

# MOTORCYCLE

INSURANCE POLICY



**Gasamamo**  
INSURANCE

we're always there

# Welcome to your GasanMamo Motor Policy

Thank you for choosing to insure your motorcycle with GasanMamo.

We have many years' experience in providing our policyholders with a reliable and competent motor insurance service, so you are in safe hands.

The policy contains all you need to know about the motor insurance cover you have purchased. You will also find information as to what to do if you have an accident and how to make a claim. If you need to ask any questions or should you require further information, please contact us and we will be more than happy to help you out.

We look forward to offering our insurance protection to you and to your motorcycle.

## What to do if you have an accident

First of all do not panic! Here is what you need to remember:

1. By law, you must stop if there is damage to any vehicle or property, or injury to any person, or certain animals, including dogs and horses. You must give your name, ID card number, address and insurance details to anyone with good reason to ask.
2. Make sure you get the names, addresses and phone numbers of any drivers, passengers or pedestrians involved, and details of any witnesses. By law, drivers must provide details of their insurance company and their policy number.
3. If you have a camera with you (for instance in your mobile phone) it is always a good idea to take photos of the accident, of any road signs or markings and of any damage suffered by the vehicles involved, before the vehicles are moved.
4. Do not admit blame or liability for an accident or offer to pay for any damage.
5. If you are involved in a front-to-rear collision you and the other driver must complete the Accident Report Form. You do not need to leave the vehicles in the same position they were in when the accident happened. If you are obstructing the traffic flow move

the vehicles to a safe area where you can complete the form. Remember to keep the Accident Report Form, which we provided you with when you took out this insurance, on your motorcycle at all times.

6. In any other collision, as long as no persons have been injured, you are to call the Traffic Accident Warden service on [2132 0202](tel:21320202). You are required to remain on site until the warden arrives and to provide all the information requested. Do not move the vehicles unless ordered to do so by a Police Officer or by the warden. Follow any instructions given by the warden. We will receive a copy of the report drawn up by the wardens automatically and you will incur no charge for this service.
7. If the collision results in persons being injured, call the emergency services immediately on 112. Do not move any injured persons unless their life is in immediate danger, wait for the paramedics.
8. If, as a result of the accident, damage is caused to state-owned property then it is necessary to call the police who will come on site to draw up a report.
9. If your motorcycle cannot be driven following the accident please call our contractors Spanner Motorcycle Towing on 99202004 . If you have purchased Roadside Assistance Cover your motorcycle will be towed for free to a destination of your choice.
10. If your motorcycle suffers damage as a result of any criminal activity (such as an attempted theft or malicious damage) you need to report the matter to the police at the nearest police station. Do not disturb any evidence that the police may require in their investigations.
11. If you collide into or damage any other property belonging to third parties (such as boundary walls, trees, electricity poles, building facades or street furniture) please report the incident to the wardens who will come on site and draw up a report.

Contact us as soon as you can on [2134 5130](tel:21345130) to report your accident. You can also email us or use our website to report the claim:

[accidents@gasanmamo.com](mailto:accidents@gasanmamo.com)

[www.gasanmamo.com/support/claims/motor/form/](http://www.gasanmamo.com/support/claims/motor/form/)

# Definitions

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

## Accessories

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

## Authorised Driver/ Permitted Drivers

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

1. *You.*

Provided that any other number that appears on the policy schedule shall have the meaning ascribed to it either on your policy schedule or by endorsement provided also that the driver holds the appropriate category driving licence to drive the insured vehicle.

## Certificate of Motor Insurance

The document that you must have as proof that you have the motor insurance necessary to comply with the law.

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

## **Claim**

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

## **Designated state**

Any designated state as defined by legislation and Switzerland, Andorra, San Marino and Vatican City.

Designated states include all member states of the European Union and members of the European Economic Area (EEA).

## **Endorsement**

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

## **Excess**

The amount you will have to pay towards each and every loss for which there is a claim. The excesses are shown in this policy, on your policy schedule or by endorsement. The highest excess will apply.

## **Fire**

Fire, lightning or explosion.

## Green Card

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

## Hazardous Goods

- high explosives such as nitro-glycerine, dynamite or any other similar explosive;
- pyrotechnic materials;
- bulk supplies of liquefied petroleum or gasoline;
- gases or chemicals in liquid, compressed, or gaseous form other than liquefied petroleum gas cylinders up to 25kgs.

## Legislation

The Motor Vehicles (Third Party Risks) Ordinance, Chapter 104 of the Laws of Malta.  
Protection and Compensation Fund Regulations, Chapter 403.13 of the Laws of Malta.

## Limitations as to Use

Where your vehicle is described under the 'Limitations as to Use' section of your policy schedule as:

### ***Motorcycle***

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

## **Malta**

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

## **Market Value**

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

## **Period of Insurance**

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

## **Policy Schedule**

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

## **Private Garage**

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

## **Spouse/Partner**

The spouse or partner of the insured living at the same address and sharing financial responsibilities as the insured. This does not include business partners or associates.

## **Territorial Limits**

Malta or another country as defined in section 7 of this policy or as may be extended by endorsement.

## **Theft**

Theft or attempted theft.

## **The Insured/You/Your/Policyholder**

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

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

GasanMamo Insurance Limited.

## **Third country**

A state other than Malta and which is not a designated state.

## **Trailer**

Any form of trailer, capable of being towed by your motorcycle.

## **Your Motorcycle / Vehicle**

The vehicle described in the policy schedule belonging to you and designed for use on a public road.



# The Contract of Insurance

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

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

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

## Law applicable to contract

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

## Jurisdiction

The cover provided under section 2 - Your liability to others, shall apply only to judgements, decisions or orders that are delivered by or obtained from a Court in Malta or a designated state. It shall not apply to judgements, decisions or orders, whatever the judgement, decision or order may be called, obtained from a court or other tribunal in a third country. Furthermore the indemnity provided herein shall not apply to a judgement or order obtained in Malta or in a designated state for the enforcement of a judgement, decision or order obtained in a third country or to costs and expenses of litigation recovered by any claimant from you, which costs and expenses of litigation are not incurred in Malta or in a designated state.

## Changes we need to know about

Please tell us immediately if you become aware of any changes to your circumstances which may affect this insurance or any other material facts. Such facts could include but are not limited to:

- a change to the persons to be insured;
- a change in the address where you normally keep your motorcycle;
- a change of use of your motorcycle;
- pending prosecutions, outstanding police enquiries, criminal convictions or charges for a criminal offence of any of the persons to be insured and motoring convictions;
- you must also inform us immediately if the ownership of your motorcycle changes as the protection offered by this policy applies only for as long as you are the owner of the motorcycle;
- any modification to your motorcycle;
- any physical or mental impairment to any person insured by this policy.

## Policy cover index

<b>Comprehensive</b>	Sections 1 to 8 of the policy are operative. Section 7C & 9 is operative if the additional premium has been paid.
<b>Third Party Fire and Theft</b>	Section 1 is inoperative except for loss or damage caused directly by fire or theft. Sections 2,4, 5 & 7A are operative. Section 7B,7C & 9 is operative if the additional premium has been paid.
<b>Third Party Only</b>	Sections 2,4 5,7A are operative. Section 7C is operative if the additional premium has been paid.

# Section 1

## Loss of or damage to your motorcycle

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

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

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

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

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

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

## Removal and Protection

If your motorcycle is disabled through loss or damage insured under this policy we will pay for:

- the reasonable cost of protection and removal of your motorcycle to the nearest suitable repairer and the reasonable cost of delivery to your address shown on the policy schedule after repair up to a maximum of €350; and

## Spare parts and accessories

We may decide to repair your motorcycle with parts which may have not been made by the manufacturer of your motorcycle but which are of a similar standard.

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

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

## **If your motorcycle cannot be repaired in Malta**

We will have the option to pay in cash for the cost of repairs. This cost will be estimated by us, taking into consideration the cost of any accessories and/or spare parts that need to be replaced, the workmanship hours needed to carry out the necessary repairs in accordance with the repair method approved by the motor vehicle's manufacturer, using the hourly rate paid out to the repair facility in Malta approved by the motor vehicle's manufacturer. In the absence of such a facility, the workmanship rate paid to a repair facility in Malta approved by other similar motor vehicle manufacturers will be used.

## New motorcycle concession

We will:

1. replace your motorcycle with a new motorcycle of the same make and specification (subject to availability) or;
2. pay you a sum equivalent to the cost of such motorcycle, but not exceeding your estimate of the vehicle's value by more than 10% shown in our records..

If within 12 months of purchase new by you or your spouse:

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

Your estimate of your motorcycle value is shown on the policy schedule and includes accessories and spare parts.

Replacement is subject to:

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

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

## Authorisation of minor repairs

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

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

## Excesses

If your motorcycle (including its accessories and spare parts) is lost or damaged, you will be responsible to pay the minimum excess shown below or the sum equivalent to 5% of the motorcycle's value (shown on your policy schedule) whichever is the higher.

The maximum amount of excess is of €500.

Authorised Driver	Minimum Applicable Excess
21 years and over	€50
Below the age of 21 years	€100

## Uninsured driver promise

If your motorcycle is damaged in an accident where the driver of the responsible vehicle is not insured, you will not lose your no claim discount and we will refund the cost of any excess you have had to pay. You must provide us with the registration number, the make/model of the vehicle and the driver's details of the vehicle responsible. This promise only applies where the driver of your motorcycle was not at fault. It will not apply if the vehicle that damages your motorcycle remains untraced.

## Exceptions to section 1 of your policy

*Your policy does not cover the following:*

1. *Loss of use, wear and tear, depreciation, deterioration or any loss or damage which happens gradually.*
2. *Mechanical, electrical, electronic failure breakdown or breakage.*
3. *Computer and equipment failure or malfunction.*
4. *Any part of a repair or replacement which improves your motorcycle beyond its condition before the loss or damage took place.*
5. *Loss or damage arising from theft or attempted theft whilst:*
  - *your motorcycle ignition keys or devices used to operate your motorcycle have been left on the motorcycle;*
  - *your motorcycle has been left unattended with the engine running when there is no-one on it.*
6. *Damage to tyres by braking or by punctures, cuts or bursts.*
7. *Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.*
8. *Deliberate damage caused by anyone insured under this policy.*
9. *Loss of value following repair.*
10. *Loss of or damage to audio-visual equipment (other than factory-fitted equipment), portable GPS navigation devices and mobile telephones.*
11. *Loss of use or other indirect costs such as travel costs or loss of earnings.*
12. *Storage costs incurred while the motorcycle is awaiting the commencement of repairs.*



13. *Loss or damage to your motorcycle where possession is obtained by trickery (fraud) or deception.*
14. *Loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public Authority.*
15. *Loss or damage caused by overloading or strain.*
16. *Loss or damage from incorrectly fuelling your motorcycle.*
17. *Loss or damage caused by insects or vermin.*
18. *Loss or damage to helmets and protective clothing.*
19. *Loss of or damage to accessories and spare parts by theft if your motorcycle is not stolen at the same time.*

# Section 2

## Your liability to others

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

1. death or bodily injury to other persons up to a limit of €6,070,000, or any higher limit imposed by legislation, for any one claim or series of claims arising out of any one event as a result of any accident involving your motorcycle or the loading or unloading of your motorcycle; and
2. damage to third party property up to a limit of €1,220,000, or any higher limit imposed by legislation, for any one claim or series of claims arising out of any one event as a result of any accident involving your motorcycle or the loading or unloading from your motorcycle.

Provided that we shall guarantee in each designated state the cover required by the law of that state or the cover required by the laws of Malta if that cover is higher.

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

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

In the event of a claim involving damage to other persons' property, we will have the option to relinquish the conduct of your defence, settlement or proceedings upon payment of the €1,220,000 limit or any higher limit imposed by legislation.

We shall not be responsible for the consequences of any alleged act or omission on our

part in connection with such defence settlement or proceedings.

We shall also not be liable to pay for any costs or expenses which you or any other person claiming under this policy will incur after we have relinquished such conduct.

## **Liability of other persons driving or using your motorcycle**

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

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

## **Indemnity to legal personal representatives**

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

## **Legal costs**

We may at our option:

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

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

## Excess

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

Policyholder/ Authorised Driver	Applicable Excess
aged 20 years or under	€100
aged 21 years or over	€50

These excesses apply in addition to any other compulsory excesses that may apply. These excesses shall not apply where a claim is being made under section 1 of your policy in which case all terms applicable to section 1 shall apply.

## Application of limits of indemnity

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

## Exceptions to section 2 of your policy

*We will not pay for:*

- 1. Any claim, if the claim relates to loss or damage to property (including any towed disabled mechanically propelled vehicle or trailer) being conveyed or belonging to or in the motorcycle of anyone we insure or any member of their households who claims under this part of the policy.*
- 2. Damage to any vehicle covered by this section.*
- 3. Loss, damage, injury or death occurring whilst your motorcycle is being used in that part of an aerodrome or airport provided for the take-off or landing of aircraft on the surface, aircraft parking aprons including the associated service roads and ground equipment parking areas and those parts of passenger terminals which come within the customs examination area except where such liability is required to be covered by legislation.*
- 4. Any liability incurred by anyone entitled to protection under the liability section of any other insurance.*
- 5. Loss, damage, injury or death directly caused by pollution or contamination unless caused by a sudden identifiable unintended and unexpected event which occurs in its entirety at a specific time and place during the period of insurance except where such liability is required to be covered by legislation. For the purpose of this exclusion pollution or contamination shall be deemed to mean all pollution or contamination of buildings or other structures or of water or land or the atmosphere.*
- 6. Any liability caused or arising beyond the limits of and road, carriageway or thoroughfare in connection with the bringing of the load to your motorcycle for loading on to it or the taking away of the load from your motorcycle after unloading from it.*

# Section 3

## Personal accident

If you and/or your spouse or the specified substitute named in the proposal form or by endorsement and/or his or her spouse suffer accidental bodily injury in direct connection with your motorcycle or while getting into, out of or travelling in any other vehicle, not belonging to you or hired to you under a hire purchase agreement, we will pay to the injured person €5,000 if, within three months of the accident, the injury is the sole cause of:

- death; or
- loss of any limb; or
- permanent loss of all sight in one or both eyes.

Loss of any limb shall mean loss by physical severance at or above the wrist or ankle or the total and permanent loss of use of an entire hand, arm, foot or leg.

The maximum amount we will pay to any one person following any one accident is €5,000. The maximum amount we will pay during any one period of insurance is €10,000.

Payment will be made directly to the injured person or to his/her appointed legal representative.

If you or your spouse, or the specified substitute and his/her spouse, hold any other policies with us in respect of any other vehicle you or the specified substitute will only be able to obtain compensation for injuries under one policy only.

A payment made under this section will not prejudice your no claim discount. No excess applies under this section.

*This personal accident insurance does not cover:*

- a. corporate bodies or firms;*
- b. death or bodily injury arising from suicide or attempted suicide;*
- c. death or bodily injury occurring while under the influence of alcohol or drugs;*
- d. anyone who is seventy years or older at the time of the accident.*

## Section 4

### **Emergency treatment**

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

A payment made under this section will not prejudice your no claim discount. No excess applies under this section.

## Section 5

### **While your motorcycle is being serviced**

We will continue to give you the full protection of this policy when your motorcycle is in the hands of the motor repairer for service or repair. For this purpose, we ignore any limitations as to driving or use as shown on your policy schedule or in any exclusion. We retain the right to make use of the subrogation rights given to us by law and under the terms of this policy in order to seek a recovery of all payments made, from the person responsible for causing such liability, loss or damage. The same excesses mentioned under section 1 and section 2 apply.



# Section 6

## No claim discount

If no claim is made under your policy, we will increase your no claim discount when you renew your policy in line with the scale we apply at that time. Where you have made a claim, we will reduce your no claim discount in line with the scale that we apply at that time.

If your renewal is due and we have not yet recovered any payments that we made to you from the responsible party, you may lose your no claim discount temporarily.

Once a full recovery has been effected, we will restore your no claim discount and refund any extra premium you have paid.

# Section 7

## If you take your motorcycle abroad

### A - Minimum cover for use abroad

This policy provides the minimum cover you need by law for your motorcycle when using it in any designated state. The level of cover we provide will be the minimum necessary to keep to the laws on compulsory insurance in the country where the event happened; or, the minimum cover needed either in that country or in Malta, whichever is higher.

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

This policy is intended to provide insurance protection for motorcycles that are registered in Malta and that are based in Malta. If you intend to use your motorcycle outside Malta other than for short trips not exceeding 30 days in total in any one period of insurance, you must notify us of this immediately.

All designated states have agreed that a Green card is not necessary for cross border travel. Your certificate of motor insurance should, therefore, provide sufficient evidence that you are complying with the laws on the compulsory insurance of motor vehicles in any of these countries that you visit. If, however, you contact us one working day before departure, we will be able to provide you with useful information on driving abroad, what to do and who to contact in the event of an accident.

### Travelling with your motorcycle to countries other than designated states

We may be prepared to extend cover to certain of these countries on request, in which case we will provide you with a Green Card and an additional premium will be required. You must contact us at least two weeks before so that we can prepare the necessary documentation.

## **B - Temporary extension of territorial limits**

If you take your motorcycle abroad to any designated state the territorial limits shall be extended to include any of designated states that you will be travelling to. This extension will apply for a period of 15 days in total in any one period of insurance provided that you give us one working day notice of your date of departure, the duration of your trip and indicate the names of the designated states that you will be travelling to.

The policy cover will apply while your motorcycle is in sea transit (including loading and unloading incidental to such transit) by any recognised ferry providing regular facilities for the transit of motor vehicles between ports within the territorial limits provided that such transit shall be of not longer duration under normal conditions than 65 hours.

If while using your motorcycle abroad you are unable to reach your destination as a result of your motorcycle not being able to be driven following an accident covered under this policy, we will pay for expenses you incur on overnight accommodation and/or the use of taxis or public transport up to a maximum limit of €500.

The limit of indemnity under the removal and protection clause of section 1 of the policy shall be increased to €2,500.

The definition of Authorised Driver/Permitted Drivers shall, for the time that your motorcycle is outside Malta, be limited to apply only to you and to any other person named by you and accepted by us.

## **C - Roadside assistance while your motorcycle is abroad**

We will pay for the cost of any roadside assistance service, required by you as a result of an accident or the mechanical or electrical failure or breakdown of your motorcycle, arising during the period of insurance, while your motorcycle is being used in any designated state outside Malta, subject to an overall limit of €800 in any one period of insurance.

This section is only operative if an additional premium has been paid. A payment made under this section will not prejudice your no claim discount. No excess applies under this section.

# Section 8

## Medical expenses

If you, or any other occupant of your motorcycle is injured as a direct result of your motorcycle being involved in an accident, we will pay for the medical expenses in connection with such injury up to the sum of €500 in respect of each person injured.

No excess applies under this section.

# Section 9

The following optional additional cover may be added to the cover provided by your policy at your request and at an additional premium

## **Motor legal expenses**

### **Persons insured by this section**

The persons covered by this section are you, the policyholder, any authorised driver and any passengers carried on your motorcycle at the time of an accident and/or incident, which occurs within the period of insurance.

### **Legal expenses to claim costs or compensation after a motor accident or incident**

If there is an accident and/or incident involving your motorcycle which is not your fault, we will pay legal costs and expenses up to a limit of €1,000 in respect of any one incident and in total in any one period of insurance, to help claim against the person(s) responsible.

As part of your claim we will pay to recover your financial losses, such as uninsured losses to your motorcycle, replacement vehicle hire costs and loss of earnings, and also obtain compensation if, as a result of travelling in, getting into or out of your motorcycle, you die or sustain personal injury. We must agree that reasonable prospects of success are present throughout the duration of the claim. This means that we must believe that it is more likely than not that you will succeed in a claim for those losses.

The following conditions apply:

- the incident occurs during the period of insurance;
- the incident occurs within the territorial limits;
- any legal proceedings will be carried out within the territorial limits by a court or similar body which we have agreed to.

You are free to appoint a lawyer of your choice to act for you, however you may not agree to any charges without our prior approval in writing. The lawyer will be required to agree to our standard terms of appointment. Alternatively we will appoint a lawyer chosen by us, unless a conflict of interest exists. There is a conflict of interest if we provide liability or legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this section.

## **The legal costs and expenses we will pay for**

We will pay for the reasonable legal costs and expenses, which we have agreed to or authorised, incurred in respect of your claim against the responsible party and/or legal costs and expenses, which you have been held responsible for by a court or similar body directly relating to the claim. In determining whether or not costs are reasonable, we will make reference to the taxed bill of costs issued by the court or by a similar body. We will also consider whether a person without legal expenses insurance, and with the funds available to finance their own legal costs, would be likely to find the costs in question reasonable.

Specific factors we will take into account in making this determination are:

- the amount of any financial losses being claimed;
- the value and complexity of the case;
- the geographical location of the person and the other party to the action;
- the conduct and actions of the other party;
- the normal level of legal costs and expenses a similar specialist lawyer appointed by us would charge.

## Reasonable prospects of success explained

Before we begin to pursue financial losses or pay any legal costs and expenses we will discuss your claim with the appointed lawyer and assess the prospects of success.

In respect of all claims we need to establish that it is more likely than not that you will:

- make a recovery of damages either in full or in part against the person(s) you believe were to blame;
- recover more than any offer of settlement from the person(s) you believe were to blame;
- make a successful appeal or defence of an appeal;
- obtain a legal remedy which we have agreed to pursue or defend;

If at any time it is established that your claim no longer has a reasonable prospect of success, we will confirm this in writing to you. We will pay for all costs and expenses we have agreed or authorised prior to the change in prospects of success. You have the right to continue the legal proceedings but this will be at your own expense and we will not pay any legal costs and fees you may be held responsible for after the confirmation in writing.

## What is not covered

*We will not pay any costs and expenses:*

1. *which we have not agreed to or authorised;*
2. *incurred prior to our acceptance of a claim;*
3. *resulting from any legal action you take without our prior approval;*
4. *resulting from any claim deliberately or intentionally caused by you;*
5. *for a dispute with us in respect of the policy terms and conditions;*
6. *for losses already paid by us under any other section of this policy.*

## Conditions relating to your claim

1. Incidents must be reported to us within 90 days after the date you discovered the incident.
2. You must allow us direct access to the appointed lawyer who will provide us with any information or opinion on your claim.
3. You must provide us with any information or instructions that we may reasonably ask for in relation to your claim. If we do not receive all the information or instructions we need we may delay or suspend your claim.
4. You must notify us immediately if the approved lawyer receives a formal offer to settle a claim or to make a payment into court.
5. If you do not accept a payment into Court or any offer where the appointed lawyer advises that this is a reasonable payment or offer, we may refuse to pay further legal costs and expenses.
6. No agreements:
  - a. with a third party in which you admit liability;
  - b. to settle on the basis of both parties paying their own costs; are to be made without our prior approval.
7. You must support us in the recovery (from the person(s) who you believe were responsible) of any legal costs and expenses that we have paid and pay those legal costs and expenses to us.
8. In respect of the following, if you:
  - a. settle or withdraw a claim without our prior agreement;
  - b. do not give suitable instructions to the appointed lawyer; or
  - c. dismiss an appointed lawyer without our prior consent,

the cover we provide in respect of your claim will end immediately and we will be entitled to reclaim any costs and expenses we have incurred.



# GENERAL EXCEPTIONS

*Your policy does not cover the following:*

1. *Any claim if any person insured under this policy does not keep to the terms, exceptions and conditions of this policy. The cover will also not apply if they can claim under another policy.*
2. *Any liability, accident, injury, loss or damage while any motorcycle insured under this policy is being:*
  - a. *used otherwise than for the purposes described under the 'Limitations as to Use' section of your certificate of motor insurance and/or policy schedule; or*
  - b. *driven by or is in the charge of any person to whom your motorcycle has been hired; or*
  - c. *driven by or is in the charge of any person other than as described under the section of your certificate of motor insurance and/or policy schedule headed 'authorised drivers'; or*
  - d. *driven by or is in the charge of any person including you unless the driver holds or has held a licence to drive the motorcycle insured and is not disqualified from holding or obtaining such a licence or is not complying with the terms and conditions on their licence; or*
  - e. *driven by or is in the charge of any person including you if at the time of driving the driver:*
    - *is found to be over the limit prescribed by law for alcohol; or*
    - *is driving whilst unfit through drink or drugs, except for drugs taken under medical supervision and not for the treatment of drug addiction; or*
    - *fails to provide a sample of breath, blood or urine when required to do so without lawful reason.*

*This exclusion applies irrespective of whether or not;*

- you were aware of the condition of the driver; or*
- you gave consent to the driver to use the motorcycle.*

*We will not withdraw this cover while your motorcycle is in the custody or control of a member of the motor trade for the purposes of maintenance or repair.*

- 3. Any liability you have accepted solely by virtue of an agreement but which would not attach if that agreement did not exist.*
- 4. Any amounts payable under this policy which are unrecoverable from any third party solely due to an agreement or contract.*
- 5. Loss or destruction of, or damage to, any property whatsoever, or any loss or expense whatsoever or any consequential loss, and any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:*
  - a. ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;*
  - b. the radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.*
- 6. Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, insurrection or military or usurped power, detention, seizure, confiscation or any attempt thereat except so far as is necessary to meet the requirements of legislation.*
- 7. Any consequence of civil commotion assuming the proportions of or amounting to popular rising.*
- 8. Death, disability, loss, damage, destruction, any legal liabilities, cost or expense*

*including consequential loss, of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss or any action taken in controlling, preventing, suppressing or in any way relating to terrorism.*

*For the purpose of this policy an act of terrorism means:*

- a. the use of threat of force, violence; and/or*
- b. harm or damage to life or to property including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents, by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes expressed or otherwise and/or to put the public or any section of the public in fear.*

*9. Any liability, accident, injury loss or damage if your motorcycle:*

- a. is not registered in Malta unless it is in the process of being registered as provided by section 7 of this policy;*
- b. is not normally based in Malta;*
- c. has been previously certified as unable to be repaired by an approved motor surveyor or other expert unless you are able to present satisfactory evidence that the motorcycle was repaired and made roadworthy.*

*10. Any liability, accident, injury, loss or damage arising outside the territorial limits.*

*11. Any liability, accident, injury, loss or damage arising as a result of your vehicle being used for racing, pace-making, reliability trial or speed testing, off-roading or use for any purpose in connection with the motor trade.*

*12. Any liability, accident, injury, loss or damage in respect of your vehicle in relation to which you have entered into any contract of sale or purported contract of sale whether this transaction constitutes a valid contract or not or would have constituted a valid contract but for the failure to comply with the provisions of any legislation applicable to the sale of vehicles.*

13. *Any liability, accident, injury, loss or damage if at the time of the accident the number of passengers carried on your vehicle exceeds the number indicated in your policy schedule.*
14. *Any liability, accident, injury, loss or damage caused by the use of your vehicle as a weapon with the intent to cause loss, damage or injury to any person.*
15. *Any liability 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.*
16. *Any liability, accident, injury, loss or damage if at the time of the accident the vehicle was involved in the carriage of hazardous goods other than Liquefied Petroleum Gas (LPG) cylinders up to 50kgs in total.*

# CONDITIONS

## **1. CLAIMS PROCEDURE**

As soon as reasonably possible after any accident, injury, loss or damage, you or your legal representatives must notify us giving full details of the incident. Any communication you receive about the incident should be forwarded to us immediately unanswered.

You must also provide us with any information or instructions that we may reasonably ask for in relation to your claim, if we do not receive all the information or instructions we need we may delay or suspend your claim.

It shall be a condition precedent to your right to be indemnified under this policy that you or your legal representatives must let us know immediately in writing if anyone insured under this policy is to be prosecuted as a result of the incident, or if there is to be an inquiry, or becomes aware of any legal or judicial proceedings brought or threatened, whether in Malta or in a foreign court or tribunal. In the event of theft or other criminal act which may give rise to a claim under this policy, you or any other person claiming indemnity under this policy must advise the police authorities immediately and cooperate with us to convict the offender.

You, or anyone else claiming under this policy, must not admit to any claim, promise any payment or refuse any claim without our written consent. We may at our option take over and conduct in your name, or the name of the person claiming under the policy, the defence or settlement of any claim or take proceedings for our own behalf but in your name, or in the name of anyone else insured by this policy to recover any payment we have made under this policy. We shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this policy shall give us all the information and assistance necessary for us to achieve a settlement.

## **2. CANCELLATION BY US**

We, or any agent appointed by us and acting with our specific authority may cancel this policy by sending not less than seven days' notice of cancellation to your last known address. We will calculate the premium for the period we have been insuring you and refund any balance. You will be required to return your certificate of motor insurance to us. Please note that it is an offence under current legislation not to surrender the certificate within seven days of the cancellation date.

## **3. CANCELLATION BY YOU**

You may cancel this policy as long as you are able to present evidence that your vehicle has been transferred to a new owner, or insured by another insurer, or else that the vehicle has been registered as "garaged", "scrapped" or "exported" in accordance with any Transport Malta rules and regulations effective at the time of cancellation. You are required to return your certificate of motor insurance to us.

Unless you have made a claim during the current period of insurance, we will calculate the charge for the expired portion of your insurance using our short period rates to the date we receive your certificate of motor insurance and refund any amount due to you.

No refund of premium may be given if a claim has been registered on the policy during the current period of insurance.

#### 4. **SHORT PERIOD RATES**

<b>Period of Insurance not exceeding:</b>	<b>% of Annual Premium due to You</b>
30 days	85%
60 days	75%
90 days	67%
120 days	60%
150 days	50%
180 days	40%
210 days	30%
240 days	20%
300 days	10%

*If the period of insurance exceeded 300 days no return premium is due.*

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

#### 5. **OTHER INSURANCE**

If at the time of any claim arising under this policy there is any other insurance policy covering the same loss, damage or liability, we will only pay our share of the claim. This condition does not apply to personal accident benefits under section 3 which will be paid as indicated in that section.

#### 6. **YOUR DUTY TO PREVENT LOSS OR DAMAGE**

You shall at all times take all reasonable steps to safeguard your vehicle from loss or damage. This includes ensuring that you activate any anti- theft device fitted and removing any audio equipment or parts of it where physically possible when you leave the vehicle unattended. You shall maintain your vehicle in an efficient and roadworthy condition and we shall have, at all times, free access to examine your vehicle.

## **7. *ARBITRATION***

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

## **8. *YOUR DUTY TO COMPLY WITH POLICY CONDITIONS***

Our provision of insurance under this policy is conditional upon you observing and fulfilling the terms, provisions and conditions of this policy. We will only provide the insurance described in this policy if the information given on your proposal form and declaration is to the best of your knowledge and belief, correct and complete.

You have a duty to inform us of any facts the knowledge of which could affect our decision to accept the insurance or the terms under which we would accept it.

## **9. *FRAUD***

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

## **10. *OWNERSHIP***

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



### **11. PAYMENTS MADE UNDER COMPULSORY INSURANCE REGULATIONS AND RIGHTS OF RECOVERY**

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

### **12. SUBMISSION TO FOREIGN COURT OR TRIBUNAL**

Without prejudice to the Jurisdiction Clause set out in this policy, it shall be a condition precedent to your right to be indemnified under this policy that you do not voluntarily submit to the jurisdiction of a foreign court or tribunal, whether by means of entering an appearance or by means of a choice of court or jurisdiction agreement, without our previous consent in writing. Provided that this condition shall not apply to judicial proceedings brought before a court or tribunal of a designated state which would have had jurisdiction against you, irrespective and independently of your submission to its jurisdiction. For the purposes of this condition, “foreign court or tribunal” means a court or other tribunal outside Malta.

### **13. DIRECT RIGHT OF ACTION**

Third parties may contact us directly in the event of an accident, loss or damage as allowed by legislation. In these circumstances we may deal with any claim, subject to legislation and to the terms and conditions of your policy.

# SERVICE INFORMATION

## *HOW WE USE YOUR INFORMATION AND WHO WE SHARE IT WITH*

It is a condition of the policy that you agree to the processing of personal data in the way set out in the Data Protection Statement. You have given us permission to do this when you signed the Data Protection Notice contained in the proposal form. All personal data provided by you will be treated in confidence and will not be disclosed to any third party except where the data subject has consented thereto or where permitted by law.

To the extent that the information provided by you constitutes personal data, you agree to the processing of such data for purposes which include:

- managing and administering your proposal for insurance;
- issuing your insurance policy and the collection of premiums and other bills;
- handling and settling of claims and paying other benefits;
- reinsurance or coinsurance;
- preventing, detecting, suppressing and prosecuting insurance fraud;
- establishing, exercising or defending a legal claim;
- meeting any other legal or contractual obligation;
- prospecting new insurance markets;
- internal management and actuarial activities;
- assessing creditworthiness, protecting credit and limiting relevant risks.

In addition you agree that we may pass some or all of the information that relates or is ancillary to the claims history of persons who may claim under your policy to the Malta Insurance Fraud Platform, other insurance companies or to the Malta Insurance Association for any of the here stated purposes.

Information about you comprises of all details we hold about you, your transactions and includes information obtained from third parties. If you contact us electronically we may collect your electronic identifier, such as your IP address (Internet Protocol) and your telephone number as supplied by your service provider. We may also record telephone conversations.

In accordance with the Data Protection Act you may request a copy of the information we hold about you. A fee may be payable.

### ***IMPORTANT INFORMATION***

Under the Protection and Compensation Fund Regulations 2003, should the company be unable to meet all its liabilities to policyholders, compensation may be available.

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

## ***COMPLAINTS PROCEDURE***

As a valued customer you are right to expect fairness and a swift and courteous service at all times. We recognise that sometimes you may be dissatisfied with our service. To help us improve we would appreciate your honesty in telling us about your experience of our service – Your feedback will make all the difference.

### ***WHAT SHOULD YOU DO?***

- Step 1. Please speak to your usual insurance advisor or your GasanMamo Insurance Ltd contact.
- Step 2. If you remain dissatisfied or you feel your complaint remains unsolved please write to the **Managing Director, GasanMamo Insurance Ltd, Msida Road, 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 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](mailto:complaint.info@financialarbiter.org.mt).

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.



**GasamMamo**  
INSURANCE

**Head Office:**

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**Branches:**

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

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