

# Product Distribution Document

Company: GasanMamo Insurance Ltd

GasanMamo Insurance Ltd is authorised under the Insurance Business Act & regulated by the MFSA.



This document is intended solely for internal use by the distributors of this insurance product and is not to be supplied to clients.

## Product Name

Public Liability Insurance Policy

## Product Features

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.
- 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.

#### **Restrictions on cover**

Certain limitations may apply to the policy, for example:

- The excess noted in the policy schedule.
- The monetary limits agreed under the policy.
- The geographical area & jurisdiction clause.
- Clauses that exclude certain types of loss or damage.

#### **In which locations is the insured 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.

#### **When does cover start and end?**

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

#### **Product Costs**

- Premium is calculated on a case-by-case basis in accordance with GasanMamo's risk tariffs and specific risk underwriting.
- 11% Government duty is charged on Premium (subject to a minimum of Euro 13.00)

#### **Product Risks**

No risks that could be of detriment to the target market have been identified.

#### **Product Complexity**

This product is classified as non-complex.

#### **Product Target Market**

The Public Liability Insurance Policy is targeted towards legal persons or natural persons of 18 years or over, requiring public liability cover, for risks situated in Malta (unless otherwise endorsed under the Policy).

#### **Negative Target Market**

No negative target market identified.

#### **Conflicts of interest**

No foreseeable conflicts of interest have been identified.

#### **Product Distribution Strategy**

Sold face to face to the identified target market from/by:

- GMI Head Office
- GMI Branches
- Brokers
- Tied Insurance Intermediaries
- Agents
- Electronic means

#### **Product Approval Process**

The product oversight and governance process has been assessed by GasanMamo's Product Oversight & Governance Committee and approved by GasanMamo's Governance, Risk & Compliance Committee and the Board of Directors.

**GasanMamo Insurance Limited is the sole manufacturer of this product.**