

HomePlan

Atlas HomePlan Policy



Your Policy – The Contract of Insurance

Welcome to **Your** HomePlan Policy. This policy is a contract between **You** and Atlas Insurance PCC Limited, the basis of which is the proposal **You** have signed and the consideration for which is the premium shown on the **Schedule**.

Your policy consists of:

- the policy wording in this booklet and in any supplements;
- the **Schedule**;
- any **Endorsement** added throughout the currency of the policy.

We will, in the event of injury, loss or damage happening during the **Period of Insurance**, provide insurance as described in the following pages for those sections **You** have chosen.

Please read this policy to make sure **You** know what cover is provided. Any change in the details on proposal must be notified to **Us** immediately. Failure to do so may invalidate **Your** policy. A copy of the proposal form **You** have completed is available on request.

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About Your Policy

General Definitions

If **We** explain what a word means, that word has the same meaning wherever it is used in the policy or **Schedule**. These words are highlighted by the use of bold print and are written starting with a capital letter.

Other words may be explained elsewhere in the policy or **Schedule**.

Accidental Bodily Injury

means any identifiable accidental bodily injury caused solely and directly by sudden, unexpected, violent, external and visible means. It includes

- unavoidable exposure to the elements;
- accidental drowning, gassing, poisoning or electrocution;
- accidental bodily injury sustained whilst lawfully arresting, detaining or attempting to arrest or detain a criminal or suspected criminal.

Buildings

means the structure of the Private Residence including building owner's immovable fixtures, fittings (including aerials and satellite dishes) and interior decorations and the following if they form part of the property; oil and gas tanks, cesspits, permanent swimming pools and related equipment, tennis hard courts, patios, paths, drives, terraces, boundary and garden walls, gates, hedges, fences and railings, car ports, garages and **Outbuildings**.

Buildings also includes fitted furniture (inclusive of fitted appliances) and **Your** proportionate share of the common parts of an apartment block.

Buildings does not include land or water, lawns, plants, shrubs, trees, ornamental ponds, fountains or statues in the garden or yard/s.

But see Additional Benefits 19 of Section 1 – Buildings

Outbuildings are

- sheds;
- greenhouses;
- guests' quarters;
- other buildings;

which do not form part of the structure of the main building of **Your Private Residence** and are used or occupied for domestic purposes.

Business Use

means use of the **Private Residence** or any part of it in connection with any business, trade, profession or employment (other than the lodging of students while **You** are still living in the **Private Residence** and/or the carrying out of office-or-clinic-type work).

Contents

means the following items:

- household goods including tenants' interior immovable fixtures, fittings and interior decorations;
- **Personal Effects**;
- **Valuables**;
- **Money**;
- **Business Equipment**

provided that

- they belong to **You** or **You** are legally responsible for them (but only to the extent of **Your** financial liability to the owner); and
- they are mainly used for private domestic purposes (see however **Business Equipment** below).

The following items are not included:

- Watercraft (which includes sail/surf boards and windsurfers), hovercraft, aircraft, caravans and trailers and mechanically or electrically propelled vehicles (which includes motor cycles and children's motor cycles and motor cars) but lawn mowers, garden cultivators, wheelchairs, models and toys and electric bicycles are included;
- Parts, accessories, tools, fitted radios, cassette players and compact disc or mp3 players for the items in a. above;
- Building owners' immovable fixtures, fittings and interior decorations;
- Property more specifically insured by any other insurance or section of this policy;
- Living things (but house-plants are covered);
- Property primarily used for business, trade, professional or employment purposes other than **Business Equipment**
- Aerials including satellite dish aerials and their fittings and masts*;
- Fixed swimming pool equipment and machinery;
- Documents (other than as shown in Additional Benefit 22 of Section 2 – Contents) and lottery or raffle tickets;
- Fitted furniture (inclusive of fitted appliances)*;

* unless specifically noted as included under the Contents section in the Homeplan proposal or by **Endorsement**.

Money

means coins and bank notes in current use, cheques, postal orders and money orders, bearer bonds, saving stamps and certificates, stamps in current use, travel tickets, petrol coupons, record tokens, book tokens or other tokens, phone cards, pre-booked entertainment and event tickets, luncheon vouchers, trading stamps, deeds, bills of exchange and travellers' cheques.

Business Equipment

means computer equipment, facsimile machines, photocopiers, typewriters, word processors and fixed telecommunication equipment, business books, stationery and other office supplies owned by **You** or for which **You** are legally responsible and which are used primarily for business, trade, professional or employment purposes. It excludes stocks and any sort of production-type equipment.

Personal Effects

means clothes and other articles of personal use worn or carried by **You** including

- portable
 - audio or audio-visual equipment,
 - photographic equipment,
 - televisions,
 - computer equipment,
 - telescopes and binoculars,
- mobile phones and personal organisers (and their related accessories),
- **Sports Equipment**

Personal Effects does not include **Valuables** or **Money**.

Sports Equipment

means clothes and other articles of personal use used as tools for the performance of amateur sports including pedal cycles.

Valuables

means **Jewellery**; other articles of gold, silver or other precious metals; watches; furs; pictures, paintings and other works of art; collections of stamps, coins and medals.

Jewellery

means articles of gold, silver or other precious metals and/or precious stones intended for ornamentation of the person or to be worn.

Domestic Staff

means a person employed to carry out domestic duties associated with the **Private Residence** and not employed by **You** in any capacity in connection with any business, trade, profession or employment.

Endorsement

means any change to the terms of the policy.

Europe

means the European Union plus Andorra, Liechtenstein, San Marino, Monaco, Iceland, Switzerland and Norway.

Incident Excess

means the first €50 of each and every loss unless changed by **Endorsement**. The incident excess applies solely where specifically stated in the policy.

Malta

means the Republic of Malta.

Period of Insurance

means the dates shown on the **Schedule**.

Private Residence

means the self-contained property shown in the **Schedule** including its domestic garages and **Outbuildings** if they form part of the property at the same address. A garage which communicates with the main building is deemed to be at the same address even if it has a different postal address but a garage that is on a nearby site is deemed to form part of **Your** private residence only if stated in the **Schedule**.

Unless otherwise stated by **Endorsement**, the private residence, must be

- built of brick, stone or concrete and roofed with stone, slate, tile, asphalt, metal or concrete and
- used solely by **You** for private residential purposes excluding any form of **Business Use**.

Schedule

means the most recently updated schedule including any attached Specification/s and indicates

- the sections chosen;
- the sums insured/main monetary limits;
- any special terms (**Endorsements**) that may apply to **Your** policy;
- other relevant details.

Terrorism

means the use of force or violence and/or threat thereof by any person or group 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.

Unattended

means when **You** are

- not in full view of; and
- not in a position to prevent unauthorised interference with

Your property or vehicle.

Unoccupied

means when a **Private Residence**

- is not being normally lived in by **You** or by anyone else with **Your** permission; or
- is without sufficient furniture and furnishings for normal living purposes for 90 consecutive days or more or for the period of consecutive days (or more) shown on the **Schedule** or by **Endorsement**.

Us/We/Our/Company

refers to Atlas Insurance PCC Limited.

You/Your/Insured

means the person named as the Policyholder in the **Schedule** and each member of the Policyholders' family (including a domestic partner and foster children) normally residing with the Policyholder.

Layout of each Section - How to read Your policy

Your policy is designed to help **You** understand the extent of cover provided.

You will find these headings on many of the pages:

What is covered	What is not covered (specific exclusions)
These sections are printed on a white background and give detailed information on the insurance provided.	These sections, shown on this background, draw Your attention to what is not included in the scope of Your policy.

There are also a set of General Exclusions applying to the whole policy on page 7.

To help **You** further **We** have included some explanatory notes in **Your** policy.

These are printed on a background of this colour

General Conditions

These conditions apply throughout **Your** policy.

You (including here any **Insured Person** under Section 5 – Personal Accident) must comply with the following conditions to have the full protection of **Your** policy. If **You** do not comply with them, **We** may, at **Our** option, cancel the policy or refuse to deal with **Your** claim.

1. Keeping Your sums insured at the correct level

You must at all times keep the sums insured at a level which represents the **Full Value** of the property insured.

Full Value means:

- for the **Buildings**: the estimated cost of rebuilding if the **Buildings** were destroyed, this is not necessarily the market value
- for **Contents** and property insured under Section 3 – Personal Belongings: the current cost as new (other than clothes and household linen),
- for clothes and household linen: the current cost as new less an appropriate allowance for wear and tear.

2. Changes in Your circumstances

You must tell **Us** as soon as possible in writing about any change which may affect this insurance particularly:

- change of address;
- structural alteration to **Your Private Residence**;
- if **You** intend to use the **Private Residence** for any reason other than private residential purposes except:
 - if **You** use the **Private Residence** for office or clinic-type work; or
 - if **You** accommodate students while **You** are still living in the **Private Residence**;
- if **You** intend to lend, let or sub-let the **Private Residence**;
- if the **Private Residence** will be **Unoccupied**.

You must also notify **Us** as soon as possible if **You** have been declared bankrupt or have been convicted of or charged with but not yet tried for any offence other than driving convictions.

We will then advise **You** of any change in terms. If **You** are in any doubt please ask **Us** or **Your** insurance advisor.

3. Contract clause

This contract of insurance shall, for all effects and purposes, be deemed to be a **Maltese** contract and shall be governed by and according to **Maltese** law and subject to the exclusive jurisdiction of the **Maltese** courts.

4. Maltese jurisdiction clause

The indemnity provided shall apply only to judgements, orders or awards that are delivered by or obtained from a court or in arbitration in **Malta**. Furthermore the indemnity shall not apply to a judgment, order or award obtained in **Malta** for the enforcement of a judgement obtained elsewhere. The indemnity shall not apply to costs and expenses of litigation recovered by any claimant from **You** which costs and expenses of litigation are not incurred in **Malta**.

5. Change of interest

We shall not be bound by any passing of **Your** interest other than by death or operation of the law.

6. Taking care of Your property

You must take and cause to be taken all reasonable precautions to avoid injury, loss or damage and take and cause to be taken all practicable steps to safeguard all the property insured from loss or damage. **You** must maintain all the property in good repair. If **You** discover any defect in any property insured, **You** must remedy such defect as soon as possible.

7. Cancellation

The Policyholder defined in the **Schedule** may cancel this policy during the **Statutory Cancellation Period** which is within 14 days of

- receipt of the policy documents (new business); or
- the renewal date.

This is done by writing to **Us** at the following address during the **Statutory Cancellation Period**:

The Personal Lines Manager
Atlas Insurance PCC Limited
47-50 Ta' Xbiex Seafront
Ta' Xbiex XBX 1021

We will refund the premium paid to **Us** as long as the amount of any claim occurring in the **Statutory Cancellation Period** and paid by **Us** is refunded.

Outside the **Statutory Cancellation Period**

- the Policyholder defined in the **Schedule** may cancel the policy at any time by giving 7 days notice. If there has been no claim or incident likely to give rise to a claim during the current **Period of Insurance**, **We** will calculate the premium for the period **You** have been insured and refund any balance. If a claim has been submitted during the current **Period of Insurance** no premium refund will be given.
- **We** may also cancel the policy by sending 7 days notice by recorded delivery to the address shown on the **Schedule**. Provided that there has been no claim made during the current **Period of Insurance** (or claim pending) **We** will calculate the premium for the period **You** have been insured and refund any balance. If a claim has been submitted during the current **Period of Insurance** no premium refund will be given.

8. Arbitration

If **We** have accepted a claim under the policy and there is a disagreement over the amount to be paid to **You**, the dispute must be referred to an arbitrator to be appointed by mutual agreement between the parties in accordance with the provisions of the Arbitration Act 1996. When this happens the making of an award by the said arbitrator shall be a condition to any right of action against **Us**.

General Exclusions

These exclusions show what is not covered under any section of **Your** policy.

1. Riot and civil commotion outside Malta

We will not pay for any loss, damage or liability occasioned by or happening through riot or civil commotion outside **Malta**.

2. Confiscation by custom officials

We will not pay for any loss, damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.

3. Sonic booms

We will not pay for loss or damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

4. Nuclear risks

We will not pay for:

- a. loss or damage to any property or any loss or expense resulting or arising therefrom or any consequential loss;
 - b. any legal liability;
- directly or indirectly caused by or contributed to by or arising from:
- i. ionising radiation 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 of its nuclear component.

5. War risks and Terrorism

We will not pay for any death or disablement, loss or destruction of or damage to property or any loss or expense resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature or any other cost or expenses of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of

- a. war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- b. **Terrorism** or any action taken in controlling, preventing or suppressing any acts of **Terrorism** or in any way relating to any act of **Terrorism**.

6. Property lost through deception or fraud

We will not pay for losses where **Money** or other property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason or for losses where **Money** or property is lost by deception.

7. Subsidence and the like

We will not pay for loss or damage caused by subsidence, ground heave, settlement, shrinkage or landslide even if resulting from any Cause under Section 1 – Buildings or Section 2 – Contents.

8. Date change

We will not pay for death or disablement, loss or destruction of or damage to any property or any loss or expense resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by, contributed to by, consisting of or arising from the failure or inability of any:

- a. computer or auxiliary equipment;
- b. computer systems, software program or spreadsheet;
- c. data processing equipment, media or auxiliary equipment;
- d. microchip integrated circuit or similar device;
- e. telecommunications equipment or systems;
- f. any other systems for processing, storing, transmitting, retaining or returning data;

whether the property of the **Insured** or not and occurring before, during or after the year 2000 to:

- i. correctly recognise any date as its true calendar data or its true value;
- ii. capture, save or retain and/or correctly manipulate, interpret, transmit, return or process any data or information or command or instruction as a result of treating any data otherwise than its true calendar date or its true value;
- iii. capture, save, retain or correctly process any data as a result of the operation of any command or logic which has been programmed or incorporated into anything stated in a. to f. above being a command or logic which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date;

but this General Exclusion shall not exclude subsequent loss or destruction of or damage to property insured not otherwise excluded which itself results from Causes 1-11 under Section 1 – Buildings or Section 2 – Contents arising under the following Sections if provided by this policy:

- Section 1 – Buildings;
- Section 2 – Contents;
- Section 3 – Personal Belongings.

9. Hazardous Materials

We will not pay for:

- a) loss or damage to any property or any loss or expense resulting or arising therefrom or any consequential loss;
 - b) any legal liability;
- directly or indirectly caused by or contributed to by or arising from the use, manufacture, storage, filling, breaking down or transport of high explosives including pyrotechnic materials in or about the **Private Residence**.

10. Pollution/Contamination

We will not pay for loss, damage, liability or bodily injury arising directly or indirectly from pollution or contamination unless caused by a sudden and unforeseen and identifiable incident.

11. Other

We will not pay for:

- a. depreciation in value of **Money** or of other property or any consequential loss (including reduced value after items have been repaired or replaced);
- b. the cost of routine maintenance and decoration;
- c. destruction, damage, liability or injury occurring before the cover under Your policy started;
- d.
 - i. legal liability arising directly or indirectly from and/or
 - ii. damage or contamination to computers or computer equipment by:
 - erasure or distortion of data;
 - accidental erasure or mislaying or misfiling of documents or records;
 - viruses and similar mechanisms or hacking;
- e. loss or damage
 - i. caused by or consisting of faulty design/materials/workmanship (not applicable to Additional Benefit 20 to Section 1 - Buildings and Section 7 - Homehelp); See specific exclusion in Additional Benefit
 - ii. caused by or consisting of mechanical or electrical breakdown, derangement or failure (other than under Additional Benefit 20 to Section 1 – Buildings to Section 1 - Buildings and Section 7 - HomeHelp);
 - iii. caused by or in the process of dyeing or washing, cleaning, maintaining, repairing, restoring, altering, setting up or dismantling (Not applicable to Section 7 - Homehelp);
 - iv. caused by or consisting of deterioration, wear and tear, vermin, insects, fungus, rot, climatic or atmospheric conditions, the action of light or any gradually operating cause (not applicable to Additional Benefit 20 to Section 1 – Buildings and Section 7 - Homehelp); See specific exclusion in Additional Benefit
 - v. caused deliberately by **You**.

Claims Conditions

You (including here any **Insured Person** under Section 5 – Personal Accident) must comply with the following conditions to have the full protection of **Your** policy. If **You** do not comply with them, **We** may, at **Our** option, cancel the policy or refuse to deal with **Your** claim.

The first thing **You** must do if any injury, loss or damage happens:

- if property is lost or if theft or malicious damage is suspected, **You** must immediately inform the police and obtain a crime or lost property report/reference number;
- if property is damaged by inappropriate supply of electrical power, **You** must immediately inform the responsible utility, strictly comply with the utility's claim procedure and ensure that **Your** rights against such utility are duly protected.

We recommend **You** check **Your** policy cover to ensure if the loss or damage is covered – this booklet shows details of what is covered and how claims are settled.

You should always immediately:

- tell **Us**; **You** may phone **Us** on 23 43 53 81 (see also Section 7 - HomeHelp)
- take all reasonable steps to recover missing property;
- take all reasonable steps to prevent further loss, damage or injury (this includes immediate notification to any firm issuing credit cards, cash cards and the like).

By calling the above number **We** will take details of the loss and where necessary arrange for someone to call or contact **You** by phone as soon as possible to discuss **Your** claim. This person may be one of **Our** own claims staff or an independent assessor.

What **You** must do after making **Your** claim:

- send to **Us** immediately any writ or summons or any other court document and, as soon as possible, any letter, claim or other document without acknowledgment;
- send written details of **Your** claim to **Us** as soon as possible but not later than 60 days;
- supply at **Your** own expense all reports, certificates, plans, specifications, evidence (including receipts), information and assistance that **We** may require; and
- allow **Our** appointed medical adviser to carry out any medical examination of any Insured Person under Section 5 – Personal Accident.

What **You** must not do:

- **You** must not admit or deny any claim made by someone else against **You** or make any agreement with them;
- **You** may not abandon any property to **Us**.

Our rights:

We are entitled to:

- take over and conduct in **Your** name, or in the name of any other person insured by this policy, the defence or settlement of any legal action;
- take proceedings at **Our** own expense and for **Our** own benefit, but in **Your** name, or in the name of any other person insured by this policy, to recover any amount **We** have paid or may pay under the policy to anyone;
- receive all necessary information and assistance from **You** and any other person insured by this policy;
- enter any building where loss or damage has occurred and deal with any salvage in a reasonable manner;
- pay all amounts under this policy to the Policyholder named in the **Schedule**:
 - for his/her own benefit; or
 - as an agent for any other **Insured** or any other **Insured Person** under Section 5- Personal Accident and his/her receipt shall discharge **Us**;
- have post-mortem examinations carried out in the event of claims relating to death.

Fraud

You must not act in a fraudulent manner.

If **You** or anyone acting on **Your** behalf

- make a claim under this policy knowing the claim to be false or fraudulently inflated in any respect; or
 - make a statement in support of a claim knowing the statement to be false in any respect or submit a document in support of **Your** claim knowing the document to be forged or false in any respect; or
 - make a claim in respect of any loss or damage caused by **Your** wilful act or with **Your** connivance;
- then:
- **We** will not pay the claim;
 - **We** shall not pay any other claim which has been or will be made under the policy;
 - **We** may at **Our** option declare the policy void;
 - **We** shall be entitled to recover from **You** the amount of any claim already paid under the policy since the last renewal date;
 - **We** shall not make any return premium; and
 - **We** may inform the Police of the circumstances.

How We settle claims

See Section 6 for how We settle claims under Section 6 – Caravan and Section 7 for how We settle claims under Section 7 - HomeHelp

We will, at Our option, pay in cash the amount of the loss or damage or may repair, reinstate or replace the lost or damaged property. Sums insured or other limits will not be reduced by any claim except in the case of Section 3 – Personal Belongings and wherever limits are referred to as applicable in the **Period of Insurance**.

1. Matching sets, suites, carpets and parquet

An individual item of a matching set or suite of furniture, sanitaryware, bathroom fittings or other articles (including **Valuables**) is regarded as a single item.

We will pay for individual lost or damaged items and for clearly definable areas of damage in sets or suites but We will not pay for unaffected companion pieces or undamaged parts of sets or suites even if matching replacements cannot be obtained. Where carpeting or parquet is damaged beyond repair only the damaged part will be replaced and not undamaged carpet or parquet in adjoining areas.

2. Will a deduction be made for wear and tear?

Provided that:

- a. the sum insured represents the **Full Value** of the property; and
- b. the property has been maintained in good repair

then:

- i. for the **Buildings**: there will be no deduction if repair or reinstatement is actually carried out;
- ii. for the **Contents** (other than for clothes and household linen) and property insured under Section 3 - Personal Belongings: there will be no deduction provided repair, reinstatement or replacement is actually carried out;
- iii. for clothes and household linen: there will be a deduction to reflect wear and tear.

If provisos a. and b. above are not complied with there will be a deduction for wear and tear on any property.

3. Other insurance policies

If any liability, injury, loss or damage is covered by any other insurance, We will not pay more than Our rateable proportion (not applicable to Section 5 – Personal Accident).

Section 1 - Buildings

Your schedule will show if this section has been chosen.

What is the most We will pay?

We will not pay more in total than the Buildings Sum Insured shown in the **Schedule** for any one claim under Causes 1-11 and Additional Benefits 13, 14, 16, 17, 18, 20 and (if applicable) 21. We will pay, in addition, any amount due under Additional Benefits 12, 15 and 19.

If the Buildings Sum Insured is less than the **Full Value** (see General Condition 1 – Keeping Your sums insured at the correct level) the sum paid by Us will be limited to the same proportion as Your Buildings Sum Insured bears to the **Full Value** of the property at the time of the incident leading to a claim.

We cannot pay any of the cost of extending or improving Your Buildings beyond their condition as new.

What is covered	What is not covered (specific exclusions)
<p>Loss or damage to the Buildings by the following Causes:</p>	<p>See also General Exclusions</p> <p>The amount of the Incident Excess in respect of Causes 3, 5, 6, 8, 9, 10, and 11 and Additional Benefits 13, 14, 19 and 20. See also exclusion 21 (b).</p> <p>In the event of loss or damage to rubble walls caused by Cause 3 – Storm or Flood the Incident Excess is increased to €500.</p> <p>Loss or damage while the Private Residence is Unoccupied</p> <ol style="list-style-type: none"> a. in respect of Causes 4, 5, 6, 7 and 10 and Additional Benefits 14 and 20; b. in respect of loss or damage by Causes 4, 5 and 7 claimed under Additional Benefit 19.
<p>Causes</p>	
<ol style="list-style-type: none"> 1. Fire, explosion, lightning, thunderbolt, earthquake, subterranean fire. 	
<ol style="list-style-type: none"> 2. Smoke. 	
<ol style="list-style-type: none"> 3. Storm or flood. 	<ol style="list-style-type: none"> 3. Loss or damage caused to gates and fences unless the main structure of the Buildings is damaged at the same time.
<ol style="list-style-type: none"> 4. Riot, civil commotion, strikes, labour and political disturbances. 	
<ol style="list-style-type: none"> 5. Malicious persons. 	
<ol style="list-style-type: none"> 6. Escape of water from: <ol style="list-style-type: none"> i. a fixed: water installation, drainage installation, heating installation; ii. a washing machine, dishwasher, water bed, refrigerator, deep freeze cabinet or fish tank. <p>We will also pay the necessary reasonable costs that You incur in locating the source of the damage including the reinstatement of any wall, floor or ceiling removed or damaged during the search but We will not pay more than €1,250 in any one Period of Insurance.</p> 	<ol style="list-style-type: none"> 6. Loss or damage to the installation, appliance, water bed or tank including costs of locating the damage and all other costs related to their repair or replacement if caused by normal wear and tear or defect in construction or installation.
<ol style="list-style-type: none"> 7. Theft or attempted theft. 	
<ol style="list-style-type: none"> 8. Collision or impact by: <ol style="list-style-type: none"> i. vehicles, aircraft or aerial devices or anything dropped from them; ii. cranes or anything dropped from them; iii. animals. 	<ol style="list-style-type: none"> 8. Loss or damage caused by: <ol style="list-style-type: none"> a. domestic pets; b. cranes owned or operated by You.

9. Breakage or collapse of radio, television or satellite dish aerials and their fittings and masts.	9. Loss or damage to the aerials itself and its fittings and masts.
10. Escape of oil from a fixed heating installation including smoke and smudge damage by vaporisation due to a defective heating installation. We will also pay the necessary reasonable costs that You incur in locating the source of the damage including the reinstatement of any wall, floor or ceiling removed or damaged during the search but We will not pay more than €1,250 in any one Period of Insurance .	10. Loss or damage to the installation (including costs of locating the damage) if caused by normal wear and tear or defect in construction or installation.
11. Falling trees, lamp posts, electricity, flag and telephone poles or any part of them.	11. a. Loss or damage to the trees, posts or poles themselves. b. Costs of removal of the fallen tree, pole or post has not caused damage to the Buildings .
Additional Benefits The following Additional Benefits are included in this section:	
12. Debris removal and building fees If there has been damage which is covered under this Section 1 – Buildings, We will pay for: i. the cost of clearing debris from the site or demolishing or shoring up the Buildings ; ii. architects', surveyors', consulting engineers' and other fees which You have to pay to reinstate the Buildings but not for preparing any claim; iii. the additional cost of reinstating the Buildings that You have to pay to comply with building and government regulations and local authority bye-laws. You must obtain Our consent before any work of this kind commences unless immediate action is required in the interests of safety. We will not pay more than 10% of the Buildings Sum Insured for any one claim.	12. a. Costs of complying with government or local authority requirements if notice of these requirements has been served to You before the loss or damage. b. Costs which relate to undamaged parts of the Buildings .
13. Damage to services Accidental damage to: i. cables; ii. drain inspection covers; iii. underground drains, pipes or tanks providing services to or from the Buildings and for which You are legally responsible. We will also pay the necessary reasonable costs that You incur in locating the source of the damage including the reinstatement of any wall, drive, fence or path removed or damaged during the search but We will not pay more than €1,250 in any one Period of Insurance .	13. Accidental damage resulting during repair or maintenance work to pipes and cables.
14. Glass and sanitaryware Accidental breakage of: i. fixed glass in windows, doors, fanlights, skylights, green houses, conservatories and verandahs, solar panel units, shower screens and fixed ceramic hobs and ceramic tops and glass doors in fitted appliances; ii. fixed sanitaryware and bathroom fittings.	

15. Loss of rent/alternative accommodation While the Private Residence cannot be lived in because of loss or damage covered under this Section 1- Buildings, We will pay for: i. up to 2 years' ground rent which You have to pay; ii. the reasonable increased cost of similar alternative accommodation for You and Your domestic pets. We also pay reasonable accommodation costs incurred with Our consent if civil authorities do not let You occupy the Private Residence following loss or damage to neighbouring property which would have been covered by this section had it happened to Your Buildings . We will not pay more than 15% of the Buildings Sum Insured for any one claim under this Additional Benefit.	
16. Purchaser's interest clause If You have contracted to sell the Buildings at the time of a loss covered by this Section 1 – Buildings and the contract of sale is finalised prior to payment under the policy, We will pay the purchaser for such loss or damage subject to: i. Your rights and liabilities and those of the Company not being affected; ii. the amount payable being limited to the extent of the purchaser's financial interest or the Buildings Sum Insured which ever is the lower amount; iii. there not being any other insurance on the Buildings .	
17. Replacement of locks We will pay for the cost of replacing keys and locks or lock mechanisms to: i. external doors and windows of the Private Residence ; ii. a safe within or an intruder alarm in such residence; following the loss or theft of their keys. We will not pay more than €750 for any one claim. We will only pay for one claim under this Section 1 – buildings or under Section 2 - Contents if both sections are insured.	
18. Emergency entry Loss or damage to the Buildings caused when the fire, police or ambulance service has to force an entry to the Buildings because of a medical emergency involving You or to prevent damage to the Buildings .	
19. Garden cover Loss or damage to the lawns, plants, shrubs or trees and to fixed ornamental ponds, fountains or statues in the garden or yard/s within the boundaries of Your Private Residence by Causes 1, 3, 4, 5, 7 and 8 above. We will not pay more than €125 for any one plant, shrub or tree and not more than €750 under this Additional Benefit in any one Period of Insurance .	19. a. Flood damage to lawns. b. Impact damage by garden machinery or any other vehicle used in the garden. c. Loss or damage by excessive rainfall or hail. d. Loss or damage caused by pets.
20. Breakdown of air-conditioning equipment Accidental, mechanical or electrical breakdown of air-conditioning equipment permanently fixed onto the Private Residence . The most We will pay is €1,250 any one claim.	20. a. The rectification of faulty design, latent defects, poor workmanship or faulty materials. b. The direct effects of deterioration, wear and tear, vermin, insects, fungus, rot, climatic or atmospheric conditions, the action of light or any gradually operating cause. c. Loss or damage i. for which a manufacturer or supplier is responsible; ii. if the equipment is more than five years old at time of loss or damage; iii. if annual maintenance is not carried out (the cost of such maintenance is not covered).

Accidental Damage Extension

Your Schedule will show if this Additional Benefit has been chosen

What is covered	What is not covered (specific exclusions)
<p>21. Accidental damage to the Buildings provided they are less than 25 years old at the time of commencement of cover under this extension.</p>	<p>See also General Exclusions</p> <p>21.</p> <ul style="list-style-type: none"> a. Accidental damage: <ul style="list-style-type: none"> i. specifically excluded or provided for elsewhere under this Section 1-Buildings or in this policy; ii. by chewing, scratching, tearing or fouling by pets; iii. by fluctuation of electricity unless resulting from Clauses 1-11 or from accidental causes outside the Private Residence; iv. arising from <ul style="list-style-type: none"> ▪ alteration to or extension, repair, demolition of the Buildings; ▪ vibration or weakening of support to the Buildings. b. The first €125 of each and every loss.

Section 2 - Contents

Your schedule will show if this section has been chosen.

What is the most We will pay?

We will not pay more in total than the Contents Sum Insured shown in the **Schedule** for any one claim under Causes 1-11 and Additional Benefits 12-15, 19-27, 29, 30 and (if applicable) 32. In addition, **We** will pay any amounts due under Additional Benefits 16-18, 28 and 31.

The following limits also apply:

- for any one **Valuable** unless individually specified in the Contents Specification: €2,500;
- for any one claim for **Valuables** overall unless an Overall Valuable Limit is specified in the **Schedule** or in an **Endorsement**: one third of the Contents Sum Insured or €20,000 (whichever is the lower amount);
- for **Money**: €600;
- for **Business Equipment**:
 - €2,500 any one article;
 - €5,000 in total any one claim.

See also limits in Additional Benefits

If the Contents Sum Insured combined with the Personal Belongings Sum Insured to Section 3 – Personal Belongings is less than the **Full Value** (see General Condition 1 – Keeping **Your** sums insured at the correct level), the sum paid by **Us** will be limited to the same proportion as the above mentioned sums insured bear to the **Full Value** of the property at the time of the incident leading to a claim.

We cannot pay any of the cost of extending or improving **Your Contents** beyond their condition as new.

What is covered	What is not covered (specific exclusions)
<p>Loss or damage to Your Contents while they are inside the Private Residence by the following Causes:</p>	<p>See also General Exclusions</p> <p>The Incident Excess in respect of Causes 3, 6 and 10 and Additional Benefits 12, 13, 25, 29 and 30 and in respect of loss or damage by lightning under Cause 1. See also exclusions 15c and 32b.</p> <p>Loss or damage while the Private Residence is Unoccupied in respect of Causes 4, 5, 6, 7 and 10 and Additional Benefits 12, 13, 17, 21 and 26.</p>
<p>Causes</p>	
<p>1. Fire, explosion, lightning, thunderbolt, earthquake, subterranean fire.</p>	
<p>2. Smoke</p>	
<p>3. Storm or flood</p>	<p>3. Loss or damage to Contents in the open except as provided by Additional Benefit 13 – Contents removed to the garden.</p>
<p>4. Riot, civil commotion, strikes, labour and political disturbances.</p>	
<p>5. Malicious persons.</p>	
<p>6. Escape of water from: <ul style="list-style-type: none"> i. a fixed: water installation, drainage installation, heating installation; ii. a washing machine, dishwasher or water bed, refrigerator, deep freeze cabinet or fish tank. </p>	<p>6. Loss or damage to the installation, appliance, water bed or tank including all other costs related to their repair or replacement if caused by normal wear and tear or defect in construction or installation.</p>

7. Theft or attempted theft.	7. Loss or damage: a. to Contents in the open except as provided by additional Benefit 13 – Contents removed to the garden; b. if the Private Residence is occupied in whole or in part by anyone other than You unless theft is accompanied by forcible and violent entry into or exit from the Private Residence ; c. if the Private Residence is used to receive visitors in connection with Your business trade, profession or employment unless theft is accompanied by forcible and violent entry into or exit from the Private Residence .
8. Collision or impact by: i. vehicles, aircraft or aerial devices or anything dropped from them; ii. cranes or anything dropped from them; iii. animals.	8. Loss or damage caused by: a. domestic pets; b. cranes owned or operated by You .
9. Breakage or collapse of radio, television or satellite dish aerials and their fittings and masts.	
10. Escape of oil from a fixed heating installation including smoke and smudge damage by vaporisation due to a defective heating installation.	10. Loss or damage to the installation if caused by normal wear and tear or defect in construction or installation.
11. Falling trees, lamp posts, electricity, flag and telephone poles or any part of them.	11. Costs of removal of the fallen tree, post or pole.
Additional Benefits The following Additional Benefits are included in this section:	
12. Mirrors and glass Accidental breakage of: i. mirrors other than hand mirrors; ii. fixed glass in and glass tops of furniture; iii. fixed ceramic hobs and ceramic tops of cookers; iv. glass oven doors.	
13. Contents removed to the garden Loss or damage covered by Causes 1-11 to Contents while in the open within the boundaries of the land belonging to the Private Residence . We will not pay more than €750 for any one claim.	13. Loss or damage: a. to Valuables or Money ; b. to plants; c. during removals.
14. Temporary removal to other locations Loss or damage covered by Causes 1-11 to Contents while temporarily removed away from the Private Residence anywhere in Malta . We will not pay more than 20% of the contents Sum Insured for any one claim. Limits in this section on Valuables still apply.	14. Loss or damage: a. by storm or flood to property not contained within a building; b. to Money ; c. in a furniture store, sales room or exhibition hall; d. from a caravan, mobile home or a motor home; e. during removals; f. by theft or attempted theft unless it involves: i. theft from a bank safe deposit; ii. forcible and violent entry to or exit (including hold-up) from a building.
15. Removals and transit Accidental loss or damage to Contents while they are in transit from the Private Residence i. in the course of removal by professional removal contractors to any new home within Malta for the purposes of permanent removal; or ii. to/from Your ▪ holiday residence (including a hotel room); ▪ bank in Malta for temporary removal thereto.	15. a. Accidental loss or damage: i. by denting, chipping or scratching; ii. to Money ; iii. while the Contents are in storage; iv. to articles of china, glass, porcelain, earthenware or stone (or other articles of a similarly brittle material) unless packed by professional removal contractors b. Accidental loss of Unattended Valuables unless as a result of hold-up. c. The first €125 of each and every loss.

16. Alternative accommodation While the Private Residence cannot be lived in because of loss or damage covered by this policy, We will pay for: i. rent payable (other than ground rent) for which You are legally responsible; ii. the reasonable increased cost of similar alternative accommodation for You and Your domestic pets. We will not pay more than 20% of the Contents Sum Insured for any one claim.	
17. Your liability to the owner of the buildings (applicable if the Private Residence is rented by You) We will pay for the following loss or damage to the Buildings for which You are legally responsible as tenant: i. loss or damage covered by Causes 1 -11; ii. accidental damage to property described as underground pipes and cables under Additional Benefit 13 of Section 1 – Buildings; iii. breakage of property described as glass and sanitaryware under Additional Benefit 14 of Section 1 – Buildings. We will not pay more than 15% of the Contents Sum Insured for any one claim or series of claims arising from any one event or one source or original cause.	17. Your liability for: a. the cost of maintenance and normal redecoration; b. loss or damage to gates, hedges or fences.
18. Presents and gifts extension We will automatically increase the Contents Sum Insured by 15% (subject to a maximum of €12,000) for the duration of i. three weeks leading up to Christmas Day and three weeks directly following such date to cover gifts and other related purchases; ii. four weeks leading up to Your wedding day and four weeks directly following such date to cover wedding gifts and related purchases. Cover is also provided for property mentioned in ii. above for loss or damage covered by Causes 1-11 at the reception venue, in the couple's marital home or being transported between any of these places. Limits in this Section on Valuables and Money still apply.	18. Loss or damage: a. by storm or flood to property not contained within a building; b. by theft or attempted theft at the reception venue, in the couple's marital home or being transported between any of these places unless it involves: i. forcible and violent entry to or exit (including hold-up) from any building; ii. theft or attempted theft while in transit in Your personal custody. However We do not cover theft of Valuables or Money left Unattended while in transit. We will only pay for one claim under this Additional Benefit or under Additional Benefit 15.
19. Credit cards We will compensate You in respect of Your liability under the terms of any credit card or cash card (used solely for private purposes) agreement as a direct result of its loss and subsequent unauthorised use anywhere in the world. We will not pay more than €2,500 in any one Period of Insurance .	19. a. Liability resulting from a lost card which You fail to report to the police and the issuing authority within 24 hours after discovery of the loss. b. any loss unless You have complied with the terms and conditions of the issuing authority. c. Any loss following fraudulent use of the card by anyone related to or residing with the cardholder.
20. Replacement of locks We will pay for the cost of replacing keys and locks or lock mechanisms to: i. external doors and windows of the Private Residence ; ii. a safe within or an intruder alarm in such residence; following the loss or theft of their keys. We will not pay more than €750 for any one claim. We will only pay for any one claim under this Section 2 – Contents or under Section 1 – Buildings if both sections are insured.	
21. Loss of metered water and of oil We will pay for loss of domestic heating oil and metered water following accidental damage to the fixed water installation or fixed heating installation. We will not pay more than €500 in any one Period of Insurance .	

<p>22. Documents Loss or damage covered by Causes 1-11 to documents (other than Money) while:</p> <ul style="list-style-type: none"> i. within the main building of the Private Residence; or ii. deposited for safe custody in any bank safe deposit or bank or lawyers' safe or strongroom anywhere in the world. <p>We will not pay more than €750 for any one claim.</p>	<p>22. Loss or damage specifically excluded elsewhere under this Section 2 – Contents.</p>
<p>23. Visitors' personal effects Loss or damage covered by Causes 1-11 to visitors' Personal Effects while contained in the Private Residence. We will not pay more than €750 for each visitor for any one claim.</p>	<p>23. Loss or damage specifically excluded elsewhere under this Section 2 – Contents.</p>
<p>24. Domestic staff's personal effects Loss or damage covered by Causes 1-11 to Domestic Staff's Personal Effects while contained in the Private Residence. We will not pay more than €750 for each member of Domestic Staff for any one claim.</p>	<p>24. Loss or damage specifically excluded elsewhere under this Section 2 – Contents.</p>
<p>25. Home entertainment equipment Accidental damage occurring in the Private Residence to:</p> <ul style="list-style-type: none"> i. television sets (including digital and satellite receivers); ii. audio equipment; iii. dvd/video players and recorders; iv. computer equipment; v. games consoles; vi. electronic Business Equipment owned by You or for which You are legally responsible. <p>We will not pay more than</p> <ul style="list-style-type: none"> ▪ €2,500 for any one claim on any single article; ▪ €5,000 any one claim in total for Business Equipment. 	<p>25. Damage:</p> <ul style="list-style-type: none"> a. specifically excluded or specifically provided for elsewhere under this Section 2 – Contents; b. to records, discs, cassettes, tapes, films, remote control transmitters and detached components; c. to equipment designed to be portable while it is being transported, carried or moved e.g. laptop computers, compact disc players, portable televisions; d. by fluctuations of electricity unless resulting from Causes 1-11 or from accidental causes outside the Private Residence; e. by chewing, scratching, tearing or fouling by domestic pets.
<p>26. Frozen food Loss or damage to food in the cold chamber of any refrigerator or deep freeze cabinet which is made unfit for human consumption by</p> <ul style="list-style-type: none"> i. a change in temperature ii. contamination by refrigerant or refrigerant fumes. <p>The refrigerator or deep freeze must be</p> <ul style="list-style-type: none"> ▪ in the Private Residence; and ▪ owned by You or Your responsibility but not held for business or trade purposes. <p>We will not pay more than €750 in any one Period of Insurance.</p>	<p>26. Loss or damage resulting from:</p> <ul style="list-style-type: none"> a. Your deliberate act or that of any electricity supplier; b. strike, lock-out or industrial dispute.
<p>27. Emergency entry Loss or damage to the Contents caused when the fire, police or ambulance service has to force an entry to the Buildings because of a medical emergency involving You or to prevent damage to the Buildings and/or Contents.</p>	
<p>28. Jury service We will pay for loss of earnings and expenses You cannot get back as a result of serving as a juror for a period in excess of 14 days. The most We will pay in respect of any one event is up to €35 per day and the most We will pay in total in any one Period of Insurance is €350.</p>	<p>28.</p> <ul style="list-style-type: none"> a. Cover for any persons other than the Policyholder or their spouse/partner. b. Expenses recovered from any other source. c. Any period of service notified to You prior to inception of this insurance.

<p>29. Prams, buggies and wheelchairs Accidental loss of or damage to Your pram, buggy or wheelchair happening anywhere in Malta. Relative accessories are only covered if they are stolen or damaged with Your pram, buggy or wheelchair. We will not pay more than €750 in any one Period of Insurance.</p>	<p>29.</p> <ul style="list-style-type: none"> a. Tyres or wheels damaged while in use. b. Theft of prams or buggies while left away from the Private Residence unless <ul style="list-style-type: none"> i. in a locked building to which only You have access; or ii. from a locked vehicle which has been broken into by using force and violence. <p>We will only pay for one claim under this Additional Benefit or under any other part of this Section.</p>
<p>30. Sports equipment Accidental loss of or damage to Your Sports Equipment happening anywhere in Malta. We will not pay more than €750 in any one Period of Insurance.</p>	<p>30.</p> <ul style="list-style-type: none"> a. Loss or damage: <ul style="list-style-type: none"> i. to property used primarily for business, trade, professional or employment purposes; ii. while in use to racquets, balls, sticks, bats, clubs, tyres, parachutes, sports clothing, sports eyewear or diving/snorkelling equipment; iii. to pedal cycles while used for racing, pace-making or trials; iv. property more specifically insured by this or any other insurance. b. Theft of pedal cycles left Unattended away from the Private Residence unless <ul style="list-style-type: none"> i. in a locked building to which only You have access; or ii. from a locked vehicle which has been broken into by using force and violence; or iii. secured by a suitable security device to a permanent structure or to a motor vehicle.
<p>31. Lost pet We will pay the cost of advertising in Malta if Your pet dog is stolen or lost in Malta. We will also pay the cost of a reward to recover Your pet dog alive and in good health if it is lost or stolen. The most We will pay is €125 any one claim in respect of advertising and €250 any one claim in respect of a reward.</p>	<p>31.</p> <ul style="list-style-type: none"> a. Any reward to You or any person living with You. b. Any claim where You have not reported the lost or stolen pet to the police within 24 hours of discovery. c. Any claim for advertising where You do not present Us with copies of the adverts and receipts for adverts placed. d. Any claim for a reward where You do not present Us with a receipt giving Us the full name and address of the person who found the pet.

Accidental Damage Extension

Your Schedule will show if this Additional Benefit has been chosen

What is covered	What is not covered (specific exclusions) See also General Exclusions
<p>32. Accidental loss or damage to Contents while they are in the Private Residence.</p>	<p>32.</p> <ul style="list-style-type: none"> a. Accidental loss or damage: <ul style="list-style-type: none"> i. specifically excluded or specifically covered elsewhere under this Section; ii. to food, drink, plants, contact lenses and clothing; iii. to articles of china, glass, porcelain, earthenware or stone (or other articles of a similarly brittle material) while being handled or actively used; iv. by chewing, scratching, tearing or fouling by domestic pets; v. by fluctuations of electricity unless resulting from Clauses 1-11 or from accidental causes outside the Private Residence. b. The first €125 of each and every loss.

Section 3- Personal Belongings

Your schedule will show if this section has been chosen.

What is the most We will pay?

We will not pay more in total for any one claim than the Personal Belongings Sum Insured shown in the **Schedule**. In addition, if **You** have chosen the Unspecified Personal Effects Extension, **We** shall pay any amount payable under the extension subject to its limits.

However

- the most **We** will pay for any specified item is limited to the relevant Sum Insured shown on the **Schedule**; and
- the most **We** will pay in respect of unspecified **Jewellery** and watches (if cover applies) is
 - €350 any one article; and
 - The relevant Sum Insured shown on the **Schedule** in total any one claim.

If the Personal Belongings Sum Insured combined with the Contents Sum Insured is less than the **Full Value**, the sum paid by **Us** in respect of any claim under this section will be limited in the same proportion as the sum of the above-mentioned sums insured bears to the **Full Value** of the property at the time of the incident leading to a claim.

What is covered

Accidental loss or damage to:

- i. individually specified **Valuables, Personal Effects** and other items as shown on the Personal Belongings Specification forming part of the **Schedule**;
- ii. (if applicable as shown on the **Schedule**) unspecified **Jewellery** and watches belonging to **You** while in **Malta** or while in **Your** possession and temporarily moved to anywhere else in **Europe** for up to 15 consecutive days (If cover applies anywhere in the world this will be explained in the Personal Belongings Specification).

If **Your Schedule** shows that the Unspecified Personal Effects Extension has been chosen, **We** will also pay for accidental loss or damage to unspecified **Personal Effects** (excluding **Sports Equipment**, portable computers, mobile phones, personal organizers, portable digital audio equipment, hearing aids, musical instruments and contact lenses) belonging to **You** while in **Malta** provided that the most **We** will pay in respect of unspecified **Personal Effects** is

- €300 any one article;
- €700 in total in any one **Period of Insurance**.

What is not covered (specific exclusions)

See also General Exclusions

- a. Loss or damage:
 - i. to property used primarily for business, trade, professional or employment purposes except for mobile phones and computers;
 - ii. to documents of any type;
 - iii. while in use to racquets, balls, sticks, bats, clubs, tyres, parachutes, sports clothing, sports eyewear or diving/snorkelling equipment;
 - iv. to films, tapes, records, cassettes, cartridges or discs;
- b. Loss or damage by Causes 4, 5, 6, 7 and 10 of Section 2 – Contents while Your **Private Residence** is **Unoccupied**.
- c. Loss or damage specifically covered elsewhere under this policy or to property more specifically insured by any other insurance.
- d. The first €35 of each and every loss in respect of any unspecified items.
- e. Loss or damage by chewing, scratching, tearing or fouling by domestic pets.
- f. Loss or damage during removals or while in a furniture store, sales room or exhibition hall.
- g. Theft of
 - i. any property from the **Private Residence**
 - if it is occupied in whole or in part by anyone other than **You**, or
 - when it is used to receive visitors in connection with **Your** business, trade, profession or employment, unless theft is accompanied by forcible and violent entry to or exit from the **Private Residence**;
 - ii. any property while left **Unattended** in an unlocked hotel room;
 - iii. **Valuables** from an **Unattended** motor vehicle;
 - iv. other property in an **Unattended** motor vehicle unless stolen from
 - a locked and concealed boot; or
 - a locked and concealed luggage compartment; or
 - a closed glove compartment
 of a locked vehicle which has been broken into by using force and violence.

Section 4 - Personal Liability

We automatically include this section free of charge but if Section 2 – Contents is not insured, Subsection 4.1 – Liability to the Public will cover **You** only in respect of liability arising from the ownership of the Private Residence (including its land) and Subsection 4.2 – Liability to Domestic Staff will not apply.

Subsection 4.1 – Liability to the Public

What is the most We will pay?

We will not pay more than €1,000,000 in respect of all compensation, costs and expenses for any claim or series of claims arising from any one event or one source or original cause.

What is covered

Any amount that **You** become legally liable to pay as compensation (including claimant's costs and expenses) in respect of accidental

- i. death, bodily injury or illness of any person not **Your** employee;
- ii. damage to material property not belonging to **You** or in **Your** custody or control or in that of **Your Domestic Staff**; occurring in **Malta** during the **Period of Insurance** and arising from:
 - a. the ownership and occupation of the **Private Residence** (including its land); or
 - b. **Your** private pursuits (other than the ownership or occupation of any land or building); or
 - c. **Your** employment of **Domestic Staff**.

We will also pay all costs and expenses agreed by **Us** in writing.

If **You** die, **Your** legal personal representatives will have the benefit of this section for liability incurred by **You** for an event covered by this section.

What is not covered (specific exclusions)

See also General Exclusions

Legal liability to pay compensation or costs arising from:

- a. **Your** death, bodily injury or illness;
- b. any wilful or malicious act;
- c. any trade, business, profession or employment other than the lodging of students in the **Private Residence** while **You** are still living in it;
- d. the ownership, possession or use of
 - i. mechanically or electrically propelled vehicles (which includes motor cycles and children's motor cycles and motor cars) but **You** are insured in respect of domestic gardening equipment, electrical bicycles and toys and wheelchairs;
 - ii. caravans or trailers;
 - iii. aircraft (including model aircraft);
 - iv. watercraft other than hand or foot-propelled water craft, sailboards and surf boards, toy and model watercraft;
 - v. hovercraft;
 - vi. firearms;
 - vii. animals other than domestic dogs and cats and horses used for private hacking (No cover is however provided for any liability arising from Pit-Bull Terriers, Japanese Tosa, Dogo Argentino and Fila Brazilihero dog breeds or any other dog bred or cross-bred to have the physical and behavioural characteristics of a fighting dog);
- e. the transmission of any communicable disease or virus;
- f. any agreement or contract unless liability would have existed otherwise.
- g. the ownership of any land or building but if Section 1– **Buildings** is operative, **We** will cover liability arising from the **Buildings** referred to in Section 1– **Buildings**.

Subsection 4.2 – Liability to Domestic Staff

Applies only if Section 2 – Contents has been chosen.

What is the most We will pay?

We will not pay more than €2,500,000 in respect of all compensation, costs and expenses for any claim or series of claims arising from any one event or one source or original cause.

What is covered	What is not covered (specific exclusions)
<p>Any amount that You become legally liable to pay as compensation (including claimant's costs and expenses) in respect of accidental death, bodily injury or illness of any Domestic Staff occurring in Malta during the Period of Insurance.</p> <p>We will also pay all costs and expenses agreed by Us in writing.</p> <p>If You die, Your legal personal representatives will have the benefit of this section for liability incurred by You for an event covered by this section.</p>	<p>See also General Exclusions</p> <p>Your legal liability to pay compensation or costs for death, bodily injury or illness sustained by any Domestic Staff when</p> <p>a. the Domestic Staff are:</p> <ol style="list-style-type: none">carried in or upon a motor vehicle; orgetting onto or entering or alighting from a motor vehicle <p>where such death, bodily injury or illness is caused by or arises out of the use by You of a motor vehicle on a road. For the purposes of this exception the expressions "road" and "motor vehicle" shall have the same meaning as in the Maltese Motor Vehicles Insurance (Third Party Risks) Ordinance or any replacement legislation;</p> <p>b. the liability arises from:</p> <ol style="list-style-type: none">the transmission of any communicable disease or virus; orany agreement or contract unless liability would have existed otherwise.

Section 5 – Personal Accident

Definitions

Hazardous Pursuits

means racing (other than on foot or while swimming), motor rallies and motor competitions, winter sports, boxing, bungee jumping, canoeing at grade 4 or above, caving or cave diving, canyoning, rock climbing or mountaineering requiring the use of guides or ropes, extreme sports of any kind, expeditions, gliding, gymnastics, hang gliding, high diving, horse riding in competitions, hot air ballooning, hunting, jet skiing, karate, kayaking, martial arts, micro lighting, parachuting, paragliding, parapenting, polo, pot holing, rafting, rugby, shark diving, sky diving, sky surfing, underwater activities requiring the use of artificial breathing apparatus or wrestling.

Insured Person

means, for the purposes of Subsection 5.1, the Policyholder and his/her spouse (or domestic partner) normally residing with the Policyholder.

However, for the purposes of Subsection 5.2, an insured person is anyone of **You** specifically listed on the **Schedule** as an insured person.

Loss of Limb

means loss by severance of an entire hand or foot or the total and permanent loss of use of an entire hand or foot.

Loss of Sight

means total irrecoverable loss of sight.

Medical Expenses

means any medical expenses (including hospital and nursing home fees, operation and other medical and nursing fees, cost of surgical appliances, medical supplies and the costs of ambulance hire) necessarily incurred in connection with any **Accidental Bodily Injury**.

Permanent Partial Disablement

means disablement which is beyond reasonable hope of improvement having lasted for a continuous period of 24 months and which partially prevents the **Insured Person** from attending to any occupation or paid work.

Permanent Total Disablement

means disablement which is beyond reasonable hope of improvement having lasted for a continuous period of 24 months and which totally prevents the **Insured Person** from attending to any occupation or paid work. This includes:

- **Loss of two or more Limbs;**
- **Loss of Sight** in both eyes; or
- **Loss of one Limb** combined with **Loss of Sight** in one eye.

Temporary Total Disablement

means disablement of an **Insured Person** from attending to his or her usual occupation or, where the **Insured Person** is not gainfully employed, disablement which necessarily confines him or her to a hospital, nursing home or similar establishment or to a private residence.

Subsection 5.1 – Automatic Cover

We automatically include this subsection free of charge when Section 2 – Contents is chosen

What is the most We will pay?

We will not pay more in total than €12,000 in respect of any one **Insured Person** in any one **Period of Insurance**.

What is covered	What is not covered (specific exclusions)
<p>If the Insured Person suffers Accidental Bodily Injury anywhere in the world during the Period of Insurance which directly results within 12 months of its occurrence in either: death; or</p> <ul style="list-style-type: none">▪ Loss of two or more Limbs; or▪ Loss of Sight in both eyes; or▪ Loss of one Limb combined with Loss of Sight in one eye; <p>We will pay €12,000 to the Insured Person or to the deceased's legal personal representatives in the case of death.</p>	<p>See also General Exclusions</p> <p>We will not pay:</p> <ol style="list-style-type: none">a. where the Insured Person is<ol style="list-style-type: none">i. under the age of 18; orii. 71 years or overat the time of the occurrence;b. for Accidental Bodily Injury consisting solely of or directly or indirectly resulting from or relating to existing defect/s or condition/s or any illness, disease or disorder including, but not restricted to, insanity, venereal disease, Human Immunodeficiency Virus (HIV) and/or AIDS and/or any mutant derivatives or variations thereof;c. for Accidental Bodily Injury arising directly or indirectly from the Insured Person's engagement in or practice of:<ol style="list-style-type: none">i. any trade, business, profession or employment;ii. flying except as a fare paying passenger in a fully-licensed passenger-carrying aircraft;iii. Hazardous Pursuits;d. for Accidental Bodily Injury arising directly or indirectly from the Insured Person's<ol style="list-style-type: none">i. use, as a driver or passenger, of a motorised two or three wheeled vehicle or of a quad-bike;ii. wilfully self-inflicted injury or illness, suicide or attempted suicide, solvent abuse, alcohol abuse, use of drugs (other than drugs taken in accordance with treatment prescribed and directed by a medical practitioner, but not for the treatment of drug addiction), self-exposure to needless peril (except in an attempt to save human life), unlawful acts;iii. undertaking regular or temporary military or police duties;iv. undergoing a medical or surgical procedure.

Subsection 5.2 – Optional Wider Cover

Your Schedule will show whether this subsection has been chosen and if applicable You will be provided with the relevant supplement.

Section 6 – Caravan

Your Schedule will show whether this section has been chosen and if applicable You will be provided with the relevant supplement.

Section 7 – HomeHelp

Emergency 24/7 Assistance in Your Home

We automatically include this section free of charge. No benefit shall be payable unless the Approved Contractor has been notified by You or a person calling on Your behalf through the 24 hour HomeHelp telephone number 21 222 333.

Definitions

Approved Contractor

means the person/s or company appointed by **Us** to provide assistance and guidance together with the carrying out of **Emergency Repairs**.

Emergency

means a result of a sudden and unforeseen event at the **Private Residence** that, if not dealt with quickly will:

- expose **You** or anyone else in the **Private Residence** to a health risk; or
- cause a risk of or loss of or damage to the **Private Residence** and/or any of **Your** belongings.

This definition includes permanent and irreplaceable loss of all keys required to gain access to the **Private Residence** but not **Outbuildings**.

Emergency Repairs

mean work undertaken by the **Approved Contractor** to resolve the **Emergency** by completing a **Temporary Repair**.

Outbuildings

are sheds, greenhouses, guests' quarters and other buildings which do not form part of the structure of the main building of **Your Private Residence** and are used or occupied for domestic purposes.

Period of Insurance

means the dates shown on the **Schedule**.

Permanent Repair

means repairs and/or work required to put right the damage caused to the **Private Residence** by an **Emergency**.

Temporary Repair

means a repair that will resolve the **Emergency** but may need to be replaced by a **Permanent Repair**.

How do We settle claims and what is the most We will pay?

Our **Approved Contractor** shall accept **Your** call and advise **You** how to protect **Yourself** and the **Private Residence** immediately. The **Approved Contractor** will then carry out **Emergency Repairs** if necessary. **We** will pay for telephone assistance, callout, labour, parts and materials and VAT and **We** will pay the **Approved Contractor** directly. **We** will, however, not pay benefits in respect of more than 3 incidents in any one **Period of Insurance** subject also to a maximum of €200 any one incident. In the event that repairs exceed the limit above, **You** will be responsible for the difference unless such repairs become payable as an insurable loss under any other section of this **Policy**.

What is covered

Emergency incidents that are covered by this section are:

1. plumbing problems related to:
 - i. leaking water pipes or fixed water installations; or
 - ii. leaking or blocked drains; or
 - iii. leaking sanitary fixtures and fittings within the **Private Residence**;
2. failure of the electrical supply within the **Private Residence** affecting all sockets and/or lighting on one or more levels;
3. loss or theft of or damage to **Your** only key to the **Private Residence** where there is no other available key and **You** are not able to gain any access to the **Private Residence**;
4. broken or damaged windows and doors (including locks thereto) presenting a security risk to the **Private Residence** or where **You** are not able to gain any access to the **Private Residence**.

What is not covered (specific exclusions)

See also **General Exclusions**

1. Claims arising directly or indirectly from or relating to the following:
 - a. external water supply pipes;
 - b. external/public electricity supply;
 - c. electrical supply to, or failure of burglar/fire alarm systems, CCTV surveillance or to swimming pools and their plumbing or filtration systems;
 - d. septic tanks;
 - e.
 - i. burst or leaking flexible hoses; or
 - ii. leaking washing appliances that are fitted with a stop tap;
 - f. a leaking or dripping tap that needs a new washer;
 - g. floods, earthquake, subterranean fire, subsidence, landslide, ground heave, settlement or shrinkage;
2. cost of replacement parts due to corrosion, natural wear and tear and hard water scale deposits;
3. cost of parts other than those required to stop the **Emergency**;
4. loss of keys for **Outbuildings** and garages;
5. cost and expenses in respect of maintenance services;
6. replacement of external overflows or replacing of cylinders, tanks, boilers, radiators and sanitary ware;
7. loss or damage arising from circumstances known to **You** prior to the effective date of this Section;
8. loss or damage arising from disconnection or interruption of mains services by the deliberate act of the utility company concerned or any equipment or services which are the responsibility or property of the utility company;
9. any cost relating to the attempted repair by **You** or **Your** own contractor;
10. any emergency in the **Private Residence** if it is **Unoccupied**.

Endorsements

Only operative if indicated in the Schedule and not subsequently deleted

Except to the extent that terms are altered by the following **Endorsements** cover is still subject to the rest of the terms of this policy. Other **Endorsements** may also apply.

HPL2a – Lien Clause

The interest of the financial institution/corporate body listed in the **Schedule** under “Endorsements Applicable” is noted in Section 1 – Buildings of **Your** policy. Any loss under this section of the policy is payable to the financial institution/corporate body listed in the **Schedule** as their interest may appear and their receipt for any money paid in this way will discharge **Us** from any further obligations in respect of such loss.

HPL3 – Alarm Condition applicable to Section 2 – Contents and Section 3 – Personal Belongings

We shall not pay any claim in respect of theft from the **Private Residence** unless the burglar alarm installed at the **Private Residence** is properly set and functioning every time the said **Private Residence** is **Unattended**.

You must maintain the said alarm in a good working condition and correct any faults straight away.

This clause shall not apply if the alarm is not functioning due to a defect which has been notified to the installer in writing immediately on its occurrence.

HPL4a – Safe clause applicable to Section 2 – Contents and Section 3 – Personal Belongings

Except in the case of a hold up, theft from the **Private Residence** of items of **Jewellery** with a sum insured over the Item Safe Limit shown in the **Schedule** under “Endorsements Applicable” shall only be covered if following forcible entry into a securely locked safe which **We** have approved.

HPL5 – Restricted Theft Cover - Cause 7 to Section 2 – Contents is restated as follows:

What is covered	What is not covered (specific exclusions)
7. Theft or attempted theft	7. Loss or damage <ol style="list-style-type: none"> a. to Contents in the open except as provided by Additional Benefit 13 – Contents Removed to the Garden. b. unless theft is accompanied by forcible and violent entry into or exit from the Private Residence.

HPL6a – Extension of unoccupancy periods

The **Private Residence** is considered **Unoccupied** when

- it is not being normally lived in by **You** or by anyone else with **Your** permission; or
- it is without sufficient furniture and furnishing for normal living purposes

for the period of consecutive days or more referred to in the **Schedule** under “Endorsements Applicable”.

(see proviso below regarding **Valuables**)

It is agreed that during such time as the **Private Residence** is **Unoccupied** for more than 90 consecutive days:

- a. the water supply must be turned off at the main stop cock;
- b. the **Incident Excess** is deemed to be €125;
- c. theft of **Valuables** from the **Private Residence** is not insured under any section of this policy.

HPL7 – Buildings Under Construction

It is agreed that the **Buildings** are still in the course of construction.

In consequence of the above

- a. under Section 1 – Buildings:
 - i. the **Incident Excess** is deemed to be €125;
 - ii. Causes 3 (Storm or flood) and 7 (Theft or attempted theft) are deleted;
 - iii. Additional Benefits 13 till 20 and (if applicable) 21 are deleted;
- b. Section 4 – Personal liability is deleted.

HPL8 – Jewellery Overhaul Clause applicable to Section 3 – Personal Belongings

It is warranted that the settings and/or clasps of any item of **Jewellery** insured under Section 3 – Personal Belongings and exceeding €7,500 in value, be checked by a competent jeweller every three years and any defects immediately remedied and written evidence of such examination must be produced at the time of any claim on such item/s.

Data Protection Statement

Atlas Insurance PCC Limited (hereinafter “Atlas”) is the controller of personal data held about **You** or relating to **You** and/or to any other person/s whom **You** insure with Atlas (hereinafter “Others”), under the terms of the Data Protection Act (hereinafter the “Act”). By completing the Proposal Form and purchasing and/or renewing this Policy with Atlas, **You** and Others accept the terms of this Statement. **You** hereby warrant that **You** have presented this statement to “Others” and have obtained their necessary explicit verbal consent to:

- a. the processing of any information by Atlas and/or by any other subsidiary companies of Atlas or Atlas Holdings Limited (hereinafter the “Group”) which constitutes personal data in terms of the Act, insofar as such processing relates to (but not limited to) underwriting and administration of the insurance proposal and policy, handling and settling of claims, detecting and prevention of fraud and the keeping of statistics;
- b. the disclosure by the Group of personal data held by them to other insurers or to persons acting on their behalf and/or instructions, including (but not limited to) the Malta Insurance Association, insurance intermediaries, credit reference agencies, the Malta Insurance Fraud Platform and other appointed experts, together with the Commissioner of Police and any public or private hospital or clinic, other healthcare provider of any kind or any person, body or authority authorised by law to receive personal data;
- c. the above mentioned third parties, and other third parties legally entitled to communicate such data, disclosing relevant personal data to the Group and processing such data as described in paragraph (a) above;
- d. the Group informing **You** and Others of its products and services by any means. **You** understand and have explained to Others that **You** or Others may inform Atlas in writing if **You** or Others do not wish to receive such information;
- e. the recording of telephone calls for training, security and quality control purposes.

You also confirm that **You** understand (and have explained to Others) that **You** have the right to submit a written and signed request for access to or rectification of data held by the Group and that **You** and Others are aware that the full details of Atlas’ Data Protection Policy, updated from time to time, may be found on http://www.atlas.com.mt/Legal/Data_Protection.aspx

If You are not satisfied with Atlas Insurance PCC Limited

With the best will in the world, concerns about some aspects of our service may arise. Please help us to resolve **Your** concerns as quickly as possible by following this process.

Please remember to quote Your policy and/or claim number on all correspondence.

How We deal with Your concerns

You can communicate with **Us** about **Your** concerns in writing by any reasonable means and this will always be free of charge. **We** assure **You** that feedback is always welcome as it enables **Us** to identify ways to improve **Our** service, and rest assured that **We** will always treat **You** fairly, equally and promptly. **We** will keep **Your** records in accordance with the Data Protection Act and **You** have the right to request information about the progress of **Your** concerns.

What You should do

Atlas staff have training and authority to settle problems and will do everything they can to help. They should be **Your** first point of contact.

In the unlikely event that **Your** complaint is unresolved, please write to:

The Customer Care Manager

Atlas Insurance PCC Limited
48-50 Ta’ Xbiex Seafront
Ta’ Xbiex XBX 1021 or email on insure@atlas.com.mt

who will investigate the matter independently. The Customer Care Manager will:

- acknowledge **Your** concern within 3 working days;
- explain how Atlas will handle **Your** complaint and who **Your** contact person will be;
- explain what, if anything, **You** need to do;
- send **You** a copy of the Atlas Complaints Procedure if **You** do not already have a copy of it;
- give **You** a reply to **Your** concern within 15 days. If **We** are still unable to conclude within this time period **We** will write to **You** explaining why.

If You are still not satisfied

Individuals and micro enterprises may refer their issues to the Financial Services Arbiter (Office of the Arbiter for Financial Services, 1st Floor, St Calcedonius Square, Floriana FRN 1530, Malta, telephone 8007 2366 or 21 249 245 or complaint.info@financialarbiter.org.mt).

The Office of the Arbiter will expect **You** to have a final reply from **Us** in writing before they accept your case, so please do have this from **Us** before you approach them.

Issues related to online purchases

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If you choose to submit your complaint this way, it will be forwarded to an Alternative Dispute Resolution (ADR) entity which will handle the case entirely online and will reach an outcome in 90 days. Please visit <https://ec.europa.eu/consumers/odr/> to access the Online Resolution Service. Please quote our email address insure@atlas.com.mt.



Head Office 47-50 Ta' Xbiex Seafront 23 43 53 63 insure@atlas.com.mt
Ta' Xbiex (Branch & Finance) Abate Rigord Street 21 322 600
Paola Regional Office 87-89 Valletta Road 21 668 669 paola@atlas.com.mt
Birkirkara 1 Psaila Street 21 492 000 bkara@atlas.com.mt
Bormla 55 Gavino Gulia Square 21 800 880 bormla@atlas.com.mt
Luqa Skyparks Business Centre Malta International Airport 21 68 68 68 skyparks@atlas.com.mt
Mosta 94 Constitution Street 21 422 082 mosta@atlas.com.mt
Qormi Pavi Shopping Complex Manwel Dimech Street 21 444 010 qormi@atlas.com.mt
Rabat Vjal il-Haddiem 21 450 555 rabat@atlas.com.mt
San Gwann Naxxar Road c/w Bernardette Street 21 380 020 sangwann@atlas.com.mt
St Paul's Bay 2 Toni Bajada Street 21 578 000 stpaulsbay@atlas.com.mt
Zebbug 148 Vjal Il-Helsien 21 462 000 zebbug@atlas.com.mt

Atlas Insurance PCC Limited is a cell company authorised by the Malta Financial Services Authority to carry on general insurance business. The non-cellular assets of the company may be used to meet losses incurred by the cell in excess of their assets.



Intermediary

