

PRIVATE CAR/MOTORCYCLE INSURANCE POLICY

(FOR PRIVATE COLLECTORS)

This policy is a contract of Indemnity between GasanMamo Insurance Ltd., and you, our Policyholder.

Subject to the policy terms and endorsements, we will insure you against any legal liabilities, loss or damage, which may occur in Malta during any period of insurance for which we have accepted your premium. The full protection of your policy also applies during transit by sea, air or rail, within these places.

DEFINITIONS

The Insured/You/Your/Policyholder

The person or persons described as the insured in the policy schedule

The Insurer/We/Us/Our/The Company/GasanMamo Insurance

GasanMamo Insurance Ltd.

Claim

A claim against you or against any person entitled to indemnity under the policy for damages that are required to be covered by the Motor Vehicles (Third Party Risks) Ordinance, the Protection and Compensation Fund Regulations (including any agreement between insurers thereunder) or any other law in force in Malta notwithstanding that you or such person has failed to give us notice of such event. Each and every loss shall be considered a separate claim under the policy.

Vehicle

The car or motorcycle described in the policy schedule belonging to you and designed for use on a public road.

Insurance Provided

Comprehensive shall mean the cover provided by all Sections of this policy is applicable.

Third Party Fire & Theft shall mean that the cover provided by Sections II and III of this Policy shall be limited to loss of or damage to the vehicle caused by Fire, Lightning, Explosion or Theft, including attempted Theft.

Third Party Only shall mean that only the cover provided by Section I of this Policy will be applicable, while Sections II & III of this policy will not operate.

Limitations As To Use

Private Car or Motor Cycle shall mean use solely for social, domestic and pleasure purposes and for your business and/or your spouse's business, or that of your employers or your spouse's employers business. This policy does not cover use for hire or reward.

Authorised Driver

This term shall have one of the following meanings as corresponds to the number indicated on the Policy Schedule:

1. You, the Policyholder, only
2. You and your spouse, only
3. You and any person aged 25 years or over, driving on your order and/or with your permission
4. You and any person aged 21 years or over, driving on your order and/or with your permission
5. You and any person driving on your order and/or with your permission
6. You and any person provided he/she is in your employ and is driving on your order and/or with your permission
7. The meaning shall be described on your policy schedule

8. You and one other named person as shown on your policy schedule.

SECTION I - LIABILITY TO OTHERS

We will insure you for all sums which you may be held legally to pay for death or injury to other persons or damage to their property, as a result of any accident involving the insured vehicle.

The maximum amount payable in respect of any one claim or series of claims arising out of one event in respect of :

1. death or bodily injury to other persons shall not exceed €1,165,000 (Lm500,134.50)
2. damage to property shall not exceed €233,000 (Lm100,026.90)
3. the hire of a substitute vehicle ("loss of use") shall not exceed, for each third party claimant, €1000 (Lm429.30).

We will also insure you in the same way following an accident involving any trailer while attached to your car.

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

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

- (a) anyone you allow to drive or use your vehicle, provided this is permitted by your policy schedule
- (b) any passenger travelling in, or getting into or out of, your vehicle.

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

LEGAL FEES AND EXPENSES

We will

- (a) arrange to be represented at any Inquest or Fatal Accident Inquiry
- (b) pay for legal services to defend anyone we insure, if criminal proceedings are taken in any court of law in connection with any incident which might involve legal liability under this policy.



EMERGENCY MEDICAL TREATMENT

We will pay for Emergency Treatment, as required by the Motor Vehicles (Third Party Risks) Ordinance Cap. 104, resulting from an accident involving the vehicle, which this policy insures.

EXCEPTIONS TO SECTION I OF YOUR POLICY

The policy does not insure

- 1 liability incurred by anyone entitled to protection under the liability section of any other insurance
- 2 liability for loss of, or damage to property belonging to or in the care of anyone we insure who claims under this part of the policy.
- 3 liability incurred while the vehicle is being used in that part of an aerodrome or airport provided for the take-off or landing of aircraft on the surface, aircraft parking and aprons including the associated service roads and ground equipment parking areas and those parts of passenger terminals which come within the Customs Examination Area except where such liability is required to be covered by the Motor Vehicles (Third Party Risks) Ordinance

SECTION II - LOSS OR DAMAGE INCLUDING FIRE AND THEFT

If your vehicle is damaged, you have the right to ask us to pay for your vehicle to be repaired. If you do not exercise this right, or if your vehicle is lost or stolen, we will,, at our option

- (a) pay for your vehicle to be repaired
- (b) pay for your vehicle if it is lost stolen or damaged beyond economic repair
- (c) pay an amount in cash equivalent to the value of any loss damage to your vehicle

The **maximum amount payable** in all cases will be

- 1 the agreed value of your vehicle **or**
- 2 the market value of your vehicle **or** the amount for which your vehicle is insured whichever is the less
- 3 the cost of repairing your vehicle up to the amount for which your vehicle is insured under (1) or (2) above whichever is applicable.

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

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

In addition we will pay the reasonable cost, where necessary, of taking your vehicle to the nearest suitable repairer and returning it after repair to your address as shown on the schedule.

We will not be bound to repair or replace your vehicle or motorcycle exactly, but will do so in as reasonable a manner as circumstances permit.

If the vehicle belongs to someone else or is the subject of hire purchase or leasing agreement, payment for the total loss or destruction of the vehicle will normally be made to the vehicle's legal owner.

The limit of our liability in respect of the repair or replacement of glass in your car's windscreen or windows, or to the bodywork scratched by the breakage of your car's glass is €300 (Lm129).

If any accessories or spare parts required for the repair of the vehicle are not available from the stocks held in Malta, we will have the option to pay in cash the cost of such accessories or parts limited to:

- a) the price quoted in the latest catalogue or price list issued by the manufacturer or his agents for Malta. If no such catalogue or price list exists, the price last obtaining at the manufacturer's works plus the reasonable cost of transport, otherwise than by air, to Malta and the relative import duty; and
- b) the reasonable cost of fitting such accessories or parts.

This policy does not insure

loss of or damage to any vehicle which you are driving or using, which does not belong to you, is not being bought by you under a hire purchase agreement or is not leased to you.

EXCEPTIONS TO SECTION II OF YOUR POLICY

The policy does not insure

- 1 loss of use, depreciation, wear and tear, mechanical or electrical or electronic breakdown or failure of equipment or computer malfunction
- 2 diminution in the value of your vehicle consequent upon loss, theft or damage
- 3 damage to tyres by braking, punctures, cuts or bursts
- 4 damage caused directly by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds
- 5 loss or damage by theft, vandalism or malicious persons arising if your vehicle is left in the open between the hours of 10:00pm and 6:00am
- 6 loss or damage arising from theft or attempted theft whilst the ignition keys have been left in or on the vehicle
- 7 loss or damage to helmets or protective clothing
- 8 loss or damage to accessories and spare parts by theft if the motorcycle is not stolen at the same time.

EXCESSES

You will be responsible for the first €55 (Lm23.61) of each and every claim amid under Section I of this policy.

If your vehicle is damaged, lost or stolen you will be responsible for the first part of the cost as shown on the next page

Value of Vehicle	Amount you pay
(a) up to €23,300	€15 (Lm49.37)
(b) over €23,301 to €58,300	€35 (Lm100.89)
(c) over €58,301 to €16,500	€80 (Lm248.99)
(d) €16,501 and over	€160 (Lm497.98)

If the insured vehicle is not a Motor cycle and the loss or damage is caused by theft or attempted theft you will have to pay a minimum excess of €235 (Lm100.89) of any claim.

If your vehicle is damaged while being driven by the holder of a provisional licence or a full licence for less than 12 months or who is aged below 25 years, you will be responsible for an additional cost of €15 (Lm49.37).

These are in addition to any further compulsory excesses imposed by us. However, in respect of Private Cars, you will not be responsible for any part of the cost where damage is restricted to breakage of window glass (or any scratching of bodywork resulting solely and directly from such breakage) howsoever caused.

SECTION III - MEDICAL EXPENSES

We will refund up to €200 (Lm86) per person for any medical expenses paid if any occupant of your vehicle is injured in an accident involving your vehicle.

SECTION IV – CONTINENTAL USE, COMPULSORY INSURANCE REQUIREMENTS

In compliance with EU Directives this policy provides cover against liability arising from the use of your vehicle in any country which is a member of the European Union and the countries of Switzerland, Norway, Iceland and Liechtenstein.

The levels of cover provided will be:

1. The minimum necessary to keep to the laws on compulsory insurance in the country where the event happened; or
2. for claims arising in a country which is a member of the European Union, the minimum cover needed either in that country or in Malta, whichever is the higher.

This cover will apply provided that:

1. your vehicle is registered in Malta
2. your vehicle is permanently kept in Malta
3. your trips outside Malta are only temporary and do not exceed 90 days in any one period of insurance

GENERAL EXCEPTIONS

Your policy does not insure

- 1 any liability, injury, loss or damage while any motor vehicle insured by this policy is being

- (a) used other than for the purposes for which the motor vehicle is insured, as shown in your policy schedule
- (b) driven by any person who is not an authorised driver as shown in your policy schedule
- (c) driven by anyone who you know is disqualified from driving or has not held a driving licence, or is prevented by law from holding one
- 2 anyone who fails to fulfil the policy terms and conditions
- 3 any liability, injury, loss or damage arising outside Malta or the countries listed in Section IV.
- 4 any result of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. However these risks are covered where the requirements of the Motor Insurance (Third Party Risks) Ordinance Cap 104 have to be met.
- 5 (a) loss or destruction of, or damage to, any property, or any resulting loss or expense or any consequential loss
(b) any legal liability directly or indirectly caused by, contributed to, by, or arising from
(1) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
(2) the radioactive, toxic, explosive or other component of such assembly
- 6 any liability accepted by agreement or contract unless that liability would have existed otherwise.
- 7 any 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. 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. Also excluded is any 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 we allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon you, the Insured.
- 8 any liability, accident, injury, loss or damage arising as a result of your vehicle being used for racing, pace-making, reliability trial or speed testing, off-roading or use for any purpose in connection with the motor trade
- 9 any liability, accident, injury, loss or damage in respect of your vehicle in relation to which you have entered into any contract of sale, or purported contract of sale, whether this transaction constitutes a valid contract or not, or would have constituted a valid contract but for the failure to comply with the

provisions of any legislation applicable to the sale of vehicles.

10 Any liability, accident, injury, loss or damage caused by the use of your vehicle as a weapon with the intent to cause loss, damage or injury to any person.

JURISDICTION CLAUSE

In respect of the cover provided under Section I – Liability to Others, when the claim relates to accidents where the claimant(s), plaintiff(s) or third party is a Maltese domicilee, 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.

Furthermore, the aforesaid cover (relating to accidents where the claimant(s), plaintiff(s) or third party is a Maltese domicilee) 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.

GENERAL CONDITIONS

- 1 We will provide the insurance described in this policy only if
 - (a) anyone claiming protection has fulfilled all its terms and conditions
 - (b) the information given on your proposal form and declaration is to the best of your knowledge and belief, correct and complete.
- 2 Full details must be notified in writing to us, as soon as possible after any loss, damage or accident.
- 3 Every judicial communication relating to a claim must be sent to us without any delay. You must also tell us if you know of any impending prosecution, inquest or fatal accident inquiry involving anyone insured by this policy. No negotiation, admission or refusal of any claim must be entered into without our consent.
- 4 If any claim made by you or any person acting on your behalf to obtain any policy benefit is intentionally exaggerated or proved to be fraudulent or if any false declaration or statement is made in support thereof all benefit under this policy shall be forfeit.
- 5 If, at the time of any incident which results in a claim under this policy, there is any other insurance covering the same liability, loss or damage, We will pay only its share of the claim.
- 6 You must take all reasonable precautions to
 - (a) keep your vehicle in an efficient and roadworthy condition

and

 - (b) protect it from loss or damage
- 7 You must tell us of any proposed change in the garaging arrangements for your vehicle.
- 8 You must grant us free access at all reasonable times to examine your vehicle.
- 9 You must tell us if any vehicle which is insured in your name belongs to anyone else or is being used regularly by another person.
- 10 We will be entitled to
 - (a) take over and conduct in your name, or in the name of anyone else insured by this policy, the defence or settlement of any claim
 - (b) take proceedings at its own expense and for its own benefit, but in your name, or in the name of anyone else insured by this policy, to recover any payment it has made under this policy
 - (c) expect full co-operation on any matter affecting this insurance from you and anyone else insured by this policy
- 11 All differences arising out of this Policy shall be referred to the decision of an arbitrator appointed under the provisions of the Arbitration Act 1996, within one month after a written request by you to us. An award must be made by the arbitrator before any court proceedings can be started against us. If we refuse liability for a claim and this claim is not referred to arbitration within one year from the date of such refusal, the claim shall be deemed to have been withdrawn and cannot be subsequently revived.
- 12 You may at any time cancel this policy by returning to us your certificate of motor insurance.

We may cancel this policy by sending seven days' notice by recorded delivery to your last known address. A proportionate part of your premium will then be returned to you. We also reserve the right to cancel this policy forthwith in the event of non-payment of the premium.
- 13 If by reason of any law applicable in Malta we pay any sum for which under the terms of this Policy we are not liable, we reserve the right to recover this amount from you or from the person who incurred liability.

On behalf of GASANMAMO INSURANCE LTD.,



Managing Director

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