

### **Purpose of this Document**

This document discloses important information about Elmo Insurance Limited (“We”/“Us”/“Our”) and your rights and obligations. Please review this document carefully and feel free to contact Us should you require any additional information or clarification.

### **The Company**

Elmo Insurance Limited (C-3500) is registered in Malta. Authorised to carry on general insurance business in terms of the Insurance Business Act (Chapter 403 of the Laws of Malta) and regulated by the Malta Financial Services Authority of Triq l-Imdina, Zone 1, Central Business District, Birkirkara CBD 1010, Malta.

### **Contacting Elmo Insurance Limited**

You may contact Us by postal mail, email, telephone or by visiting our Head Office or any one of Our branches. Details of all Our branches are accessible through the following link: [www.elmoinsurance.com/contact-us/our-branches](http://www.elmoinsurance.com/contact-us/our-branches).

### **Applicable Law**

Insurance policies offered by Us in Malta are subject to Maltese Law.

### **Language**

All our policy documents are provided in English. Any information which We will provide you in connection with your insurance policy will be in English. You may communicate with Us in either English or Maltese.

### **Material Facts**

A material fact is a fact which is likely to have a bearing on Our assessment of the underwriting risk and consequently Our decision about determining premium, writing risks or settling claims. It is your responsibility to ensure that all facts declared by you to Us are at all times true, accurate and complete and that you do not withhold any material information from Us. Any person completing insurance forms on your behalf shall for that purpose be regarded as your representative and not as a representative of Elmo Insurance Limited and you remain fully responsible for the correctness and accuracy of the information provided to Us by you or on your behalf. If any material information provided by you to Us is incorrect or incomplete or if you fail to disclose any material information to Us, the policy may be rendered null and void, We may repudiate any claims which may be made under your policy and you may encounter difficulty in obtaining insurance cover elsewhere. It is therefore in your interest to check the correctness of any information which you submit to Us prior to doing so.

### **Remuneration Disclosure**

The premium noted in your policy schedule may include a percentage commission which We may pay to insurance distributors and/or employees introducing business, upon the writing of the policy. Such commission is not added to your premium, but is deducted as a percentage of the premium collected by Us.

### **Complaints Procedure**

We are 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 by mail at: Elmo Insurance Limited, Abate Rigord Street, Ta' Xbiex, XBX 1111, Malta, by e-mail at: [complaints@elmoinsurance.com](mailto:complaints@elmoinsurance.com) or by telephone on: 00356 23430000. Your complaint will be acknowledged by Our Complaints Officer and a response will be sent to you within a maximum time period of fifteen working days. If 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: 00356 21249245. You can also download a complaint form from: [www.financialarbiter.org.mt](http://www.financialarbiter.org.mt). This is without prejudice to any other judicial action which you may resort to.

### **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/>.

# Motor Insurance

## Insurance Product Information Document



Company: Elmo Insurance      Product: Motor Insurance

Elmo Insurance Limited | Abate Rigord Street, Ta' Xbiex XBX1111, Malta

Elmo Insurance Limited (C-3500) is registered in Malta. Authorised to carry on general insurance business in terms of the Insurance Business Act (Chapter 403 of the Laws of Malta) and regulated by the Malta Financial Services Authority.

This Insurance Product Information Document is only intended to provide a summary of the main coverage and exclusions, and is not personalised to your specific individual needs. Complete pre-contractual and contractual information on the product is provided in your policy documentation.

## What is this type of insurance?

This Motor Policy provides insurance cover for civil damages, claimant's costs and expenses that you are legally liable for.



### What is insured?

Listed below is a summary (refer to the policy for full terms) of the three levels of cover available:

#### Third Party Only Cover

- ✓ Your legal liability for death or bodily injury to other persons up to € 6,070,000
- ✓ Legal liability for damage to third party property up to a limit of € 1,220,000
- ✓ Other benefits: legal assistance and no excess

#### Third Party Fire & Theft Cover

Additional to the benefits mentioned above for Third Party Only Cover, this policy also covers:

- ✓ Accidental loss or damage to your own vehicle by fire and/or theft up to the agreed value or the market value.

#### Comprehensive Cover

Besides the benefits listed below, this policy offers the same benefits under the Third Party Only Cover and the Third Party Fire & Theft Cover.

- ✓ Accidental loss or damage to your own vehicle up to the agreed value or the market value
- ✓ Personal accident cover up to € 5,000
- ✓ A number of other addition limited benefits: windscreen damage, legal assistance, hiring of an alternative vehicle, medical expenses, road side assistance
- ✓ Cover extended free of charge to all EU countries for a maximum of 30 days.



### What is not insured?

- ✗ The driver's death or bodily injury due to a motor accident
- ✗ Loss or damage arising from theft or attempted theft whilst your vehicle is unlocked or the windows are open
- ✗ Loss or damage while your vehicle is being driven by or is in the charge of any person who is not described in the schedule
- ✗ Any injury or death to third parties resulting from an accident while the driver is under the influence of alcohol or drugs
- ✗ Loss or damage while your vehicle is being driven by a person who has been disqualified from driving or does not hold a driving licence or is prevented by law from holding a driving licence
- ✗ Loss resulting from depreciation, wear and tear, mechanical or electrical breakdown
- ✗ We shall not be liable to pay any claim in respect of the motor vehicle if you transfer the motor vehicle to others without informing us, irrespective of whether that transfer is validly made according to law or not
- ✗ Communicable disease



### Are there any restrictions on cover?

- ! The amount of excess shown in the schedule
- ! Benefit limits as stated in the policy document
- ! Amounts exceeding market value and/or sums insured (as may be the case) as shown in your schedule.



### Where am I covered?

- ✓ Cover is provided within the Geographical Area as defined in the policy schedule.



## What are my obligations?

- Information disclosed on your proposal form and claim form must be truthful, to the best of your knowledge and belief, correct and complete. We must be advised of any material facts or changes to this information.
- You must take all reasonable precautions to make sure that the motor vehicle is safe and roadworthy.
- You must inform us as soon as possible of any accident, injury, loss or damage which may give rise to a claim under this policy.
- You must inform us if the vehicle belongs to anyone else or is sold or if it is being used regularly by another person.
- You must pay your premium.



## When and how do I pay?

You will need to pay in advance by cash, cheque, credit card or internet banking.



## When does the cover start and end?

The cover starts from the commencement date and will end on the expiry date as shown in the policy schedule, unless the policy is cancelled before.



## How do I cancel the contract?

You may cancel the contract by providing us with seven days' notice in writing and returning to us your Certificate of Motor Insurance. You will also need to provide us with evidence of another insurance policy covering your motor vehicle or evidence that your motor vehicle has been transferred (as the case may be). You may be entitled to a refund on short period basis of your premium provided that no claim had been lodged during the current period of insurance.