

HOME

INSURANCE POLICY



Gasamamo
INSURANCE

we're always there

Home

Insurance Policy

This is your policy, explaining your protection in detail.

Your premium has been based upon the information shown in the Policy Schedule.

Please check your Policy Schedule to ensure that the details we hold are correct.

If after reading your policy you have any questions, please contact GasanMamo Insurance.



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The Contract of Insurance

Your GasanMamo Insurance Home Insurance policy document is made up of this booklet, the schedule and any endorsements shown on your schedule. Your GasanMamo Insurance Home Insurance policy is a contract between us, GasanMamo Insurance and you, the Policyholder. It is formed by your application form and this policy document.

We will insure you against loss, damage or legal liability which may happen during any period of insurance which you are covered for. This is based on the information you give us and the declaration you made in the application form. It also depends on the terms of the policy.

The policy document describes the property insured and sets out all the circumstances when you can make a claim. It tells you how we settle claims and the maximum amounts we will pay.

Insurance policies do not cover you against every loss. For example, you cannot claim if the only damage is wear and tear caused by normal everyday use. The policy document also explains the exclusions - the things you are not covered for.

There are also certain conditions which you must meet. For example, you and members of your household must keep your property in a good state of repair and take all reasonable steps to prevent injury, loss or damage.

On behalf of GasanMamo Insurance Ltd.



Julian J. Mamo
Managing Director

You must tell us about any changes which affect your policy and which have occurred either since the policy started or since the last renewal date. If you are not sure whether certain facts are relevant please ask your Insurance Adviser. If you don't tell us about relevant changes, your policy may not be valid or the policy may not cover you fully.

You should keep a written record (including copies of letters) of any information you give to us, or your Insurance Adviser when you renew this policy.



Registered in Malta: No. C3143.
Registered Office:
Head Office, Msida Road, Gzira GZR 1405, Malta.

Definitions

Each time we use one of the words or phrases listed below, it will have the same meaning wherever it appears in italics in your policy.

The Policyholder/You

The person or people shown on *the schedule* under 'Name of Policyholder'.

Your Household

You, members of your family living permanently with *you* and your domestic employees.

We/Us/GasanMamo Insurance

GasanMamo Insurance Ltd.

Malta

The islands of *Malta*, Gozo and Comino

Home

The self contained property at the address shown on the *schedule* including any *outbuilding*, underlying or interconnecting garage used for private purposes only.

Unless described differently by *endorsement*, the *home* must be built of brick, stone or concrete, and roofed with slate, tile, asphalt, metal or concrete.

Buildings

The *home* including fixtures and fittings, interior decorations, aerials and masts, satellite dishes, solar water heaters, photovoltaic systems, water storage tanks, fire and/or burglar alarm and other security systems, domestic air-conditioning equipment, *outbuildings*, garages and greenhouses all designed and used for domestic purposes only, swimming pools and related equipment and machinery, tennis courts, terraces, patios, driveways, footpaths, walls (including rubble walls), gates, hedges and fences and your share of common areas and passenger lift.

Household Contents

All possessions belonging to *your household* or for which any member of *your household* is legally responsible (but only to the extent of their financial liability to the owner) including fitted kitchen furniture and built-in appliances which form part of the fitted units.

This does not include the following:

1. *Motor vehicles*, caravans, trailers, boats, canoes, surfboards, sailboards, overcraft, aircraft, gliders and any accessory which is designed to be used with any of these.
2. Living creatures.
3. Trees, bushes or plants of any kind (but not houseplants which *you* usually keep in your *buildings*).
4. Interior decorations.
5. Plans, drawings, securities, certificates or documents of any kind except those defined as *money*.
6. Property owned or used totally or partly for business purposes or connected with any employment.
7. Fixed swimming pool equipment and machinery.
8. Fire and/or burglar alarm and other security systems and domestic air-conditioning equipment.
9. Property more specifically insured by this or any other policy.

Money

Cash, cheques, travellers cheques, current travel tickets, hotel vouchers, telecards, mobile phone top-up vouchers and stamps not forming part of a stamp collection.

Motor Vehicle

Mechanically or electrically propelled vehicles (other than domestic garden equipment), caravan, aircraft or watercraft.

Valuables

Furs, jewellery, articles containing precious metals or stones, gold or silver articles, curios, clocks, watches, personal adornments, works of art, paintings, pictures, stamp, coin or medal collections.

Amount Insured

The *amount insured* as shown on the *schedule* is the maximum amount payable (depending on any special conditions shown in the policy booklet) for all claims which happen because of any one incident. This maximum amount is not reduced if *we* pay a claim.

The *amount insured* under Part A must be adequate to rebuild your *buildings* as new including the cost of professional fees, site clearance costs and costs which *you* must pay by law.

The *amount insured* under Parts B and C of your policy must be enough to replace the insured items as new, taking into account the basis of settlement described in the Claims Settlement Section.

Schedule

The *schedule* is part of this policy. Whenever there is a change in the terms of your insurance contract, *you* will be given a fresh *schedule*. The *schedule* gives details of *the policyholder*, the *period of insurance*, the property insured, the *amounts insured*, any *endorsements*, and the insured address.

Period of Insurance

Any length of time which *we* have accepted your premium for, as shown on your latest *schedule*.

Endorsement

A change to the terms of the policy.

If *you* have any *endorsements* there will be reference numbers for them on your latest *schedule*.

Unoccupied

This is when your *home* is insufficiently furnished for habitation or is not lived in by *you* or any member of *your household* for more than 90 consecutive days.

Exclusion(s)

Something your policy does not cover *you* for.

Personal Possessions

Jewellery

Paintings

Watches

Audio, Photographic and Video Equipment

Binoculars

Mobile Phones

Musical Instruments

Sports Equipment

Pedal Cycles

Home Computer Equipment, Personal Organisers and other electronic devices

Loss of Sight

Complete and irrecoverable *loss of sight*.

Loss of Limbs

Means 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.

Permanent Total Disablement

Means permanent and total disablement from engaging in or attending to any kind of profession or occupation.

Permanent Partial Disablement

Means any Permanent Disablement other than *Permanent Total Disablement* as defined above.

Temporary Total Disablement

Means temporary disablement preventing the Insured from engaging in or giving attention to his/her profession or occupation.

Business Contents

Equipment, stocks, materials and trade samples which *you* own or are held in trust, used in your *home* in connection with your business.

Business Money

Cash, cheques and current postage stamps in your *home* used in connection with your business.

Outbuilding(s)

Sheds, greenhouses, guest quarters and other buildings which do not form part of the structure of the main building on your *home* and are used or occupied for domestic purposes.

Each time we use one of the words or phrases listed below under Section 10 to Part A - Buildings, it will have the same meaning wherever it appears in italics.

Authorised Contractor

A person, company or organisation authorised by *us*.

Emergency

The result of a sudden and unforeseen incident at your *home* which, if not dealt with immediately, will:

- make the *home* unsafe or insecure for its occupants or a third party, or;
- create a risk of loss of or damage to your *home* and/or *contents*.

Emergency Repair

A temporary repair, which is necessary to resolve the immediate *emergency*, carried out by an *authorised contractor* within the service limits.

Permanent Repair

Work which is necessary to put right the damage that the *emergency* has caused to the *home*, carried out by an *authorised contractor*.

Buildings

Important

Part A of your policy only applies if you have chosen to insure your *buildings* and the word '**Buildings**' appears on your latest schedule.

You are covered by the insurance provided under Part A during the *period of insurance*. However, this depends on the limits and Special Exclusions (shown in Part A), General Exclusions and General Conditions.

Claims Settlement

We can choose to:

1. pay the cost of work carried out to rebuild, replace or repair your *buildings*; or
2. arrange for your *buildings* to be rebuilt, replaced or repaired; or
3. pay you cash based on our estimate of the cost to rebuild, replace or repair your *buildings*; or
4. if you choose not to rebuild or repair your *buildings* we can choose to pay the difference between the market value of the *buildings* immediately before the loss or damage happened and the market value of the *buildings* immediately after the loss or damage happened. However, this must not be more than the cost to rebuild or repair the *buildings*.

for any loss or damage as a result of any of the circumstances listed under Section 1 - Insurance for *Buildings*.

If at the time of loss or damage, the *amount insured* for your *buildings* is less than the cost of rebuilding them as new, we will only pay the following fraction of any claim that we accept:

$$\frac{\text{Amount insured}}{\text{Rebuilding cost}}$$

For example, if the *amount insured* is only three quarters of the total rebuilding cost, we will only pay three quarters of the claim.

We will not pay any extra cost of extending or improving your *buildings* once they are rebuilt as new.

Matching of items

We will not pay for the cost of altering or replacing any items or parts of items which are not lost or damaged and which form part of a set, suite or other article, of the same type, colour or design.

Section 1

Insurance for Buildings

Under this section your *buildings* are insured against loss or damage caused by the following:

| | Special Exclusions (see also General Exclusions). |
|--|---|
| 1. Fire | no special exclusions |
| 2. Explosion | no special exclusions |
| 3. Smoke | loss or damage caused by: a. agricultural or industrial operations b. any gradually operating cause |
| 4. Lightning and thunderbolt | no special exclusions |
| 5. Earthquake | no special exclusions |
| 6. Theft or attempted theft from your <i>home</i> | loss or damage if your <i>home</i> is <i>unoccupied</i> - see Important Note |
| 7. Riot, civil commotion, labour and political disturbances, vandalism and acts of malicious persons | loss or damage if your <i>home</i> is <i>unoccupied</i> - see Important Note |
| 8. Water escaping from any fixed plumbing installation, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank | a. the first €35 of each incident b. loss or damage to the fixed plumbing installation c. loss or damage if your <i>home</i> is <i>unoccupied</i> |
| 9. Oil leaking from any fixed heating installation, pipes or apparatus | a. the first €35 of each incident b. loss or damage to the tank, pipe or apparatus itself if caused by normal wear and tear c. loss or damage if your <i>home</i> is <i>unoccupied</i> - see Important Note |
| 10. Storm or flood | a. the first €35 of each incident b. loss or damage to gates, hedges or fences c. loss or damage caused by subsidence, heave or landslip d. loss or damage caused by humidity, condensation and dampness as a result of ingress of water |
| 11. Falling trees | the first €35 of each incident |
| 12. Impact with your <i>buildings</i> by any vehicle or animal | loss or damage caused by insects, birds or domestic pets |
| 13. Aircraft and other aerial devices or articles dropped from them | no special exclusions |
| 14. Breakage or collapse of television and radio aerials, satellite dish aerials, aerial fittings and masts including any damage thereto up to a maximum limit of €175 | no special exclusions |

The following paragraph only applies if '**Wider Cover**' appears on your latest *schedule*.

| | |
|---|---|
| 15. All other accidental loss or damage which happens as a direct result of a single unexpected event | a. the first €120 of each incident b. loss or damage while your <i>home</i> or any part of it is lent, let or sub-let c. the cost of maintaining your <i>buildings</i> and redecorating your <i>buildings</i> under normal circumstances or repairing or replacing electrical or mechanical equipment if it has been broken down or has been misused d. loss or damage by atmospheric or weather conditions, wet or dry rot, vermin, insects or fungus or any other gradually operating cause e. loss or damage specifically not covered in Part A of this policy f. loss or damage by subsidence, heave or landslip, movement, settlement or shrinkage in any part of your <i>Buildings</i> or by movement of the land belonging to your <i>Buildings</i> g. loss or damage caused by demolition of or structural repair to your <i>home</i> or damage caused by any of them |
|---|---|

The most we will pay under this Section

This is the *amount insured* as shown on your latest *schedule* for *buildings*.

Section 2

Insurance for Glass and Sanitary Fixtures

We will pay the cost of replacing the following if they are accidentally damaged:

1. Fixed glass in windows, doors, fan lights and sky-lights and shower screens.
2. Sanitary fixtures, fixed wash basins, sinks, toilets, shower trays and baths.

Special Exclusions

(See also *General Exclusions*).

- a. Damage caused when your *home* is *unoccupied* - see Important Note.
- b. The first €35 of each incident.

The most we will pay under this Section

This is the *amount insured* as shown on your latest *schedule* for *buildings*.

Section 3

Insurance for Underground Services

We will pay the cost of replacing or repairing underground service pipes and cables for which *you* are legally responsible and which break accidentally.

Special Exclusions

(See also *General Exclusions*).

- a. Any costs for clearing a blockage which has not directly resulted in the service pipe breaking.
- b. Any damage caused to service pipes or cables while clearing or attempting to clear a blockage.

The most we will pay under this Section

This is the *amount insured* as shown on your latest *schedule* for *buildings*.

Section 4

Insurance for Alternative Accommodation

If your *home* cannot be lived in as a direct result of loss or damage insured under Part A - Section 1 of this policy, we will pay *you* for the following:

1. The cost of reasonable alternative accommodation if this is necessary.
2. A maximum of two years ground rent if *you* have to pay this.

No Special Exclusions

(But see *General Exclusions*).

The most we will pay under this Section

This is 20% of the *amount insured* as shown on your latest *schedule* for *buildings*.

Section 5

Insurance when you are selling your home

When *you* have agreed to sell your *home*, the buyer will have the benefit of the insurance provided under Part A of this policy if any loss or damage happens. However, this only lasts until 'completion' of sale.

The insurance provided under Part A of this policy does not affect your rights and liabilities, or ours.

Special Exclusions

(See also *General Exclusions*).

The buyer will not have any benefit provided under this section if the *buildings* are insured under any other policy.

The most we will pay under this Section

This is the *amount insured* as shown on your latest *schedule* for *buildings*.

Section 6

Insurance for Professional Fees and Other Costs

Professional fees

We will pay architects' fees, surveyors' fees, and legal fees necessary to rebuild, replace, or repair your *buildings* after loss or damage insured by this policy.

Clearance Costs

We will pay the cost of removing debris, dismantling, demolishing, shoring-up or propping up your *buildings* after loss or damage which is insured by this policy. *You* must get our permission before any work of this kind begins, unless the work must be done immediately in the interests of safety.

Costs which you must pay by law

We will also pay the cost of meeting building and government regulations and local authority bye-laws after loss or damage which is insured by this policy.

Special Exclusions

(See also *General Exclusions*).

- a. Any fees *you* incur when *you* prepare a claim.
- b. Costs of meeting government or local authority regulations if they told *you* about these regulations before the loss or damage happened.
- c. Costs for any part of your *buildings* which are not damaged.

The most we will pay under this Section

This is the *amount insured* as shown on your latest *schedule* for *buildings*.

Section 7

Insurance for your Liability as the Owner of your Buildings

As *you* are the owner of your *buildings*, *we* will insure *you* for all sums which *you* become legally liable to pay for accidents happening in and around your *buildings*.

These accidents must result in:

1. bodily injury to, or illness of any person, (but not any member of *your household* or your employees); or
2. loss of or damage to property.

Special Exclusions

(See also *General Exclusions*).

1. Loss of or damage to property which belongs to or is in the care of:
 - a. *your household*.
 - b. any other person living permanently with *you*.
 - c. any person who is employed by *you* or any member of *your household*.
2. Liability which happens because *you* own or occupy any land or building which is not one of the following:
 - a. Your *buildings*.
 - b. Any private *home* which *you* or any member of your family living permanently with *you* is temporarily living in.
 - c. Any previous *buildings* which *you* occupied immediately before it was disposed of or sold.
3. Liability which happens because of your trade, profession or employment or that of any member of *your household*. However *you* are covered as owner of the *buildings*.
4. Liability as a result of any agreement or contract unless *you* were liable before *you* made the agreement or contract.

The most we will pay under this Section

The most *we* will pay is €1,200,000 under Section 7 of Part A, Section 15 of Part B and Section 2 of Part E of your policy added together. This is for all claims made against *you* or any member of *your household* as a result of any one incident. *We* will also pay any extra costs and expenses made against *your household* or incurred by *your household* with our written permission.

Section 8

Trace and Access

We will settle your claim, as explained in the Claims Settlement, in respect of the reasonable and necessary cost of finding the source of leak, including the making good of any damage caused during the search, following loss or damage by any of the circumstances listed under paragraphs 8 to 10 in Section 1 of Part A.

Special Exclusions

(See also *General Exclusions*).

Loss or damage caused by wear and tear.

The most we will pay under this Section

This is €1,500.

Section 9

Loss of metered water

We will settle your claim, as explained in the Claims Settlement, for loss of metered water and heating oil following accidental damage to the fixed plumbing or water installation or fixed heating installation.

No Special Exclusions

(But see General Exclusions).

The most we will pay under this Section

This is €600.

Section 10

Emergency Home Support Service

Emergency Home Support is a 24/7 home emergency service cover which assists you in the event of an emergency at your home.

No benefit shall be payable unless the *Authorised Contractor* has been notified by you or a person calling on your behalf through the *Emergency Home Support* service telephone number 77 789 789.

The Policy Number and Expiry Date of your policy, as shown in the Policy Schedule, must be quoted when calling for assistance and the relevant identification produced on request of our Assistance Co-Ordinators.

We will cover the following emergencies and will arrange for an *authorised contractor* to carry out an *emergency repair*, or a *permanent repair* if the price is similar and economical:

1. Sudden or unexpected breakdown or damage to pipes, blocked drains or leaks from sanitary fixtures and fixed water installations;
2. Complete failure of your electricity supply within your *home* resulting from damage to the internal electrical installation;
3. Loss of all keys needed to get into your *home* (excluding garages and *outbuildings*);
4. Broken or damaged external windows and doors that are a security risk.

Special Exclusions

(See also General Exclusions).

1. Loss or damage arising directly or indirectly from or relating to the following:
 - a. the cost of replacing parts due to natural wear and tear, corrosion or hard water scale deposits.
 - b. i. burst or leaking flexible hoses; or
ii. leaking washing appliances that are fitted with a stop tap.
 - c. natural disasters (including floods and earthquakes), subterranean fire, subsidence, landslide, ground heave, settlement or shrinkage.
 - d. external water supplies.
 - e. external/public electrical supplies.
 - f. demolition, structural repairs or alterations to the property, faulty workmanship or using faulty materials.
 - g. the utility company deliberately disconnecting or interrupting the mains service or any equipment they are responsible for.
2. Costs and expenses in respect of maintenance services.
3. Replacement of external overflows or replacing of cylinders, tanks, boilers, radiators and sanitary ware.
4. Costs relating to attempted repair by you or your own contractor.
5. Costs relating to the restoration of decorations, fixtures, fittings or landscape and the reinstatement of floors and pathways removed

to deal with the *emergency*.

6. Breakdown of, loss of or damage to domestic appliances or other mechanical equipment.
7. Any *emergency* in your *home* if it is *unoccupied*.
8. Costs of parts other than those required to stop the *emergency*.
9. Loss or damage relating to *permanent repairs* more specifically insured as part of any other insurance policies.
10. Loss or damage arising from circumstances that *you* were aware prior to the effective date of this Section.

Special Conditions

1. *You* must take all reasonable precautions to prevent an *emergency*. *You* must ensure that the normal day-to-day maintenance of your *buildings* is undertaken and that the property is in good condition.
2. Availability of parts is an important part of the services. However, there may be times when replacement parts are delayed because of circumstances beyond our control. In these cases *we* will not be able to avoid delays in repairs.
3. In the event that the parts needed to carry out an *emergency* or *permanent repair* are no longer available, *we* will communicate to *you* the details of the parts that are unavailable, and if required, the *authorised contractor* will provide *you* with a quotation of a suitable replacement.

The most we will pay under this Section

This is €350 for each incident and is inclusive of VAT, call out charges, labour and parts and materials. The total amount payable during any one *period of Insurance* will not exceed €1,000.

Section 11

Insurance for locks and keys

We will pay the cost of replacing locks and keys for outside doors of your *home*, intruder alarms and safes installed in your *home* if the keys of these locks have been lost or stolen.

No Special Exclusions

[But see General *Exclusions*].

The most we will pay under this Section

This is €1,000.

Important Note

We will only pay for a claim under one of Section 11 under Part A and Section 8 under Part B at any one time.

Section 12

Damage by Emergency Services

We will pay for loss or damage to the *buildings* caused by the fire, police or ambulance services in case of a medical emergency involving your *household* or to prevent damage to the *buildings*.

No Special Exclusions

[But see General *Exclusions*].

The most we will pay under this Section

This is 10% of the *amount insured* as shown on your latest *schedule* for *buildings*.

Section 13

Insurance for Security, Air-Conditioning and Energy Saving Equipment

We will pay for accidental damage to close circuit television systems (CCTV), intruder and fire alarms, air-conditioning equipment, solar heating and photovoltaic systems which are permanently fixed to the *buildings*.

Special Exclusions

(See also *General Exclusions*)

- a. The rectification of faulty design, latent defects, poor workmanship or faulty materials.
- b. The cost of routine maintenance.
- c. The first €35 of each incident.

The most we will pay under this Section

This is the *amount insured* as shown on your latest *schedule* for *buildings*.

Important Note

Insurance when your home is Unoccupied

When your *buildings* are *unoccupied*, your policy operates as follows:

1. **for up to 90 consecutive days** insurance protection as described in Section 1 - Insurance for *buildings*.
2. **after 90 consecutive days** insurance protection as described in Section 1 - Insurance for *buildings* except for:
 - a. Loss or damage caused by leakage of oil from any heating installation.
 - b. Loss or damage to *valuables*
 - c. Loss or damage to *money*
 - d. Liability resulting from fraudulent use of credit, debit, charge or cash cards.

Important note

The water mains should always be turned off when your *buildings* are *unoccupied*.

Household Contents

Important

Part B of your policy only applies if you have chosen to insure your possessions and the word 'Contents' appears on your latest schedule.

You are covered by the insurance provided under Part B during the *period of insurance*. However, this depends on the limits and Special Exclusions (shown in Part B - Contents), General Exclusions and General Conditions.

Claims Settlement

If your *contents* are lost or damaged in any of the circumstances explained in the appropriate section of your policy, *we* can choose to:

1. pay the cost of repairs; or
2. arrange for repairs; or
3. pay the cost of an equivalent replacement; or
4. give *you* an equivalent replacement; or
5. pay *you* cash based on the cost of repairs; or
6. pay *you* cash based on the cost of an equivalent, with an amount taken off for wear and tear if *you* are claiming for clothing, linen and pedal cycles and any other *contents* which *you* do not intend to replace.

If at the time of loss or damage, the *amount insured* for *contents* is less than the cost of replacing them as new, *we* will only pay the following fraction of any claim that *we* accept:

$$\frac{\text{Amount insured}}{\text{Total Replacement Cost}}$$

For example, if the *amount insured* is only three quarters of the total replacement cost, *we* will only pay three quarters of the claim.

Matching of Items

We will not pay for the cost of altering or replacing any items or parts of items which are not lost or damaged and which form part of a set, suite or other article of the same type, colour or design.

Section 1

Insurance for Household Contents

We will settle your claim as explained in the Claims Settlement if your *contents* are lost or damaged while in your *home*. You are insured if this loss or damage is caused by any of the following:

Special Exclusions (see also General Exclusions).

| | |
|--|--|
| 1. Fire | no special <i>exclusions</i> |
| 2. Explosion | no special <i>exclusions</i> |
| 3. Smoke | loss or damage caused by: a. agricultural or industrial operations b. any gradually operating cause |
| 4. Lightning and thunderbolt | no special <i>exclusions</i> |
| 5. Earthquake | no special <i>exclusions</i> |
| 6. Theft or attempted theft from your <i>home</i> | loss or damage if your <i>home</i> is <i>unoccupied</i> - see Important Note |
| 7. Riot, civil commotion, labour and political disturbances, vandalism and acts of malicious persons | loss or damage if your <i>home</i> is <i>unoccupied</i> - see Important Note |
| 8. Water escaping from any fixed plumbing installation, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank | a. loss or damage if your <i>home</i> is <i>unoccupied</i> - see Important Note b. the first €35 of each incident |
| 9. Oil leaking from any fixed heating installation, pipes or apparatus | loss or damage if your <i>home</i> is <i>unoccupied</i> - see Important Note |
| 10. Storm or flood | loss or damage caused by humidity, condensation and dampness as a result of ingress of water |
| 11. Falling trees | the first €35 of each incident |
| 12. Impact by any vehicle or animal | loss or damage caused by insects, birds or domestic pets |
| 13. Aircraft and other aerial devices or articles dropped from them | no special <i>exclusions</i> |

The following paragraph only applies if '**Accidental Damage**' appears on your latest *schedule*.

We will settle your claim, as explained in the Claims Settlement, for accidental loss or damage to *household contents* while they are in your *home*.

| | |
|--|---|
| 14. All other accidental loss or damage which happens as a direct result of a single unexpected event. | a. the first €120 of each incident b. any loss or damage specifically excluded elsewhere in the policy c. accidental loss or damage: i. by mechanical or electrical breakdown or failure; ii. to any film, disc or tape; iii. caused by the process of cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing; iv. chewing, scratching, tearing, denting, vomiting or fouling by your pets; v. by scratching, denting, wear and tear; vi. by rot, fungus, insects, vermin or mildew; vii. by the action of light or any atmospheric or climatic condition or any other gradually operating cause; viii. by any gradually operating cause; ix. to food, drink or plants; x. arising from depreciation in value or consequential loss; xi. while the <i>home</i> is <i>unoccupied</i> or unfurnished; xii. to clothing, stamps or documents; xiii. to <i>money</i> ; xiv. to hearing aids, spectacles, sunglasses, contact, corneal or micro corneal lenses; xv. to <i>valuables</i> . |
|--|---|

The most we will pay under this Section

- a. For *contents* - we will pay up to the *amount insured* as shown on your latest *schedule* for *Contents*, depending on the specific limits explained below.
- b. For any one *valuable* - €2,500 or 5% of the *amount insured* on *household contents* whichever is the less.
- c. For *valuables* - one third of the *amount insured* on *household contents* but not exceeding €20,000 in respect of jewellery unless otherwise agreed, or kept in an approved locked safe.
- d. For *money* - we will pay up to €750.
- e. In respect of Peril 14 above, the following additional limits will apply:
 - i. €2,500 in respect of any item.
 - ii. €5,000 in total for porcelain, china, glass and other brittle articles.

Section 2

Insurance for Household Contents in the open

We will settle your claim, as explained in the Claims Settlement, if your *contents* are lost or damaged while outside but still within the boundaries of the land belonging to your *home*. This loss or damage must be caused by any of the circumstances listed in Section 1 of Part B.

Special Exclusions

(See also *General Exclusions*).

- a. The first €35 of each incident.
- b. Loss or damage to *money*.
- c. Loss or damage during removals.
- d. Any *Special Exclusion* listed in Section 1 of Part B.

The most we will pay under this Section

This is €2,500.

Section 3

Insurance for Mirrors and Glass

We will settle your claim as explained in the Claims Settlement, if your mirrors, glass tops, ceramic hobs or fixed glass in your furniture are accidentally broken.

Special Exclusions

(See also *General Exclusions*).

The first €35 of each incident.

The most we will pay under this Section

This is €2,500.

Section 4

Insurance for Alternative Accommodation

If your *home* cannot be lived in as a result of loss or damage insured under Part B - Section 1 of this policy, we will pay for the cost of reasonable alternative accommodation if this is necessary.

No Special Exclusions

(But see *General Exclusions*).

The most we will pay under this Section

We will pay up to 20% of the *amount insured* as shown on your latest *schedule* for *contents*.

Section 5

Insurance for Pedal Cycles and Sports Equipment

We will settle your claim as explained in the Claims Settlement if the Pedal Cycles or Sports Equipment are lost or accidentally damaged whilst anywhere in *Malta*.

Special Exclusions

[See also *General Exclusions*].

- a. The first €35 of each incident.
- b. The cost of replacing or repairing electrical or mechanical equipment that has broken down or been misused.
- c. Loss or damage caused by:
 - i. vermin, insects, mildew; or
 - ii. any process of cleaning, repair or alteration.
- d. Loss or damage to the following:
 - i. *motor vehicles*, caravans, trailers, boats, canoes, surfboards, sailboards, hovercraft, aircraft, gliders and any accessory which is designed to be used with any of these.
 - ii. living creatures.
 - iii. items which do not belong to *your household* and which they are not legally responsible for.
 - iv. any item owned or used either totally or partly for business purposes.
 - v. any item more specifically insured by this or any other policy.
 - vi. parachutes and sub-aqua equipment while they are being used.
- e. Loss or damage to any pedal cycle which is left unlocked and unattended away from *buildings*.
- f. Loss or damage to racquets, cricket bats or golf clubs whilst in play.

The most we will pay under this Section

This is €1,000.

Section 6

Insurance for Freezer and Refrigerator Contents

We will settle your claim as explained in the Claims Settlement if the *contents* of your freezer and refrigerator are spoiled by:

- a. a rise or fall in temperature cause by the accidental failure of the freezing unit; or
- b. fumes from your freezer or refrigerator.

Special Exclusions

[See also *General Exclusions*].

- a. The first €35 of each incident.
- b. Loss or damage caused by:
 - i. vermin, insects (unless they cause failure of the freezing unit or the electricity or gas supply) or mildew.
 - ii. the deliberate act of any power supply entity or the withholding or restricting of power by such entity.
 - iii. a deliberate act by *your household*.
- c. Loss or damage to:
 - i. the *contents* of freezers or refrigerators not in a building forming part of your *home*.
 - ii. any item held totally or partly for business purposes or in connection with any employment.

The most we will pay under this Section

This is €750.

Section 7

Insurance for Home Entertainment Equipment

(Televisions, Projectors, Video Recorders, DVD Players, Satellite and Cable Television Decoders, Game Stations, Home Computer Equipment and Hi-Fi Equipment)

We will settle your claim as explained in the Claims Settlement, if your Home Entertainment Equipment (as described above) is accidentally damaged while it is in your *home*.

Special Exclusions

(See also General *Exclusions*).

- a. The first €35 of each incident.
- b. The cost of replacing or repairing electrical or mechanical equipment that has broken down or been misused.
- c. Damage caused by:
 - i. vermin, insects, mildew; or
 - ii. any process of cleaning, repair or alteration.
- d. Damage whilst your *home* or any part of it is lent, let or sub-let.
- e. Damage if your *home* is *unoccupied*.
- f. Damage to:
 - i. any item designed to be portable (this does not include home computers, tablets, projectors and televisions).
 - ii. tapes, cassettes, compact discs, discs or record discs of any kind associated with Home Entertainment Equipment and hand held computers.
 - iii. any items not belonging to *your household* and for which they are not legally responsible.
 - iv. any item owned or used either totally or partly for business purposes.
 - v. any item more specifically insured by this or any other policy.

The most we will pay under this Section

This is €3,000.

Section 8

Insurance for locks and keys

We will pay the cost of replacing locks and keys for outside doors of your *home*, intruder alarms and safes installed in your *home* if the keys of these locks have been lost or stolen.

No Special Exclusions

(But see General *Exclusions*).

The most we will pay under this Section

This is €1,000.

Important Note

We will only pay for a claim under one of Section 11 under Part A and Section 8 under Part B at any one time.

Section 9

Insurance for replacing documents and retrieving personal electronic data

We will pay for the cost of replacing deeds and documents and the cost involved in retrieving your personal electronic data from your *home* computers, laptops, tablets and smart phones which are lost or damaged in any of the circumstances listed in Section 1 of Part B.

Special Exclusions

[See also *General Exclusions*].

- a. The first €35 of each incident.
- b. Loss or distortion of information resulting from computer error or malfunction or computer virus.

The most we will pay under this Section

This is €750.

Section 10

Insurance for credit, debit, charge or cash cards

We will insure *your household* for all sums which they must pay under the terms of any credit, debit, charge or cash card which is only used for domestic purposes and which is lost and then used by an unauthorised person in *Malta*.

Special Exclusions

[See also *General Exclusions*].

- a. Liability resulting from a lost card which *you* did not report to the police and to the organisation which gave *you* the card within 24 hours of discovering *you* had lost it.
- b. Liability which happens if *you* break the terms and conditions of the organisation which gave *you* the card.
- c. Liability if anyone related to *you* uses your card fraudulently.
- d. Liability more specifically insured under any other policy.

The most we will pay under this Section

This is €2,500.

Section 11

Insurance for Special Occasion Gifts

We will indemnify *you* or any member of *your household* for loss or damage by any circumstances listed in Section 1 of Part B to any gifts or presents whilst:

1. Held at your *home* in the following circumstances:
 - a. During December for Christmas gifts bought and received;
 - b. During the period of one month before and one month after the wedding, or graduation of any member of *your household* to cover any gifts bought and received for such occasion; and
 - c. During the period of five (5) days before and one month after Christening, Holy Communion and Confirmation of any children normally living in *your household* to cover any gifts bought and received for such occasion.
2. In the building where the reception is being held.
3. In the couple's *home* or being transported between these locations for a period of 21 days prior and after the Wedding Day of the Insured or of any member of *your household*.

Special Exclusions

[See also General *Exclusions*].

- a. Loss or damage caused by theft not accompanied by forcible and violent entry into the *buildings* where the insured items are being held.
- b. Loss or damage caused by theft or attempted theft from road vehicles.

The most we will pay under this Section

This is €12,000 restricted to €2,500 in respect of *money*.

Section 12

Insurance for Household Contents away from your home

We will settle *your* claim, as explained in the Claims Settlement, if your *contents* are lost or damaged whilst temporarily away from your *home* (but still in *Malta*) by any of the circumstances listed in Section 1 of Part B.

Special Exclusions

[See also General *Exclusions*].

Loss or damage:

- a. caused by storm or flood to any item not in a building.
- b. caused by theft or attempted theft. However *you* are insured for loss or damage caused by theft or attempted theft from any building if this involved forcible and violent entry.
- c. to *money*.
- d. during removals.
- e. while in a furniture store, salesroom or exhibition.
- f. any Special *Exclusion* listed in Section 1 of Part B.

The most we will pay under this Section

- a. 20% of the *amount insured* as shown on your latest *schedule* for *contents* (subject to the specific limits detailed in (b) and (c) below).
- b. for any one *valuable* - €2,500 or 5% of the *amount insured* on *household contents* whichever is the less.
- c. limit for *valuables* - one third of the *amount insured* on *household contents* but not exceeding €20,000 in respect of jewellery unless otherwise agreed, or kept in an approved locked safe.

Section 13

Insurance for Household Contents in transit

We will settle your claim as explained in the Claims Settlement, if your *contents* are accidentally lost or damaged while being temporarily removed to/from your summer residence in *Malta* or during permanent removal from your *home* by professional contractors to a new *home* anywhere in *Malta*.

Special Exclusions

[see also General *Exclusions*].

- a. The first €120 of each incident.
- b. Loss or damage caused by theft or attempted theft from unattended road vehicles.
- c. Loss or damage to *money*.
- d. Loss or damage from a furniture store or salesroom.
- e. Any loss or damage excluded elsewhere in Part B of this Policy.

The most we will pay under this Section

- a. For *household contents* - the *amount insured* for *household contents* (subject to the specific limits detailed in (b) and (c) below).
- b. For any one *valuable* - €2,500 or 5% of the *amount insured* on *household contents* whichever is the less.
- c. For *valuables* - one third of the *amount insured* on *household contents* but not exceeding €20,000 in respect of jewellery unless otherwise agreed, or kept in an approved locked safe.

Section 14

Insurance for Fatal Accidents

We will pay €2,500 if *you* or your spouse suffers injury which results in death within 60 days. This must be caused by any of the following:

- a. An accident, assault or fire in your *buildings*.
- b. An accident while travelling as a fare-paying passenger by bus or licensed taxi.
- c. An assault in the street.

Special Exclusions

(see also *General Exclusions*).

- a. Injury to your spouse if he/she does not normally live at the same address as *you*.
- b. Any incident happening outside *Malta*.
- c. Injury to any person who is 75 years of age or more at the time of the incident.

The most we will pay under this Section

- a. We will pay up to €2,500 for all incidents which happen within each *period of insurance*.
- b. The amount payable to each *policyholder* will be reduced in proportion to the number of policyholders named on your latest *schedule*.

Section 15

Insurance for Personal Liability and Liability as Occupier of your Buildings

A. Personal Liability

We will insure *you* for all the sums which *you* become personally legally liable to pay for other accidents not connected with *you* owning or occupying your *buildings*. These accidents must result in:

1. bodily injury or illness of any person (but not any member of *your household* or your employees); or
2. loss of or damage to property.

In the same way as *you* are insured, *we* will also insure each member of your family who permanently live with *you*. Each will be insured for all sums which they become personally legally liable to pay for accidents happening in, around, and away from your *buildings* in *Malta*.

B. Your Liability as Occupier of your buildings

As *you* are the occupier of your *buildings*, *we* will insure *you*, for all sums which *you* become legally liable to pay for accidents happening in and around your *buildings*. These accidents must result in:

1. bodily injury to or illness of any person (but not any member of *your household* or your employees); or
2. loss or damage to property.

Special Exclusions applicable to A and B

(See also General Exclusions).

- a. Loss of or damage to property which belongs to or is in the care of:
 - i. *your household*
 - ii. any other person living permanently with *you*; or
 - iii. any person employed by members of *your household*.
- b. Liability which happens because *you* own or occupy any land or building which is not one of the following:
 - i. *your buildings*
 - ii. any private *home* which *you* or a member of your family living permanently with *you* is temporarily living in; or
 - iii. any previous *buildings* which *you* occupied immediately before it was disposed of or sold and for which *you* may be liable.
- c. Liability which happens because of your trade, profession or employment or that of any member of *your household*.
- d. Liability which happens because *you* own, possess or use the following:
 - i. Animals. However, *you* are insured for domestic dogs and cats, and for horses used for private hacking or private hunting.
 - ii. Firearms. However, *you* are insured for shotguns or airguns which may be legally owned without possession of a firearms certificate.
 - iii. *Motor vehicles*.
 - iv. Mechanically propelled aircraft or watercraft. However *you* are insured for toys or models.
- e. Liability, if *you* or any member of *your household* passes on any disease or virus.
- f. Liability as a result of any agreement or contract unless *you* were liable before *you* made the agreement or contract.

The most we will pay under this Section

This is €1,200,000. This is the total amount *we* will pay under Section 7 of Part A, Section 15 of Part B and Section 2 of Part E of your policy added together. This is for all claims made against *you* or any member of *your household* as a result of any one incident. *We* will also pay any extra costs and expenses made against *your household* or incurred by *your household* with our written permission.

Section 16

Insurance for your Liability to your Domestic Employees

We will insure *you* for all sums which *you* become legally liable to pay following accidental bodily injury to or illness of any person who *you* employ as domestic staff. In the same way as *you* are insured *we* will also insure any member of your family who permanently lives with *you* and who employs domestic help.

No Special Exclusions

(But see General Exclusions).

The most we will pay under this Section

This is €2,350,000. This is the total amount *we* will pay for all claims made against *you* or any member of *your household* as a result of any one incident. *We* will also pay any extra costs and expenses made against *your household* or incurred by *your household* with our written permission.

Section 17

Insurance for your Liability as a Tenant

We will insure *you* for all sums which *you* become legally liable to pay as a tenant of your *buildings*, but not as the owner.

These must be as a result of any of the following:

| | | Special Exclusions (See also General Exclusions). |
|----|---|---|
| 1. | Loss or damage listed in paragraphs 1 to 14 of Section 1 of Part A of this policy to: i. your <i>buildings</i> ; ii. interior decorations | a. Any Special Exclusions listed in Section 1 of Part A of this policy. b. The cost of maintenance and normal redecoration. c. Your liability for any loss or damage which happens as soon as your <i>home</i> becomes <i>unoccupied</i> for more than 90 consecutive days. |
| 2. | Accidental breakage of fixed glass and sanitary fittings | a. The cost of maintenance and normal redecoration. b. Your liability for any loss or damage which occurs as soon as your <i>home</i> becomes <i>unoccupied</i> for more than 90 consecutive days. |
| 3. | Accidental damage to underground service pipes and cables | a. Any Special Exclusions listed in Section 3 of Part A of this policy. b. The cost of maintenance. c. Your liability for any loss or damage which happens as soon as your <i>home</i> becomes <i>unoccupied</i> for more than 90 consecutive days. |

The most we will pay under this Section

We will pay up to 10% of the *amount insured* as shown on your latest *schedule* for *contents*.

Section 18

Prams, pushchairs and wheelchairs

We will settle your claim, as explained in the Claims Settlement, if a pram, pushchair or wheelchair belonging to your *household* is stolen or damaged anywhere in *Malta*. Related accessories will only be covered if they are stolen together with your pram, pushchair or wheelchair.

Special Exclusions

(See also General Exclusions).

- The first €35 of each incident.
- The cost of replacing or repairing electrical or mechanical equipment that has broken down or been misused.
- Loss or damage caused by any process of cleaning, repair or alteration.

The most we will pay under this Section

This is €1,000.

Section 19

Fire Extinguishing Expenses

We will settle your claim, as explained in the Claims Settlement, for the cost of replenishing fire fighting appliances and accidental destruction to such appliances following a fire in your *home*.

No Special Exclusions

(But see General *Exclusions*).

The most we will pay under this Section

This is €250.

Section 20

Damage by Emergency Services

We will pay for loss or damage to the *contents* caused by the fire, police or ambulance services in case of a medical emergency involving your *household* or to prevent damage to the *home*.

No Special Exclusions

(But see General *Exclusions*).

The most we will pay under this Section

This is 10% of the *amount insured* as shown on your latest *schedule* for *contents*.

Important Note

Insurance when your home is left Unoccupied

When your *home* is left *unoccupied*, your policy operates as follows:

1. **for up to 90 consecutive days** insurance protection as described in Section 1 - Insurance for *Household Contents*.
2. **after 90 consecutive days** insurance protection as described in Section 1 - Insurance for *Household Contents* except for:
 - a. Loss or damage caused by leakage of oil from any heating installation.
 - b. Loss or damage to *valuables*.
 - c. Loss or damage to *money*.
 - d. Liability resulting from fraudulent use of credit, debit, charge or cash cards.

Important note

The water mains should always be turned off when your *buildings* are *unoccupied*.

Wider Cover for Personal Possessions

Important

Part C of your policy only applies if you have chosen to insure your *Personal Possessions* for wider cover and the words 'Personal Possessions' appear on your latest *schedule*.

Additionally, Wider Cover applies for any *personal possessions* you have chosen to specify and which appear on your latest *schedule*.

You are covered by the insurance provided under Part C during the *period of insurance*. However, this depends on the limits and Special Exclusions (shown in Part C), General Exclusions and General Conditions.

Personal Possessions

We will settle your claim, as explained in the Claims Settlement described under Part B - Household Contents, if your *personal possessions* are accidentally lost, damaged or stolen while they are:

1. in your *buildings* or within the boundaries of your *buildings*;
2. temporarily moved to anywhere in *Malta*; or
3. temporarily moved to anywhere in the rest of the world for up to 15 consecutive days.

Special Exclusions

(See also General Exclusions).

- a. The first €35 of each incident.
- b. The cost of replacing or repairing electrical or mechanical equipment that has broken down or been misused.
- c. Loss or damage caused by:
 - i. vermin, insects, mildew; or
 - ii. any process of cleaning, repair or alteration.
- d. Loss or damage during removals or while in a furniture store, salesroom or exhibition.
- e. Loss or damage to the following:
 - i. *motor vehicles*, caravans, trailers, boats, canoes, surfboards, sailboards, hovercraft, aircraft, gliders, and any accessory which is designed to be used with any of these;
 - ii. living creatures;
 - iii. any items which do not belong to *your household* and which *you* are not legally responsible for;
 - iv. any item (except for mobile phones if covered under this section) owned or used either totally or partly for business purposes or connected with any employment;
 - v. any item more specifically insured by this or any other policy;
 - vi. parachutes and sub-aqua equipment while they are being used.
- f. Loss of or damage to any pedal cycle which is left unlocked and unattended away from *buildings*.
- g. Loss or damage caused by theft or attempted theft from road vehicles.
- h. Loss or damage to musical instruments caused by scratching, bruising or denting, loss of tone or breakage of strings.
- i. Any loss or damage which is excluded elsewhere in Part B of this policy.

The most we will pay under this Section

We will pay up to the *amount insured* for each specified item as shown on your latest *schedule* for *personal possessions*.

Personal Accident

Part D of your policy only applies if you have chosen to take up this cover and the words 'Personal Accident' appear on your latest schedule.

We will insure the persons mentioned in the *schedule* against bodily injury or death caused by violent, accidental external and visible means sustained during the *period of insurance* whilst:

- a. anywhere in *Malta*.
- b. on holiday or business anywhere in Europe for visits up to 15 consecutive days.

Benefits Applicable (age limits 16 to 75 inclusive)

| | |
|--|--|
| 1. Death | €12,000 per person |
| 2. Loss of one or more limbs or sight in one or both eyes | €12,000 per person |
| 3. <i>Permanent Total disablement</i> after 104 weeks EXCEPT when compensation is paid under Item 2 above | €12,000 per person |
| 4. <i>Permanent Partial Disablement</i> | The following benefits shall apply: |
| | Complete deafness of one ear € 3,500 |
| | Loss of thumb (both phalanxes) € 2,500 |
| | Partial loss of thumb (one phalanx) € 1,200 |
| | Loss of forefinger (both phalanxes) € 4,000 |
| | Partial loss of forefinger (one phalanx) € 600 |
| | Loss of finger other than thumb or forefinger € 600 |
| | Loss of big toe € 1,200 |
| | Loss of any other toe € 350 |
| 5. <i>Temporary Total Disablement</i> from engaging in or giving attention to profession or occupation (Payment limited up to 104 weeks but excludes the first 7 days or any other period shown in the <i>schedule</i> of any period of disablement) | €115 per week or full weekly wage, whichever is the less |
| 6. Medical Expenses | €600 any one policyholder in respect of any one injury |

Special Conditions

1. Death or disablement must occur within one year of injury.
2. This section is not applicable to any person under 16 or over 75 years of age at the date of accident.
3. Benefit 5 operates only if *you* are gainfully employed at the time of accident.
4. Benefit 6 operates only if *you* or any member of *your household* have a valid claim for benefit under this section.

Special Exclusions

(See also General *Exclusions*).

This section does not insure *you* against death, bodily injury or sickness caused by or resulting from:

1. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
2. suicide or attempted suicide, or wilful exposure to danger (except in an attempt to save human life), or due to, contributed to, or accelerated by venereal infection.
3. flying or other aerial activities except while travelling in an aircraft as a passenger, not as pilot or aircrew, nor for the purpose of undertaking any trade or technical operation in or on the aircraft.
4. accidents occurring while the *policyholder* is:
 - i. engaged in motor cycling (whether as driver or passenger), mountaineering or rock climbing ordinarily necessitating the use of ropes or guides, pot-holing, hunting, or playing football or rugby for which remuneration is received.
 - ii. engaged in or practicing for speed or time trials, sprints, or racing of any kind (other than on foot).
 - iii. under the influence of intoxicating liquor or drugs (other than drugs taken under medical supervision and not for the treatment of drug addiction).
5. injury consisting solely of or resulting directly or indirectly from illness, disease, disorder, or existing defect.
6. injury sustained while suffering from insanity venereal disease, Human Immunodeficiency Virus (HIV) and/or AIDS and/or any mutant derivatives or variations thereof, however caused.
7. actual or probable casual elements (for example, prions) and any connected, possible illnesses in the area of transmissible spongiform encephalopathy (TSE) such as, for example, bovine spongiform encephalopathy (BSE), or new variant Creutzfeld-Jakob disease (vCJD).

Home Worker Extension

Important

Part E of your policy only applies if you have chosen to take up this cover and the words 'Home Worker Extension' appear on your latest schedule.

You are covered by the insurance provided under Part E during the *period of insurance*. However, this depends on the limits and Special Exclusions (shown in Part E), General Exclusions and General Conditions.

Claims Settlement

If your *business contents* are lost or damaged in any of the circumstances explained in the appropriate section of your policy, we can choose to:

1. pay the cost of repairs; or
2. arrange for repairs; or
3. pay the cost of an equivalent replacement; or
4. give you an equivalent replacement; or
5. pay you cash based on the cost of repairs; or
6. pay you cash based on the cost of an equivalent, with an amount taken off for wear and tear if you are claiming *business contents* which you do not intend to replace.

If at the time of loss or damage, the *amount insured for business contents* is less than the cost of replacing the item as new, we will only pay the following fraction of any claim that we accept:

$$\frac{\text{Amount insured}}{\text{Total Replacement Cost}}$$

For example, if the *amount insured* is only three quarters of the total replacement cost, we will only pay three quarters of the claim.

Matching of Items

We will not pay for the cost of altering or replacing any items or parts of items which are not lost or damaged and which form part of a set, suite or other article of the same type, colour or design.

Section 1

Insurance for Business Contents

We will settle your claim as explained in the Claims Settlement if your *business contents* are lost or damaged while in your *home*.

You are insured if this loss or damage is caused by any of the following:

Special Exclusions (see also General Exclusions).

| | |
|--|--|
| 1. Fire | no special exclusions |
| 2. Explosion | no special exclusions |
| 3. Smoke | loss or damage caused by: a. agricultural or industrial operations b. any gradually operating cause |
| 4. Lightning and thunderbolt | no special exclusions |
| 5. Earthquake | no special exclusions |
| 6. Theft or attempted theft from your <i>home</i> | a. if not accompanied by forcible and violent entry into your <i>home</i> b. loss or damage if your <i>home</i> is <i>unoccupied</i> - see Important Note |
| 7. Riot, civil commotion, labour and political disturbances, vandalism and acts of malicious persons | loss or damage if your <i>home</i> is <i>unoccupied</i> - see Important Note |
| 8. Water escaping from any fixed plumbing installation, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank | a. loss or damage if your <i>home</i> is <i>unoccupied</i> - see Important Note b. the first €35 of each incident |
| 9. Oil leaking from any fixed heating installation, pipes or apparatus | loss or damage if your <i>home</i> is <i>unoccupied</i> - see Important Note |
| 10. Storm or flood | loss or damage caused by humidity, condensation and dampness as a result of ingress of water |
| 11. Falling trees | the first €35 of each incident |
| 12. Impact by any vehicle or animal | loss or damage caused by insects, birds or domestic pets |
| 13. Aircraft and other aerial devices or articles dropped from them | no special exclusions |

The most we will pay under this Section

We will pay up to the *amount insured* as shown on your latest *schedule* under the Home Worker Extension Section, limited to €800 in respect of *business money*.

Special Exclusions

(See also General Exclusions).

- a. Loss arising from fraud or dishonesty of any employee.
- b. Shortages due to accounting or clerical errors.

Section 2

Insurance for Liability as Occupier of your Buildings

As *you* are the occupier of your *buildings* we will insure *you*, for all sums which *you* become legally liable to pay for accidents happening in and around your *buildings*.

These accidents must result in:

1. bodily injury to or illness of any person (but not any member of *your household* or your employees); or
2. loss or damage to property.

Special Exclusions

[See also General Exclusions].

- a. Loss of or damage to property which belongs to or is in the care of:
 - i. *your household*;
 - ii. any other person living permanently with *you*; or
 - iii. any person employed by members of *your household*.
- b. Liability which happens because *you* own or occupy any land or building which is not one of the following:
 - i. *your buildings*;
 - ii. any previous *buildings* which *you* occupied immediately before it was disposed of or sold and for which *you* may be liable.
- c. Liability which happens because *you* own, possess or use the following:
 - i. animals;
 - ii. firearms;
 - iii. *motor vehicles*;
 - iv. mechanically propelled aircraft or watercraft.
- d. Liability, if *you* or any member of *your household* passes on any disease or virus.
- e. Liability as a result of any agreement or contract unless *you* were liable before *you* made the agreement or contract.
- f. Injury, disease, loss or damage caused by goods sold, supplied, repaired, serviced, maintained or manufactured by *you* or by remedial, professional or other treatment.

The most we will pay under this Section

This is €1,200,000. This is the total amount *we* will pay under Section 7 of Part A, Section 15 of Part B and Section 2 of Part E of your policy added together. This is for all claims made against *you* or any member of *your household* as a result of any one incident. *We* will also pay any extra costs and expenses made against *your household* or incurred by *your household* with our written permission.

General Conditions

The following conditions apply to your policy as a whole.

1. Making a Claim

a. What you must do.

You must tell *us* in writing as soon as possible, but within 30 days after any loss, damage or accident. Any document including but not limited to technical reports which may be required to prove and/or substantiate *your* claim must be provided at *your* expense. *You* must also tell *us* if *you* know of any writ, summons or impending prosecution against *you*. *You* must send every letter or document about a claim to *us* immediately.

b. Do not negotiate.

You, or any other person insured under this policy, or anyone else acting on your or their behalf, must not negotiate, admit or deny liability without our written permission.

c. Tell the police.

You must tell the police about all incidents of accidental loss, theft, attempted theft or vandalism, or loss, damage or injury caused by malicious persons.

2. We can do the following

- a. Defend or settle any legal action in your name, or in the name of any other person insured by this policy.
- b. Recover any payment *we* make under the policy to anyone else at our own expense and for our own benefit and *we* can do it in your name, or in the name of any other person insured by this policy.
- c. Ask *you* and any other person insured by this policy for all the information and help *we* need.

3. Your duty of care

You and *your household* must keep your property in a good state of repair and take all reasonable steps to prevent injury, loss or damage.

4. Salvage

We can enter any building where there has been loss or damage and deal with any salvage in a reasonable manner. However, *you* cannot just abandon property for *us* to deal with.

5. Other Insurances

If *you* make a claim under this policy and *you* were covered for the same loss, damage or liability by any other insurance, *we* will only pay our share of the claim.

6. Disagreement over amount of claim

If *we* have accepted a claim but there is disagreement over the amount to be paid, an arbitrator will decide. When this happens, the arbitrator must decide on an award before proceedings are started against *us*.

7. Telling us about a change

You must tell *us* as soon as possible about any change in the information *you* gave *us* if it will affect this policy. If *you* do not, your policy may not be valid or *you* may not be properly covered. *We* can change the terms of your policy at any time if *we* find out about any fact which may affect the cover provided by your policy.

8. **Insuring Buildings and Items Properly**

Make sure that the amounts *you* insure for will always give *you* enough cover. The *amount insured* for *buildings* should be enough to rebuild your *buildings* as new including the cost of professional fees, clearance costs and costs *you* must pay by law.

In all other cases the *amount insured* should be enough to replace all of the insured items, with an amount taken off for wear and tear on items of clothing and linen, and for pedal cycles.

9. **Dishonest Claims**

We will not pay any claim made under this policy if *you* or anyone acting for *you* knows it is dishonest or exaggerated in any way. If this happens, *we* will also cancel all cover immediately and are entitled to tell the police of any such dishonest claim.

10. **Cancellation**

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*.

The refund due to *you* will be calculated on the customary short period rates used by the Company at the time of cancellation, a copy of which may be viewed upon request.

We can cancel the policy by giving 7 days notice. *We* will send a recorded delivery letter about this to the address shown on your latest *schedule*. If *we* cancel the policy, *you* may be entitled to a refund for any *period of insurance* which *you* have not used as long as no claim has been made during the current *period of insurance*.

We can also cancel the policy immediately if *you* do not pay the premium or do not make a payment under any installment scheme or linked credit transaction. *You* will not get a refund for any installments *you* have already paid.

11. **Contract Clause**

This Contract of Insurance shall for all effects and purposes be deemed to be a Maltese Contract and shall be governed by and according to Maltese Law and subject to the exclusive jurisdiction of the Maltese Courts.

12. **Maltese Jurisdiction Clause**

Without prejudice to any arbitration proceedings in *Malta* under current statutory provisions, this Policy shall be subject to the exclusive jurisdiction of the Maltese Courts.

We will pay only in respect of judgements, orders or awards that are delivered by or obtained from a court within *Malta*, or in Arbitration in *Malta* under current statutory provisions. *We* will not pay in respect of any judgement, order or award obtained in *Malta* for the enforcement of a judgement or arbitration award obtained elsewhere or to costs and expenses of litigation recovered by any claimant from *you* or any other persons entitled to indemnity under this policy which costs and expenses of litigation are not incurred in *Malta*.

General Exclusions

The following *exclusions* apply to your policy as a whole.

1. Seizure or Confiscation

The policy does not insure confiscation, commandeering, nationalization, seizure, restraint, detention, appropriation, requisition or destruction of or damage to property by order of any government de jure or de facto by any public authority.

2. Sonic Booms

This policy does not insure damage caused directly by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.

3. Radioactive Contamination

This policy does not insure loss or damage to any property, any resulting loss or expense or any legal liability that is caused by or contributed to, or that arises from:

- i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly.

4. Riot or Civil Commotion

This policy does not insure loss or damage caused by, or contributed to, or that arises from riot or civil commotion outside *Malta*.

5. War Risks

The policy does not insure any consequence of war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising military or usurped power or any person or persons acting on behalf of or in connection with any organisation, the object of which include the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.

6. Consequential Loss

This policy does not insure consequential loss of any kind incurred by *your household*.

7. Liability Exclusion

This policy does not insure any amounts *you* may be liable to pay for punitive and exemplary damages.

8. Other Exclusions

This policy does not insure loss of or damage to any property caused by the following:

- a. Wear and tear or loss of value over time.
- b. Faulty workmanship, design or materials.
- c. Reduced value after it has been repaired or replaced.
- d. Any gradually operating cause including but not limited to seepage of water over a period of time.
- e. Vermin, insects, mildew, fungus, climatic or atmospheric conditions, rising damp, wet or dry rot.

9. Terrorism Exclusion

The policy does not insure loss, damage, cost or expense and any legal liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this *exclusion* an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This *exclusion* also excludes loss, damage, cost or expense and any legal liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Company alleges that by reason of this *exclusion*, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured. In the event any portion of this *exclusion* is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

10. **Sanction Limitation and Exclusion clause**

We shall not be liable to pay any claim or pay any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or any of its member states, the United Kingdom or the United States of America, or any of its states.

11. **Communicable Disease Exclusion**

This policy does not insure any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

LMA5394

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, Gzira 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 Arbitrator for Financial Services, N/S in Regional Road, Msida MSD 1920 or email on complaint.info@financialarbiter.org.mt.

Your Right to Legal Action

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

Telephone Monitoring

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

Protection & Compensation Fund Regulations

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

Further information may be obtained by visiting the Malta Financial Services Authority website www.mfsa.com.mt



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GasamMamo Insurance Ltd is authorised under the Insurance Business Act and regulated by the MFSA.