



Multi Dwelling Protect Insurance





The Contract of Insurance

Your Gasamamo Multi Dwelling Protect Insurance policy document is made up of this booklet, *the schedule* and any *endorsements* shown on *your* schedule. Your Gasamamo Multi Dwelling Protect Insurance policy is a contract between us, Gasamamo 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 Gasamamo 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* 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

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

Your Household

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

We/Us/Gasamamo Insurance

Gasamamo Insurance Ltd.

Malta

The islands of *Malta*, Gozo and Comino

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.

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 *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 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.

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*



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 *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.

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 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.

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>apartment</i> is <i>unoccupied</i>
7. Riot, civil commotion, labour and political disturbances, vandalism and acts of malicious persons	Loss or damage if the <i>apartment</i> is <i>unoccupied</i>
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>apartment</i> is <i>unoccupied</i>
9. Oil leaking from any fixed heating installation, pipes or apparatus	The first € 35.00 of each and every claim a. 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>apartment</i> is <i>unoccupied</i>
10. Storm or flood	The first € 35.00 of each and every claim a. 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>
15. All other accidental loss or damage which happens as a direct result of a single unexpected event	<p>The first €250 of each accident</p> <ul style="list-style-type: none"> a. The cost of maintaining the <i>buildings</i> and redecorating the <i>buildings</i> under normal circumstances or repairing or replacing electrical or mechanical equipment if it has broken down or has been misused b. Loss or damage by atmospheric or weather conditions, wet or dry, rot, vermin, insects or fungus or any other gradually operating cause c. Loss or damage specifically not covered under part A of this policy d. 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 *apartments* 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

(But see General Exclusions).

The most we will pay under this Section

This is 10% 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

(But see 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

(But see *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	The first € 35.00 of each and every claim a. b. Loss or damage to the fixed plumbing installation
9. Oil leaking from any fixed heating installation, pipes or apparatus	The first € 35.00 of each and every claim a. b. Loss or damage to the tank, pipes or apparatus itself if caused by normal wear and tear
10. Storm or flood	The first € 35.00 of each and every claim a. 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 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 €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.
- c. Loss or damage during removals.
- d. 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

(But see 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% 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 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.

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 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 Gasamamo 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
Gasamamo Insurance Ltd.,
Msida Road,
Gzira GZR 1405
Email: insurance@gasamamo.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@gasamamo.com
Website: www.gasamamo.com