liability, accident, injury, loss or damage arising as a result of your motorcycle being used for racing, pace-

making, reliability trial or speed testing, off-roading or use for any purpose in connection with the motor trade.

- 8. Any liability, accident, injury, loss or damage in respect of your motorcycle in relation to which you have entered into any contract of sale or purported contract of sale whether this transaction constitutes a valid contract or not or would have constituted a valid contract but for the failure to comply with the provisions of any legislation applicable to the sale of vehicles.
- Any liability, accident, injury, loss or damage if at the time of the accident the number of passengers carried in your motorcycle exceeds the number indicated in your policy schedule.
- 10. Any liability, accident, injury, loss or damage caused by the use of **your motorcycle** as a weapon with the intent to cause loss, damage or injury to any person.
- 11. Any liability, accident, injury, loss or damage arising out of flood, typhoon, hurricane, cyclone, tornado, volcanic eruption, earthquake or other convulsion of nature.

General Conditions

Claims Procedure

- 1. As soon as reasonably possible after any accident, injury, loss or damage, you or your legal representatives must notify **us** giving full details of the incident. Any communication **vou** receive about the incident should be forwarded to **us** immediately. You or your legal representatives must also let **us** know immediately if anyone insured under this policy is to be prosecuted as a result of the incident or if there is to be an inquest or a fatal inquiry. In the event of theft or other criminal act which may give rise to a **claim** under this policy, you or any other person claiming indemnity under this policy must advise the police authorities immediately and co-operate with us to convict the offender
- 2. You, or anyone else claiming under this policy, must not admit to any claim, promise any payment or refuse any claim without our written consent. We may at our option take over and conduct in your name, or the name of the person claiming under the policy, the defence or settlement of any claim or take proceedings for our own behalf but in your name, or in the name of anyone else insured by this policy to recover any payment we have made under this policy. We shall have full discretion in the conduct of

any proceedings or the settlement of any **claim**. The person who is seeking payment under this policy shall give **us** all the information and assistance necessary for **us** to achieve a settlement.

Cancellation

3. You may cancel this policy at any time by giving us seven days notice of cancellation and returning your certificate of motor insurance to us. Unless you have made a claim during the current period of insurance, we will calculate the charge for the expired portion of your insurance using our short period rates to the date we receive your certificate of motor insurance and refund any amount due to you.

We, or any agent appointed by us and acting with our specific authority may cancel this policy by sending not less than seven days notice of cancellation to your last known address. We will calculate the premium for the period we have been insuring you and refund any balance.

Period of Insurance	% of Annual Premium
	due to You

Not exceeding 30 days	85%	
Not exceeding 60 days	75%	
Not exceeding 90 days	67%	
Not exceeding 120 days	60%	
Not exceeding 150 days	50%	
Not exceeding 180 days	40%	
Not exceeding 210 days	30%	
Not exceeding 240 days	20%	
Not exceeding 300 days	10%	
Exceeding 300 days No return premium		

In all cases a minimum premium of €12 per **motorcycle** will be retained by **us**.

Other Insurance

4. If at the time of any claim arising under this policy there is any other insurance policy covering the same loss, damage or liability, we will only pay our share of the claim. This provision will not place any obligation upon us to accept any liability under Section II which we would otherwise be entitled to exclude under Exception 1 to Section II.

Your Duty to Prevent Loss or Damage

 You shall at all times take all reasonable steps to safeguard your motorcycle from loss or damage. You shall maintain **your motorcycle** in efficient condition and **we** shall have, at all times, free access to examine **your motorcycle** and trailer.

Arbitration

6. All differences arising out of this Policy shall be referred to the decision of an arbitrator appointed under the provisions of the Arbitration Act 1996 within one month after a written request by you or us. An award must be made by the arbitrator before any court proceedings can be started against us. If we refuse liability for a claim and this claim is not referred to arbitration within one year from the date of such refusal, the claim shall be deemed to have been withdrawn and cannot subsequently be revived.

Your Duty to Comply With Policy Conditions

7. Our provision of insurance under this policy is conditional upon you observing and fulfilling the terms, provisions and conditions of this policy. We will only provide the insurance described in this policy if the information given on your proposal form and declaration is to the best of your knowledge and belief, correct and complete. You have a duty to inform us of any facts the knowledge of which could affect our decision to accept

the insurance or the terms under which **we** would accept it.

Fraud

 If any claim is in any way fraudulent or if you or anyone acting on your behalf has used any fraudulent means or devices, including but not limited to inflating or exaggerating the claim or submitting forged or falsified documents, all benefit under this policy shall be forfeited.

Ownership

 You must tell us if the motorcycle insured under this policy belongs to anyone else or is sold or purported to be sold to anyone else or is being used regularly by another person.

Rights of Recovery

10. If the law of any country in which this policy operates requires us to settle a claim which, if this law had not existed we would not be obliged to pay, we reserve the right to recover such payments from you and/or from the person who incurred the liability.

Important Information

Under the Protection and Compensation Fund Regulations 2003, 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

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 may wish to contact the Consumer Complaints Manager, Malta Financial Services Authority, Notabile Road, Attard BKR3000.

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.



Head Office:

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

Branches:

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

BasanMamo Insurance is authorised by the MFSA