



MOTOR VEHICLE

Insurance Policy



Do not wait until you have a claim to make sure you understand your policy - please read it now and keep it in a safe place.

In particular, make sure that all the details shown in the Schedule which is attached to and forming part of the policy are correct. Let us know immediately if any change is necessary.

If, having read this Policy, you feel it does not meet your needs, please contact:

Elmo Insurance Limited
Abate Rigord Street
Ta' Xbiex XBX 1111
Malta



MOTOR VEHICLE

Insurance Policy

Contents

The Contract of Insurance	4
Definitions	5
Liability to others	8
Emergency Medical Treatment	10
Other Legal Fees and Expenses	10
While the Motor Vehicle is being serviced	11
In-Car Entertainment Equipment	11
Jurisdiction Clause	11
Choice of Law Clause	12
Limitations as to Use	12
Contract of Sale	13
Excess	13
Exceptions to this Policy	13
Conditions	17
Endorsements	20
Private Vehicle – Comprehensive Policy Supplement	29
Private Vehicle – Third Party Fire & Theft Policy Supplement	35
Commercial Vehicle – Comprehensive Policy Supplement	40
Commercial Vehicle – Third Party Fire & Theft Policy Supplement	44
Data Protection Statement	48
Protection and Compensation Fund	49
Customer Satisfaction	50



The Contract of Insurance

This Motor Policy is a contract of indemnity between Elmo Insurance Limited, and you the basis of which is the proposal you have signed, or completed online, a copy of which is available on request.

Subject to the Policy Terms and Endorsements, we will insure you against any legal liability which you may incur during any period of insurance for which we have accepted your premium.

For this contract to be valid, all the information that you have given us must be true and complete to the best of your knowledge and belief. If you do not do so, then your insurance may not protect you in the event of a claim. You are also required to update us with any changes to your information.

The Policy Form is shown on your Policy Schedule. The insurance provided is shown on your Policy Schedule. If the insurance provided is shown as:

- Third Party - the Third Party Fire and Theft and Comprehensive Supplements are not applicable.
- Third Party Fire and Theft - the Comprehensive Supplement is not applicable.
- Comprehensive - the Comprehensive Supplement will apply.

These Supplements explain the extent for which we shall also insure you against loss or damage to the motor vehicle.



Anthony Cauchi MBA (Exec.), ACII
Chartered Insurer
Chief Operating Officer

Definitions

If we explain what a word means, that word has the same meaning wherever it is used in the Policy.

Your Policy consists of:

- the Policy wording,
- the latest Schedule,
- the latest Certificate,
- any Endorsements added throughout the currency of the Policy,
- any Endorsements amending the Policy mentioned therein to which reference has been made by the Schedule.

You/Your/the Policyholder/the Insured means the person named in the Schedule as the Insured.

We/Us/Our means Elmo Insurance Limited.

The Schedule shows details of the policyholder and the insurance protection provided. The Schedule is a part of the Policy.

Authorised Driver. This term, in relation to the motor vehicle, shall have one of the following meanings as corresponds to the number indicated on the Schedule:

1. You.
2. You and one named driver as declared in the Proposal Form.
3. You and any person aged 25 years or over driving on your order or with your permission.
4. You and any person aged 21 years or over driving on your order or with your permission as declared and restricted in the Proposal Form.
5. You and any person aged 18 years or over driving on your order or with your permission as declared and restricted in the Proposal Form.
6. You and any person provided he is your employee and driving on your order or with your permission.
7. You and any person aged 36 years or over driving on your order or with your permission.
8. The meaning of this number shall be as described by a Special Endorsement.
9. You and any person aged 50 years or over driving on your order or with your permission.



Malta means the Republic of Malta including any recognized sea passage within the Republic.

A Certificate of Motor Insurance is evidence that you have the minimum compulsory motor insurance required by Law. It forms part of the Policy and states the purpose for which the motor vehicle can be used.

Motor Vehicle means the motor vehicle shown in the Schedule which belongs to you and is designed for use on a public road.

Off-roading is driving a motor vehicle for recreation off a road as defined by legislation, and over rough terrain.

Geographical Area means Malta or another country to which the Policy may be extended by endorsement:

Provided that with regard to the cover under the Section "Liability to Others" of this policy, "Geographical Area" includes:

- a) The territory of a designated state,
- b) The territory of a third country during a direct journey between Malta and the territory of a designated state, or between the territory of the two designated states if there is no foreign bureau in such territory, in respect of any loss or injury which is suffered by a Maltese national, or a national of a designated state, and caused by the motor vehicle.

An Endorsement shows changes in the terms of the Policy. Endorsements are subject to all existing Policy exceptions and conditions. Where applicable, these are shown on your Schedule and attached to the Policy.

A Supplement is an extension to the cover provided by the Policy. All terms of the Policy will apply to such Supplements except if specifically altered.

An Excess is an amount of each and every loss for which you will be responsible.

Legislation refers to the Motor Vehicles (Third Party Risks) Ordinance [Chapter 104] and any subsidiary Legislation passed in Malta.

Designated State shall have the meaning defined in the Legislation.

Definitions (continued)

Claim means a claim against the policyholder, or against any person entitled to indemnity under the Policy, for damages that are required to be covered by the Legislation, the Protection and Compensation Fund Regulations or such other regulations in substitution thereof (including any agreement between Insurers thereunder) 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.

Market value means the cost of replacing your motor vehicle with another of the same make and model and of a similar age and condition at the time of the accident or loss.

Liability to Others

This standard Policy refers to your liability to others.

You, the policyholder:

Subject to the exceptions and limitations as to use mentioned later in this Policy, we will insure you for such sums which you may be held legally liable to pay for:

- a) Death or bodily injury to other persons up to a limit of €6,070,000 for any one claim, or series of claims, arising out of any one event as a result of any accident involving the motor vehicle, or the loading or unloading of the motor vehicle

or

- b) Damage to third party property up to a limit of €1,220,000 for any one claim, or series of claims, arising out of any one event as a result of any accident involving the motor vehicle or the loading or unloading of the motor vehicle.

The maximum amount payable in respect of any one claim, or series of claims, for death or bodily injury to other persons arising out of any one event occurring beyond the limits of a road as defined by Legislation shall not exceed €1,000,000.

The maximum amount payable in respect of any one claim, or series of claims, arising out of one event for the hire of a suitable vehicle (Loss of Use) shall not exceed, for each third party claimant, the sum of €1,000.

Provided that we shall guarantee in each Designated State the cover required by the Law of that State, or the cover required by the Law of the State of the Territory of which the motor vehicle is normally based, if that cover is higher.

If the motor vehicle is described in the Schedule as a private car, we will also insure you in the same way following an accident involving any one disabled mechanically propelled vehicle, or any trailer attached to the motor vehicle, being properly towed unless being towed for hire or reward. We will not, however, pay for any loss or damage to the disabled vehicle or the trailer itself.

If the motor vehicle is described in the Schedule as a motorcycle, we will also insure you in the same way following an accident involving any one trailer attached to the motor vehicle, being properly towed unless being towed for hire or reward. We will not, however, pay for any loss or damage to the trailer itself.

Also payable are any expenses you incur with our written consent.

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 limit in accordance with 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 the Policy will incur after we have relinquished the conduct of your defence, settlement or proceedings.

Other People:

In the same way as you are insured, we will insure:

- a) any authorised driver you allow to drive or use your motor vehicle provided this is permitted by your Policy Schedule;
- b) any passenger travelling in, or getting into or out of the motor vehicle.

Your legally appointed representative:

Following the death of any one insured under the Policy, we will protect that person's legal personal representatives against liability insured under this Policy and incurred by the deceased person.



Emergency Medical Treatment

We will pay for emergency medical treatment as required by the Legislation resulting from an incident involving the motor vehicle which the Policy insures. If this is the only payment we make, it will not affect your no claim discount.

Other Legal Fees and Expenses

We may at our option:

- a) arrange for representation at any inquest or accident inquiry in respect of any death or injury which might involve a claim under the Policy;
- b) 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 the Policy. We will only pay these legal fees if they arise from an accident that is covered under the Policy.

Legal Assistance for Uninsured Losses:

We will cover you or any authorised driver, for legal fees and expenses, incurred as Plaintiff, up to a limit of €1,200, in the institution of legal proceedings to recover uninsured losses or damages relating to a policy excess, loss of earnings, loss of use, loss of personal effects, compensation for death or personal injury or property damage as a result of a motor accident involving your motor vehicle that is insured with us provided that:

- a) the dispute is not with us;
- b) we are satisfied that there is a reasonable prospect of recovery;
- c) the motor accident occurred in Malta;
- d) the legal proceedings are dealt by the Local Courts, Arbitration Centre, Voluntary arbitration or by any other competent body in Malta;
- e) it is reasonably established that the third party has the means to meet any judgement;

We shall not be liable to pay any amount of legal fees beyond the limit specified, and in the event of an award in your favour, you will agree to reimburse us with any such amount that you would have recovered and which has been paid by us.

While the motor vehicle is being serviced or repaired

We will continue to give you the full protection of the Policy when your motor vehicle is in the hands of a motor repairer for service or repair, notwithstanding any limitations as to driving or use as shown on your Policy Schedule, or in any exclusion.

In-car Entertainment Equipment

If the cover provided for private cars is extended to comprehensive or third party fire and theft risks, we shall pay you in cash, or replace your in-car entertainment equipment, if this is damaged or stolen, provided that the equipment is factory fitted and installed by the manufacturer of the motor vehicle, up to a maximum sum of €350.

The Policy does not cover loss of or damage to any other in-car entertainment equipment installed in the motor vehicle described in the Schedule of the Policy unless endorsed otherwise. For the purposes of this extension, you shall not be liable for the amount of any excess otherwise payable under the Policy.

Jurisdiction Clause

The indemnity under the section 'Liability to Others' of the Policy, arising from accidents between Maltese domiciles, whether occurring in Malta or within any Designated State, shall apply to judgements or orders that are delivered or obtained from a Court within the Maltese Islands. Furthermore, the aforesaid indemnity (arising from accidents between Maltese domiciles whether occurring in Malta or within any Designated State) shall apply to a judgement or order obtained in Malta for the enforcement of a judgement obtained in any designated state or to the costs and expenses of litigation recovered by any claimant from the insured, which costs and expenses of litigation are not incurred in the Maltese Islands.



Choice of Law Clause

You and we can choose the law which applies to this policy. Unless we and you agree otherwise, Maltese law will apply to this policy.

Limitations as to Use

Where, according to the Schedule, the Policy refers to the use of the motor vehicle as a:

- a) Private Car or Motor Cycle - this shall mean use solely for social, domestic and pleasure purposes and for your business, that of your spouse or that of your employers or your spouse's employers. The Policy does not cover use for hire or reward.
- b) Commercial - own goods - this shall mean use as a goods carrying vehicle for your own goods, use for the carriage of your own goods in connection with your business, use for the carriage of passengers (other than for hire or reward) in connection with your business and use for social, domestic and pleasure purposes. The Policy does not cover use for hire or reward.
- c) Commercial - general - this shall mean use as a goods carrying vehicle for general cartage when such use is in connection with your business, use for the carriage of passengers (other than for hire or reward) when such use is in connection with your business and use for social, domestic and pleasure purposes.
- d) Cars for hire - this shall mean use for the carriage of passengers or goods in connection with your business and use for social, domestic and pleasure purposes by you in person.
- e) Self-drive - this shall mean use as a hired car, hirer driving, namely use solely for social, domestic and pleasure purposes and business purposes. The Policy does not cover use by any person to whom the motor vehicle is hired for the carriage of passengers for hire or reward.
- f) Private mini-bus - this shall mean use as a private omnibus not licensed for hire or reward when such use is for the carriage of passengers or goods in connection with your business and use for domestic, social and pleasure purposes.
- g) Special type - this shall have the meaning and limitation described by Endorsement.



Contract of Sale

We shall not be liable to pay any claim in respect of the motor vehicle in relation to which you have entered into any transaction by way of contract of sale or purported contract of sale or the transfer of your interest in the said motor vehicle, whether such transaction constitutes a valid contract of sale of such motor vehicle.

Excess

Unless otherwise stated by Endorsement, for each claim under the section "Liability to Others" for damage to their property and Legal Fees and Expenses arising out of an accident caused by the policyholder or an authorised driver as stated below, we shall not be liable to pay for the first part of the cost as shown:

Policyholder/Authorised Driver	Amount you will pay
a) under 21 years of age	€125
b) 21 years of age or over	€50

Exceptions to this Policy

Unless otherwise stated, the Policy will not insure:

1. any liability, loss, damage, cost or expense insured by any other policy;
2. any liability caused or arising beyond the limits of any road in connection with the bringing of the load to the motor vehicle for loading on to it or the taking away of the load from the motor vehicle after unloading from it;
3. any liability for loss of or damage to property (including any towed disabled mechanically propelled motor vehicle or trailer) being conveyed by, or belonging to or in the care of anyone we insure, or any member of their households who claim under this part of the Policy;
4. any liability arising out of the operation as a tool of the motor vehicle, or of plant forming part of the motor vehicle or attached to it. Operation shall mean the use of any such tool or plant when it is not shut down and properly secured for road use;



5. any liability arising through damage by vibration, or by the weight of the motor vehicle or of its load, including that of any towed disabled mechanically propelled motor vehicle or of any trailer to any bridge, weighbridge, viaduct, road, or anything beneath;
6.
 - a) any liability arising outside the Geographical Area of a designated state;
 - b) any liability arising when the motor vehicle / motorcycle is airside on any airport or airfield premises, runways, hangars and aprons.
7. any liability while any motor vehicle insured by the Policy is being:
 - a) used other than as described in your Policy Schedule;
 - b) driven by any person who is not an authorised driver;
 - c) driven by any person who has been disqualified from driving or has not held a driving licence to drive the motor vehicle or is prevented by law from holding one;
8.
 - a) any result of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power, detention, seizure, confiscation or any attempt thereat or any act of terrorism. However, these risks are covered where the requirements of the Legislation have to be met;
 - b) any result of civil commotion assuming the proportions of or amounting to a popular rising;
9.
 - a) any liability accepted by agreement or contract unless that liability would have existed otherwise;
 - b) any amounts payable under the Policy which are unrecoverable from any third party solely due to an agreement or contract;
10. any liability arising as a result of the motor vehicle being used for racing, rallies, pace-making, motor sport, hill climbing, reliability trial, speed testing, off-roading or use for any purpose in connection with the motor trade;
11. anyone who does not meet Policy terms and conditions;
12. any loss or damage to the vehicle, or liability arising from use of the vehicle, if at the time of the accident the driver was under the influence of alcohol or drugs;



13. Communicable Disease

- a. Notwithstanding any provision to the contrary within this Policy, this Policy excludes all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount incurred by or accruing to the Insured, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
- b. 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:
 - i) 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
 - ii) 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
 - iii) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage.

14. Terrorism

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or connection with any act of terrorism regardless of any other cause or event contribution concurrently or in any other sequence to the loss.

For the purpose of this endorsement 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 endorsement also excludes loss, damage, cost or expense 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 we allege 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 endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

15. Radioactive Contamination and Explosive Nuclear Assemblies

This Policy does not cover:

- a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
- b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising 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 thereof.

Biological or Chemical Materials

It is agreed that this insurance excludes loss, damage, costs or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

- 16. any deliberate or intentional loss or damage caused by anyone insured under this policy;
- 17. any liability, loss, damages, cost or expense if you exceed the maximum seating capacity of your vehicle;
- 18. any liability, loss, damage, cost or expense if your vehicle is used for hire, reward, trade delivery or for carrying of passengers for profit;
- 19. any costs, fines or expense resulting out of your criminal or illegal act;
- 20. any liability arising as a result of the misuse of the vehicle such as planking or car surfing.



Conditions

You must comply with the following conditions to have full protection of your policy. If you do not comply with them, we may, at our option, cancel your policy or refuse to pay your claim or reduce the amount of any claim payment.

You, all named drivers and anyone else seeking to make a claim under this policy must observe the following:

1. Written Notice

Every notice or communication to be given or made under the Policy shall be notified in writing to us.

2. Precautions

You must take all reasonable precautions to keep the motor vehicle in an efficient and roadworthy condition and to protect it from loss or damage.

3. Access to Motor Vehicle

You must grant us free access at all reasonable times to examine the motor vehicle.

4. Notification following an Accident:

- a) Full details must be notified in writing to us as soon as possible after any accident which may give rise to a claim. You must not admit liability for any claim unless we ask you to do so;
- b) Every judicial notification or any other communication relating to a claim must be sent to us immediately. You or any person claiming indemnity under the Policy must also tell us if you or such persons know of any impending prosecution, inquest or inquiry involving anyone insured by the Policy. No negotiation, compromise, admission or refusal of any claim must be entered into without our consent;
- c) In the event of any theft or other criminal act which may give rise to a claim under the Policy, you or any other person claiming indemnity under the Policy must advise the police authorities immediately and cooperate with us to convict the offender.



5. Contribution

If at the time of any incident which results in a claim under the Policy, there is any other insurance covering the same liability loss or damage, we will pay only our share of the claim. This condition does not affect the application of 'Exception 1' of the Policy and does not apply to any Personal Accident benefit payable under the Policy.

6. Claims Procedure

We will be entitled to:

- a) take over and conduct in your own name or in the name of anyone else insured by the Policy, the defence or settlement of any claim;
- b) take proceedings at our own expense and for our own benefit, but in your name, or in the name of anyone else insured by the Policy, to recover any payment which we have made or may make under the Policy;
- c) retain full discretion in the conduct of any proceedings and in the settlement of any claim;
- d) expect full cooperation on any matter affecting this insurance from you and anyone else insured by the Policy.

7. Cancellation

You may at any time cancel the Policy by giving us seven days notice in writing and returning to us your Certificate of Motor Insurance. You should also obtain authorisation from the Licensing and Testing Directorate. Then, (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.

We may cancel the Policy by complying with the formalities laid down by the existing Legislation. You must deliver the Certificate of Motor Insurance to us as prescribed by Legislation. If the Insurance Certificate is lost or destroyed, a declaration on oath must be made. When you comply with this procedure, a proportionate part of your premium will then be returned to you.

8. Arbitration

All differences arising out of the Policy shall be referred to the decision of an Arbitrator appointed under current statutory provisions 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 the period as defined by Legislation, the claim shall be deemed to have been withdrawn and cannot subsequently be revived.

9. Observance and Misrepresentation / Non-Disclosure

We will provide the insurance described in the Policy only if;

- a) anyone claiming protection has fulfilled all its terms and conditions;
- b) the information given on your Proposal Form and declaration is truthful, to the best of your knowledge and belief, correct and complete;
- c) you have informed us of any facts the knowledge of which would affect our decision to accept the insurance or the terms under which we would accept it.

10. Avoidance of Certain Terms and Right of Recovery

If, by reason of the Legislation, the Insurance Business Security Fund Regulations 1986 (including any inter-insurer agreement thereunder) or any other law in force in the Geographical Area, we pay any sum for which under the terms of the Policy we are not liable, you must repay us such sum.

11. Ownership

You must tell us if any motor vehicle which is insured in your name belongs to anyone else, or is sold or purported to be sold to anyone else or is being used regularly by another person.

12. Fraud

If any claim under the Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by you or anyone acting on your behalf or your instructions to obtain any benefit under the Policy, all benefits under the Policy shall be forfeited.



Endorsements applicable to the Policy

Where the Policy Schedule shows an endorsement number, this will have amended your Policy in the way expressed specifically by the relative endorsement shown hereunder:

Endorsement No. 1

Voluntary increase in the excess applicable where the cover provided is comprehensive - €125

The excess clause in the Comprehensive Supplement is replaced as follows:

EXCESS

For each claim under this Supplement for “Loss of or Damage to the Motor Vehicle” (other than for loss or damage caused by theft or attempted theft), you will be responsible to pay the first €125 of each and every claim.

If the motor vehicle is not a motorcycle and is damaged while being driven by a young or inexperienced person (including yourself), you will, in addition, be responsible to pay for the amounts shown below:

Policyholder/Authorised Driver	Amount you will pay in addition
a) under 21 years of age	€600
b) under 25 years of age but not under 21 years of age	€300
c) 25 years of age or older but the holder of a full licence for less than 2 years	€175

If the loss or damage is caused by theft or attempted theft, you will be responsible for the first €300 of each and every claim.

Endorsement No. 2

Voluntary increase in excess applicable where the cover provided is comprehensive - €250

The excess clause in the Comprehensive Supplement is replaced as follows:

Endorsements applicable to the policy (continued)

EXCESS

For each claim under this Supplement for “Loss of or Damage to the Motor Vehicle” (other than for loss or damage caused by theft or attempted theft), you will be responsible to pay the first €250 of each and every claim.

If the motor vehicle is not a motorcycle and is damaged while being driven by a young or inexperienced person (including yourself) you will, in addition, be responsible to pay for the amounts shown below:

Policyholder/Authorised Driver	Amount you will pay in addition
a) under 21 years of age	€600
b) under 25 years of age but not under 21 years of age	€300
c) 25 years of age or older but the holder of a full licence for less than 2 years	€175

If the loss or damage is caused by theft or attempted theft you will be responsible for the first €400 of each and every claim.

Endorsement No. 3

Sun Cover - A

This endorsement is to be read in conjunction with the Comprehensive Supplement and only applies when the insurance provided is comprehensive and the motor vehicle is a private car.

The Comprehensive Supplement is extended to include the following cover:

Hiring of alternative vehicle

If the motor vehicle cannot be used as a result of damage, fire or theft insured under the Policy, we will contribute towards the cost of hiring an alternative vehicle of a similar type as the motor vehicle.

The maximum amount payable in any one period of insurance is €125 in total, for the period during which the motor vehicle is actually under repair, such period being agreed to by a motor surveyor approved by us and subject to a maximum period of 10 days.



Endorsements applicable to the policy (continued)

We will not accept a claim under this extension unless you obtain our prior approval in writing before you hire the car and you present us with a receipt and a copy of the relative hire agreement from a licensed car rental firm showing you as a party to such agreement.

Reduction of excess

For each claim that arises under the Policy the excess shall be reduced by €50.

Increased personal accident benefits

The maximum amount payable to any person following any accident as defined in the Comprehensive Supplement - Personal Accident is increased to €5,000. If you or your spouse, or the specific substitute or his/her spouse, hold any other motor policy with us, payment for this benefit will be made under one Policy only.

Endorsement No. 4

Sun Cover - B

This endorsement is to be read in conjunction with the Comprehensive Supplement and only applies when the insurance provided is Comprehensive and the motor vehicle is a private car.

The Comprehensive Supplement is extended to include the following cover:

Hiring of alternative vehicle:

If the motor vehicle cannot be used as a result of damage, fire or theft insured under the Policy, we will contribute towards the cost of hiring an alternative vehicle of a similar type as the motor vehicle.

The maximum amount payable in any one period of insurance is €250 in total, for the period during which the motor vehicle is actually under repair, such period being agreed to by a motor surveyor approved by us and subject to a maximum period of 15 days.

We will not accept a claim under this extension unless you obtain our prior approval in writing before you hire the car and you present us with a receipt and a copy of the relative hire agreement from a licensed car rental firm showing you as a party to such agreement.

Endorsements applicable to the policy (continued)

Reduction of excess:

For each claim that arises under the Policy, the excess shall be reduced by €50.

Increased personal accident benefits:

The maximum amount payable to any person following any accident as defined in the Comprehensive Supplement - Personal Accident is increased to €5,000.

If you or your spouse, or the specific substitute or his/her spouse, hold any other motor policy with us, payment for this benefit will be made under one Policy only.

Endorsement No. 5

Extension of Policy to cover loss of or damage to car radios and such equipment:

In consideration of the payment of an additional premium, the indemnity granted by the Policy shall extend to apply to a car radio or cassette or CD playing or recording equipment specified in the Proposal Form and fitted as an accessory in the motor vehicle described in the Schedule of the Policy.

It is further understood and agreed, that the Policy does not cover loss of or damage to any other radio or cassette or tape playing or recording equipment in any motor car described in the Schedule of the Policy.

For the purposes of this endorsement, any requirement in the Policy or in any endorsement thereon that we shall not be liable for the first portion of the amount otherwise payable under the Policy shall be of no effect.

Endorsement No. 6

Reduction of excess by €50 under the supplement:

With effect from the date shown on the Schedule of the Policy the compulsory excess stipulated shall be reduced by €50 in respect of each and every claim.



Endorsements applicable to the policy (continued)

Endorsement No. 7

Excess applicable to convertible roof hood:

If the motor vehicle described in the Schedule of the Policy sustains damage to the convertible roof hood under the Fire and Theft Supplement, we shall not be liable to pay for the first part of the cost amounting to €1,000.

Endorsement No. 8

Owner of more than one motor vehicle:

Apart from the motor vehicle mentioned in the Schedule of the Policy, the insured is the owner of another motor vehicle insured with us and consequently is entitled to a 10% discount.

Endorsement No. 9

Unspecified Trailer (Commercial Vehicles Third Party cover only):

The limitation as to use described in the Policy is extended to be operative whilst drawing a trailer.

Endorsement No. 10

Inclusion of Flood, Storm and Tempest:

It is hereby declared and agreed that 'Exception No. 25' described in the supplement for Commercial Vehicles of the Policy, extending the cover to comprehensive cover is deemed to be deleted.

Endorsement No. 11

Riot and Strike:

The words "Strike, Riot, Civil Commotion" in 'Exception 26' described in the supplement for "Commercial Vehicles" of the Policy shall not apply to any accident, loss, damage or liability in Malta directly caused by,

1. the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) or the action

Endorsements applicable to the policy (continued)

of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of such disturbance,

2. the willful act of any striker or locked out worker done in furtherance of a strike or in resistance to a lock-out or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.

Provided that the indemnity given by reason of this endorsement shall not apply to any accident, loss, damage or liability (except so far as is necessary to meet the requirements of the Legislation) directly or indirectly, proximately or remotely, occasioned by, contributed to, or traceable to, or arising out of or in connection with:

- a) war, invasion, the act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war,
- b) mutiny, civil commotion, assuming the proportion of or amounting to a popular rising, military, rising rebellion, revolution, insurrection, military or usurped power or any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence or by the direct or indirect consequences of any of the said occurrences.

In the event of any claim hereunder, the person claiming to be indemnified shall prove that the accident, loss, damage or liability arose independently of and was in no way connected to by or traceable to any of the said occurrences or any consequence thereof, and in default of such proof we shall not be liable to make any payment in respect of such a claim.

It is hereby understood and agreed that 'Exception 26' of the Supplement for Commercial Vehicles of the Policy is deemed to be deleted.

Endorsement No. 12

Exclusions in respect of Special Type Vehicles:

It is hereby declared and agreed that we shall not be liable,

- a) in respect of death, illness, bodily injury or damage to property directly or indirectly caused by or contributed to or arising from:



Endorsements applicable to the policy (continued)

- i) wrongful delivery or specification of the load of the motor vehicle,
 - ii) contamination by spillage of the load of the motor vehicle,
 - iii) any defect in the load of the motor vehicle or its packaging,
 - iv) application of chemicals or chemical fertilizers to land or vegetation,
 - v) treatment, commodities or services provided at or from the motor vehicle,
 - vi) the manufacture, construction, alteration, repair or treatment of property by the insured,
 - vii) subsidence, flooding, water pollution or damage to pipes or cables,
 - viii) the explosion of any vessel under pressure being part of the plant attached to or forming part of the motor vehicle except so far as it is necessary to meet the requirements of the Legislation.
- b) under 'Section 1' for loss of or damage to the motor vehicle resulting from,
- i) solidification of the load,
 - ii) its sinking, slipping, toppling or overturning at any site where it is located for the purpose of work.

Endorsement No. 13

Increase in Medical Expenses Benefit:

The amount refundable under the Medical Expenses benefit of the Comprehensive Supplement (Private Car) is increased to €250 per accident.

Endorsement No. 14

Liability to Others - Increase in amount payable for hiring of substitute vehicle:

The maximum amount payable in respect of any one claim or series of claims arising out of one event for the hire of a substitute vehicle (loss of use) shall not exceed for each third party claimant the sum of €1,200.

Endorsements applicable to the policy (continued)

Endorsement No. 15

Inclusion of Overturning Risk whilst being used as a Tool of Trade:

It is agreed that 'Additional Exception 21' on the Comprehensive Supplement (Commercial Vehicles) is deleted and has no effect.

Endorsement No. 16

Exclusion - Tool of Trade Own Damage while in use as Tool of Trade:

The Comprehensive Supplement of the Policy does not cover loss or damage to the motor vehicle while the motor vehicle or any plant forming part of or attached to it is being operated as a tool of trade.

Endorsement No. 17

Use of Private Car for Tuition Purposes:

It is agreed that the Policy is extended to cover use for driving tuition and official test purposes notwithstanding any limitation as to driving shown in the Schedule or in any exclusion.

When a person is receiving driving tuition or an official test, the Policy will only operate while that person is accompanied by you or by an official examiner.

Endorsement No. 18

Deletion of Compulsory Excess:

It is hereby declared and agreed that with effect from the commencement date shown on the Schedule of this Policy the Compulsory Excess for each claim under liability to others for damage to their property and legal fees and expenses arising out of an accident caused by the Policy holder or authorised driver is deemed to be deleted.



Endorsement No. 19

- (i) This Endorsement applies only if your cover is Comprehensive.
- (ii) If you are entitled to 5 years (65%) no claims discount, upon receiving your first claim we will reduce your no claims discount to 4 years (65%). If a further claim is lodged in the following insurance period we will reduce another year of your no claims discount i.e. from 4 years (65%) to 3 years (40%). However, if you lodge more than one claim in the same insurance period your no claims discount will be affected as per table below:

COMPREHENSIVE				
Schedule of No Claim Discount with effect from 1 st October 2017, based on the number of claims				
	% DISCOUNT	1 CLAIM	2 CLAIMS	3 CLAIMS
Inception	0%	from 0% to 0%	from 0% to 0%	from 0% to 0%
1 st year	25%	from 25% to 0%	from 25% to 0%	from 25% to 0%
2 nd year	35%	from 35% to 25%	from 35% to 0%	from 35% to 0%
3 rd year	40%	from 40% to 35%	from 40% to 0%	from 40% to 0%
4 th year	65%	from 65% to 40%	from 65% to 0%	from 65% to 0%
5 th year	65%	from 65% to 65%	from 65% to 25%	from 65% to 0%



Private Vehicle - Comprehensive Policy Supplement

This Supplement is operative where the insurance provided is shown in the Schedule as 'comprehensive', and the following additional cover applies:

DEFINITIONS

Fire	Fire, lightning or explosion
Theft	Theft or attempted theft
Market Value	Means the cost of replacing your motor vehicle with another of the same make and model and of a similar age and condition at the time of the accident or loss.

LOSS OR DAMAGE TO THE MOTOR VEHICLE

If the motor vehicle is lost, stolen or damaged, we will at our option:

- a) Pay for the motor vehicle to be repaired,
- b) Replace the motor vehicle if it is lost, stolen or damaged beyond economical repair,
- c) Pay an amount in cash equivalent to the value of any loss or damage to the motor vehicle.

Also insured, in the same way as the motor vehicle, is the motor vehicle's spare parts and standard accessories installed by the manufacturers provided they are kept in the motor vehicle or in your private garage and fall within the maximum amount payable.

The maximum amount payable (other than under the Removal and Protection Clause) will be either the market value of the motor vehicle at the time of the loss or your estimate of its value as shown on the Policy Schedule, whichever is the lesser amount.

It is agreed that in any dispute over the market value of the motor vehicle, it will be your exclusive responsibility to prove that the market value of the motor vehicle at the loss, was higher than that established by us or as shown in the current vehicle value guidebook issued by the Malta Insurance Association.



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

If the motor vehicle belongs to someone else or it is the subject of a hire purchase agreement or a bill of sale by way of mortgage, payment for the total loss or destruction of the motor vehicle will be made to the motor vehicle's legal owner as described in the hire purchase agreement or the mortgage described in the bill of sale whose receipt shall be a full and final discharge to us.

REMOVAL AND PROTECTION

In addition, we will pay the reasonable cost up to a maximum of €150, where necessary, of protecting and taking the motor vehicle to the nearest suitable repairer and returning it after repair to your address as shown on the Schedule.

MEDICAL EXPENSES

We will refund up to €150 per accident for any reasonable medical expenses paid if you, any authorised driver or any passenger are injured in an accident involving the motor vehicle.

PERSONAL ACCIDENT

We will pay €2,500 if you and/or your spouse, or the specific substitute named in the proposal form or by endorsement and/or his or her spouse are accidentally injured on condition that, within 3 months of the accident, the bodily injury is the sole cause of,

- a) death,
- b) loss of limb,
- c) irrecoverable loss of all sight in one or both eyes of the person injured and such accident occurs,
 - i) in direct connection with your motor vehicle,
 - ii) when travelling in, or getting into or out of any other motor vehicle.

The maximum amount we will pay to any person following any one accident is €2,500 irrespective of the number of motor policies issued by us to you. Payment will be made direct to the injured person or to his/her appointed legal representative.

This personal accident insurance does not cover anyone who is seventy-one years or older at the date of the accident and anyone who was under the effect of alcohol or drugs or attempted to commit suicide.



NEW MOTOR VEHICLE CONCESSION

If, within one year of registration as new in your name, the motor vehicle is:

- a) stolen or lost and not recovered,
- b) damaged so that the repairs will cost more than 60% of either,
 - i) the price of the motor vehicle quoted in the latest catalogue or price list issued by the manufacturer or his agent for the country in which the motor vehicle is held for repair, or
 - ii) if no such catalogue or price list exists, the price last obtained at the manufacturer's works plus the reasonable cost of transport, otherwise than by air, to the country in which the motor vehicle is held for repair and the amount of the relative import duty (if any) and
- c) according to the Schedule the Policy covers use as a private car, we will pay you a sum equivalent to the cost of:
 - i) a new motor vehicle of the same make and model or
 - ii) your estimate of the value as shown on the Schedule whichever the lesser amount is.

The lost or damaged motor vehicle will then belong to us.

EXCESS

For each claim under this Supplement for loss or damage to the motor vehicle (other than for loss or damage caused by theft or attempted theft), you will be responsible to pay the first €50 of each and every claim.

If the motor vehicle is damaged whilst driven by a young or inexperienced person (including yourself), you will, in addition, be responsible to pay for the amounts as shown below:

Policyholder/Authorised Driver	Amount you will pay
a) under 21 years of age	€600
b) under 25 years of age but not under 21 years of age	€300
c) 25 years of age or older but the holder of a full licence for less than 2 years	€175

If the loss or damage is caused by theft or attempted theft, you will be responsible for the first €250 of each and every claim.



AUTHORISATION OF MINOR REPAIRS

You may authorize any necessary repairs to the motor vehicle following any accident provided that:

- a) the estimated cost of such repair does not exceed the sum of €150 and
- b) an estimate of the cost is forwarded to us without delay.

WHILE THE MOTOR VEHICLE IS BEING SERVICED

We will continue to give you the full protection of this Policy when the motor vehicle is in the hands of the motor repairer for service or repair. For this purpose we ignore limitations as to the driving or use as shown on your Policy Schedule or in any exclusion. At our discretion, we reserve the right to seek subrogation and recover the damage sustained to your vehicle by anyone involved in the motor trade.

WINDSCREEN DAMAGE

If the only claim you make is for broken glass in the motor vehicle's windscreen or rear windscreen, it will not affect any no claim discount that may be applicable, provided that the amount claimed shall not exceed €250 in respect of any one occurrence. This extension shall not apply whilst the motor vehicle is undergoing servicing or repairs.

SPARE PARTS AND ACCESSORIES

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

- a) the price quoted in the latest catalogue or price list issued by the manufacturer or his agents for the country in which the motor vehicle is held for repair. If no such catalogue or price list exists, the price last obtained at the manufacturer's works plus the reasonable cost of transport, otherwise than by air, to the country in which the motor vehicle is held for repair and the amount of the relative import duty (if any); and
- b) the relative cost of fitting such accessories or parts.

GAP EXTENSION

In the event of a total loss settlement under this policy, and provided that the New Motor Vehicle Concession does not apply, the Company shall provide total loss protection insurance as follows:

In the event of a total loss happening within the geographical limits and occurring within the period of insurance, we will pay an additional 10% over and above the settlement amount.

Where the settlement amount exceeds the market value of the car, we reserve the right to calculate the 10% gap claim settlement on the basis of the market value at the point of the total loss.

We will not cover under this extension:

1. any claim where the total loss is subject to an indemnity under the fire, lightning, explosion or theft or attempted theft cover of your motor insurance policy;
2. any claim where the total loss arises as a consequence of war, riot, civil commotion, or terrorism;
3. any claim where the total loss is caused when the driver of your car is under the influence of alcohol or drugs not prescribed by a registered medical practitioner in respect of which a warning against driving is given;
4. any compensation for loss of use of your car or any resultant loss of any kind;
5. any claim where the total loss occurs outside the geographical limits;
6. any claim which is subject of fraud or dishonesty;
7. if your car has been modified other than in accordance with the manufacturer's specification;
8. if your car is used for road-racing, pace-making, speed testing, or any other competitive event or is driven by any person not holding a valid current licence to drive your car;
9. VAT if you are VAT registered.



ADDITIONAL EXCEPTIONS

The following Exceptions are added to this Policy:

This Policy does not insure:

15. theft of the vehicle if the car keys have been left inside the vehicle,
16. loss of use, depreciation, wear and tear, mechanical or electrical breakdowns, failures, breakage or any electronic equipment,
17. damage to tyres by braking, punctures, cuts or bursts except if damage to the motor vehicle ensues,
18. damage caused directly by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds,
19. loss of or damage to radios, cassette players cd players, telephones or any other audio/audio-visual equipment,
20. damage caused by overloading or strain,
21. loss or damage to the motor vehicle unless otherwise stated by endorsement arising outside the Geographical Area,
22. loss or damage while the motor vehicle is being:
 - i) used other than as described in your Policy Schedule,
 - ii) driven by any other person who is not an authorised driver,
 - iii) driven by any person who has been disqualified from driving or has not held a driving license or is prevented by law from holding one,
23. any liability arising as a result of the motor vehicle being used for racing, rallies, pace-making, motor sport, hill climbing, reliability trial, speed testing, off-roading or use for any purpose in connection with the motor trade;

Private Vehicle - Third Party Fire & Theft Policy Supplement

This Supplement is operative where the Insurance provided is shown in the Schedule as 'Third Party Fire and Theft', and the following additional cover applies:

DEFINITIONS

Fire	Fire, lightning or explosion
Theft	Theft or attempted theft
Market Value	Means the cost of replacing your motor vehicle with another of the same make and model and of a similar age and condition at the time of the accident or loss.

LOSS OR DAMAGE TO THE MOTOR VEHICLE

If the motor vehicle is stolen or damaged as a direct result of fire and theft, we will at our option:

- a) pay for the motor vehicle to be repaired,
- b) replace the motor vehicle if it is lost, stolen or damaged beyond economical repair,
- c) pay an amount in cash equivalent to the value of any loss or damage to the motor vehicle.

Also insured, in the same way as the motor vehicle is the motor vehicle's spare parts and standard accessories installed by the manufacturers provided they are kept in the motor vehicle or in your private garage and fall within the maximum amount payable.

The maximum amount payable (other than under the Removal and Protection Clause) will be either:

- a) the market value of the motor vehicle at the time of the loss, or
- b) your estimate of its value as shown on the Policy Schedule, whichever is the lesser amount.



It is agreed that in any dispute over the market value of the motor vehicle, it will be your exclusive responsibility to prove that the market value of the motor vehicle at the loss, was higher than that established by us or as shown in the current vehicle value guide book issued by the Malta Insurance Association.

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

If the motor vehicle belongs to someone else, or is the subject of a hire purchase agreement or a bill of sale by way of mortgage, payment for the total loss or destruction of the motor vehicle will be made to the motor vehicle's legal owner as described in the hire purchase agreement or the mortgage described in the bill of sale whose receipt shall be a full and final discharge to us.

WHILE MOTOR VEHICLE IS BEING SERVICED

We will continue to give you the full protection of this Policy when the motor vehicle is in the hands of the motor repairer for service or repair. For this purpose we ignore limitations as to the driving or use as shown on your Policy Schedule or in any exclusion.

SPARE PARTS AND ACCESSORIES

If any standard accessories installed by the manufacturers or spare parts required for the repair of the motor vehicle are not available from the stocks held in the country in which it is being held for repair, we will have the option to pay in cash the cost of such accessories or parts limited to,

- a) the price quoted in the latest catalogue or price list issued by the manufacturer or his agents for the country in which the motor vehicle is held for repair. If no such catalogue or price list exists, the price last obtained at the manufacturer's works plus the reasonable cost of transport, otherwise than by air, to the country in which the motor vehicle is held for repair and the amount of the relative import duty (if any), and
- b) the relative cost of fitting such accessories or parts.

REMOVAL AND PROTECTION

In addition, we will pay the reasonable cost up to a maximum of €150, where necessary, of protecting and taking the motor vehicle to the nearest suitable repairer and returning it after repair to your address as shown on the Schedule.

AUTHORISATION OF MINOR REPAIRS

You may authorize any necessary repairs to the motor vehicle following any accident, provided that,

- a) the estimated cost of such repair does not exceed the sum of €150, and
- b) an estimate of the cost is forwarded to us without delay.

EXCESS

For each claim under this fire and theft Supplement, we shall not be liable to pay for the first part of the cost as shown:

Type of Loss	Amount you will pay
a) Loss or damage caused by fire not following theft, lightning, self ignition or explosion	€50
b) Loss or damage caused by theft, attempted theft or fire following theft	€250

If the loss or damage is caused by theft or attempted theft, you will be responsible for the first €250 of each and every claim.

NEW MOTOR VEHICLE CONCESSION

If, within one year of registration as new in your name, the motor vehicle is,

- a) stolen or lost and not recovered, or
- b) damaged as a result of fire or theft so that the repairs will cost more than 60% of either,
 - i) the price of the motor vehicle quoted in the latest catalogue or price list issued by the manufacturer or his agent for the country in which the motor vehicle is held for repair, or
 - ii) if no such catalogue or price list exists, the price last obtained at the manufacturer's works plus the reasonable cost of transport, otherwise than by air, to the country in which the motor vehicle is held for repair and the amount of the relative import duty (if any), and



c) according to the Schedule the Policy covers use as a private car;

We will pay you a sum equivalent to the cost of,

a) a new motor vehicle of the same make and model, or

b) your estimate of the value as shown on the Schedule whichever is the lesser amount.

The lost or damaged motor vehicle will then belong to us.

ADDITIONAL EXCEPTIONS

The following Exceptions are added to this Policy:

This Policy does not insure,

15. theft of the vehicle if the car keys have been left inside the vehicle,

16. loss of use, depreciation, wear and tear, mechanical or electrical breakdowns or failures,

17. damage to tyres by braking, punctures, cuts or bursts except if damage to the motor vehicle ensues,

18. damage caused directly by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds,

19. loss of or damage to radios, cassette players, CD players, telephones or any other audio/audio-visual equipment,

20. damage caused by overloading or strain,

21. loss or damage to the motor vehicle unless otherwise stated by Endorsement arising outside the Geographical Area,

22. loss or damage while the motor vehicle is being:

i) used other than as described in your Policy Schedule,

ii) driven by any other person who is not an authorised driver, and

iii) driven by any person who has been disqualified from driving or has not held a driving license or is prevented by law from holding one,

MOTOR VEHICLE *Insurance Policy*

- 23. any liability arising as a result of the motor vehicle being used for racing, rallies, pace-making, motor sport, hill climbing, reliability trial, speed testing, off-roading or use for any purpose in connection with the motor trade;
- 24. loss or damage to the motor vehicle arising out of flood, typhoon, hurricane, cyclone, tornado, volcanic eruption, earthquake or other convulsion of nature,
- 25. any accident, loss or damage which is caused by or is a result of strike, riot or civil commotion,
- 26. any damage to your motor vehicle unless caused by fire or theft.



Commercial Vehicle - Comprehensive Policy Supplement

This Supplement is operative where the Insurance provided is shown in the Schedule as 'Comprehensive', and the following additional cover applies:

DEFINITIONS

Fire	Fire, lightning or explosion
Theft	Theft or attempted theft
Market Value	Means the cost of replacing your motor vehicle with another of the same make and model and of a similar age and condition at the time of the accident or loss.

LOSS OR DAMAGE TO THE MOTOR VEHICLE

If the motor vehicle is stolen or damaged, we will at our option:

- a) pay for the motor vehicle to be repaired,
- b) replace the motor vehicle if it is lost, stolen or damaged beyond economical repair,
- c) pay an amount in cash equivalent to the value of any loss or damage to the motor vehicle.

Also insured, in the same way as the motor vehicle, is the motor vehicle's spare parts and standard accessories installed by the manufacturers provided they are kept in the motor vehicle or in your private garage and fall within the maximum amount payable.

The maximum amount payable (other than under the Removal and Protection Clause) will be either,

- a) the market value of the motor vehicle at the time of the loss, or
- b) your estimate of its value as shown on the policy schedule, whichever is the lesser amount.

It is agreed that in any dispute over the market value of the motor vehicle, it will be your exclusive responsibility to prove that the market value of the motor vehicle at the loss, was higher than that established by us.

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

If the motor vehicle belongs to someone else or it is the subject of a hire purchase agreement or a bill of sale by way of mortgage, payment for the total loss or destruction of the motor vehicle will be made to the motor vehicle's legal owner as described in the hire purchase agreement or the mortgage described in the bill of sale whose receipt shall be a full and final discharge to us.

REMOVAL AND PROTECTION

In addition, we will pay the reasonable cost up to a maximum of €150, where necessary, of protecting and taking the motor vehicle to the nearest suitable repairer and returning it after repair to your address as shown on the Schedule.

SPARE PARTS AND ACCESSORIES

If any standard accessories installed by the manufacturers or spare parts required for the repair of the motor vehicle are not available from the stocks held in the country in which it is being held for repair, we will have the option to pay in cash the cost of such accessories or parts limited to,

- a) the price quoted in the latest catalogue or price list issued by the manufacturer or his agents for the country in which the motor vehicle is held for repair. If no such catalogue or price list exists, the price last obtained at the manufacturer's works plus the reasonable cost of transport, otherwise than by air, to the country in which the motor vehicle is held for repair and the amount of the relative import duty (if any), and
- b) the relative cost of fitting such accessories or parts.

EXCESS

For each claim under this Supplement for loss or damage to the motor vehicle (other than for loss or damage caused by theft or attempted theft), you will be responsible to pay the first €50 of each and every claim.

If the motor vehicle is damaged while being driven by a young or inexperienced person (including yourself), you will, in addition, be responsible to pay for the amounts shown below:



Policyholder/Authorised Driver	Amount you will pay
a) under 21 years of age	€290
b) under 25 years of age but not under 21 years of age	€175
c) 25 years of age or older but the holder of a full licence for less than 2 years	€175

If the loss or damage is caused by theft or attempted theft, you will be responsible for the first €250 of each and every claim.

AUTHORISATION OF MINOR REPAIRS

You may authorize any necessary repairs to the motor vehicle following any accident, provided that,

- a) the estimated cost of such repair does not exceed the sum of €150 and,
- b) an estimate of the cost is forwarded to us without delay.

WHILE MOTOR VEHICLE IS BEING SERVICED

We will continue to give you the full protection of this Policy when the motor vehicle is in the hands of the motor repairer for service or repair. For this purpose we ignore limitations as to the driving or use as shown on your Policy Schedule or in any exclusion.

ADDITIONAL EXCEPTIONS

The following Exceptions are added to this Policy:

This Policy does not insure,

- 15. theft of the vehicle if the car keys have been left inside the vehicle,
- 16. loss of use, depreciation, wear and tear, mechanical or electrical breakdowns, failures or breakage, or any failure of any electronic equipment,
- 17. damage to tyres by braking, punctures, cuts or bursts except if damage to the motor vehicle ensues,

18. damage caused directly by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds,
19. loss of or damage to radios, cassette players CD players, telephones or any other audio/audio-visual equipment,
20. damage caused by overloading or strain,
21. damage caused by overturning arising out of the operation as a tool of trade such motor vehicle or attached to it except for loss or damage caused directly by fire, self-ignition, lightning, explosion, theft or attempted theft,
22. loss or damage arising outside the Geographical Area,
23. loss or damage while the motor vehicle is being:
 - i) used other than as described in your Policy Schedule,
 - ii) driven by any other person who is not an authorised driver, and
 - iii) driven by any person who has been disqualified from driving or has not held a driving licence or is prevented by law from holding one,
24. any liability arising as a result of the motor vehicle being used for racing, rallies, pace-making, motor sport, hill climbing, reliability trial, speed testing, off-roading or use for any purpose in connection with the motor trade;
25. loss or damage to the motor vehicle arising out of flood, typhoon, hurricane, cyclone, tornado, volcanic eruption, earthquake or other convulsion of nature,
26. any accident, loss or damage which is caused by or is a result of strike, riot or civil commotion.



Commercial Vehicle - Third Party Fire & Theft Policy Supplement

This Supplement is operative where the Insurance provided is shown in the Schedule as 'Third Party Fire and Theft', and the following additional cover applies:

DEFINITIONS

Fire	Fire, lightning or explosion
Theft	Theft or attempted theft
Market Value	Means the cost of replacing your motor vehicle with another of the same make and model and of a similar age and condition at the time of the accident or loss.

LOSS OR DAMAGE BY FIRE OR THEFT

If the motor vehicle is stolen or damaged as a direct result of fire and theft, we will at our option:

- a) pay for the motor vehicle to be repaired,
- b) replace the motor vehicle if it is lost, stolen or damaged beyond economical repair,
- c) pay an amount in cash equivalent to the value of any loss or damage to the motor vehicle.

Also insured, in the same way as the motor vehicle, is the motor vehicle's spare parts and standard accessories installed by the manufacturers provided they are kept in the motor vehicle or in your private garage and fall within the maximum amount payable.

The maximum amount payable (other than under the Removal and Protection Clause) will be either,

- a) the market value of the motor vehicle at the time of the loss, or
- b) your estimate of its value as shown on the Policy Schedule, whichever is the lesser amount.

It is agreed that in any dispute over the market value of the motor vehicle, it will be your exclusive responsibility to prove that the market value of the motor vehicle at the loss, was higher than that established by us or as shown in the current vehicle value guide book issued by the Malta Insurance Association.

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

If the motor vehicle belongs to someone else or it is the subject of a hire purchase agreement or a bill of sale by way of mortgage, payment for the total loss or destruction of the motor vehicle will be made to the motor vehicle's legal owner as described in the hire purchase agreement or the mortgage described in the bill of sale whose receipt shall be a full and final discharge to us.

REMOVAL AND PROTECTION

In addition, we will pay the reasonable cost up to a maximum of €150, where necessary, of protecting and taking the motor vehicle to the nearest suitable repairer and returning it after repair to your address as shown on the Schedule.

SPARE PARTS AND ACCESSORIES

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

- a) the price quoted in the latest catalogue or price list issued by the manufacturer or his agents for the country in which the motor vehicle is held for repair. If no such catalogue or price list exists, the price last obtained at the manufacturer's works plus the reasonable cost of transport, otherwise than by air, to the country in which the motor vehicle is held for repair and the amount of the relative import duty (if any),
- b) the relative cost of fitting such accessories or parts.

WHILE MOTOR VEHICLE IS BEING SERVICED

We will continue to give you the full protection of this Policy when the motor vehicle is in the hands of the motor repairer for service or repair. For this purpose we ignore limitations as to the driving or use as shown on your Policy Schedule or in any exclusion.

AUTHORISATION OF MINOR REPAIRS

You may authorize any necessary repairs to the motor vehicle following any accident, provided that,

- a) the estimated cost of such repair does not exceed the sum of €150, and
- b) an estimate of the cost is forwarded to us without delay.



EXCESS

For each claim under this Fire and Theft Supplement, we shall not be liable to pay for the first part of the cost as shown:

Type of Loss	Amount you will pay
a) Loss or damage caused by fire not following theft, lightning, self ignition or explosion	€50
b) Loss or damage caused by theft, attempted theft or fire following theft	€250

If the loss or damage is caused by theft or attempted theft, you will be responsible for the first €250 of each and every claim.

ADDITIONAL EXCEPTIONS

The following Exceptions are added to this Policy:

This Policy does not insure,

15. theft of the vehicle if the car keys have been left inside the vehicle,
16. loss of use, depreciation, wear and tear, mechanical or electrical breakdowns or failures,
17. damage to tyres by braking, punctures, cuts or bursts except if damage to the motor vehicle ensues,
18. damage caused directly by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds,
19. loss of or damage to radios, cassette player, CD players, telephones or any other audio/audio-visual equipment,
20. damage caused by overloading or strain,
21. loss or damage to the motor vehicle unless otherwise stated by Endorsement arising outside the Geographical Area,

22. loss or damage while the motor vehicle is being:
- i) used other than as described in your Policy Schedule,
 - ii) driven by any other person who is not an authorised driver, and
 - iii) driven by any person who has been disqualified from driving or has not held a driving licence or is prevented by law from holding one,
23. any loss, damage or injury arising as a result of the motor vehicle being used for racing, rallies, pacemaking, motor sports, hill climbing, reliability trials or speed-testing, or use for any purpose in connection with the motor trade,
24. loss or damage to the motor vehicle arising out of flood, typhoon, hurricane, cyclone, tornado, volcanic eruption, earthquake or other convulsion of nature,
25. any accident, loss or damage which is caused by or is a result of strike, riot or civil commotion,
26. any damage to your motor vehicle unless caused by fire or theft.



Data Protection Statement

WHO WE ARE Elmo Insurance Limited (C-3500) of Elmo, Abate Rigord Street, Ta' Xbiex, XBX 1111, Malta (**We/Us/Our**) is the data controller in relation to personal information which **We** hold about You ("Personal Data"). Queries relating to data protection matters may be referred to **Our** Data Protection Officer at: The Data Protection Officer, Elmo Insurance Limited, Abate Rigord Street, Ta' Xbiex, XBX 1111, Malta or at: dpo@elmoinsurance.com.

OUR COMMITMENT **We** highly value the trust that You place in **Us** and **We** are committed to protect the security of **Your** Personal Data and to ensure that **Your** rights according to data protection Law are safeguarded.

INFORMATION WE HOLD ABOUT YOU As data controllers, **We** may collect, store and use the following categories of Personal Data:

- Basic Personal Data, such as: **Your** name and surname; identification document details; date of birth; mail address; contact details; banking details; occupation and signature;
- Information about **Your** insurance requirements, such as: details about the subject matter to be insured and details about persons to be covered by **Our** insurance products;
- Additional information, such as: accident, loss or claims history; creditworthiness; no claims bonus; insurance history (including: previous special underwriting conditions imposed and decline of cover); annual income and matters relating to the prevention, detection and/or suppression of fraud, money laundering and terrorism and **Your** marketing preferences;

We may also collect, store and use the following "special categories" of more sensitive Personal Data, such as: current and past health information; pre-existing health conditions or injuries; medication; medical treatment; surgical procedures; hereditary disease, illness or condition; and smoking or drug abuse history.

HOW WE WILL PROCESS INFORMATION ABOUT YOU **We** will only process **Your** Personal Data when the Law allows **Us** to. Most commonly, **We** will use **Your** Personal Data in the following circumstances:

- Where **We** need to perform the contract which **We** have entered with You;
- Where **We** need to comply with a legal obligation; and
- Where it is necessary for **Our** legitimate interests, or those of third parties, provided that such legitimate interests are not overridden by **Your** interests or fundamental rights and freedoms which require the protection of Personal Data.

We may also process **Your** Personal Data in the following situations, which are likely to be rare:

- Where **We** need to protect **Your** vital interests or the vital interests of another person;
- Where it is required in the public interest or for official purposes.

IF YOU FAIL TO PROVIDE PERSONAL DATA If you fail to provide certain Personal Data when requested, **We** may not be able to perform the contract **We** have entered with You or **We** may be prevented from complying with **Our** legal obligations.

HOW WE USE PARTICULARLY SENSITIVE PERSONAL DATA Special categories of Personal Data require higher levels of protection. **We** need to have further justification for collecting, storing and using this type of Personal Data. **We** may process special categories of Personal Data in the following circumstances:

- In limited circumstances, with **Your** explicit written consent;
- Where **We** need to carry out **Our** legal obligations;
- Where it is needed in the public interest;
- Where it is needed to assess **Your** working capacity on health grounds, subject to appropriate confidentiality safeguards;
- Where it is needed in relation to the exercise or defence of legal claims.

Less commonly, **We** may need to process sensitive Personal Data where it is needed to protect **Your** vital interests or the vital interests of other persons and You are not capable of providing consent or where You have already made the information public.

We will not use Personal Data for any other purpose which is incompatible with the purposes described in this Notice, unless such use is required or authorised by Law, authorised by You or is in **Your** own vital interest (such as in the case of medical emergency).

HOW WE MAY SHARE YOUR PERSONAL DATA **We** may share **Your** Personal Data within **Our** different departments, **Our** affiliated companies and **Our** service providers, including assistance and road assistance service providers. This is generally required for the performance of **Our** contract with You; in order to identify products which may be of interest to You; for pricing and underwriting purposes; for marketing purposes; and for claims management purposes. Moreover, **We** may share **Your** Personal Data to prevent, detect and/or suppress fraud and in order to be able to comply with **Our** legal obligations.

We may also share **Your** Personal Data with third parties, including: insurance undertakings; insurance intermediaries; reinsurers; medical professionals; legal professionals; hospitals and clinics; surveyors, architects, loss adjusters and other appointed experts in the course of underwriting or claims management processes; Transport Malta; the Malta Insurance Association; credit referencing agencies; the Commissioner of Police, the Financial Intelligence Analysis Unit (FIAU), tax authorities and any other body, institution or authority which is authorised to receive **Your** Personal Data from us according to Law. This is generally required for the performance of **Our** contract with You, to prevent, detect or suppress fraud, money laundering and terrorism, to exercise or defend legal claims, and to comply with **Our** legal obligations. Additionally, in limited circumstances, **Your** Personal Data may be made accessible to third party service providers for IT system testing and maintenance purposes, and for insurance audit and actuarial purposes.

We are a member of the Malta Association of Credit Management ("MACM"). If You fail to settle any amounts which are due to **Us**, **We** have a right to pass on information about You and about the amounts owed by You to **Us** to MACM as well as to any legally entitled third party. Where such a disclosure is carried out, MACM, as a Credit Referencing Agency, shall be deemed to be a Data Controller of the personal data it processes within its systems, in pursuance of its legitimate interests, such as promoting responsible lending, amongst others. For more info please visit <https://www.macm.org.mt/dataprotection>. Data Protection queries concerning MACM may be referred to its Data Protection Officer at dataprotectionofficer@macm.org.mt

In all cases, the sharing of **Your** Personal Data is made subject to appropriate confidentiality safeguards.

TRANSFER OF PERSONAL DATA OUTSIDE MALTA **We** may share **Your** Personal Data with third parties established both within and outside the European Economic Area, subject to observance with all confidentiality safeguards applicable according to Law.

HOW WE MAY OBTAIN PERSONAL DATA ABOUT YOU Apart from the Personal Data which You provide **Us** with, **We** may obtain Personal Data about You from third parties to prevent, detect or suppress insurance fraud, money laundering and terrorism; to exercise or defend legal claims; and to safeguard **Our** legitimate expectations in so far as this is permitted by Law. In particular, **We** may receive Personal Data about You from third parties who may share Personal Data with according to this Notice; the ETARS traffic accident database; the Court Registry Database (LECAM); the Public Registry; the Registry of Companies and other entities which have authority to disclose Personal Data to **Us**. **We** may also record telephone conversations for quality and assurance purposes. **Our** head office and branches are equipped with CCTV cameras for security purposes.

SECURITY **We** will take appropriate measures to protect Personal Data and sensitive Personal Data, which are consistent with the applicable privacy and data security Law and regulations, including requiring third party service providers to use appropriate measures to protect the confidentiality and security of Personal Data and sensitive Personal Data.

DATA INTEGRITY AND RETENTION **We** will take reasonable steps to ensure that Personal Data and sensitive Personal Data processed by **Us**, is reliable for its intended use and is accurate and complete for carrying out the purposes described in this Notice. **We** will retain Personal Data and sensitive Personal Data for the period necessary to fulfil the purposes outlined in this Notice, unless a longer retention period is required or permitted by Law.

YOUR RIGHTS You have the right to object at any time to the processing of **Your** Personal Data. You can exercise this right by contacting **Our** Data Protection Officer.

You also have the right to access **Your** Personal Data and sensitive Personal Data, the right to correct inaccurate Personal Data and sensitive Personal Data, the right to erase **Your** Personal Data and sensitive Personal Data in certain circumstances and the right to receive the Personal Data and sensitive Personal Data which You have provided to **Us** in a structured, commonly used and machine-readable format for onward transmission by You to another entity, without hindrance from **Us**. If You wish to exercise any of these rights, please contact **Our** Data Protection Officer. Please note however that, certain Personal Data and sensitive Personal Data may be exempt from such access, correction and/or erasure pursuant to the applicable data protection Law or other legislation and regulations.

As part of the provision of **Your** insurance contract, **We** may use automated decision making, including profiling, subject to appropriate safeguards to protect **Your** rights and freedoms and legitimate interests. You have the right to request human intervention to express **Your** point of view and to contest automated decisions.

You can also file a complaint on data protection matters with the Office of the Information and Data Protection Commissioner by following this link: <https://www.reportbreachidpc.com/Complaint/>



Protection and Compensation Fund

The Protection and Compensation Fund is a special fund which was established in terms of the Protection and Compensation Fund Regulations, 2003.

The aims of the fund are:

- i. to pay for any claims against an insurer which have remained unpaid because the insurer became insolvent. These claims must be in respect of protected risks situated in Malta or protected commitments where Malta is the country of commitment; and
- ii. to compensate victims of road traffic accidents in certain specified circumstances. Limited compensation may be available under the fund if the insurer becomes insolvent and unable to meet its obligations under the insurance contract.

Further information about the fund may be accessed through the following link:
<https://www.mfsa.mt/consumers/consumer-awareness-and-education/insurance/protection-policyholders/>



Customer Satisfaction

Elmo Insurance Limited is committed to provide **You** with the highest level of service. However if **You** are not satisfied with **Our** services, please refer the matter to **Our** Complaints Officer at:

Elmo Insurance Limited
Abate Rigord Street
Ta' Xbiex
XBX 1111
Malta

Tel: 00356 23430000

E-Mail: complaints@elmoinsurance.com

Your complaints will be acknowledged by **Our** Complaints Officer and a response will be sent to **You** within a maximum time period of fifteen working days.

In the event that **Your** complaint remains unresolved, **You** may write to:

The Office of the Arbiter for Financial Services
First Floor
St Calcedonius Street
Floriana
FRN 5130
Malta

Freephone: 80072366

Telephone: 21249245

You can also download a complaint form from: www.financialarbiter.org.mt.

This is without prejudice to any other judicial action which **You** may wish to resort to.

You may also seek assistance from the Malta Insurance Association with whom this company is affiliated.



Call for any assistance

 **2343 0000**

or e-mail us 

info@elmoinsurance.com

BRANCH OFFICES

Naxxar Road
B'Kara BKR 9044
2343 0322

48 Bormla Gate
Cospicua BML 2064
2343 0301

Paola Square
Paola PLA 1261
2343 0306

St. Bartholomew Str.
Qormi QRM 2187
2343 0311

23a Saqqajja Square
Rabat RBT 1192
2343 0332

612 Mosta Road
St. Paul's Bay SPB 3112
2343 0310

Cassar & Cooper
54 South Str.
Valletta VLT 1103
2343 0316

Mdina Road
Zebbug ZBG 9017
2343 0326/7