

# TOOL OF TRADE INSURANCE POLICY



**Gasamamo**  
INSURANCE

we're always there



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

# TOOL OF TRADE INSURANCE POLICY

This policy the Schedule and any Memoranda thereon shall be considered one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.

The Insured and the Company agree

1. The Proposal shall be incorporated in and be the basis of the Contract
2. The Insured will pay the Premium
3. The Company will subject to the terms of this policy provide the Insurance specified under Scope of Cover
4. The following shall be conditions precedent to any liability of the Company
  - (a) Observance of the terms of this Policy relating to anything to be done or compiled with by the Insured.
  - (b) The truth of the Proposal

## CONTRACT AND JURISDICTION CLAUSE

This Policy shall for all effects and purposes be deemed to be a Maltese contract and shall be governed by and according to Maltese Law.

Without prejudice to any arbitration proceedings in Malta under current statutory provision, 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.

**On behalf of GasanMamo Insurance Ltd.**



**Julian J. Mamo**  
Managing Director

GasanMamo Insurance Limited  
Head Office: Msida Road, Gżira GZR1405, Malta

# INSURANCE

The Company will indemnify the Insured against liability at law for damages and claimant's costs and expenses in respect of

- (a) accidental Injury to persons
- (b) accidental Damage to Property

happening within the Geographical Limits during any Period of Insurance in connection with the use as a tool of trade of the motor vehicle specifically mentioned in the Schedule.

The liability of the Company for damages in respect of accidental damage to property shall in any case be limited to the cost of repair, replacement, or reinstatement of the property damage and shall exclude any consequential loss suffered by any third party as a result of any loss or damage.

The liability of the Company for damages and claimants costs and expenses in respect of one claim or all claims of a series (whether arising in one Period of Insurance or not) consequent on or attribute to one source or original cause shall not exceed the Limit of Indemnity.

The Company will in addition pay all costs and expenses incurred with its written consent.

# EXCEPTIONS

The Company shall not be liable in respect of

1. any Third Party claim, other than a third party claim in connection with the use as a tool of trade of the motor vehicle specifically mentioned in the Schedule, liability in respect of which is required to be covered by the Insurance in terms of the Motor Vehicles Insurance (Third Party Risks) Ordinance.
2. injury to any Employee or any claim arising under any Workmen's Compensation law.
3. damage to
  - (a) any structure or land due or alleged to be due to vibration or to the withdrawal or weakening of support or to the weight of the vehicle or to the load on the vehicle;
  - (b) property belonging to or held in trust by or in the custody or control of the Insured or of a member of the same household as the Insured;
  - (c) that part of any property worked upon and arising out of such work;
  - (d) any existing underground cables and/or pipes or other underground facilities unless, prior to the commencement of works, the Insured has inquired with the relevant authorities about the exact position of such cables, pipes or other underground facilities and taken all necessary steps to avoid damage to same.
4. claims arising out of liability assumed by the Insured under agreement unless such liability would have attached in the absence of such agreement.
5. claims arising out of a breach of the duty owed in a professional capacity by the Insured.
6. claims arising out of advice, design, or specification provided for a fee.
7. any other liability, loss, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, arising out of or in connection with nuclear reaction, nuclear radiation or radioactive contamination regardless of any other cause contributing concurrently or in any other sequence to the loss.
8. loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not ), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.
9. any liability unless the motor vehicle is driven or operated by a person who holds a licence to drive the said Motor Vehicle or has held and is not disqualified from holding or obtaining such a licence.
10. penalty clauses or fines or punitive or exemplary or aggravated damages resulting from the multiplication of compensatory damages.
11. 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.

12. any claim or liability of whatsoever nature caused by, contributed to by, consisting of, or arising from:-

(i) Loss or damage to data or software, in particular any detrimental change in data, software, coding programme or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and malfunction of hardware, software and embedded chips and any business interruption losses resulting from such loss or damage.

(ii) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such losses or damage.

13. any legal liability of whatsoever nature directly or indirectly caused by contributed to by consisting of or arising from the failure or inability of any

1. computer or auxiliary equipment
2. computer system software program or spreadsheet
3. data processing equipment media or auxiliary equipment
4. microchip integrated circuit or similar device
5. telecommunications equipment or systems
6. any other system for processing storing transmitting retaining or returning data

whether the property of the Insured or not and occurring before during or after the year 2000 to

(i) correctly recognise any date as its true calendar date or its true value.

(ii) capture save or retain and /or correctly manipulate interpret transmit return or

process any data or information or command or instruction as a result of treating any date otherwise than its true calendar date or its true value.

(iii) capture save retain or correctly process any data as a result of the operation of any command or logic which has been programmed or incorporated into anything stated in 1 to 6 above being a command or logic which causes the loss of date or the inability to capture save retain or correctly process such data on or after any date.

14. (i) all pollution or contamination of buildings or other structures or of water or land or the atmosphere,  
and  
(ii) all injury, diseases, loss or damage directly or indirectly caused by such pollution or contamination

Other than caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Insurance.

All pollution and contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

The liability of the Company for all compensation payable in respect of all incidents which are deemed to have occurred during the Period of Insurance and arising from pollution or contamination shall not exceed the Limit of Indemnity in any one Period of Insurance.

15. all claims for losses relating to actual or probable casual elements (for example, prions) and any connected, possible illnesses in the area of transmissible spongiform encephalopathy (TSE) such as, for example, bovine spongiform encephalopathy (BSE), or new variant Creutzfeldt-Jakob disease (vCJD).
16. Sanction Limitation and Exclusion Clause: The Company 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 the Company 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.

# EXTENSIONS

The following shall be indemnified as if a separate policy has been issued to each

- (a) the personal representatives of the Insured in respect of liability incurred by the Insured
- (b) if the insured so requests
  - (i) any principal for whom the Insured is carrying out work in connection with the Business
  - (ii) any director or Employee of the Insured in respect of liability for which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured

each of whom shall as though the Insured be subject to the terms of this Policy so far as they can apply.

# INTERPRETATIONS

For the purpose of this Policy

1. "Proposal" shall mean any signed proposal form and declaration and any information supplied by or on behalf of the Insured in addition thereto or in substitution therefor.
2. "Injury" shall mean bodily and shall include death disease or illness
3. "Damage" shall include loss
4. "Property" shall mean material property
5. "Employee" shall mean any person under a contract of service or apprenticeship with the Insured while working for the Insured in connection with the Business.
6. "Property held in Trust by or in the Custody or Control of the Insured" shall not include premises at which the Insured is undertaking decoration alteration or repair.
7. The term "licence" means a licence or other permit required by the licensing or other laws or regulations.

# CONDITIONS

## 1. Insured's Duties (To Prevent Loss)

The Insured shall take reasonable precautions to prevent Injury and Damage and to comply with all obligations and regulations imposed by any Statute or Authority and to maintain all buildings furnishings ways and works machinery and plant in sound condition. The Insured shall forthwith cause any defect or danger to be made good or remedied on discovery and in the meantime shall cause such additional precautions to be taken as the circumstance may require.

The Insured shall cause all motor vehicles specifically mentioned in the Schedule to be inspected at his own expense at least once a year by a suitably qualified engineer. Any recommendations regarding overhaul repair or maintenance made during or following such inspection shall be implemented forthwith by the Insured.

## 2. Claims

Upon the happening of any event which may give rise to a claim (regardless of any Excess) the Insured shall forthwith give written notice to the Company with full particulars. Every letter claim writ summons and process shall be forwarded to the Company on receipt. Written notice shall also be given to the Company immediately the Insured shall have knowledge of any prosecution or inquest in connection with any event for which there may be liability under this Policy. No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. The Insured shall give all such assistance as the Company may require.

In connection with any claim or series of claims made against the Insured consequent on or attribute to one source or original cause the Company may at any time subject to any Excess pay to the Insured the Limit of Indemnity (after deduction of any sums already paid as damages claimant's costs and expenses) or any less amount for which such claims can be settled and thereupon the company shall relinquish the control of such claims and be under no further liability in connection therewith except for additional costs and expenses for which the Company may be responsible under this Policy in respect of matters prior to the date of such payment.

## 3. Contribution

If at any time any claim arises under this Policy there be any other insurance covering the same liability the Company shall not pay more than its ratable proportion of such claim.

## 4. Cancellation Provision

The Company may cancel this Policy by sending seven day's notice to the Insured at the Insured's last known address. The Insured shall thereupon become entitled to a proportion return of premium.

# 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, Gżira GZR1405 giving us your policy or claim number in any correspondence.
- Step 3: If, after making a complaint to us, you are still unhappy and feel the matter has not been resolved to your satisfaction you have the right to refer the matter to the Office of the Arbiter for Financial Services, First Floor, St Calcedonius Square, Floriana FRN 5130 or email on *complaint.info@financialarbiter.org.mt*.

Access to the Arbiter for Financial Services is only applicable in terms of the Act to a natural person or a micro-enterprise which employs fewer than 10 persons and whose annual turnover or annual balance sheet does not exceed €2,000,000.

## Your Right to Legal Action

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

## Telephone Monitoring

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

# PROTECTION AND COMPENSATION FUND REGULATIONS

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

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

### IMPORTANT

This Policy is a legal contract and it is important that you examine it carefully to make sure that it meets your requirements. If it does not, or if your insurance requirements change, please let us know right away. You are reminded of the need to tell us immediately of any facts or changes which we would take into account in our assessment or acceptance of this insurance as failure to disclose all relevant facts may invalidate the Policy, or may result in the Policy not operating fully.



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**Branches**

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GasamMamo Insurance is authorised by the MFSA

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