

# Gasamamo Website - Legal Document

## Terms and Conditions of Use

Kindly read this section carefully since it contains terms and conditions governing your use of our website (the “Site”). By using this site you agree to these terms and conditions of use. If you do not agree, kindly leave the site immediately. Additional terms and conditions may apply to products and services offered through this site. In such case, the latter terms and conditions shall supersede.

We reserve the right to amend these terms and conditions at any time without prior notice. You should therefore regularly check this webpage to review the current terms and conditions.

## Trademarks and Copyright

All copyright, images, designs, graphical and text arrangements, logos, trademarks, database rights and any other intellectual property rights in all material contained in the Site are owned by Gasamamo Insurance Ltd or its licensors.

Unless otherwise agreed in writing nothing on the Site shall be deemed to confer on any person any licence or right to use any such image, logo, name or trademark in whole or in part in any manner by any person and any such use may constitute an infringement of the rights of the holder.

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Authorisation to reproduce material from sites linked to this website must be obtained from the copyright holder concerned. To obtain permission to reproduce materials from this website, requests and inquiries should be sent by e-mail to [info@gasamamo.com](mailto:info@gasamamo.com)

Interference or entry to the Site with intent to corrupt, damage or deny service from the Site or for other commercial benefit shall be taken seriously and we shall take such action as is necessary to protect the Site from any such activities to protect our intellectual property rights.

## Use of Site and Password Usage

The Site is intended for access and use by residents of the Maltese Islands for risks situated in Malta. If you do not satisfy the said requirements kindly contact us and we will be glad to confirm our position with you.

Certain online services may require registration with us. It shall be your responsibility to maintain confidentiality of your details and your password and for restricting access to your computer to prevent unauthorised access to your account. You accept responsibility for activities that occur under your account. You agree to inform us immediately if you have reason to believe that your password is being used in an unauthorised manner.

## Terms and Conditions in relation to Products and Services

The content of this Site does not constitute an offer by us to sell products and services. Your request to purchase a product or service represents an offer by you that we may accept or reject without any reason. Your request will be subject to the terms and conditions of that product or service.

The information and descriptions on the Site do not necessarily constitute complete descriptions of all terms and conditions in relation to our products and services. Specific details will be included in the schedule of cover, policy documents and/or conditions issued to you.

You must ensure that the details you give us when using this Site are accurate and that you have sufficient funds to cover the cost of any product or service which you intend to purchase.

This Site and the insurance products and services offered within are intended for use and purchase by residents of Malta or companies and organisations registered in Malta. All insurance products and services offered in this Site are subject to individual terms and conditions that are readily available for inspection before a purchase is made. You should therefore refer to the terms and conditions relating to a product or service before undertaking a purchase. GasanMamo Insurance Ltd retains the right to modify these terms and conditions when necessary so you should review them each time you use this Site.

GasanMamo Insurance Ltd offers a range of insurance products for sale on this Site. You are entirely responsible for deciding whether or not to purchase any of these products or services. Whilst this Site will often offer helpful advice on general insurance matters it does not seek to advise you on which particular products and services to purchase. If you are in doubt as to whether an insurance product or service offered for purchase on this Site is suitable for your needs or specific requirements please contact the Company prior to making a purchase.

Payments are to be effected via credit/debit cards. The cards which we currently accept are the following: APS PREMIER, BOV CASKLINK, BOV MASTERCARD, BOV MASTERCARD MAESTRO, BOV VISA, HSBC MASTERCARD, HSBC QUIKCASH, HSBC VISA, other VISA, other MASTERCARD and other MASTERCARD MAESTRO.

Should you proceed to purchase any of the products available on this Site, the language in which the contract shall be concluded will be English. Provided that you have paid the required premium, your insurance cover will be valid from the start date (being the date of issue in the case of travel insurance products) to the termination date of the policy. You shall receive the insurance policy confirmation of cover/receipt by email. Moreover, in the case of motor insurance products a certificate of insurance will be mailed to your indicated address within 30 days. In accordance with the Distance Selling Regulations (Retail Financial Services), you may cancel the policy (with the exception of travel insurance products) within 14 days from receipt of confirmation by email subject to no claim having been made under the policy. If you do not exercise this right to cancel your policy, it will remain in force for the term of the policy subject to the cancellation terms indicated in the policy you have purchased. You are committed to the insurance cover only after you click the "PROCEED" button on the Payment Details page.

## Availability of Site

Whilst we take all reasonable steps to ensure that Site is always accessible we cannot be held liable if, for any reason, the Site is unavailable for any period. At time we may have to suspend access to the Site for routine or emergency updates and maintenance however we shall endeavour to keep any such interruptions to a minimum.

Moreover, we cannot warrant that the Site will be virus free or free of defects of any description and we will not be held responsible for any technical problems you may suffer as a result of your use of our Site.

## Accuracy

Whilst we take all reasonable steps to ensure that any information contained in the Site is accurate and up-to-date we cannot accept any liability for any prejudice, loss, damage, errors or omissions which may occur from the use of the information contained therein.

If in doubt as to the validity of any information contained in the Site, we kindly ask you to seek verification by contacting us.

## External Links

This Site may contain links to website operated by third parties. The responsibility for the operation and content of those websites shall rest solely with the party controlling such site and shall be governed by separate terms and conditions. Inclusion of any link does not imply endorsement in any way of the website to which it links. We cannot accept any responsibility of liability for any loss or damage suffered through the use of any such linked website. If you decide to access linked websites you do so entirely at your own risk.

The inclusion of any company's or trader's name within the pages should not be construed as a recommendation of that company's products and/or services.

## Disclaimer

Neither GasanMamo Insurance Ltd nor any other Group Company will be liable for any loss of use, profits, savings or data or any indirect, special or consequential damages or losses, whether such losses arise in contract, negligence or tort, including without limitation to the foregoing any losses in relation to your use of, reliance upon or inability to use the Site.

## Monitoring of Communications

Telephone calls and email correspondence with us as a result of your access to the Site may be recorded for training purposes and to assist in the prevention of fraud. Your use of such communication methods signifies your consent to such activities taking place.

## **Choice of Law and Jurisdiction**

**Maltese Law shall govern the use of the Site and in the event of a dispute you irrevocable submit to the exclusive jurisdiction of the Maltese Courts.**

**Exercise of a European right in terms of the European Passport Rights for Insurance and Reinsurance Undertakings Regulations**

**Gasamamo Insurance Ltd is authorised to carry on business of insurance in Malta and Cyprus regulated by the MFSA.**