

### **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/>.

# Tool of Trade Insurance

## Insurance Product Information Document



Company: Elmo Insurance

Product: Tool of Trade Insurance

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

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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 Tool of Trade Insurance Policy Documentation.

### What is this type of insurance?

The Tool of Trade Insurance Policy indemnifies the Insured for accidental death or bodily injury to third parties and/or accidental damage to third party property and other related expenses that you are legally liable for and arising out of the operation of the tool attached to your motor vehicle.



#### What is insured?

- ✓ Your legal liability for:
  - accidental death or
  - bodily injuryto other persons as shown in the schedule of your policy.
- ✓ Your legal liability for accidental damage to third party property as shown in the schedule of your policy.



#### What is not insured?

- ✗ Death or bodily injury to third parties and/or damage to third party property when:
  - your motor vehicle is not being operated as a tool
  - your motor vehicle is being operated as a tool by any person who is under the influence of alcohol or drugs.
- ✗ Any third party claim liability in respect of which is required to be covered by insurance in terms of the Motor Vehicles (Third Party Risks) Ordinance (Chapter 104) or any subsidiary legislation enacted in Malta.
- ✗ Death or bodily injury to any Employee of the person described in the schedule of your policy.
- ✗ Vibration or weakening or removing of support.
- ✗ Property belonging to or held in trust by or in custody or control of the Insured or of a member of the same household of the Insured.
- ✗ Property being worked upon and arising out of such work.
- ✗ Existing underground cables and/or pipes or other underground facilities.
- ✗ Claims arising out of:
  - liability assumed by the Insured under agreement
  - breach of duty owed in a professional capacity by the Insured
  - advice, design or specification.
- ✗ War, terrorism, civil war, nuclear weapons or radioactive contamination.
- ✗ Cyber losses.
- ✗ Asbestos.
- ✗ Communicable and other diseases.
- ✗ Pollution, radiation or contamination.



#### Are there any restrictions on cover?

- ! The amount of excess shown in the schedule.
- ! Limit of Indemnity as shown in the schedule.



#### Where am I covered?

- ✓ Maltese Islands.



## What are my obligations?

- Information disclosed on your proposal form or any other document provided to insurers 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 tool attached to the motor vehicle is well maintained and safe.
- 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 your contract (the policy) when you no longer hold an insurable interest in the tool attached to the motor vehicle.

We will calculate the charge for the expired portion of your insurance premium by using our short period premium rates provided that there have been no claims during the current period of insurance.