

# Public Liability Policy

## Insurance Product Information Document

GasanMamo Insurance Limited is authorised under the Insurance Business Act and Regulated by the Malta Financial Services Authority.



Company: GasanMamo Insurance Ltd

Product: Public Liability Policy

This is a summary of our insurance policy. You will find all the terms and conditions, along with other important information in the policy document.

### What is this type of insurance?

The Public Liability Policy provides indemnity to the Insured for his/her legal liability occurring in connection with the business at the place or places mentioned in the schedule.



#### What is insured?

- ✓ The Company will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay within the geographical area as compensation for (a) accidental bodily injury (fatal or non-fatal) to disease contracted by any person (b) accidental loss of or damage to property occurring in connection with the business at the place or places mentioned in the schedule.
- ✓ The policy is also extended to cover the following:
  - *Indemnity to Personal Representatives:* In the event of the death of the Insured the Insurer will in respect of the liability incurred by the Insured indemnify the Insured's personal representatives in the terms of and subject to the limitations of this Policy provided that such personal representatives shall as though they were the Insured observe, fulfil and be subject to the terms, exceptions and conditions of this Policy so far as they can apply.
  - *Indemnity to Principal:* If any claim shall be made against the Principal with whom the Insured shall have entered into a contract, for injury, disease, loss or damage as within defined and the claim is one in respect of which if it were made against the Insured direct he would be entitled to indemnity under this Policy, then and in such case the Insurer will subject to the limits, terms and conditions of this Policy indemnify the Principal against his legal liability for the claim, provided that:

the Insurer shall retain the sole conduct and control of the claim and

the Insurer shall not be liable to grant indemnity hereunder where the Principal has himself or by his employees or agents been guilty of any negligence or other default.



#### What is not insured?

##### General & Main Exclusions only

- ✗ Injury or disease contracted by any person who is under a Contract of Service or Apprenticeship with the Insured when such injury or disease arises out of and in the course of his employment by the Insured.
- ✗ Injury, disease, loss or damage caused by goods sold, supplied, repaired, serviced, maintained or manufactured by the Insured or by remedial, professional or other treatment.
- ✗ Injury, disease, loss or damage caused by or in connection with any mechanically propelled or horse drawn vehicle.
- ✗ Injury, disease, loss or damage (unless due to fire or explosion) caused by or in connection with any passenger lift or for the maintenance of which the Insured is responsible.
- ✗ Injury, disease, loss or damage caused by any sub-contractor or by any employee of any such sub-contractor.
- ✗ Loss of or damage to property belonging to or in the custody or control of the Insured or of his employees other than employees' clothing and personal effects.
- ✗ Damage to land, buildings, structures caused by subsidence or demolition or resulting from the weakening of or insufficient support.
- ✗ Any liability which attaches by virtue of an agreement, but which would not have attached in the absence of such agreement.
- ✗ Liquidated damages or penalty clauses or fines or punitive or exemplary or aggravated damages.
- ✗ All claims for losses relating to actual or probable casual elements and connected illnesses in the area of transmissible spongiform encephalopathy (TSE).
- ✗ Loss, damage, liability, claim, cost or expense arising out of and in connection with any loss of use, functionality, repair, restoration or reproduction of any data.
- ✗ Liability, loss, cost or expense caused by or in connection with nuclear reaction, radiation or radioactive contamination.
- ✗ Loss, damage, cost or expense directly or indirectly caused by or resulting with an act of terrorism.
- ✗ Loss or damage directly or indirectly caused by or in consequence of war or war-like operations.
- ✗ Loss, liability, damage, compensation, injury, sickness, disease, death, cost or expense in connection with a Communicable Disease.



### What is not insured? ... Continued

- ✗ Injury, diseases, loss or damage directly or indirectly caused by pollution or contamination other than caused by a sudden identifiable unintended and unexpected incident.
- ✗ Any actual or alleged liability for any claim or claims in respect of losses directly or indirectly arising out of or in any way involving asbestos, or any materials containing asbestos.
- ✗ Payment of any claim or provision of such benefit that would expose the company to any sanction, prohibition, or restriction under United Nations resolutions, European or any of its member states, the United Kingdom or the United States of America, or any of its states.
- ✗ Any other exclusion or limitation shown in the policy document.



### Are there any restrictions on cover?

- ! Certain limitations may apply to your policy, for example:
  - The excess (the amount you must pay on any claim)
  - The Monetary limits agreed under the policy, and/or
  - The Geographical Area & Jurisdiction Clause, and/or
  - Clauses that exclude certain types of loss or damage



### Where am I covered?

- ✓ The specified address(es) noted in the policy schedule. If specifically endorsed under the policy, cover may also be extended elsewhere than the place or places mentioned in the schedule in respect of collections and deliveries, within the geographical area.



### What are my obligations?

- You must take reasonable care to give us complete and accurate answers to any questions we ask – whether you are taking out, renewing, or making changes to your policy.
- Please tell us immediately if the information set out in the proposal form or in your policy schedule changes.
- You must observe and fulfil the terms, provisions, conditions, and clauses of this policy – failure to do so could affect your cover.
- You must tell us about any event which might lead to a claim as soon as possible, after the occurrence of any accident with full particulars.
- For full details of your obligations, please see the 'Conditions' section of the policy document.



### When and how do I pay?

You may pay your premium by credit/debit card, by internet banking, in cash or by cheque. The premium is paid annually.



### When does cover start and end?

From the start date (shown on your schedule) for twelve (12) months.



### How do I cancel the contract?

You can cancel the policy by writing to us. You may be entitled to a refund of your premium as long as no claim has been made during the current period of insurance.