

# Motor Policy

## Private Car

### *The Contract of Insurance*

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.

### *Law Applicable to Contract*

The law of **Malta** will apply to this contract unless **you** and **us** agree otherwise.

### *Jurisdiction*

In respect of the cover provided under Section II – Liability to Others, 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**.

### *Changes we need to know about*

Please tell **us** immediately if **you** become aware of any changes to **your** circumstances which may affect this insurance or any other material facts. Such facts could include but are not limited to a change to the persons to be insured, motoring convictions of any of the persons to be insured or a change of use to the vehicle or modification to the vehicle.

# Definitions

Wherever the following words or phrases appear, they will have the meaning described below:

## *The Insured/You/ Your/Policyholder*

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

## *The Insurer/We/Us/Our/ The Company/ Gasamamo Insurance*

Gasamamo Insurance Limited

## *Spouse/Partner*

The **spouse** or **partner** of the **insured** living at the same address as the **insured**. This does not include business partners or associates.

## *Your Car/ Your Motor Vehicle*

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

## *Policy Schedule*

The document containing details of **you**, **your car** and the insurance protection provided to **you**. The **policy schedule** shows who can drive **your car** and what purposes it can be used for and any applicable **endorsement**.

## *Certificate of Motor Insurance*

The document that **you** must have as proof that **you** have the motor insurance necessary to comply with the law.

The certificate does not, however, indicate the full policy cover and for this **you** need to refer to the policy booklet. Wherever the expression certificate of motor insurance is used in this contract, it means the certificate which from time to time, is that in force and not one which **we** have withdrawn or which has ceased to be valid.

## *Period of Insurance*

The period of time covered by this policy as shown in the **policy schedule**.

## *Excess*

The amount **you** will have to pay towards each and every loss for which there is a **claim**.

## *Claim*

A claim against the **policyholder** 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 **policyholder** 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.

## *Designated State*

The same meaning defined in the **legislation** and Switzerland.

## *Territorial Limits*

**Malta** or another country to which this policy may be extended by **endorsement**:

Provided that with regard to cover under Section II of the policy, **territorial limits** shall be extended to cover as provided under Section IX (Continental Use/ Compulsory Insurance Requirements).

## *Legislation*

The Motor Vehicles (Third Party Risks) Ordinance, Chapter 104 of the Laws of Malta.

## *Green Card*

A document required by certain non-EU countries to provide proof that **you** have the minimum insurance cover required by law to drive in that country.

## *Endorsement*

Changes in the terms of **your** policy. Endorsements are subject otherwise to all

existing policy exceptions and conditions (applicable endorsements are shown in **your policy schedule**).

## *Authorised Driver/ Permitted Drivers*

This term, 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**.

## *Malta*

The Republic of Malta including any recognised sea passage within the Republic.

## *Fire*

Fire, lightning or explosion.

## *Theft*

Theft or attempted theft.

## *Market Value*

The cost of replacing **your car** with one of similar type, age and condition.

## *Accessories*

Additional or supplementary parts of **your car** not directly related to its function as a vehicle which however must form an integral part of the vehicle. These will include radios and other in-car entertainment equipment fitted by the vehicle manufacturer up to a maximum value of €350. Mobile phones are not included within this definition. Where **your car** is a motor caravan the term shall also include fixtures, fittings, furniture and furnishings.

## *Private Garage*

A self-contained building to which only **you** and members of **your** household have access. The garage must be built of brick, stone or concrete.

## *Limitations as to Use*

Where **your car** is described under the 'Limitation as to Use' section of **your policy schedule** as:

### *Private Car*

This shall mean use solely for social, domestic and pleasure purposes and for **your** business, that of **your** spouse or that of **your** employers or **your** spouse's employers. The policy shall not cover use for hire or reward.

# Policy Cover Index

	<b>Operative Sections</b>
<b>Comprehensive Motor Plus</b>	All sections of the policy are operative.
<b>Comprehensive</b>	All sections of the policy except Section XI are operative.
<b>Third Party Fire and Theft</b>	Section I is inoperative except for loss or damage caused directly by <b>fire</b> or <b>theft</b> . Sections II,V,VI,VIII,IX and X are operative.
<b>Third Party Only</b>	Sections II,V,VI,VIII and IX are operative.

# Section I

## Cover for Your Vehicle

### *Loss of or Damage to Your Car*

If **your car** is lost, stolen or damaged, **we** may, at **our** option, either:

- pay for **your car** to be repaired; or
- replace **your car**; or
- pay in cash the amount of the loss or damage.

The same cover also applies to **accessories** and spare parts relating to **your car** while these are in or on **your car** or while in **your private garage** and which fall within the maximum amount payable.

The maximum amount **we** will pay will be the **market value** of **your car** but not exceeding **your** estimate of value shown in **our** records. It is agreed that in any dispute over the **market value** of **your car**, it will be **your** exclusive responsibility to prove that the **market value** of **your car** at the time of the loss was higher than that established by **us**.

**We** will not pay for that part of the cost of any repair or replacement which improves the **motor vehicle** beyond its condition before the loss or damage occurred.

If, to **our** knowledge, **your car** is subject to a hire purchase or leasing agreement, **we** may make any payment arising from a **claim** under the policy to the owner described in that agreement whose receipt will be a full and final discharge to **us**.

### *Removal and Protection*

If **your car** is disabled through loss or damage insured under this policy **we** will pay up to a maximum of €125, the reasonable cost of protection and removal to the nearest suitable repairer and the reasonable cost of delivery to **your** address shown on the **policy schedule** after repair.

### *Spare Parts and Accessories*

If any **accessories** or spare parts required for the repair of **your car** are not available from the stocks held in the country in which it is being held for repair, **we** will have the option to pay in cash the cost of such **accessories** or parts limited to

- the price quoted in the latest available catalogue or price list issued by the manufacturer or his agents for the country in which **your car** is held for repair. 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 the country in which **your car** is held for repair and the amount of the relative import duty; and
- the reasonable cost of fitting such **accessories** or parts.

## New Car Concession

We will replace **your car** with a new **car** of the same make and specification (subject to availability) or a sum equivalent to the cost of such **car** but not exceeding **your** estimate of value shown in **our** records if within 12 months of purchase new by **you** or **your** spouse:

- any repair cost or damage covered by the policy exceeds 60% of its list price (including import tax and VAT) at the time of purchase; or
- **your car** is stolen and not recovered

### Replacement is subject to:

- **your car** being owned by **you** or **your** spouse or having been purchased by either of **you** under a hire purchase agreement (any **car** the subject of any type of leasing or contract hire agreement is not eligible for replacement)
- the agreement of any interested hire purchase company
- **you** or **your** spouse being the first registered owner of **your car**.

If **you** choose to use concession, **your** lost or damaged **car** will then belong to **us**.

## Authorisation of Minor Repairs

**You** may authorise any necessary repairs to **your car** following any accidental damage to it provided that:

- the estimated cost of such repair does not exceed the sum of €125; and
- an estimate of the cost is forwarded to **us** without delay.

## Excesses

If **your car** (including its **accessories** and spare parts) is lost or damaged, **you** will have to pay the first €55 of any **claim**.

If **your car** is damaged whilst being driven or in the charge of a young or inexperienced person (including **the policyholder**), **you** will be responsible to pay for the amounts shown below:

<b>Policyholder/ Authorised Driver</b>	<b>Applicable Excess</b>
(i) aged 20 years or under	€350
(ii) aged 21 years or over	€235
(iii) aged 25 years or over but the holder of a full driving licence for less than 2 years	€235

If the loss or damage is caused by **theft** **you** will have to pay the first €235 of any **claim**.

These excesses apply in addition to any other voluntary or other compulsory excesses that may apply.

If the only **claim you** make is in respect of radios and other in-car entertainment equipment no **excess** will apply.

## *Exceptions to Section I of Your Policy*

**Your policy** does not cover the following:

1. loss of use, wear and tear, depreciation, mechanical, electrical, electronic, computer failures, breakdowns or breakages
2. loss or damage arising from **theft** whilst the ignition keys of **your car** have been left in or on the **car**
3. damage to tyres by braking or by punctures, cuts or bursts
4. loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed
5. loss of value following repair
6. loss of or damage to audio and other in-car entertainment equipment unless fitted by the vehicle manufacturer
7. loss of or damage to audio-visual equipment and telephones
8. damage caused by overloading or strain

# Section II

## Liability to Third Parties

### *Your Liability*

**We** will insure **you** in respect of all sums which **you** may be held legally liable to pay for:

- death or bodily injury to other persons up to a limit of €2,500,000 or any higher limit imposed by **legislation** for any one **claim** or series of claims arising out of any one event as a result of any accident involving **your car** or the loading or unloading of **your car**
- damage to third party property up to a limit of €500,000 or any higher limit imposed by **legislation** for any one **claim** or series of claims arising out of any one event as a result of any accident involving **your car** or the loading or unloading of **your car**.

Provided that **we** shall guarantee in each **designated state** the cover required by the law of that state or the cover required by the law of the state of the territory in which **your car** is normally based if that cover is higher.

**We** will also insure **you** in the same way following an accident involving any one disabled mechanically propelled vehicle or any trailer attached to **your car**. **We** will not however pay for any loss or damage to the disabled vehicle or the trailer itself.

The maximum amount payable in respect of any one **claim**, or series of **claims** arising out of one event, for the hire of a substitute

vehicle (loss of use) shall not exceed, for each third party claimant, the sum of €1,000.

**We** will also pay any expenses for which **you** have **our** written authority to **claim**.

In the event of a **claim** involving damage to other persons' property, **we** will have the option to relinquish the conduct of **your** defence, settlement or proceedings upon payment of the €500,000 limit or any higher limit imposed by **legislation**.

**We** shall not be responsible for the consequences of any alleged act or omission on **our** part in connection with such defence settlement or proceedings. **We** shall also not be liable to pay for any costs or expenses which **you** or any other person claiming under this policy will incur after **we** have relinquished such conduct.

### *Liability of other Persons Driving or Using Your Car*

**We** will also insure the following persons under this section in respect of all sums which they may be required to pay by law arising from death or injury to third parties or damage to their property as a result of an accident:

- any person **you** give permission to drive **your car** provided that **your certificate of motor insurance** and/or **policy schedule** allows that person to drive
- any passenger travelling or getting into or out of **your car**

## *Indemnity to Legal Personal Representatives*

In the event of the death of anyone who is insured under this section, **we** will protect his/her legal personal representatives against any liability of the deceased person if that liability is insured under this section.

## *Legal Costs*

**We** may at **our** option

- arrange for representation at any inquest or fatal accident inquiry in respect of any death which might involve a **claim** under this policy
- pay for legal services to defend anyone **we** insure, if criminal proceedings are taken in any court of law in respect of any incident which might involve a **claim** under this policy

**We** will only pay these legal fees if they arise from an accident that is covered under this policy.

## *Excess*

For each **claim** under this section **you** will be responsible to pay the first part of the cost indicated below:

<b>Policyholder/ Authorised Driver</b>	<i>Applicable</i> <b>Excess</b>
(i) aged 20 years or under	€115
(ii) aged 21 years or over	€55

This **excess** applies in addition to any other voluntary or other compulsory excesses that may apply.

This **excess** shall not apply where a **claim** is being made under Section I of **your** policy in which case all terms applicable to Section I shall apply.

## *Application of Limits of Indemnity*

In the event of any accident involving payments to more than one person insured under this Section, any limitation by the terms of this policy or any **endorsement** on it relating to the maximum amount payable shall apply to the aggregate amount of payments to all such persons and **your** liability shall be settled in priority.

## *Exceptions to Section II of Your Policy*

The cover under this Section will not apply:

1. if any person insured under this Section fails to observe the terms, exceptions and conditions of this policy as far as they can apply. The cover will also not apply if they can claim under another policy
2. in respect of damage to any **car** where cover in connection with the use or driving of that **car** is provided by this section

# Additional Cover/Sections

## Section III

### *Personal Accident*

If **you** and/or **your** spouse or the specific substitute named in the proposal form or by **endorsement** and/or his or her spouse suffer accidental bodily injury in direct connection with **your car** or while getting into, out of or travelling in any other private **car**, not belonging to **you** or hired to **you** under a hire purchase agreement, **we** will pay to the injured person €2,500 if, within three months of the accident, the injury is the sole cause of:

- death; or
- loss of any limb; or
- permanent loss of all sight in one or both eyes

The maximum amount **we** will pay to any one person following any one accident is €2,500.

The maximum amount **we** will pay any one person during any one **period of insurance** is €5,000.

Payment will be made directly to the injured person or to his/her appointed legal representative.

If **you** or **your** spouse, or the specific substitute and his/her spouse, hold any other policies with **us** in respect of any other **car** or cars **you** will only be able to

3. to any loss, damage, injury or death occurring whilst **your car** 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 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
4. to any liability incurred by anyone entitled to protection under the liability section of any other insurance
5. to any liability caused or arising beyond the limits of any road, carriageway or thoroughfare in connection with the bringing of the load to **your car** for loading on to it or the taking away of the load from **your car** after unloading from it
6. to any liability for loss or damage to property (including any towed disabled mechanically propelled vehicle or trailer) being conveyed or belonging to or in the care of anyone **we** insure or any member of their households who claims under this part of the policy.

obtain compensation for **your** injuries under one policy.

## *Exceptions to Section III of Your Policy*

This personal accident insurance does not cover:

1. corporate bodies or firms
2. death or bodily injury arising from suicide or attempted suicide
3. death or bodily injury occurring while under the influence of alcohol or drugs
4. anyone who is seventy years or older at the time of the accident

## *Section IV Medical Expenses*

If **you**, or any other occupant of **your car** is injured as a direct result of **your car** being involved in an accident, **we** will pay for the medical expenses in connection with such injury up to the sum of €200 in respect of each person injured.

## *Section V Emergency Treatment*

**We** will reimburse any person as required by the **legislation** for emergency treatment resulting from an accident involving **your car**.

A payment made under this Section will not prejudice **your** No Claim Discount.

## *Section VI No Claim Discount*

If **you** do not make a **claim** under **your** policy, **your** renewal premium will be reduced in accordance with **our** scale and rules applicable at such time.

## *Section VII Windscreen Damage*

If the only **claim you** make is for broken glass in **your car's** windscreen or rear windscreen, it will not affect any no claim discount that may be applicable, provided that the amount claimed shall not exceed €300 in respect of any one occurrence. This extension shall not apply whilst **your car** is undergoing servicing or repairs.

## Section VIII

### *While Your Car is Being Serviced*

**We** will continue to give **you** the full protection of this policy when **your car** is in the hands of the motor repairer for service or repair. For this purpose **we** ignore any limitations as to driving or use as shown on **your policy schedule** or in any exclusion.

## Section IX

### *Continental Use/ Compulsory Insurance Requirements*

In compliance with EU Directives this policy provides cover for **your car** in any country which

- is a member of the European Union and / or
- a **designated state**

The level of cover **we** provide will be:

- the minimum necessary to keep to the laws on compulsory insurance in the country where the event happened; or
- 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 higher.

This cover will apply provided that **your vehicle** is registered in **Malta** within (30) days from the date of its purchase.

### *If You take Your Car Abroad*

All countries within the **territorial limits** have agreed that a **Green Card** is not necessary for cross border travel. **Your certificate of motor insurance** should, therefore, provide sufficient evidence that **you** are complying with the laws on the compulsory insurance of motor vehicles in any of these countries that **you** visit.

If, however, **you** contact **your** insurance representative at least two weeks before departure, he/she will be able to provide **you** with useful information on driving abroad, what to do and who to contact in the event of an accident.

### *Extending Your Cover*

The cover provided by the policy in respect of loss or damage occurring outside **Malta** is limited to the minimum compulsory insurance required by law. **We** may, however, be prepared to provide **you** with the same level of cover in the European Union and some other European countries as **you** have in **Malta** at an additional premium. **You** must however, contact **us** at least two weeks beforehand so that **we** can prepare the necessary documentation.

There is no cover for countries outside the **territorial limits**. **We** may, however, be

prepared to extend cover to certain of these countries on request, in which case **we** will provide **you** with a **Green Card** and an additional premium will be required.

## Section X Replacement Locks

If the **car** keys or lock transmitter of **your car** is lost or stolen **we** will pay up to €700 for the cost of replacing:

- the door locks and/or boot lock
- the ignition/steering lock
- the lock transmitter and central locking interface.

Provided that **you** can establish to **our** satisfaction that the identity or garaging address of **your car** is known to any person who is in possession of **your** keys or transmitter.

A payment made under this Section will not prejudice **your** No Claim Discount.

## Excess

If the only **claim you** make is a **claim** under this Section **you** will be responsible to pay the first part of the cost indicated below:

<b>Policyholder/ Authorised Driver</b>	<b>Applicable Excess</b>
(i) aged 20 years or under	€115
(ii) aged 21 years or over	€55

## Exceptions to Section X of Your Policy

**We** will not pay for the cost of replacing any alarms or other security device used in connection with **your car**.

## Section XI Motor Plus Benefits

This section operates if **you** have selected the Motor Plus cover as indicated in **your policy schedule** and the driver at the time of the accident is aged 25 years and over.

## Hiring of Alternative Vehicle

If **your car** cannot be used as a result of damage, **fire** or **theft** insured under this policy, **we** will contribute towards the cost of hiring an alternative vehicle of a similar type as **your car**. The maximum amount payable in any one **period of insurance** is €250 in total, for the period during which **your car** is actually under repair, such period being agreed to by a motor surveyor approved by **us**.

**We** will not accept a **claim** under this extension unless **you** obtain **our** prior approval in writing before **you** hire the **car** and **you** present **us** with a fiscal receipt and a copy of the relative hire agreement from a licensed car-rental firm showing **you** as a party to such agreement.

## *Reduction of Excess*

For each **claim** that arises under this policy the **excess** shall be reduced by €55 .

## *Increased Personal Accident Benefits*

The payment indicated under Section III of this policy in the event of death, permanent loss of all sight in one or both eyes or the loss of a limb is increased to €5,000 for any one person.

The maximum amount **we** will pay any one person is €10,000.

All other terms, exceptions and conditions applicable to Section III continue to apply.

## *Protected No Claims Discount on Theft of Audio Equipment Claims*

If the only **claim you** make is in respect of loss or damage to in-car entertainment equipment fitted by the manufacturer or other audio-equipment which **you** have insured with **us** caused by **theft**, this will not affect any No Claims Discount that may be applicable. This is applicable only to the first **claim** of this type made in any one **period of insurance**.

## *Personal Effects*

**We** will pay **you** (or at **your** request, the owner) for loss or damage to personal belongings caused by **fire**, **theft** or an accident while the belongings are in or on **your car**.

The maximum amount payable for any one incident is €125.

Where the loss or damage arises from **fire**, **theft** or malicious damage, an **excess** of €125 applies unless **your car** is in a locked garage at the time of the incident. Where the **excess** applies and there are simultaneous claims for loss or damage arising from **fire**, **theft** or malicious damage under other sections of the policy, all such claims will be combined and only one **excess** applied, the applicable **excess** being the higher or highest **excess** which could apply.

### **The cover provided under personal effects shall not include:**

1. money, stamps, tickets, documents or securities
2. goods or samples carried in connection with any trade or business
3. any personal belongings if **your** vehicle is a motor caravan
4. property insured under any other policy
5. audio, audio-visual equipment or telephones.
6. **theft** of personal belongings if carried in an open-top or convertible car, unless contained in the locked boot

# General Exceptions

**Your** policy does not cover the following:

1. Any accident, injury, loss or damage while any vehicle insured under this policy is being:
  - Used otherwise than for the purposes described under the 'Limitation as to Use' section of **your certificate of motor insurance** and/or **policy schedule**
  - Driven by any person other than as described under the section of **your certificate of motor insurance** and/or **policy schedule** headed 'authorised drivers' except that cover will not be withdrawn while **your car** is in the custody or control of a member of the motor trade for the purposes of service or repair
  - Driven by any person including **you** unless the driver holds or has held a licence to drive the vehicle insured and is not disqualified from holding or obtaining such a licence
  - Driven by any person including **you** if at the time of driving the driver is under the influence of intoxicating liquor or drugs (other than drugs taken under medical supervision and not for the treatment of drug addiction)
2. a. Any liability **you** have accepted solely by virtue of an agreement but which would not attach if that agreement did not exist.
  - b. Any amounts payable under this policy which are unrecoverable from any third party solely due to an agreement or contract.
3. a. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever of any consequential loss resulting from:
  - b. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
    - (i) ionising radiations or contamination by radioactivity from any irradiated 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 thereof.
4. a. Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, insurrection or military or usurped power, detention, seizure, confiscation or any attempt thereat except so far as is necessary to meet the requirements of **legislation**.
  - b. Any consequence of civil commotion assuming the proportions of or amounting to a popular rising.

5. Death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss, 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 or any action taken in controlling, preventing, suppressing or in any way relating to terrorism.  
  
For the purpose of this policy an act of terrorism means:
  - a. the use of threat of force, violence and/or
  - b. harm or damage to life or to property including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents, by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes expressed or otherwise and/or to put the public or any section of the public in fear.
6. Any liability, accident, injury, loss or damage arising outside the **territorial limits**.
7. Any liability, accident, injury, loss or damage arising as a result of **your car** being used for racing, pace-making, reliability trial or speed testing, off-roading or use for any purpose in connection with the motor trade.
8. Any liability, accident, injury, loss or damage in respect of **your car** 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.
9. Any liability, accident, injury, loss or damage if at the time of the accident the number of passengers carried in **your car** exceeds the number indicated in **your policy schedule**.
10. Any liability, accident, injury, loss or damage caused by the use of **your car** as a weapon with the intent to cause loss, damage or injury to any person.

# General Conditions

## *Claims Procedure*

1. As soon as reasonably possible after any accident, injury, loss or damage, **you** or **your** legal representatives must notify **us** giving full details of the incident. Any communication **you** receive about the incident should be forwarded to **us** immediately. **You** or **your** legal representatives must also let **us** know immediately if anyone insured under this policy is to be prosecuted as a result of the incident or if there is to be an inquest or a fatal inquiry. In the event of **theft** or other criminal act which may give rise to a **claim** under this policy, **you** or any other person claiming indemnity under this policy must advise the police authorities immediately and co-operate with **us** to convict the offender.
2. **You**, or anyone else claiming under this policy, must not admit to any **claim**, promise any payment or refuse any **claim** without **our** written consent. **We** may at **our** option take over and conduct in **your** name, or the name of the person claiming under the policy, the defence or settlement of any **claim** or take proceedings for **our** own behalf but in **your** name, or in the name of anyone else insured by this policy to recover any payment **we** have made under this policy. **We** shall have full discretion in the conduct of any proceedings or the settlement of any

**claim**. The person who is seeking payment under this policy shall give **us** all the information and assistance necessary for **us** to achieve a settlement.

## *Cancellation*

3. **You** may cancel this policy at any time by giving **us** seven days notice of cancellation and returning **your certificate of motor insurance** to **us**. Unless **you** have made a **claim** during the current **period of insurance**, **we** will calculate the charge for the expired portion of **your** insurance using **our** short period rates to the date **we** receive **your certificate of motor insurance** and refund any amount due to **you**.

**We**, or any agent appointed by **us** and acting with **our** specific authority may cancel this policy by sending not less than seven days notice of cancellation to **your** last known address. **We** will calculate the premium for the period **we** have been insuring **you** and refund any balance.

**Period of Insurance** % of Annual Premium due to **You**

Not exceeding 30 days	85%
Not exceeding 60 days	75%
Not exceeding 90 days	67%
Not exceeding 120 days	60%
Not exceeding 150 days	50%
Not exceeding 180 days	40%
Not exceeding 210 days	30%
Not exceeding 240 days	20%
Not exceeding 300 days	10%
Exceeding 300 days	No return premium

In all cases a minimum premium of €12 per vehicle will be retained by **us**.

## Other Insurance

4. If at the time of any **claim** arising under this policy there is any other insurance policy covering the same loss, damage or liability, **we** will only pay **our** share of the **claim**. This condition does not apply to personal accident benefits under Section III which will be paid as indicated in that section.

This provision will not place any obligation upon **us** to accept any liability under Section II which **we** would otherwise be entitled to exclude under Exception 1 to Section II.

## Your Duty to Prevent Loss or Damage

5. **You** shall at all times take all reasonable steps to safeguard **your car** from loss or damage. This includes closing all windows, including sunroof while ensuring that you activate any anti-theft device fitted and removing any audio equipment or parts of it where physically possible when you leave the car unattended. **You** shall maintain **your car** in an efficient and roadworthy condition and **we** shall have, at all times, free access to examine **your car** and trailer.

## Arbitration

6. 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** or **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 subsequently be revived.

## *Your Duty to Comply with Policy Conditions*

7. **Our** provision of insurance under this policy is conditional upon **you** observing and fulfilling the terms, provisions and conditions of this policy. **We** will only provide the insurance described in this policy if the information given on **your** proposal form and declaration is to the best of **your** knowledge and belief, correct and complete.

**You** have a duty to inform **us** of any facts the knowledge of which could affect **our** decision to accept the insurance or the terms under which **we** would accept it.

## *Fraud*

8. If any **claim** is in any way fraudulent or if **you** or anyone acting on **your** behalf has used any fraudulent means or devices, including but not limited to inflating or exaggerating the **claim** or submitting forged or falsified documents, all benefit under this policy shall be forfeited.

## *Ownership*

9. **You** must tell **us** if the vehicle insured under this policy belongs to anyone else or is sold or purported to be sold to anyone else or is being used regularly by another person.

## *Rights of Recovery*

10. If the law of any country in which this policy operates requires **us** to settle a **claim** which, if this law had not existed **we** would not be obliged to pay, **we** reserve the right to recover such payments from **you** and/or from the person who incurred the liability.

# Important Information

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](http://www.mfsa.com.mt)

# Complaints Procedure

As a valued customer you are right to expect fairness and a swift and courteous service at all times.

We recognise that sometimes you may be dissatisfied with our service. To help us improve we would appreciate your honesty in telling us about your experience of our service – Your feedback will make all the difference.

## What should you do?

**Step 1.** Please speak to your usual insurance advisor or your GasanMamo Insurance Ltd contact.

**Step 2.** If you remain dissatisfied or you feel your complaint remains unsolved please write to the Managing Director, GasanMamo Insurance Ltd, Msida Road, Gzira GZR1405 giving us your policy or claim number in any correspondence.

**Step 3.** If, after making a complaint to us, you are still unhappy and feel the matter has not been resolved to your satisfaction you may wish to contact the Consumer Complaints Manager, Malta Financial Services Authority, Notabile Road, Attard BKR3000.

Following these procedures will not affect your right to take legal action.

## Telephone monitoring

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

# NO CLAIM DISCOUNT SCALE

## private car

**Gasamamo Insurance** will reduce your renewal premium if no claim arises under your motor policy during the period of insurance shown below:

PERIOD OF INSURANCE	REDUCTION		
	Comprehensive Cover	Third Party Fire & Theft Cover	Third Party Cover
the previous year	20%	20%	15%
the previous two years	35%	35%	20%
the previous three years	50%	50%	30%
the previous four years	65%	65%	45%
the previous five years	65%	65%	60%
<b>the previous six years or more (SUPER BONUS)</b>	<b>65%</b>	N/A	N/A

*If you make one claim in any period of insurance, any No Claim Discount which you have earned will be reduced at your next renewal, as follows:*

#### THIRD PARTY POLICIES

~ from 60% to 20% ~ from 45%, 30%, 20% and 15% to 0%

#### THIRD PARTY FIRE AND THEFT POLICIES

~ from 65% to 35% ~ from 50% to 20% ~ from 35% and 20% to 0%

#### COMPREHENSIVE POLICIES

~ from 65% to 35% ~ from 50% to 20% ~ from 35% and 20% to 0%

#### COMPREHENSIVE POLICIES ~ SUPER BONUS

Drivers 25 years of age or over benefiting from a 65% NCD for more than 2 years with us  
~ from 65% to 65% (1st claim) ~ from 65% to 35% (2nd claim)

**IF YOU MAKE TWO OR MORE CLAIMS IN ANY PERIOD OF INSURANCE, ANY NO CLAIM DISCOUNT WHICH YOU HAVE EARNED WILL BE WITHDRAWN COMPLETELY.**  
*(unless you are entitled to the **SUPER BONUS** in which case your NCD after two claims will only be reduced to 35%)*

The no claim discount is earned solely by you and cannot be transferred to any other person except your spouse.