

# Motor Private Vehicle Policy

## underwritten by GasanMamo Insurance Ltd.

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## Thomas Smith Service Promise

Thomas Smith Insurance Agency Ltd, legal agent and attorney for GasanMamo Insurance Ltd. duly licensed by the Malta Financial Services Authority in Malta, 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 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.*

## Changes we need to know about

Call us immediately if there are any changes to your circumstances, which may affect this insurance. 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 so even if you are not sure whether certain information is relevant contact us.

## How to get help...



**Changes to your policy** – If you need to make any changes to your policy, confirm the cover you have or wish to ask any question about your policy, call us on:

**+356 2205 8321**

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

**+356 2205 8330**

*Or send us an email on [insurance@tcsmith.com](mailto:insurance@tcsmith.com)*

## **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 the liabilities to policyholders, compensation may be available. Further information may be obtained by visiting the Malta Financial Services Authority website [www.mfsa.com.mt](http://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 will acknowledge your complaint within 2 working days of receiving it.

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 General Manager. 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:-

General Manager  
Thomas Smith Insurance Agency Ltd.  
12 St. Christopher Street  
Valletta VLT 1468

Or you may send your comments via email on **[insurance@tcsmith.com](mailto:insurance@tcsmith.com)**

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

# THE CONTRACT OF INSURANCE

## Definitions

Wherever the following words appear hereinafter in this Private Car Insurance policy they will have the meanings as shown below:-

<b>You</b>	The Insured person named on the Schedule and on the Certificate of Motor Insurance.
<b>We, us</b>	Gasamamo Insurance Ltd.
<b>Your partner</b>	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.
<b>Your car</b>	The motor car/vehicle shown on the Certificate of Motor Insurance and described in the schedule, which belongs to you and is designed for use on a public road.
<b>The Schedule</b>	The document that makes the policy personal to you. It sets out the period of insurance, your details, the details of your car, the level of cover and authorised drivers.
<b>Certificate of Motor Insurance</b>	The current document that proves you have the motor insurance required by law.
<b>Period of Insurance</b>	The period of time covered by this policy, as shown in the schedule, any further period that we agree to insure you for.
<b>Policy</b>	The documents consisting of this policy booklet, the schedule, the certificate of motor insurance and any endorsements.
<b>Proposal form</b>	The document you complete when you ask us to insure you. It forms the basis of your contract.
<b>Endorsement</b>	A change in the terms of the policy.
<b>Insurer/The Company</b>	Gasamamo Insurance Ltd.
<b>Market Value</b>	The price which a car of similar make, model, year, mileage, specifications and condition as your car immediately prior to the loss or damage would have fetched on the open local market.
<b>Excess</b>	The amount of each and every loss for which you will be responsible.
<b>Accessories</b>	Motoring equipment kept for use with your car. This does not include a caravan or any other form of trailer.

<b>Audio Equipment</b>	Any radio, radio cassette, cassette player or compact disc player permanently fitted to your car.
<b>Third Party</b>	Any person who makes a claim against anyone insured under this Policy.
<b>Inexperienced Drivers</b>	Any person who has either held a valid driving licence for less than two consecutive years or any person who has not driven a car for a consecutive period of two years.
<b>Claim</b>	A claim made by the insured person under this policy and a claim against the Insured Person or against any person entitled to indemnity under the policy for damages that are required to be covered by legislation, the Protection and Compensation Fund Regulations (including any agreement between insurers drawn up as a result of these regulations) or any other law in force in Malta, notwithstanding that the Insured Person or such other person has failed to give notice of such event to the insurer. Each and every loss shall be considered as a separate claim under the policy.

This policy is a contract of indemnity between you, the policyholder, and us, GasanMamo Insurance Ltd. In return for payment of the premium by you, we will provide insurance in accordance with the policy cover shown in the schedule for accident, injury, loss or damage that happens within the territorial limits during the period of insurance.

This policy, the proposal and the schedule should be read together and form the contract of insurance.

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.

This insurance is underwritten by GasanMamo Insurance Ltd. GasanMamo Insurance Limited 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.

Subject to the cover specified on the Schedule, and the terms, conditions and exclusions of the policy, we will cover you against any liability, loss or damage that occurs as long as you have paid the premium and we have accepted your payment.

Your cover is operative in the Maltese Islands and abroad but only as specified in Section 6 (Driving Abroad) of this policy and subject to the conditions listed in that part.

## COVER INDEX

Type of Cover	Sections Applicable
Comprehensive	1 to 8
Third Party Fire & Theft	1 (B), 2, 6 and 7
Third Party Only	2 and 6

### OPTIONAL COVERS –

**applicable only if the policy schedule is duly marked**

Section 9	Protected No Claim Discount
Section 10	Courtesy Car
Section 11	Damage to your car whilst abroad
Section 12	Authorised Drivers / Permitted Drivers

### Law applicable to the Contract

Maltese Law will apply unless you and we have agreed otherwise.

### Maltese Jurisdiction Clause

In respect of the cover provided under Section 2 – Liability to Third Parties, when the claim relates to accidents where the claimant(s), plaintiff(s) or third party is a Maltese domicile, 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 the Maltese Islands under current statutory provisions. Furthermore, the aforesaid cover (relating to accidents where the claimant(s), plaintiff(s) or third party is a Maltese domicile) shall not apply in respect of any judgement, order or award obtained elsewhere or to costs and expenses of litigation recovered by any claimant from you or any other person entitled to indemnity under this policy, which costs and expenses of litigation are not incurred in Malta.

# 1. LOSS OR DAMAGE

## **What is covered**

- A We will pay for loss or damage to your car. This includes loss or damage to your car's accessories and spare parts as long as they are kept in or on your car and are lost or damaged at the same time, up to a maximum representing the market value of your car prior to the accident or loss but never to exceed the Sum Insured stated on the Schedule.

## **What is not covered**

- a The accidental damage excess as stated in the Excess clause below.
- b The young and/or inexperienced driver excesses as stated in the Excess clause below, if your car is damaged while it is being driven or is in the custody of a young or inexperienced driver.
- c Loss or damage as a result of theft or attempted theft should the keys have been left in or on your car.
- d Loss or damage where the windows are left open or doors left unlocked.
- e Loss of use, extra expense, or consequential loss that happens as a result of the loss or damage for which you are claiming.
- f Your car losing value after it has been repaired whether or not as a result of a claim under this policy.
- g Depreciation, wear and tear, mechanical, electrical and electronic breakdown or breakage and computer or computer software breakdown, failure, fault or breakage.
- h Damage to tyres caused by braking, punctures, cuts or bursts.
- i Loss or damage to telephones, CB radios or televisions in your car.
- j More than the market value of your car immediately before the loss or damage.
- k Loss of or damage to your car by deception or fraudulent act of another person.
- l The cost of any repair or replacement that improves your car when compared to the condition it was in before the accident or loss.

- B We will pay for loss or damage to your car if it is damaged by fire, theft or attempted theft up to a maximum representing the market value of your car prior to the accident or loss but never to exceed the Sum Insured stated on the Schedule.
- a The fire, theft or attempted theft excess as shown in the Excess Clause below.
  - b Loss or damage as a result of theft or attempted theft should the keys have been left in or on your car.
  - c Loss or damage where the windows are left open or doors left unlocked.
  - d Loss of use, extra expense, or consequential loss that happens as a result of the loss or damage for which you are claiming.
  - e Your car losing value after it has been repaired whether or not as a result of a claim under this policy.
  - f Loss or damage to telephones, CB radios or televisions in your car.
  - g More than the market value of your car immediately before the loss or damage.
  - h Loss of or damage to your car by deception or fraudulent act of another person.
  - i The cost of any repair or replacement that improves your car when compared to the condition it was in before the fire or attempted theft.

C We will pay:

- i. the cost of repairing or replacing the windscreen, sunroof or windows of your own car;
- ii. the cost of repairing any scratching of the bodywork caused by the glass breaking.

The Maximum benefit payable under this Section is €233.

If you make a claim under this sub section only, it will not affect your no claim discount.

- D We will pay for the repair or replacement of your Audio Equipment if this is clearly declared in your proposal form. If the audio equipment is not standard factory fitted then you must have also paid the appropriate additional premium for this cover to operate. No excess applies for such claims however the No Claim Discount step back will apply.
- a Loss of or damage if the car is left unlocked or windows open.

The Maximum benefit payable under this Section is €350.

### **Claims Settlement applicable to Section 1**

This section describes the method, which will be used by us to deal with any claim covered under this section:

1. We will deal with any claim under this section by choosing, in our absolute discretion, to pay:-
  - the cost of repairing your car (if repairs can be made for a reasonable cost), or
  - an amount equal to the cost of repairing your car, or
  - an amount equal to the market value of your car
2. The maximum amount payable by us for any claim for loss or damage to audio equipment is shown under sub-section D.
3. If your car is stolen and not recovered, or the cost of repairs is greater than the value of your car, we will normally issue any payment due by us directly to the legal owner of the car.
4. We will replace your car with a new one of the same make, model and specification if all the following conditions apply:
  - less than one year has elapsed from the date of first registration of that car as a new car;
  - you have been the sole owner throughout the period from date of first registration until the date of accident or loss;
  - the car has not been involved in any previous accident;
  - the car has not sustained any damage;
  - the car is not a company car;
  - everyone with an interest in the car agrees to this method of settlement;

- the car is not the subject of a financial arrangement other than a hire purchase agreement; AND
- either the car is damaged to the extent that repairs will cost more than 75% of the manufacturer's current new car list price (subject this is not more than the Sum Insured on the Schedule) at the time the damage occurred; or
- it is stolen and not recovered.

Should we replace your car, and this is at our discretion, you will transfer the ownership of your old car to us, or to any other person we instruct you to, and you are further to ensure that all licensing requirements have been satisfied up to, and including, the date of such transfer of ownership.

If a new car is not available on the open market in Malta we will pay you the market value of your car not exceeding the Sum Insured on the Schedule and you will not have any further claims against us.

## 2. LIABILITY TO THIRD PARTIES

### **What is covered**

- A We will pay up to the limits of liability listed hereunder if you are legally liable for:-
- accidental death or injury to third parties;
  - accidental damage to third party property;
- as a result of you using the car, covered by your certificate of motor insurance. This includes towing a trailer, caravan, or broken down car. The towing must be allowed by law and the vehicle being towed must be properly attached.
- B We will provide the same insurance as in Section 2 Part 2 A to the following people:-
- anyone you allow to drive your car as long as they are allowed by your current insurance policy;
  - anyone travelling in, getting into or out of your car;

### **What is not covered**

- Liability, which is covered by any other insurance policy.
- Death or bodily injury to any person arising out of that person's employment except where such insurance cover is required by the Motor Vehicles Insurance (Third Party Risks) Ordinance Cap. 104.
- Liability for death or injury to the person driving the car.
- Liability for loss or damage to any property including any car, caravan, trailer or other vehicle, which is being, towed which belongs to the driver.
- The legal liability of any driver who is not duly licensed to drive a motor vehicle under the current law in Malta.
- Any legal liability whilst the car is being used on part of an aerodrome or airport or aircraft parking areas including service roads, unless we are liable under the Motor

- iii. your employer or business partner while you are driving or using your car on their business provided this is permitted by your current insurance policy;
- C Following an accident involving your car, that is covered under this policy, we may at our option:
- i. arrange for representation at any inquest or fatal accident inquiry in respect of any death which might involve a claim under this policy;
  - ii. pay for any legal services to defend anyone we insure, if criminal or civil proceedings are taken in any court of law in respect of any such accident.
- D Any other costs and expenses for which we have given our prior written permission or consent.
- E The legal representative of any person who dies and would have been covered under this Section.
- Vehicles Insurance (Third Party Risks) Ordinance Cap. 104 or unless the Insured has paid the appropriate additional premium and this policy has been duly endorsed.
- g Liability if any person insured under this policy does not keep to the terms, exceptions and conditions of this policy. This policy will also not apply if the Insured person can claim under another policy.
  - h Liability for loss or damage to property (including any towed disabled mechanically propelled vehicle or trailer) belonging to or in the care of the Insured Person or any member of his/her household who claims under this policy.

## Limits of Liability

The following are the maximum amounts payable under Section 2 of this policy for accidents occurring in Malta, (in the event of claims under Section 6 {Driving Abroad}), the minimum amount required by law in the country of accident shall apply). For Liability to Third Parties:-

Death & Bodily Injury	€1,164,687	any one accident or series of accidents arising out of one event
Property Damage	€232,938	any one accident or series of accidents arising out of one event

PROVIDED that the maximum amount payable in respect of claims arising out of one event in respect of the hire of a substitute vehicle (loss of use) shall not exceed for each Third party claimant the sum of €583

## EXCESS CLAUSE

In the event of any claim made under this policy you are responsible for paying the excess shown below. The following excess shall apply in respect of each and every claim and in respect of each and every occurrence being claimed.

### The Amount

For any loss or damage not otherwise defined below and the age of the driver or the person in whose custody the car was at the time of loss being:-

A) aged 25 years and over	€55
B) aged 21 years but under 25 years	€235
C) aged under 21 years or an inexperienced driver	€410

In cases of claims for loss or damage as a result of fire, theft or attempted theft and the age of person in whose custody the car was at the time of loss being:-

A) aged 25 years and over	€290
B) aged 21 years but under 25 years	€465
C) aged under 21 years or an inexperienced driver	€640

In cases of claims for Third Party Damages/Injury or Death arising directly or indirectly from any towage covered under the policy even if not coupled the excess to be paid by you is increased by

€115

In cases of claims under Section 6 – Driving Abroad (European Union Compulsory Insurance) the excess to be paid by you is increased by

€235

**IN THE EVENT THAT THE EXCESS IS INCREASED VOLUNTARILY THEN THE ABOVE STATED AMOUNTS SHALL BE INCREASED ACCORDINGLY.**

### 3. PERSONAL BELONGINGS

#### ***What is covered***

We will pay up to €117 in any one policy year for personal belongings that are in or on your car if they are lost or damaged because of an accident, fire, theft or attempted theft.

#### ***What is not covered***

- a Any goods or samples that are being carried as part of any trade or business.
- b Money, stamps, tickets, documents or securities of any kind.
- c Loss or damage to telephones, CB radios or televisions in your car.
- d Loss or damage to compact discs and cassettes.
- e Property that is covered by any other insurance.
- f Theft of any property carried in an open top or convertible car unless in a locked boot or locked glove compartment.
- g Theft of any personal belongings if your vehicle is a motor caravan.

### 4. MEDICAL EXPENSES

#### ***What is covered***

We will pay up to €117 in any one policy year for the medical expenses of anyone who is injured while they are in your car as a result of your car being involved in an accident.

#### ***What is not covered***

No specific exclusions.

## 5. PERSONAL ACCIDENT

### **What is covered**

We will pay up to a maximum of €2,330 if you or your husband or wife are accidentally injured while travelling in or getting into or out of the car insured under this policy and, within three months of the date of the accident, and solely and directly as a result of the accident, you or your husband or wife:-

- die
- lose one limb
- lose two or more limbs
- permanently lose all sight in one eye
- permanently lose all sight in both eyes

### **What is not covered**

We will not make any payment under this Section:

- a for any person older than 70 years.
- b for suicide or attempted suicide.
- c if the driver was under the influence of alcohol, illegal substances or drugs at the time of the accident.
- d if the driver of the car was killed in the accident and a post mortem examination showed that he or she had a higher level of alcohol in their blood than allowed under the local legislation or had any illegal substance.

## 6. DRIVING ABROAD -

### **European Union compulsory insurance**

#### **What is covered**

- A The cover provided by this Policy as described in the Schedule applies in full while your car is in the Republic of Malta or is being transported within the Maltese Islands by a normal sea route.
- B The cover provided by this section will apply provided that:
  - i. your vehicle is registered in Malta
  - ii. your vehicle is permanently kept in Malta
  - iii. your trips outside Malta are only temporary and do not exceed 90 days in any one period of insurance.

#### **What is not covered**

- a No cover applies in countries not listed.
- b No cover applies in respect of loss or damage to the actual car.

HOWEVER, if cover is required you must let us know before you travel. If we agree to extend your policy we will issue an International Motor Insurance Card (Green Card) specifying the countries for which cover has been extended or endorse your policy accordingly.

If we agree, you will have to pay an extra premium for this and there may be some conditions imposed.

C The cover provided by this policy under Section 2 – LIABILITY TO THIRD PARTIES also gives the minimum cover required by the laws of compulsory insurance for you to use your car on a road in:

- any country which is a member of the European Union, or
- any other country which has agreed to follow European Union directives and is approved by the Commission of the European Union, or
- in any country as required under the Malta Motor Vehicles Insurance (Third Party Risks) Ordinance Cap. 104.

D The level of cover we provide will be the minimum needed to keep to the laws on compulsory insurance in the country where the event happened.

If, under the law of any country this policy covers you in, we must settle a claim, which we would not otherwise pay, we may recover any claim payment from you or from the person who the claim was made against.

## 7. NO CLAIM DISCOUNT

If no claim is made during the period of insurance under this policy, (subject to a specified period) upon renewal we will reduce your premium by a No Claim Discount at our current scale. The current scale is set out below but is subject to any changes we may make.

For each claim made during any period of insurance, you may lose some or all of any No Claim Discount you would have earned at next renewal of your policy.

You cannot transfer your no claim discount to anyone else except your spouse.

No claim discount years	Basis of Policy Cover		
	Comprehensive	Third Party Fire & Theft	Third Party Only
One year	20%	20%	15%
Two years	35%	35%	25%
Three years	50%	50%	40%
Four years	65%	62%	50%
Five years and over	70%	67%	65%

In the event of a single claim arising during any Period of insurance the No Claims Discount percentage will be decreased as follows:

No claim discount years	STEP BACK for a single claim		
	Comprehensive	Third Party Fire & Theft	Third Party Only
One year	0%	0%	0%
Two years	0%	0%	0%
Three years	20%	20%	0%
Four years	35%	35%	0%
Five years and over	50%	50%	0%

## 8. PROTECTION AND REMOVAL

Following a valid claim under Section 1 of this policy, we will pay the reasonable cost of taking your car to the nearest repairer, up to a maximum of `€117 in any one period of insurance. This will not apply if you hold a membership with a Roadside Assistance Company on the car insured.

## 9. PROTECTED NO CLAIM DISCOUNT

Subject to you having paid the appropriate additional premium we will protect the no claim discount and no reduction in the percentage discount shall apply unless more than one claim is made or arises within any one period of insurance. If two claims are made or arise within one period of insurance then the discount will be reduced in accordance with the STEP BACK scale shown in Section 7 – No Claim Discount.

## **10. COURTESY CAR**

Subject to you having paid the appropriate additional premium we will at your request pay for the cost of hire for a replacement car whilst your car is being repaired following an accident, which is covered under your policy. The cover allowed under this section will be up to a maximum of € 117 in any one 12 month period of insurance.

## **11. DAMAGE TO YOUR CAR WHILST ABROAD**

Subject to you having paid the appropriate additional premium and to you having informed us prior to your trip and to this policy having been duly endorsed, the insurance cover under Section 1 of this policy shall be extended while you are abroad. Once such extension has been effected, the maximum amount payable under Section 8 – Protection & Removal shall be increased to €466.

## **12. AUTHORISED DRIVERS / PERMITTED DRIVERS**

Authorised Drivers/Permitted Drivers, in relation to your car, shall have one of the following meanings as corresponds to the number indicated on the policy schedule:

1. You
2. You and Your spouse/partner
3. You and any person aged 25 years or over driving on your order or with your permission
4. You and any person aged 21 years or over driving on your order or with your permission
5. You and any person driving on your order or with your permission
6. You and any person provided he is in your employment and driving on your order or with your permission

Provided that any other number that appears on the policy schedule shall have the meaning ascribed to it either on your policy schedule or by endorsement.

If, under the law of any country this policy covers you in, we must settle a claim, which would not otherwise have been covered by this policy, we may recover any amount so paid by us from you and/or from the person who the claim was made against.

## GENERAL POLICY CONDITIONS

### ***Your duties***

The insurance will only apply if the person claiming meets all the terms and conditions in this policy and all of the information you have given us is correct and complete.

The premium payable by you is based on the information you gave us when your cover started and/or when you have renewed it. If any material change(s) occur, you must notify within 30 days of this change(s).

You must take reasonable precautions to protect your car and its contents from loss or damage and to keep it in a roadworthy condition. You must allow our authorised representative to inspect your car at all reasonable times.

Every notice or communication to be given or made under this policy shall be notified to us in writing.

### ***Claims procedure***

To get the full benefit of this policy you (or your legal personal representative after your death) must follow the steps below when making a claim.

- Report your accident to the relative authorities or to the appointed company who are making the relative on site accident reports;
- Inform our Claims Division and give all the information and help we may reasonably ask for. We will not accept responsibility for the cost of goods or services which we have not authorised;
- Take all reasonable steps to recover your lost or stolen car or any other property;
- Inform us upon receipt of any letter or other document about the accident. If you do not do so it could prejudice your claim;
- Never discuss liability with anyone unless we agree first;
- Inform our Claims Division if anyone insured under this policy is going to be prosecuted as a result of the accident or if there is going to be an inquest, enquiry or fatal accident inquiry;
- You must not leave your car or any other property with us for us to deal with;
- You must make a claim in writing with us within fourteen days of the accident and you must also pay the relative policy excess.

Where any claim has been lodged with us, we can, in our absolute discretion do any or all of the following:-

- Take over and carry out (in your name or in the name of the person claiming under this policy) the defence or settlement of any claim;
- Try to recover, in your name and for your own benefit, damages and costs covered under this policy.

We will have full control over any proceedings and in settling any claim if we decide to.

### ***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.

### ***Compulsory Insurance***

If under the law of any country this policy covers you in, we must settle a claim, which would not otherwise have been covered by this policy, we may recover any amount so paid by us from you and/or from the person who the claim was made against.

### ***Other insurance***

If you claim for any liability loss or damage that is also covered under any other insurance policy we will only pay our share of the claim. This will not apply to claims made under section 5 Personal Accident.

This condition does not mean that we have to accept any liability under section 2 which we would otherwise exclude.

### ***Arbitration***

Where we have accepted a claim but you and we disagree over the amount to be paid, the dispute must be referred to an arbitrator agreed upon between us. When this happens, the arbitrator must make a decision before you can take any legal action against us.

## ***Cancellation***

We may cancel this policy by giving you seven days' notice by recorded delivery to your last known address. You must then return your certificate of motor insurance to Thomas Smith Insurance Agency Ltd. and subject to no claim was made or accident occurred during the current period of insurance we will refund a proportion of any premium you have paid for the period of insurance still remaining.

You may cancel this policy at any time by returning the certificate of motor insurance. Provided you have not made a claim during the current period of insurance we will refund the unused part of the premium. The calculation of this refund will be at our discretion and apart from the method of calculation a cancellation fee will also be charged.

## ***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 for damages to your car, which are 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.

## GENERAL EXCEPTIONS

### Your policy does not cover the following

1. Any accident, injury, loss, damage or any liability of whatsoever kind that happens in the following circumstances:-
  - While the car insured under this policy is being used for a purpose other than Private & Pleasure use;
  - While your car is being driven by any person who is not described in your schedule as being entitled to drive. However we do provide cover for loss, damage or injury:-
    - while your car is with a member of the motor trade for servicing or repair, subject that the driver is over 25 years of age;
    - if the injury, loss or damage was caused as a result of your car being stolen or taken without your permission; or
  - While the car insured under this policy is being driven by:-
    - you if you do not have a licence to drive the car, unless you have had a licence to drive your car and are not disqualified from having or getting a licence;
    - anyone else, with your permission, who you know does not have a licence to drive your car, unless they have had a licence to drive your car and are not disqualified from having or getting a licence.
2. 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.
3. Loss, damage, liability or expense of whatsoever nature directly or indirectly caused by, resulting from, arising out of or in connection with nuclear reaction, nuclear radiation or radioactive contamination regardless of any other cause contributing concurrently or in any other sequence to the loss.
4. i We will not pay for any liability, accident, loss, damage or injury, directly or indirectly occasioned by, happening through or in consequence of :
  - o war;
  - o invasion;
  - o acts of foreign enemies;
  - o hostilities or warlike operations (whether war has been declared or not);
  - o civil war;
  - o mutiny

- o civil commotion assuming the proportions of or amounting to a popular rising, insurrection, rebellion, revolution
  - o military power or usurped power
  - o martial law
  - o confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- ii Loss, damage or injury which is the direct or indirect result of any action taken in controlling, preventing, suppressing or in any other way relating to any of the causes listed in (i) above.

However, we will provide any cover required by the Motor Vehicles Insurance (Third Party Risks) Ordinance Cap. 104.

5. Any accident, injury, loss or damage (except under Section 2 – Liability to Third Parties) arising during or as a result of:-
  - earthquakes; or
  - riot or civil commotion that happens somewhere other than in Malta unless you can prove that the accident, injury, loss or damage was not caused by that event.
6. Loss or damage directly caused by pollution or contamination.
7. Loss or damage directly caused by pressure waves from aircraft and other aerial objects travelling at or above the speed of sound.
8. Any decision of a court not in Malta unless the proceedings are brought or judgement is given in a foreign court because your car was used in that country and we had agreed to cover it there.
9. Loss, damage, cost or expenses 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 exception an act of terrorism means an act, including but not limited to the use of force or violence and/or 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 or any section of the public in fear.

This Exception also includes loss, damage, costs or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If we allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance policy the burden of proving the contrary shall be upon you.

In the event that any portion of the exception is found to be invalid or unenforceable, the remainder shall remain in full force.

10. a) subject only to clause 10 (b) below, in no case shall this policy cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

b) Where this clause is included in policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising there from, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 10 (a) shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

11. Loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by the driver at the time of the accident was under the influence of alcohol in excess of what is allowed under the legislation of the country the accident occurred or drugs.

12. Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by racing of any description or if the insured vehicle is being used in any contest, competition, rally or speed trial (apart from treasure hunts).

13. Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by the Insured vehicle being used on any form of race track or off-road activity.