

This is Your Home Insurance Policy

underwritten by GasanMamo Insurance Limited

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Thomas Smith Service Promise

Thomas Smith Insurance Agency Ltd, is a legal agent and attorney for GasanMamo Insurance Ltd. and duly licensed by the Malta Financial Services Authority in Malta. We pride ourselves on the level of customer service we provide.

We are committed to provide insurance cover to Customers; we do this by representing two reputable insurance companies giving us a wider range of insurance covers and by employing knowledgeable, motivated and customer-oriented staff.

We strive to provide security and peace of mind to our clients and we achieve this by maintaining regular communication with our clients and through constant awareness of developments in market trends.

On behalf of the Company

Thomas Smith Insurance Agency Ltd
Legal Agent & Attorney for GasanMamo Insurance Ltd

How to get help...



Claims service

If you want to make a claim under this policy or wish to clarify something with our Claims team, you may call us on

+356 2205 8330

Changes to your policy

If you need any changes to your policy, or wish to ask any questions on your policy, you may call us on

+356 2205 8322

We may record and monitor calls. This is to help us improve our service to you.

You can also email our offices on insurance@tcsmith.com

Changes we need to know about

Please call us immediately if there are any changes to your circumstances, which may affect this insurance.

Examples of such circumstances would be:-

- If your home will be left unoccupied for more than 30 consecutive days;
- If your "sums insured" levels are not enough;
- Cautions or criminal convictions of the people insured;

If you are not sure whether certain information is relevant contact us.

In the event that, there are any relevant changes, and you would not have advised us, this may result in your policy becoming null and void and cover not being operative.

Professional Secrecy Act

Any information that you submit to us may be shared with other Insurers as part of an exercise to combat the ever-increasing problem of insurance fraud.

The details shared are limited to what is absolutely necessary within the strict bounds of confidentiality and we will always regard your file as being a document protected by the Professional Secrecy Act.

Protection & Compensation Fund Regulations 2003

Under the Protection and Compensation Fund Regulations 2003, should the Company be unable to meet all its liabilities to policyholders, compensation may be available.

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

Complaints procedure

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all of our customers' problems promptly. To make sure that we provide the kind of service you expect, we welcome your feedback. We will record and analyse your comments to make sure we continually improve the services we offer.

What will happen if you complain?

We aim to resolve complaints within 10 working days.

Once an assessment and full investigation of your concerns has been made, we will respond with a decision. Most of our customers' concerns can be resolved quickly but occasionally more detailed enquires are needed. If this is likely we will contact you with an update and give you an expected date of response. This will not be beyond 20 working days from the date of your first complaint.

If you are still not happy with the decision you receive from the Executives of either the Customer Service Division or Claims Division you may write to the Managing Director. If you are not satisfied with our final decision, you can refer the matter to the Consumer Complaints Manager at the Malta Financial Services Authority.

Telephone Recording

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

Customer Comments

If you have any comments or suggestions about our cover, services or any other feedback please write to:-

Managing Director
Thomas Smith Insurance Agency Ltd
12 St Christopher Street
Valletta VLT1468

Or you may send your comments via email on insurance@tcsmith.com

We always welcome feedback so we can improve our products and services.

THE CONTRACT OF INSURANCE

Definitions

Wherever the following words or phrases appear hereinafter , they will have the meanings given below:-

Appliance	Any electrical item or electrical part of an item.
Buildings	As defined under Section 1 of this Policy.
Contents	As defined under Section 2 of this Policy.
Credit & Debit cards	Credit, cheque, debit, charge, bankers' and cash dispenser cards.
Endorsements	Changes in the terms of your policy. These are shown in your schedule or may be issued at a later date.
Excess	The amount you will have to contribute towards a claim.
Exclusion/Excluded Risk	Something that your policy does not cover you for.
Home/House/Private Residence	The house or flat and its outbuildings at the address shown on your schedule and its garages (all of which must be used for domestic purposes).
Money	Cash, cheques, money orders, postal orders, current postage stamps (not part of a collection), National Insurance stamps, savings stamps or certificates, premium bonds, traveller's cheques, travel tickets, luncheon vouchers, gift tokens and phone cards.
Pedal cycle	Any pedal cycle, which belongs to you, and any accessories attached to it.
Personal belongings	Luggage, clothing, sports, musical and photographic equipment and other items, which you normally wear, or carry with you. All items must belong to you or be your legal responsibility.
Your partner	The partner or husband or wife of the Insured, living at the same address as the Insured. This does not include business partners or associates.
Schedule	The document which specifies your details and the cover you enjoy.
Period of Insurance	The period of time covered by this policy, as shown in the schedule, and any further period that we may, at our discretion, agree to insure you for.

Sum Insured	The amount shown in your schedule as the maximum we will pay for claims resulting from one incident.
Policy	The documents consisting of this policy booklet, the schedule, and any endorsements.
Proposal form	The document you complete when you ask us to insure you. It forms the basis of your contract.
Third Party	Any person who makes a claim against anyone insured under this Policy.
Unfurnished	Does not contain enough furniture for normal living.
Unoccupied	Your home is unoccupied if it is not being normally lived in by anyone with your permission for 30 consecutive days or more. For the purpose of this paragraph, your home is deemed to be unoccupied if it is let or sublet by you.
Valuables	Stamp, coin or medal collection, antiques (not including furniture), collectables, pictures, other works of art, items of gold, silver or other precious metals, jewellery, watches and furs.
Insured/Policyholder/ You/Your	<ul style="list-style-type: none"> • The policyholder named in your schedule; • The husband or wife of the policyholder, or the policyholder's partner who lives at the same address as the policyholder and shares financial responsibilities. This does not include any business partners or associates. • Members of the policyholder's family who live with them permanently.
Insurer/ The Company/ We/Us/Our	GasamMamo Insurance Ltd.

Your Home Insurance Policy

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

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

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

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

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

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

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

GasanMamo Insurance Ltd. is a company incorporated in Malta bearing registration number C3143 having its registered address at Head Office, Msida Road, Gzira, Malta. GasanMamo Insurance Ltd is authorised to carry on business of insurance in terms of the Insurance Business Act 1998, regulated by the Malta Financial Services Authority.

POLICY COVER INDEX

The sections below only apply if shown in your schedule

Section	Cover	Part
1	Buildings	A & B
2	Contents	D & E

COVERS – applicable only if the Schedule of this policy is duly marked and where applicable a Sum Insured or other details is duly noted

Part	Section	Description
C	1 – Buildings	A. Accidental Damage to Buildings
C	1 – Buildings	B. Repair of Sewer
C	1 – Buildings	C. Damage to grounds by emergency services
C	1 – Buildings	D. Replacement of Keys
C	1 – Buildings	E. Modifications to your buildings
F	2 – Contents	A. Accidental Damage to Contents
F	2 – Contents	C. Specified Articles
F	2 – Contents	D. Pedal Cycles
F	2 – Contents	E. Audio Equipment out of home
F	2 – Contents	F. Emergency Rental of Equipment
F	2 – Contents	G. Jury Service
F	2 – Contents	H. Caravan Contents
F	2 – Contents	I. Payment Protection
F	2 – Contents	J. Personal Accident
F	2 – Contents	K. Domestic Pets : Cats & Dogs
F	2 – Contents	L. Garden Cover
F	2 – Contents	M. Full Theft
G	1 & 2	1. Voluntary Excess
G	1	2. Lien Clause
G	1 & 2	3. Alarm Clause
G	2	4. Safe Clause
G	1 & 2	5. Extension to Unoccupancy period
G	1	6. Buildings Under construction
G	2	7. Jewellery Overhaul Clause

Part A

Section 1 - Buildings

This section only applies when shown in the Schedule.

PROPERTY COVERED: This section covers the Buildings of Your home specified in the Schedule, constructed of brick, stone or concrete and the external surface of the roof constructed of slates, tiles, concrete, asphalt or of any entirely incombustible mineral ingredients.

ALSO COVERED ARE:

- The interior decorations and the fixtures and fittings within the Buildings.
- The domestic outbuildings, garages, domestic fixed fuel oil tanks, service tanks, swimming pools, tennis courts, walls, gates, fences, hedges, terraces, drives, footpaths, garden statues & ornaments, and all pipes, drains and cables serving the buildings.
- Trees, shrubs, plants and the like damaged as a direct result of the damage to the Buildings from any cause which gives rise to a claim under this Section, i.e. causes 1 to 10 below, however in the case of damage by Storm, Tempest, Flood or Lightning there shall be no cover in respect of trees or shrubs or any outdoor fixture, fitting, garden statue or ornament damaged at the same time whether or not such storm, tempest, flood or lightning are the cause of the damage to the Buildings.

Causes Insured

Loss of or damage to the Buildings by the following causes:

1. Fire, smoke, lightning, explosion, earthquake.
2. Storm, Tempest or Flood.
3. Riot, civil commotion, strikes, labour and political disturbances.
4. Malicious acts or vandalism.

What is excluded for each Cause

The first €50 of any claim other than where another amount is specifically stated hereunder.

1. *Loss or damage caused by smog, industrial or agricultural operations.*
2. *a Loss or damage caused by frost, subsidence, heave or landslide;
b Loss or damage to fences or gates;
c Loss or damage caused by humidity, condensation and dampness as a result of ingress of water.*

*No special exclusions
(but see General Exclusions)*

4. *Loss or damage when the Buildings are deemed, in terms of this policy, to have been left unoccupied.*

5. Escape of water from fixed water, drainage or heating installation or from a plumbed in domestic appliance.

6. Impact with the Buildings by vehicles, animals and aircraft or aerial devices, or any article dropped from them.

7. Theft or attempted theft.

8. Escape of oil from any fixed heating installation.

9. Falling trees or branches.

Falling lampposts, electricity, flag and telephone poles or any part of them.

Loss or damage, which you or your lodgers or tenants have caused, allowed or chosen to overlook.

5. *a Loss or damage when the Buildings are deemed, in terms of this policy, to have been left unoccupied.*

b Repairs to tanks, pipes or appliances.

c Loss or damage caused by chemicals or chemical reaction.

d Loss or damage caused by subsidence heave or landslip caused by escaping water.

6. *Loss or damage caused by domestic pets, insects or birds.*

7. *a Loss or damage if not accompanied by forcible violent entry into your buildings.*

b Loss or damage when the Buildings are deemed, in terms of this policy, to have been left unoccupied.

c Loss or damage whilst the Buildings or any part of them are lent, let, sub-let or occupied by anyone other than you or your family.

d Loss or damage caused by any person lawfully in your home.

8. *Loss or damage when the Buildings are deemed, in terms of this policy, to have been left unoccupied.*

9. *a Loss or damage to gates or fences.*

b The cost of the removal of the tree or branch unless damage has been caused to the buildings by its fall.

c Loss or damage caused by felling, lopping or topping of trees.

d Loss or damage by falling leaves.

10. Falling of television or radio aerials, their fittings and masts, satellite dishes, solar panels and wind generators.

10. Loss or damage to the actual aerials, aerial fittings, satellite dishes or masts, solar panes and wind generators.

Basis of Claims Settlement

- a We will pay up to the Sum Insured for Buildings shown on the Schedule for the cost of rebuilding, repairing or replacing the damaged parts of the Buildings, inclusive of any amount which may become payable under Extension A of Section 1 of this policy.
- b If the buildings are not, or cannot be, rebuilt or repaired we will pay at our option the difference between the value of the buildings prior to the loss or damage and the value of the buildings following the loss or damage.
- c If the buildings have not been maintained in a good state of repair a deduction will be made for wear and tear.
- d If at the time of any loss or damage the sum insured is less than the cost of rebuilding we will pay a proportionate part of the cost of repair or replacement equivalent to the proportion that the sum insured represents of the total cost of the rebuilding.
- e We will not pay for the cost of replacing any undamaged items forming part of a set, or suite, or other article of a uniform nature, design or colour when damage occurs to a specific part or within a clearly definable area and replacement cannot be matched.

Automatic Reinstatement

We will not automatically reduce the sum insured by the cost of any claim, provided that the repair or reinstatement has been completed and any recommendations to prevent further damage have been carried out.

Part B

Standard Extensions to Section 1 – Buildings

Extension Insured

The following extensions are automatically included under the Buildings section.

A. Additional Expenses

We will pay the reasonable costs necessarily incurred by you with our written consent as a result of loss or damage by any of the causes 1 to 10 of Section 1 of this policy for:

- a Architects, surveyors, legal and other fees, not exceeding 10% of the Building sum insured.
- b The cost of clearing the site and making the buildings safe.
- c The additional cost of rebuilding or repairing the damaged part of the building when this is rendered necessary solely to comply with any government or local authority requirements unless you were given notice of the requirement before the loss or damage occurred.
- d Complying with building and government regulations and local authority bye-laws.

B. Alternative Accommodation

We will pay the reasonable cost incurred with our written consent of comparable alternative accommodation up to a limit of 15% of the Buildings sum insured if the home is rendered uninhabitable as a result of loss or damage by any of the causes 1 to 10 of Section 1 of this policy, during the period necessary for reinstatement.

Excluded for each Extension

The first €115 of any claim made under the extensions unless a different amount is specified in the actual extension.

- a *Fees for preparing any claim.*
- b *No special exclusions (but see General Exclusions)*
- c *Any such additional cost as is necessary to comply with a notice from any government or local authority that has been served on You prior to the date of destruction or damage.*
- d *We will not pay anything under this section if you were requested to comply with such building and government regulation and local authority bye-laws by means of a notice served upon you prior to the date of destruction or loss.*

In the event that both sections of the policy are operative we will pay the highest amount under one section and not both limits added together.

C. Glass or Sanitary ware

We will pay for the cost of replacement or repair following accidental breakage of fixed glass in windows, doors, fanlights, skylights or fixed sanitary ware in the buildings, ceramics hobs fixed to and forming part of your home.

- a *The first €35 of each and every claim.*
- b *Loss or damage when the Buildings are deemed, in terms of this policy, to have been left Unoccupied.*
- c *Loss or damage to ceramic hobs in movable cookers.*
- d *Loss or damage to secondary double-glazing whilst removed for any reason.*
- e *Malicious damage caused by you, your family or any person lawfully in your home.*

D. Underground Pipes & Cables

We will pay the cost of repair following accidental damage by external means to cables, underground pipes, or underground tanks, all servicing the home and for which you are responsible.

- a *Loss or damage caused whilst cleaning or attempting to clear a blockage.*
- b *Any costs arising from clearance of a blockage not directly resulting from a breakage of pipe.*

E. Your Liability to the Public

We will pay up to €233,000 for damages which you become legally liable to pay as compensation for accidental bodily injury, illness or disease to any person, accidental damage to material property, plus defence costs and expenses incurred with our written consent in connection with any one incident or series of incidents arising out of one event during any period of insurance, incurred solely as owner (not as occupier) of the buildings.

- Liability arising directly or indirectly from:*
- a *any profession, business or employment;*
 - b *the use of lifts or mechanically propelled or assisted vehicles (other than gardening machinery and pedestrian controlled vehicles);*
 - c *any agreements unless you would have been liable had the agreement not been made;*
 - d *death, injury, illness or diseases of any member of your family or a domestic employee;*
 - e *loss of or damage to property occupied or in the custody of you, your family or any domestic employee;*
 - f *any wilful or malicious act;*

- g Liability arising more than two years after the expiry or cancellation of Section 1 of this Policy or immediately if you are insured under a more recently effected or current policy;*
- h firearms, or the use thereof;*
- i animals except domestic dogs and cats.*

F. Damage to Public Services

Accidental Damage to the water sewer drain pipes or electricity telephone or television cables for which You are legally responsible and extending from your home to the public supply.

Liability arising directly or indirectly from:

- a any profession, business or employment;*
- b the use of lifts or mechanically propelled or assisted vehicles;*
- c any agreements unless you would have been liable had the agreement not been made;*
- d any wilful or malicious act;*
- e Liability arising more than two years after the expiry or cancellation of Section 1 of this Policy or immediately if you are insured under a more recently effected or current policy.*

G. Purchasers interest

If You have contracted to sell the buildings and the purchaser has not insured the property before completion, the purchaser will have the benefit of this section of this policy between exchange of contracts and completion of sale provided the purchaser completes the purchase.

This will not apply if the purchaser is not a private individual.

H. Loss of Rent

While your home cannot be lived in as a result of loss or damage to the Buildings by any of the causes 1 to 10 of Section 1 of this policy, we will pay the amount of rent You lose.

No special exclusions (but see General Exclusions)

If you have to pay a ground rent we will pay up to a maximum of two years

subject to a maximum limit of 10% of the sum insured as shown on your latest schedule for Buildings.

I. Increased Metered Water Charges

We will pay for charges incurred by you resulting from an escape of water, which gives rise to a claim under Section 1 of this Policy. The maximum amount we will pay is of €233 during any period of insurance. If You are covered under more than one section of this policy the maximum amount we will pay will still be of € 233.

- a *The first €35 of each and every claim.*
- b *This will be only operative if your water bills do show an increase in consumption incurred.*

J. Modifications to your buildings as a result of paraplegia or quadriplegia

"Paraplegia" or "quadriplegia" means paraplegia or quadriplegia, which continues for a period of 12 months and is then diagnosed to continue for an indefinite period.

We will pay you for the cost of modifying your buildings on confirmation of your permanent paraplegia or quadriplegia by a registered medical practitioner approved by us, if:-

- a your permanent paraplegia or quadriplegia is a direct result of loss or damage to your buildings by any of the causes 1 to 10 of this policy;
- b your buildings are your main place of residence.

The maximum amount we will pay arising out of any one event for the cost of modifying your buildings in relation to your permanent paraplegia or quadriplegia incident regardless of the number of buildings or contents insurance policies held with us will be €2330.

No special exclusions (but see General Exclusions)

K. Common Areas in a Block of Apartments

In the event that Your home is part of a block of apartments then the Property Covered under Buildings shall include your proportionate share of the common parts of the block, calculated so as to reflect the number of units owned by you and covered by this insurance policy in relation to the total number of apartments forming part of that Block.

No special exclusions (but see General Exclusions)

Part C

Optional Extensions to Section 1 – Buildings

These will only be operative if the Schedule shows that these additional benefits have been chosen and the appropriate additional premium has been paid.

Optional Extension Insured

A. Accidental Damage to Buildings

In addition to the causes 1 to 10 specified in this Section the policy shall cover all other accidental loss or damage which happens as a direct result of a single unexpected event

Excluded for each Optional Extension

- a The first €233 of any claim made under the extensions.
- b The cost of maintaining your buildings and redecorating your home under normal circumstances or repairing or replacing electrical or mechanical equipment if it has broken down or has been misused.
- c Any loss or damage specifically excluded under Section 1 of this Policy.
- d Loss or damage:-
 - i. by chewing, scratching, tearing or fouling by domestic animals;
 - ii. specifically covered elsewhere in this policy even if cover is not operative;
 - iii. arising from alteration, extension or weakening of support to the Buildings other than sudden and unforeseen collapse or threat of collapse. This exclusion shall not apply if the Buildings have been constructed not more than 15

years unless we have upon receipt of an architect's report endorsed the policy in writing to remove this age limitation;

- iv. Arising while the Buildings are lent, let or sublet in whole or in part;
- v. Caused by any paying guest in your home;
- vi. Damage caused by faulty workmanship or design, of the use of faulty materials;
- vii. By atmospheric or weather conditions, wet or dry rot, vermin, insects or fungus or any other gradually operating cause.

B. Repair of sewer

The cost of breaking into and repairing the pipe between the main sewer and the home pipe if the pipe is blocked and normal methods of unblocking the pipe have been unsuccessful. The maximum we will pay for any one claim and in any one period of insurance shall be €350.

The first €50 of each claim.

C. Damage to the grounds by the emergency services

Damage the emergency services cause to the grounds of the home while they are attending the home due to loss or damage as a result of any of the causes 1 to 10 of this Policy. The maximum we will pay for any one claim and in any one period of insurance shall be €500.

The first €50 of each claim.

D. Replacement of Keys

We will pay for the cost of replacing keys and locks to any external door or window of the buildings, or to safes and alarms in the buildings if the keys are stolen or lost.

The maximum we will pay for any one claim is €233.

The first €35 of each claim.

E. Modifications to your buildings as a result of paraplegia or quadriplegia

“Paraplegia” or “quadriplegia” means paraplegia or quadriplegia, which continues for a period of 12 months and is then diagnosed to continue for an indefinite period.

We will pay you for the cost of modifying your buildings on confirmation of your permanent paraplegia or quadriplegia by a registered medical practitioner approved by us, if:-

- a your permanent paraplegia or quadriplegia is a direct result of loss or damage to your buildings by any of the causes 1 to 10 of this policy;
- b your buildings are your main place of residence.

The maximum amount we will pay arising out of any one event for the cost of modifying your buildings in relation to your permanent paraplegia or quadriplegia incident regardless of the number of buildings or contents insurance policies held with us will be €11,650.

The first €115 of each claim.

Part D

Section 2 - Contents

This section only applies when shown in the Schedule.

PROPERTY COVERED: The contents being household goods, fixtures and fittings (including radio and television aerials, satellite dishes, their fittings and masts that are attached to the buildings), clothing, personal effects, jewellery, sports equipment, pedal cycles, cash, bank notes, postal and money orders and travellers cheques (but excluding securities) belonging only to you or to members of your family normally residing with you or for which you are responsible including property of resident Domestic Employees whilst in your home, the address of the buildings specified in the Schedule for the amount shown.

LIMITS: The Company's liability in connection with any one loss shall not exceed in respect of:-

- Current legal tender and postage stamps (not forming part of a collection) - €585
- Unspecified curios, pictures or other works of art, stamp, coin or bank note collections, articles of gold, silver or other precious metal, jewellery or furs – 5% of the Sum Insured for Contents or €1165 (whichever is the lower) any one article or collection in the home. The total of such items shall not exceed €20,000 or one third of the sum insured for contents (whichever is the lower).

PROPERTY/LIABILITY NOT COVERED ARE:

- Motor vehicles, caravans, trailers, boats, canoes, surfboards, sailboards, aircraft, gliders and any part or accessory which is designed to be used with any of these items;
- Living creatures;
- Trees, bushes, plants of any kind other than houseplants which you usually keep in your home;
- Interior decorations;
- Plans, drawings, securities, certificates or documents of any kind except those defined as money;
- Any property owned or used totally or partially for business purposes or connected with any employment other than personal computer equipment;
- Fixed swimming pool equipment and machinery;
- Burglar Alarm systems and domestic air conditioning equipment;
- Any domestic appliance which is part of fitted units;
- Property/Liability more specifically insured by this or any other policy.

Causes Insured

Loss of or damage to your contents while they are inside your home by the following causes:

1. Fire, smoke, lightning, explosion, earthquake.
2. Storm, Tempest or Flood.

What is excluded for each Cause

- a The first €50 of any claim other than where another amount is specifically stated hereunder.
 - b Loss or damage due to any gradually operating cause.
1. Loss or damage caused by smog, industrial or agricultural operations.
 2. a Loss or damage caused by frost, subsidence, heave or landslip
b Loss or damage caused by humidity, condensation and dampness as a result of ingress of water.

3. Riot, civil commotion, strikes, labour and political disturbances.
4. Malicious acts or vandalism.
5. Escape of water from fixed water, drainage or heating installation or from a plumbed in domestic appliance.
6. Impact with the Buildings by aircraft or aerial devices, vehicles, or any article dropped from them, and animals.
7. Theft or attempted theft.
8. Escape of oil from any fixed heating installation.

No special exclusions (but see General Exclusions)

4. *a Loss or damage when the Buildings are deemed, in terms of this policy, to have been left unoccupied.*
 - b Loss or damage, which you or your lodgers or tenants have caused, allowed or chosen to overlook.*
5. *a Loss or damage when the Buildings are deemed, in terms of this policy, to have been left unoccupied.*
 - b Loss or damage caused by chemicals or chemical reaction.*
 - c Loss or damage caused by subsidence heave or landslip caused by escaping water.*
6. *Loss or damage caused by domestic pets, insects or birds.*
7. *a Loss or damage if not accompanied by forcible violent entry into your buildings.*
 - b Loss or damage when the Buildings are deemed, in terms of this policy, to have been left unoccupied.*
 - c Loss or damage whilst the Buildings or any part of them are lent, let, sub-let or occupied by anyone other than you or your family.*
 - d Loss or damage caused by any person lawfully in your home.*
 - e Loss or damage to Contents in your garage or outbuildings in excess of 10% of your Sum Insured on Contents or €4,700 (whichever is the lower).*
8. *a Loss or damage caused after the buildings have been left unoccupied.*
 - b Damage to the appliance from which the oil escapes.*

9. Falling trees or branches.

10. Falling of television or radio aerials, their fittings and masts and satellite dishes up to a maximum limit of €175.

9. *Loss or damage caused by felling, lopping or topping of trees.*

10. *Loss or damage arising from erection, installation, dismantling or repair of radio aerials, aerial fittings, satellite dishes or masts.*

Basis of Claims Settlement

- a We will pay up to the Sum Insured for Contents shown in the Schedule for the full cost of replacing, reinstating or repairing as new (or at our option we will replace as new) the lost or damaged contents, with a deduction for wear and tear made only in respect of clothing, household linen, Pedal Cycles and any other contents which you do not intend to replace.
- b The maximum amount we will pay in respect of any one loss for valuables is one third of the total sum insured on Contents or €20,000 (whichever is the lower) unless otherwise agreed by us in writing.
- c The maximum amount we will pay for any one item of Valuables is €1,165 unless otherwise agreed by us in writing.
- d If at the time of any loss or damage the total cost of replacing all of the Contents as new (less an allowance for wear and tear for clothing, household linen and Pedal Cycles) is greater than the sum insured for Contents shown in the Schedule we will pay only that proportion of the loss which the sum insured bears to the replacement cost.
- e We will not pay for the cost of replacing any undamaged items forming part of a set, or suite, or other article of a uniform nature, design or colour, including carpets, when damage occurs to a specific part or within a clearly definable area and replacement cannot be matched.
- f In the event of a claim under this section of this policy we reserve the right to request a valuation or recent evidence of value, or proof of purchase, to be produced before payment can be considered; or to engage an Expert of our choice to establish the probable value of the item in respect of which the claim has been made prior to the cause of the claim.
- g In the event of any loss or damage to any one article or pair or set of articles where the value exceeds the limits specified on this policy it will be necessary for a valuation (if not already provided) or recent evidence of value or proof of purchase to be produced before any payment can be considered.

Automatic Reinstatement – For claims up to a maximum of €1200

Following any claim paid by us, which does not exceed €1200, we will not reduce the sum insured for Contents shown in the schedule.

Following any claim paid by us, which is more than €1200 then the Sum Insured, will be reduced only if you receive written notice of such reduction.

Part E

Standard Extensions to Section 2 – Contents

Extension Insured

The following extensions are automatically included under the Contents section.

A. Temporary Removal of Contents

We will pay for Contents lost or damaged by any of the Causes 1 to 10 of Section 2 of this policy whilst temporarily removed from your home but remaining within the Maltese Islands up to 15% of the sum insured for Contents shown on the Schedule.

The maximum amount we will pay will be:

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

B. Temporary Removal of Valuables

We will pay for valuables lost or damaged by any of the Causes 1 to 10 of Section 2 of this policy whilst temporarily removed from your home to a Bank Safety deposit within the Maltese Islands.

Excluded for each Extension

The first €115 of any claim made under the extensions unless a different amount is specified in the actual Extension.

- a Loss or damage in a furniture depository.
- b Loss or damage caused by storm or flood to property not in a Building.
- c Loss or damage by theft unless forcible or violent entry to or exit from a Building.
- d Loss or damage in Halls of Residence and student accommodation.
- e Loss or damage to contents not in a building caused by malicious acts or vandalism.
- f Loss or damage to money.
- g Loss or damage during removals.

Loss or damage by theft unless forcible or violent entry to or exit from your personal safety deposit box.

C. Alternative Accommodation

Following our written consent we will pay the reasonable cost incurred for comparable alternative accommodation if the home is rendered uninhabitable as a result of loss or damage by any of the causes 1 to 10 of Section 2 of this policy. This will also extend to include the cost of temporarily storing your furniture and the cost of putting your cat or dog in a kennel until your home is fit to live in.

In the event that a local authority prevents you from living in your home as a result of an emergency evacuation or a neighbouring property being damaged by Fire or Explosion.

We will pay the reasonable cost of your necessary alternative accommodation for up to 30 days and the maximum we will pay will be up to 15% of the total sum insured on contents.

In the event that both sections of the policy are operative we will pay the highest amount under one section and not both limits added together.

D. Deep Freezer & Refrigerator Contents

We will pay for the food in a domestic deep freezer and refrigerator in the home, made unfit for human consumption by the accidental failure of the freezing unit or refrigerator cabinet or contamination by refrigerant or refrigerant fumes up to a limit of €350.

- a *The first €35 of each and every claim.*
- b *Loss or damage:-*
 - i. *Due to the deliberate act of the supply authority.*
 - ii. *When you have been pre warned that the electricity supply shall be suspended.*
 - iii. *Caused by vermin, insects or mildew.*
 - iv. *Caused by any process of cleaning, repair or alteration.*
 - v. *If the freezer and/or refrigerator is more than 10 years old.*
 - vi. *Caused by your failure to pay for the electricity bill.*
 - vii. *Any item held totally or partly for business purposes or in connection with any employment.*

E. Credit Cards

We will pay you in respect of Your liability under the terms of issue of any Credit Cards or cash cards including cheque issued in the Maltese Islands to you or your family (used only for private purposes) as a direct result of its loss and subsequent unauthorised use in Malta.

The maximum we will pay is of €2,500 any loss and in any one period of insurance.

- a Any loss unless the terms and conditions under which the card was issued have not been met.
- b Any loss resulting from a lost card, which you did not report, to the police and to the issuing organisation within 24 hours of discovering you had lost it.
- c Any loss as a result of unauthorised use by a member of your family or a person residing with you.
- d Loss caused by accounting errors or omissions.
- e Depreciation in value.
- f Any loss from the use, whether lawful or not, of the Credit Card outside the Maltese Islands.

F. Mirrors & Glass

We will pay for breakage of mirrors, glass tops to furniture, fixed glass in furniture, and ceramic hobs forming part of a movable cooker. The maximum we will pay under this extension is €2,500 any one loss and any one period of insurance.

- a The first €35 of each and every claim.
- b Loss or damage when the Buildings are deemed, in terms of this policy, to have been left unoccupied.
- c Malicious damage caused by you, your family or any person lawfully in your home.
- d Loss or damage to ceramic hobs fixed to and forming part of your home.

G. Audio & Audio Visual Equipment

Accidental damage to:-

- i. televisions;
- ii. audio equipment;
- iii. video recorders;
- iv. Home computer equipment;
- v. satellite decoders;
- vi. dvd players

which are owned by you or your family or for which you are legally responsible, and which are used for private purposes, whilst in your home.

- a The first €35 of each and every claim.
- b Loss or damage caused by mechanical or electrical breakdown or derangement or malfunction.
- c Loss or damage to records, tapes, discs or computer software.
- d Loss or damage caused by misuse, cleaning, fitting, adjustment, repair, dismantling of the apparatus.
- e Loss or damage when the Buildings are deemed, in terms of this policy, to have been left unoccupied.

The maximum we will pay under this extension is €2,350 any one loss and any one period of insurance.

Unless otherwise agreed any single article or set or pair shall be limited to € 700.

- f Wear and tear and depreciation.*
- g Malicious damage by you, your family or any person lawfully in your home.*
- h Damage caused by vermin, insects or mildew.*
- i Damage whilst your home or any part of it is lent, let or sub-let.*
- j Damage to any item designed to be portable, this excludes televisions and home computers.*

H. Tenants' Liability

This extension shall only apply if you are occupying the Buildings as a tenant and this fact has been previously acknowledged in writing by us.

Any amount which You become legally liable to pay as a tenant and not as an owner of the Buildings up to 20% of the sum insured for contents shown in the schedule in respect of:

- a damage to buildings by any of the causes 1 to 10 of Section 1 Part A of this policy;
- b accidental damage and breakage as described in Standard extensions C & D of Section 1 of this policy

- a The first €35 of each and every claim.*
- b Loss or damage when the Buildings are deemed, in terms of this policy, to have been left Unoccupied.*
- c Malicious damage, theft or attempted theft, caused by you, your family or any person lawfully in your home.*
- d Loss or damage for the cost of maintenance and normal redecoration.*
- e Loss or damage to gates, hedges or fences.*
- f Any special exclusions listed under Section 1 Part A of this policy and under the standard extensions C & D of Section 1 of this policy.*

I. Contents in the Open

We will pay up to €600 in respect of loss or damage to the contents by any of the causes 1 to 10 of Section 2 of this policy occurring in the open within the boundaries of the land belonging to your home.

- a The first €35 of each and every claim.*
- b Plants, trees or any growing matter.*
- c Loss or damage to money.*
- d Loss or damage during removals.*
- e Loss or damage when the Buildings are deemed, in terms of this policy, to have been left unoccupied.*
- f All other exclusions listed in Section 2 of this policy.*

J. Door Locks

We will pay up to €600 in respect of replacement of locks for external doors to the Buildings if your keys are lost or stolen.

- a *The first €35 of each and every claim.*
- b *Theft not reported to the Police.*

K. Increased Metered Water Charges

We will pay for charges incurred by you resulting from an escape of water, which gives rise to a claim under Section 1 of this Policy. The maximum amount we will pay is of €465 during any period of insurance. If You are covered under more than one section of this policy the maximum amount we will pay will still be of €465.

- a *The first €35 of each and every claim.*
- b *This will be only operative if your water bills do show an increase in consumption incurred.*

L. Reinstatement of Title Deeds

We will pay up to €350 in respect of the replacement of title deeds to your home if they are lost, destroyed or damaged by any of the Causes 1 to 10 of Section 2 of this policy while in your home or lodged with your legal advisor or bank anywhere in the Maltese Islands.

- a *The first €35 of each and every claim.*
- b *Loss or damage caused by wear and tear, depreciation, insects, vermin, fungus, climatic conditions, gradually operating cause, confiscation or detention by order of any government, public or police authority.*

M. Temporary Increases

a Christmas Increase - we will increase the sum insured on contents by 15% for the period from the 1st December to the 10th January;

b Wedding Gifts - we will increase the sum insured on contents by 15% for a period of one month before and one month after your, or any of your family members', wedding.

The maximum amount we will pay under this extension is of €11,650 any one loss and any one period of insurance.

- a *Loss or damage caused by theft not accompanied by forcible and violent entry into the buildings.*
- b *Cash shall be limited to €233.*
- c *Loss or damage to Valuables & Jewellery which has a total value more than one third of the increase or €3,500 whichever is the highest and any one single article limited to €233.*

N. Household Removal

We will pay for accidental loss or damage to contents when they are being transported from your home for permanent removal to another home within the Maltese Islands.

This will only apply if the new home is also insured with us.

- a *Loss or damage to contents stored in a furniture warehouse or in storage.*
- b *Loss or damage to jewellery, valuables and money.*
- c *Loss or damage to fragile articles unless packed and transported by professional removal contractors.*
- d *Loss or damage from unattended vehicles.*

O. Public & Personal Liability

Any amounts which you, or any member of your family, become legally liable to pay as compensation for accidental death, bodily injury, illness or disease of any person, or accidental damage to material property during any period of insurance arising:

- a As occupiers (but not owners) of the home or the land belonging to the home;
- b In a personal capacity (not as occupier or owner of any building or land) occurring in the Maltese Islands.

We will pay up to €233,000 in connection with any one incident or series of incidents arising out of one event and in any one period of insurance.

We will also pay any legal costs and expenses incurred with our written consent in the defence of any claim made against you or your family and recoverable by any claimant.

- a *Liability arising directly or indirectly for death or bodily injury or any person as a consequence of assault or alleged assault.*
- b *Death, bodily injury or disease to any member of your family or domestic employees.*
- c *Loss or damage to property owned by or in the custody of you or any member of your family or any person permanently residing with you.*
- d *Liability arising directly or indirectly from the transmission of any communicable disease by you or any member of your family.*
- e *Any agreement unless you would have been liable had the agreement not been made.*
- f *The ownership, use or possession of any:-*
 - i. *lift, caravan, aircraft or watercraft including jet skis;*
 - ii. *mechanically propelled or assisted vehicle (other than domestic gardening machinery);*
 - iii. *animals, except domestic dogs and cats;*
 - iv. *firearms.*
- g *Liability, which happens because of any trade, profession or employment.*

h Any claim or other proceedings against you or your family lodged and prosecuted in a court outside the Maltese Islands.

P. Accidents to Domestic Employees

We will pay any amount subject to the limit below which you become legally liable to pay as compensation for accidental death of, or bodily injury to, or illness of, any domestic employee arising out of employment within the Maltese Islands, including any legal costs and expenses incurred with our written consent.

We will pay up to €116,500 in connection with any one claim or series of claims and in any one period of insurance against you or your family arising out of any one occurrence including legal costs and expenses incurred with our written consent in defence of you or your family.

- a Liability arising directly or indirectly from the transmission of any communicable disease by you or any member of your family.*
- b Any agreement unless you would have been liable had the agreement not been made.*
- c The ownership, use or possession of any:-
 - i. lift, caravan, aircraft or watercraft including jet skis;*
 - ii. mechanically propelled or assisted vehicle (other than domestic gardening machinery);*
 - iii. animals, except domestic dogs and cats;*
 - iv. firearms.**
- d Any claim or other proceedings against you or your family lodged and prosecuted in a court outside the Maltese Islands.*

Q. Fatal Injury benefit

We will pay up to €2,330 if you, your husband or wife or live-in partner die from fire or violence from thieves in your home. For us to pay a claim under this section, death must have occurred not later than three months after the fact giving cause thereto.

This benefit will also be paid if the death occurs as a result of an accident whilst travelling as a fare-paying passenger by public transport or taxi; or an assault in the streets occurring in the Maltese Islands.

- a Injury to your husband, wife or live-in partner if they do not normally live at the same address as you and do not share financial responsibility of the home.*
- b Any incident happening outside the Maltese Islands.*
- c Injury to any person who is 70 years of age or more at the time of the incident.*

The maximum we will pay under this section is €2,330 for all incidents, which happen within each period of insurance.

The amount payable to each policyholder will be reduced in proportion to the number of policyholders named in the latest schedule.

Part F

Optional Extensions to Section 2 – Contents

These will only be operative if the Schedule shows that these additional benefits have been chosen and the appropriate additional premium has been paid.

Optional Extensions Insured

Excluded for each Optional Extension

A. Accidental Damage to Contents

In addition to the causes 1 to 10 specified in this Section the policy shall cover all other accidental loss or damage happening in the home, which happens as a direct result of a single unexpected event.

This section can be operative for specified items and the policy will have to be endorsed listing these items unless for security purposes it is agreed that a list is prepared by the Insured and is discussed in strict confidence with a member of the Management Team of the Agency.

This list will then be put in a sealed envelope and duly signed by the Insured and our Management Team and this will be kept in the office safe.

In the event of a claim this envelope will be opened in the presence of the Insured or his representative.

- a The first €233 of any claim made under the extensions.*
- b Clothing, Personal Effects, Money, stamps, documents, contact and corneal lenses, food, drink, plants, hearing aids, spectacles and sunglasses.*
- c Damage by scratching, denting, wear and tear, depreciation, insects, vermin, fungus, mildew, rot, normal deterioration, atmospheric or climatic conditions, a gradually operating cause or any process of dyeing, cleaning, restoration, repair or alteration.*
- d Damage caused by domestic pets.*
- e Damage caused by mechanical or electrical fault or breakdown or misuse.*
- f Any amount in excess of €1,200 for damage to articles of china, glass, porcelain, earthenware, stone and other articles of a similarly brittle nature.*
- g Damage arising from depreciation or consequential loss.*

- h Confiscation or detention.*
- i Any loss or damage specifically excluded under Section 2 of this Policy.*
- j Loss or damage specifically covered elsewhere in this policy even if cover is not operative.*
- k Loss or damage caused by faulty workmanship or design, or of the use of faulty materials.*
- l Loss or damage caused by any paying guest in your home.*
- m Loss or damage caused by theft or attempted theft from any road vehicle.*

B. Specified Articles

Accidental loss of or damage to articles specified in the Appendix to the Schedule whilst :

- a in your buildings or within the boundaries of your buildings.*
- b temporary moved to anywhere in Malta.*
- c temporary moved to anywhere in the rest of the world for up to a maximum of 15 days.*

C. Pedal Cycles

Accidental loss or damage to Pedal cycles specified in the Appendix to the Schedule.

- a The first €115 of any claim.*
- b Theft from unattended road vehicles unless contained in locked concealed luggage boot, concealed luggage compartment or locked glove compartment following forcible and violent entry to a securely locked vehicle with a maximum limit of €115 any one loss.*
- c Loss or damage listed under Exclusions to Part F, Extensions A to D.*

- a The first €115 of any claim.*
- b Theft of unattended Pedal Cycles unless in a locked building or attached by a security device to a permanently fixed structure.*
- c Loss or damage:-*
 - i. to any pedal cycle being used for trade or business purposes;*
 - ii. to any pedal cycle being used in races, time trials and competitions, or whilst practising for them;*
 - iii. to tyres and accessories unless the pedal cycle is lost or damaged at the same time;*

- IV any pedal cycle with a motor;
- V listed under Exclusions to Part F Extensions A to D

EXCLUSIONS TO PART F – Extensions A to C

- a *Electrical or mechanical breakdown, derangement or malfunction.*
- b *Breakage of china, glass (other than lenses), porcelain, earthenware, stone, or other articles of a similarly brittle nature (other than jewellery) unless caused by fire, theft or attempted theft.*
- c *Damage to watches and clocks caused by over winding.*
- d *Mechanically propelled or assisted vehicles, caravans, trailers, aircraft, hovercraft, boats or accessories for any of them.*
- e *Loss or damage:*
 - i. *By wear and tear, denting, scratching, deterioration, depreciation, mildew, Insects, vermin, rust, any gradually operating cause or any process of repairing, restoring, renovating, cleaning or dyeing;*
 - ii. *To any property used professionally or for business purposes (except mobile phones if covered under one of the extensions A to C);*
 - iii. *Arising from confiscation or detention by customs or other officials;*
 - iv. *To musical instruments in respect of loss of tone or replacement of strings or drum skins;*
 - v. *To living creatures;*
 - vi. *To any items which do not belong to you or your household and which they are not legally responsible for;*
 - vii. *To any item more specifically insured by this or any other policy;*
 - viii. *To parachutes and sub aqua equipment while they are being used.*

D. Audio Equipment out of home

Accidental damage to portable audio equipment whilst being used anywhere within the Maltese Islands, which are owned by you or your family.

- a *The first €35 of each and every claim.*
- b *Loss or damage caused by mechanical or electrical breakdown or derangement or malfunction.*

The maximum we will pay under this extension is €120 any one loss and any one period of insurance.

- c *Loss or damage to records, tapes, discs or computer software.*
- d *Loss or damage caused by misuse, cleaning, fitting, adjustment, repair, dismantling of the apparatus.*
- e *Wear and tear and depreciation.*
- f *Malicious damage by you, your family or any person lawfully in your home.*
- g *Damage caused by vermin, insects or mildew.*

E. Emergency Rental of Equipment

Following a claim which is recoverable under Section 2 of this policy or any other extension to Section 2 of this policy then we will pay for the cost to hire for a maximum period of one week a temporary freezer, refrigerator or washing machine.

No special exclusions (but see General Exclusions)

The maximum we will pay under this extension will be €250 any one event and in any one period of insurance.

F. Jury Service

We will pay for any financial loss resulting from you being called for jury service.

The person claiming is over the age of 60 years.

The most we will pay for any one claim and in any one period of insurance is €35 a day up to a maximum of €250.

G. Caravan Contents

Loss or damage to the contents of the Caravan arising from any of the Causes 1 to 10 specified under Section 2 occurring within the Maltese Islands or any other geographical area agreed upon and duration agreed upon and this Policy endorsed accordingly also noting the maximum Sum Insured.

- a *The first €250 of any claim.*
- b *Static caravans.*
- c *Loss or damage while the caravan is lent or hired out or is being used other than for social domestic or pleasure purposes.*
- d *Loss or damage while the caravan is being used as a permanent home.*

- e *Loss or damage while the caravan is continuously on a site away from home for more than 30 days, if the loss or damage is caused by the caravan overturning in a storm or flood (unless it is securely anchored to the ground at all four corners of the chassis).*
- f *Loss or damage caused by storm, tempest or flood.*
- g *Theft or attempted theft whilst the caravan is left unattended unless securely locked and kept in a proper secure caravan site and also secured by a wheel clamp or hitch lock.*

H. Payment Protection

In the event that the family income earner is either involved in an accident or is sick from a cause not pre existing to inception of this policy or this extension which will result in this person not being able to attend to any of his duties for a period of more than 4 consecutive weeks, we will pay for the monthly expense of:-

- Cable Television
- Internet provider

The maximum we will pay is of €35 per month and up to €250 in any one period of insurance.

- a *This will only be payable if installation of internet and/or cable television has been done prior to the date of loss.*
- b *The sickness or injury must have started after this extension has been in force for more than a consecutive period of six months.*
- c *The person claiming is over the age of 60 years.*

I. Personal Accident

Guidance Note

The “family unit of cover” under this Extension insures the family living at home, including you and your wife or husband, or partner and children aged between 3 to 18 years.

Other adult relatives living at home (for example children over 18, grandparents and so on) can be insured if they are individually named in the policy schedule.

Your schedule will show the people you have chosen to insure and the number of units of cover.

It is important to remember that this section will not cover any activity or sport in which you are putting yourself in danger.

Definitions applying to this Extension

Insured Person	You and any other person shown as Insured in your schedule.
Family	The Insured person and his or her husband, wife, partner and their children aged 3 to 18 years who permanently live with them.
Bodily Injury	Injury caused by an accident (or being exposed to the natural elements) and which is the only cause of death or disability within 2 years of the date of the accident or exposure.
Loss of Limb	A limb being cut off at or above the wrist or ankle, or total and permanent loss of use of a limb.
Loss of Eye	Total and permanent loss of sight.

We will pay the benefits shown in the table of benefits if the insured person suffers an accidental bodily injury which results in:-

1. death;
2. loss of one or both eyes or one or more limbs;
3. permanent total disablement which prevents the insured person from doing any kind of work and which has lasted for 104 weeks and is likely to continue for the remainder of life; or
4. temporary total disablement which prevents the insured person from doing their usual work for up to 104 weeks.

Special Exclusions / Conditions

Bodily injury to anyone under 3 or over 70.

Bodily injury resulting from the following:-

a any criminal act by an insured person;

b insanity, suicide or attempted suicide;

c an insured person taking alcohol or drugs;

d any health problem which you or the insured person knew of or should have known about at the start of this insurance or when it was renewed and which has not been accepted by us in writing;

e childbirth or pregnancy

f scuba diving, flying (except as a fare paying passenger), hang gliding or parachuting, hunting on horseback, polo, show jumping or steeple chasing, driving, riding or sailing in any kind of race, riding motor cycles or motor scooters as a driver or passenger, winter sports, mountaineering, cliff or rock climbing, abseiling or pot holing, water sports of any kind, playing in any sport professionally, service in the armed forces;

g putting yourself in danger (except in an attempt to save a human life).

Benefit 4 is only payable if:-

a at the time of the loss the person Insured is gainfully employed.

b 14 consecutive days have passed in which the Insured is unable to attend to their usual work and this benefit shall start to be paid on the 15th day.

Death or disablement must occur within one year of the injury.

		Individual Unit of cover	Family Unit of cover	
		Adults	Adults	Children
1	Death	€7,000	€7,000	€3,000
2	Loss of one or both eyes or one or more limbs	€7,000	£7,000	€3,000
3	Permanent total disablement	€7,000	€7,000	€3,000
4	Temporary total disablement	€120 per week or full weekly wage whichever is the less	€120 per week or full weekly wage whichever is the less	None

The benefits shown represent one unit of cover

We will only pay the insured person one benefit for any one accident and any one period of insurance but we will pay for temporary total disability until we pay benefit for permanent total disability.

J. Domestic Pets : Cats & Dogs

For any animal described in the Schedule we will pay for the following:-

- i. Death caused by accidental bodily injury if the cat or dog is involved in a Motor vehicle accident, up to a maximum of €450;

a The first €35 of each and every claim.

b Animals aged under 3 months or over 8 years.

c Animals used for breeding, showing or working.

- ii. Vet's fees resulting from accidental bodily injury if the cat or dog is involved in a Motor Vehicle accident, up to a maximum of €233 for each claim and in any one period of insurance;
- iii. Advertising costs in an attempt to recover an animal that is lost or stolen up to a maximum of €50 for each claim and in any one period of insurance;
- iv. Up to a maximum of €233 any one claim and in any one period of insurance for necessary boarding kennel fees while you are in hospital.

- d *Animals, which have any illness or injury which you knew about at the start of the policy (or when it was renewed) and which we have not accepted in writing.*
- e *Death resulting from surgery, unless the surgery is needed following accidental bodily injury if the cat or dog is involved in a Motor vehicle accident.*
- f *Death or vet's fees arising as a result of breeding.*
- g *The first 4 days of any claim for boarding kennel fees.*
- h *Accidents which have not been reported to the police or any other official authority.*

Settling Claims Following death insured under this section we will pay the cost of replacing the animal with another of the same breed, sex or pedigree. The most we will pay under this extension is the sum(s) noted above.

Conditions applying to this Extension You must provide proper care for the animal and make sure it has all necessary vaccinations. If the animal is injured you must arrange for a vet to attend and where necessary, confirm (at your own expense) the cause of death.

K. Garden Cover

The €600 limit specified in Part E – Standard Extensions to Section 2 Contents – Sub section I – Contents in the Open shall be increased to €2,500 for contents in your garden this will include garden furniture and children's toys.

We will also pay up to €2,500 for re-landscaping, if your garden is damaged by:

Fire, explosion, lightning, malicious people, theft or attempted theft, Collision with aircraft or other flying objects dropped from them; Impact from vehicles or animals but not including domestic animals.

- a *The first €233 of each and every claim.*
- b *Loss or damage while your home is unfurnished.*
- c *Loss or damage where your home has been unoccupied for more than 30 days in a row.*
- d *Loss or damage to pedal cycles.*

L. Full Theft

The Cover provided in Part D of this Policy, Cause 7 – Theft or attempted Theft shall be extended to cover theft not necessarily accompanied by forcible and violent entry into or exit from your home.

THIS EXTENSION SHALL NOT EXTEND TO ANY STANDARD OR OPTIONAL EXTENSION.

- a The first €500 of each and every claim.*
- b Loss or damage when the Buildings are deemed, in terms of this policy, to have been left Unoccupied or whilst the Buildings or any part of them are lent, let, sub-let or occupied by anyone other than you or your family.*
- c Loss or damage caused by any person lawfully in your home.*
- d Loss or damage to contents in your garage or outbuildings.*

Part G

Conditions/Warranties/Special Endorsements applicable to all sections of this policy if they are specifically noted on the Schedule of this Policy or any other official document attaching to and forming part of this policy.

1. Voluntary Excess Clause

Subject to us having, at your request, discounted the premium payable by you, the amounts noted that you have to pay in respect of each and every claim as specified in the various sections of this policy shall be increased by the following amounts. The Schedule will be clearly marked which is applicable.

VE1 - the amounts shown shall be increased by €125

VE2 - the amounts shown shall be increased by €250

2. Lien Clause

The interest of the financial institution, corporate body listed in the Schedule is noted in Part A & B – Buildings of your policy. Any loss under this section of the policy is payable to the financial institution, corporate body noted on your Schedule as their interest may appear and their receipt for any money paid in this way will discharge us from any further obligations in respect of such loss.

3. Alarm Clause

We shall not pay any claim related to theft from your home if the burglar alarm installed at your home is not properly set every time your home is not occupied.

You are bound to check the proper working of the said alarm every month and to have the alarm serviced by the supplier or competent electrical engineer at least once a year having a report made of any fault which should be repaired straight away.

This clause shall not apply if the alarm is not functioning due to a defect which has been notified to the installer in writing immediately on its occurrence but cover for theft will be interrupted after 10 days from the date of such express notification to the installer if the alarm is still unrepaired.

4. Safe Clause

You are obliged to keep any item of Jewellery insured in a securely locked safe approved by us and situated in your home whenever such item is not in use. If the said safe is operated by a key lock, the keys to the safe must be removed from the room where the safe is located unless you are in the room and must be removed from your home if you are not at your home. If you do not comply with this clause we shall have the right to refuse any claim in respect of any loss or damage to the said jewellery from the home.

5. Extension to unoccupancy period

All reference to unoccupied under all sections of this policy shall be deleted subject that:-

- a your home is visited and inspected internally at least once every two weeks by you or your representative;
- b the water supply is turned off at the main stop cock;
- c the amounts noted that you have to pay for each and every claim is increased by € 115.

During such periods no cover shall apply to items of valuables as defined by this Policy.

6. Buildings under Construction

It is agreed that the Buildings are still in the course of construction and therefore:-

- a The cover shall be limited to Part A of this Policy;
- b The amounts noted that you have to pay for each and every claim is increased by €115;
- c Causes 2, 4, 5, 6, 7 and 8 of Part A shall be deleted.
- d Damage caused by fire or explosion, theft, vandalism or acts of malicious persons is excluded.

7. Jewellery Overhaul clause

It shall be a condition of this policy that the settings and/or clasps of the jewellery insured be checked by a competent jeweller every three years and any defects immediately remedied and written evidence of such examination must be provided to us upon request.

Part H

General Policy conditions

1. Joint Policy holders

If there are two policyholders named on the policy, either can amend the policy or make a claim. If you want to remove a policyholder from the policy, we can only accept authority from that person or in writing from the executors of that person (if he or she has died).

2. Your duty to prevent loss or damage

You must do all that you reasonably can to prevent and reduce accidents, loss or damage.

You must keep property that is insured under your policy in good condition.

3. Your Policy

Your policy includes:

- Your schedule;
- The relevant sections of this booklet; and
- Any special conditions and endorsements, which apply to your cover.

Any word or expression, which has a specific definition in any part of this policy, will have that meaning wherever it appears. (See the definitions section of this Policy)

4. Claims – your duties

As soon as you are aware of an event or cause that is likely to lead to a claim under this policy you must:

- a Immediately report any losses, theft or malicious damage, to the police and obtain a police occurrence number;
- b Inform us in writing as soon as possible but within 30 days after any loss, damage or accident. You must also tell us if you know of any writ, summons or impending prosecution against you. You must send every letter or document about a claim to us immediately;
- c Do all you reasonably can to get back any lost or stolen property;
- d Phone us if you receive any information or communication about the event or cause; and
- e Avoid discussing liability with anyone else without our permission.

Proof of value & Ownership

To help you prove any loss, we recommend that you keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with your claim.

Claims – Our rights

- a We may:
 - Take over and defend or settle any claim in your name; or
 - Prosecute in your name for our own benefit.
- b We have the right to do as we see fit in legal action and in settling your claim.
- c You must not abandon property to us.
- d Ask you and any other person insured by this policy for all the information and help we need.

Claims – Limit

For any claim or series of claims involving legal liability covered by this Policy, we may pay:

- a Up to the limit shown in your schedule or as specified in the particular section of the policy (less any amounts already paid as compensation); or
- b Any lower amount for which we can settle your claim.

Once we have made the payment, we will have no further liability in connection with your claim except for paying costs and expenses owed to or by us before the payment date.

6. Fraud

If any claim is fraudulent in any way or if you or anyone acting on your behalf has used any fraudulent means, the policy shall become void *ab initio*. This will also apply if you exaggerate a claim or if you send forged or false documents to us. You will lose all benefits under this policy and we will not refund your premium.

In order to fight fraud we may share your personal details with other insurance companies, insurance associations and other companies.

7. Other Insurance

If there is any other insurance covering the same claim, we will only pay our share of the claim, even if the other Insurer refuses the claim.

8. Cancellation

We may cancel this policy by sending 7 days' notice to your last known address. Unless you have made a claim under this policy during the then current term of insurance, we will then refund any premium you have paid which covers the cancelled period of insurance.

You may cancel this policy at any time in writing. If you have not made a claim during the current period of insurance, we will refund the premium you have paid for the cancelled period of insurance subject to any minimum premium imposed by us.

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

9. Premium/Excess Payment

In the event that the premium has not been paid within the period of time agreed upon then the insurance cover granted by this policy shall be null and void.

No claim for payment can be made before the relative policy excess is paid to us. In the event of a claim, which is later recovered from other parties, then the amount of excess paid shall be refunded to you.

If, in cases where a broker is employed by the Insured, such broker fails to pay the premium agreed upon within the credit terms allowed to such broker by us, such failure shall for all intents and purposes of law, be considered as a failure by you to pay your premium, and the clauses regulating cancellation of policy shall henceforth be applicable.

10. Your duty to keep to policy conditions

To be covered by this insurance you must keep to the terms, conditions and endorsements of this policy.

11. Arbitration

If we have accepted your claim but disagree with the amount we should pay, an arbitrator will decide the matter. You and we must agree on an arbitrator in line with the law at the time. You must wait for the arbitrator's decision before you can take any legal action against us.

12. Double Insurance

In the event that there is cover under this policy which is the same or similar then the maximum that the Company shall pay will be the highest amount under any one particular Section. An example of this is that in the event of a claim for alternative accommodation the amount payable shall be adjusted on the basis of the extension, which gives the highest limit and not consider both limits separately and pay the total of both.

13. Salvage

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

14. **Contract Clause**

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

15. **Maltese Jurisdiction Clause**

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

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

16. **Insuring buildings and items properly**

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

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

PART I

GENERAL EXCLUSIONS

Your policy does not cover the following:

1. *Any liability you have accepted under an agreement or contract unless you would have had that liability even if the agreement or contract did not exist.*
2. *Loss or damage to any property, any resulting loss or expense or any legal liability that is caused by or contributed to, or that arises from:*
 - i. *ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.*
 - ii. *the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly.*

3. Any consequence of war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising military or usurped power or any person or persons acting on behalf of or in connection with any organisation, the object of which include the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.
4. Loss or damage caused by, or contributed to, or that arises from riot or civil commotion outside Malta.
5. Any liability, loss, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, arising out of or in connection with seepage, pollution and contamination.
6. Damage caused directly by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
7. Any decision of a court not in Malta.
8. Loss, damage, cost or expense and any legal liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. This exclusion also excludes loss, damage, cost or expense and any legal liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

9. Consequential loss of any kind incurred by you.
10. Confiscation, commandeering, nationalization, seizure, restraint, detention, appropriation, requisition or destruction of or damage to property by order of any government de jure or de facto by any public authority.
11. Property/Liability more specifically insured by this or any other policy.
12. Any amounts you may be liable to pay for punitive and exemplary damages.