

# LOW POWERED VEHICLES INSURANCE POLICY



**Gasamamo**

INSURANCE

we're always there

# Welcome to your GasanMamo Motor Policy

Thank you for choosing to insure your vehicle 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 vehicle.

## 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, with you 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 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:

## *Authorised Driver/ Permitted Drivers*

This term, in relation to your vehicle, 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, where this is required by Maltese law.

## *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.

## ***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:

### ***Private***

This shall mean use solely for social, domestic and pleasure purposes. The policy shall not cover use for hire or reward.

## ***Malta***

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

## ***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 vehicle and the insurance protection provided to you. The policy schedule shows who can drive your vehicle and what purposes it can be used for and any applicable endorsements.

### ***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.

### ***Your Motor Vehicle***

The vehicle described in the policy schedule belonging to you. The vehicle body type shown in the policy schedule is defined in S.L. 65.26 Low-Powered Vehicles and Pedal Cycles Regulations.

# 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 in Malta 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 1 - 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 vehicle;
- a change of use of your vehicle;
- 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 car changes as the protection offered by this policy applies only for as long as you are the owner of the vehicle;
- any modification to your vehicle;
- any physical or mental impairment to any person insured by this policy.

# Section 1

## 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 vehicle or the loading or unloading of your vehicle; 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 vehicle or the loading or unloading of your vehicle.

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 vehicle

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 vehicle provided that your certificate of motor insurance and/or policy schedule allows that person to drive:
- any passenger travelling or getting into or out of your vehicle.

## 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:

Age of Driver	Applicable Excess
aged 24 years or under	€100
aged 25 years or over	€50

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

# Section 2

## Emergency treatment

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

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

### EXCEPTIONS

We will not pay for:

1. Any claim, if the claim relates to loss or damage to property being conveyed or belonging to or in the care of anyone we insure or any member of their households who claims under this part of the policy.
2. Damage to any vehicle covered by this policy.
3. Loss, damage, injury or death occurring whilst your vehicle 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 any road, carriageway or thoroughfare in connection with the bringing of the load to your vehicle for loading on to it or the taking away of the load from your vehicle after unloading from it.
7. 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.
8. Any liability, accident, injury, loss or damage while any vehicle 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 vehicle 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 vehicle 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 prescribed limit 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.
9. Any liability you have accepted solely by virtue of an agreement but which would not attach if that agreement did not exist.
10. Any amounts payable under this policy which are unrecoverable from any third party solely due to an agreement or contract.
11. 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 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.
- 12. 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.
- 13. Any liability, accident, injury, loss or damage which is caused by or as a result of strike, riot or civil commotion.
- 14. 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.



15. Any liability, accident, injury loss or damage if your vehicle is required by Maltese law to be registered but it is unregistered at the time of the loss.
16. Any liability, accident, injury, loss or damage arising outside of Malta.
17. 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.
18. 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.
19. Any liability, accident, injury, loss or damage if at the time of the accident the number of passengers carried in your vehicle exceeds the number indicated in your policy schedule.
20. 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.
21. 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.

22. Any liability, accident, injury, loss or damage caused when your vehicle is involved in:
  - a. the transportation of high explosives such as nitro-glycerine, dynamite or any other similar explosive,
  - b. the transportation of liquefied petroleum or gasoline
  - c. the transportation of chemicals or gases in liquid, compressed or gaseous form
23. Any liability, accident, injury, loss or damage arising out of flood, typhoon, hurricane, cyclone, tornado, volcanic eruption, earthquake or other convulsion of nature.
24. 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.

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

Period of Insurance not exceeding:	% of Annual Premium due to You
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.

#### 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.

#### 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 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](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.



**Head Office:**

Msida Road, Gżira GZR 1405, Malta

Tel: 2134 5123 Fax: 2134 5377

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

[gasanmamo.com](http://gasanmamo.com)

**Branches:**

B'Kara • Mellie'a • Mrie'el • Mosta • Naxxar • Paola • Óal Qormi • Rabat • Tas-Sliema • Valletta

GMI/PC/0120