

Landlord Insurance



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* 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.

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

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* 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 Adviser 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 *italics in your policy*.

The Policyholder/You/ Landlord

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

We/Us/GasanMamo Insurance

GasanMamo Insurance Ltd.

Malta

The islands of *Malta*, Gozo and Comino

Buildings

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.

Common areas

Areas not owned by *you*, but shared by all owners or *tenants* 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.

Landlord's Contents

All household 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 metal collections), clothing, pedal cycles and any other contents belonging to *tenants*.

Tenant/s

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

Contract of lease

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

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

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

Rent Arrears

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

Motor Vehicle

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

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 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.

Period of insurance

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

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*.

Unoccupied

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

Exclusion

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

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 <i>exclusions</i>
2. Explosion	No special <i>exclusions</i>
3. Smoke	loss or damage caused by: a. agricultural or industrial operations b. any gradually operating cause
4. Lightning and Thunderbolt	No special <i>exclusions</i>
5. Earthquake	No special <i>exclusions</i>
6. Theft or attempted theft	Loss or damage if the <i>buildings are unoccupied</i>
7. Riot, civil commotion, labour and political disturbances, vandalism and acts of malicious persons.	a. Loss or damage if the <i>buildings are unoccupied</i> – see <i>important note</i> 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 € 35.00 of each and every claim b. Loss or damage to the fixed plumbing installation c. Loss or damage if the <i>buildings are unoccupied</i>
9. Oil leaking from any fixed heating installation, pipes or apparatus	a. The first € 35.00 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 <i>buildings are unoccupied</i>
10. Storm or flood	a. The first € 35.00 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 € 35.00 of each and every claim
12. Impact with <i>your building</i> 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 <i>exclusions</i>
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 <i>exclusions</i>

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 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*.

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 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*.

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.

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.

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:

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	a. Loss or damage if the <i>buildings</i> are <i>unoccupied</i> – see <i>important note</i> b. €250 in respect of each and every claim
7. Riot, civil commotion, labour and political disturbances, vandalism and acts of malicious persons	a. Loss or damage if the <i>buildings</i> are <i>unoccupied</i> – see <i>important note</i> 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 € 35.00 of each and every claim b. Loss or damage to the fixed plumbing installation c. Loss or damage if <i>your building</i> is <i>unoccupied</i> – see <i>important note</i>
9. Oil leaking from any fixed heating installation, pipes or apparatus	a. The first € 35.00 of each and every claim b. Loss or damage if <i>your building</i> is <i>unoccupied</i> – see <i>important note</i>
10. Storm or flood	a. The first € 35.00 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 € 35.00 of each and every claim
12. Impact with <i>your</i> 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

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.

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

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.

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 tenants
- 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 one 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, (but not any member of *your household*); 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 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 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 *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.

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 the difference.

1. How a complaint is made

Complaints can be made either orally or in writing – by letter, email or fax.

Step 1: Where you are familiar with the person/team working on the matter, you may address the complaint to your usual insurance advisor or GasanMamo Insurance Ltd contact.

Step 2: If you are not sure to whom to refer the company, or feel it is inappropriate to address the complaint to a member of staff, please address your complaint to: -

The Managing director
GasanMamo Insurance Ltd.,
Msida Road,
Gzira GZR 1405
Email: insurance@gasanmamo.com

2. What is needed from you

When filing a complaint, please provide the following information:

- A Policy number and/or claim number
- An outline of your complaint
- Your contact details

3. Response time

If we are unable to resolve your complaint immediately you can expect the following from us:

- Acknowledgement of your complaint in writing within 24 hours of receipt. This will state who is handling the complaint.
- We will aim to resolve your complaint within 7 days by sending you a final response letter. However, on the rare occasion that we are unable to give you a reply within 7 days, we will write to you to advise you of the progress.
- Our goal is to ensure that you receive a final response within 6 weeks or receipt of your complaint. If we are still unable to provide you with a final response at this stage we will write you explaining why and advise when you can expect a final response.

4. Your rights during the complaints process

We have the right to enquire as to the status of your complaint by contacting the person identified to you as managing your complaint.

5. The Consumer Complaints Manager at the Malta Financial Services Authority (MFSA)

If, after making a complaint to us you are still unhappy and feel the matter has not been resolved to your satisfaction you may refer the dispute in writing to the Consumer Complaints Manager, Malta Financial Services Authority, Notabile Road, Attard BKR3000. Such dispute must be referred to the Complaints Manager at the MFSA not later than six months of receipt of our final response.

6. Your Right to Legal Action

Following any of 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 2003

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

Msida Road
Gzira GZR1405, Malta
Tel: 21 345 123 **Fax:** 21 345 378
e-mail: insurance@gasanmamo.com
Website: www.gasanmamo.com
GMI /LI/1012