

Motoring

AtlasMotoringPolicy



Atlas Motoring Policy

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Quick Reference Guide

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Your Contract of Insurance

Thank you for insuring with Atlas.

This Policy and the information You have provided to Us (including information given on-line and/or on a Proposal Form) form the contract of insurance. You are required to update Us with any changes to Your information either via Our website, by visiting any of Our offices or by emailing or calling Us.

Additional charges/refunds will apply depending on the change. In return for Your premium, We will provide the cover shown in Your Policy for accident, injury, loss or damage that happens within the Geographical Area during the Period of Insurance.

This Policy document gives details of Your cover and it should be read along with Your Schedule and Certificate of Motor Insurance. Please take time to read through these documents that contain important information about the details You have given Us. You should also show Your Policy to anyone else who is covered by it.

For this contract to be valid, all the information that You have given Us must be true and complete to the best of Your knowledge and belief. You must 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 (including if Your Motor Vehicle belongs to anyone other than You or is sold or intended to be sold to anyone or is being used regularly by any other person). If You do not do so then Your insurance may not protect You in the event of a claim.

You and We are free to choose the laws applicable to this contract. In the absence of a written agreement to the contrary this Policy shall 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.

The parties to this contract are You and Us. This does not affect any right or remedy of a third party which exists or is available under Legislation.

If

- there is a dispute on the choice of the Lawyer under Section J; or
 - We have accepted a claim under any other section and there is a disagreement over the amount to be paid,
- 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.

Your Cover

The following sections or sub-sections are applicable depending on the Limitations as to Use of Your Motor Vehicle and Type of Cover you have chosen. Some sections or sub-sections of this Policy are optional and do not apply unless shown in Your Schedule.

Sections	Section Heading	Type of Cover as shown on the Schedule		
		Comprehensive	Third Party Fire and Theft	Third Party Only
Section A	Damage to Your Motor Vehicle	All vehicles	<i>Not applicable</i>	<i>Not applicable</i>
Section A1	Purchase Price Gap	Optional – Private Cars	<i>Not applicable</i>	<i>Not applicable</i>
Section B	Fire and Theft	All Vehicles	All vehicles	<i>Not applicable</i>
Section B1	Purchase Price Gap	Applicable only with A1	Optional – Private Cars	<i>Not applicable</i>
Section C	Liability to Other People and Their Property	All vehicles	All vehicles	All vehicles
Section D	Windscreen and Window Damage	Private Cars	<i>Not applicable</i>	<i>Not applicable</i>
Section E	Personal Accident	Private Cars	<i>Not applicable</i>	<i>Not applicable</i>
Section F	F1 – Medical Expenses	Private Cars	<i>Not applicable</i>	<i>Not applicable</i>
	F2 – Personal Belongings	Private Cars	<i>Not applicable</i>	<i>Not applicable</i>
	F3 – Loss of Keys	Private Cars	Private Cars	<i>Not applicable</i>
	F4 – Child Seat Cover	Private Cars	Private Cars	<i>Not applicable</i>
	F5 – Recovery of Motor Vehicle following an Accident	Private Cars	Private Cars	<i>Not applicable</i>
	F6 – European Emergency Roadside Assistance	Private Motor Cycles	Private Motor Cycles	Private Motor Cycles
Section G	Geographical Area and Foreign Use	Refer to the Section for full details of the cover applicable		
Section H	No Claim Discount	Applicable in accordance with the latest version of Our declared No Claim Discount rules		
	H1 – Optional Protection of No Claims discount	Optional – Private Cars	<i>Not applicable</i>	<i>Not applicable</i>
Section I	I1 – Free Courtesy Car	Private Cars	<i>Not applicable</i>	<i>Not applicable</i>
	I2 – Optional Courtesy Car	Optional - Private Cars	<i>Not applicable</i>	<i>Not applicable</i>
	I3 – Free Increased Courtesy Car Limit	Private Cars	Private Cars	<i>Not applicable</i>
	I4 – Optional Replacement Commercial Vehicle	Optional - Commercial Vehicles	<i>Not applicable</i>	<i>Not applicable</i>
Section J	Recovery of Uninsured Losses	Private Cars	Private Cars	<i>Not applicable</i>
Section K	K1 – Atlas RoadAssist	Private Cars & Motor Cycles Optional - Commercial Vehicles	Optional	Optional
	K2 – Atlas RoadAssist Outside Malta	Optional	Optional	Optional

Definitions

Wherever the following words or phrases appear in Your Policy, they will have the meaning given below unless stated otherwise:

Accessories

Parts or products specifically designed to be fitted to Your Motor Vehicle, including spare parts but excluding child car seats.

Alternative Parts

Parts that are recycled from other Motor Vehicles (including parts denoted by the motor trade industry as 'used') and non-original parts.

Authorised Driver

Any person driving Your Motor Vehicle with Your permission as allowed by Us in the Schedule and/or Certificate.

Certificate

The Certificate of Motor Insurance which provides evidence that You have taken out insurance as required by Legislation.

Designated States

This means Andorra, San Marino, Switzerland, the United Kingdom, the Vatican City and the countries that are member states of the European Economic Area (EEA) excluding Malta.

Endorsement

A document We issue showing changes to the terms of the Policy.

Excess(es)

The amount You must pay towards any claim even if the incident is not Your fault. The Excess is the first part of any payment of a claim. The relevant Excess depends on the age of the person driving the Motor Vehicle at the time of loss or damage and on the section under which the claim is being made. The Excesses applicable to this Policy are shown on the Schedule and/or in the relevant sections or sub-sections or by Endorsement. In the event that more than one relevant Excess applies to a single occurrence, the highest Excess will apply.

Foreign Bureau

This means a foreign bureau as defined in Legislation.

Geographical Area

Malta.

Green Card

A document required by certain non-European Union countries to provide proof that You have the minimum insurance cover required by law to drive in that country.

Hazardous Goods

- High explosives such as nitro-glycerine; dynamite or other similar explosives;
- Pyrotechnic materials;
- Bulk supplies of liquefied petroleum or gasoline;
- Gases or chemicals in liquid, compressed or gaseous form other than Liquefied Petroleum Gas cylinders up to 25 kg.

Key (s)

A key, fob key, entry card or other device designed and made by the vehicle manufacturer to access and start Your Motor Vehicle

Legislation

The Motor Insurance (Third Party Risks) Ordinance (Cap 104 of the Laws of Malta) or any law replacing or amending the said law and any regulations issued under the said law or any law replacing or amending it.

Limitations as to Use

Use of the Motor Vehicle as shown on the Certificate and Schedule and as defined below:

Agricultural

When the Motor Vehicle's Limitations as to Use are described on the Schedule as Agricultural, these shall mean:

- Use for agricultural purposes;
- Use for social domestic and pleasure purposes.

Commercial – Own Goods/General

When the Motor Vehicle's Limitations as to Use are described on the Schedule as Commercial – Own Goods/General, these shall mean:

- Use as a goods carrying vehicle for general cartage or for the carriage of Your own goods when such use is in connection with Your business;
- Use for the carriage of passengers (other than for hire or reward) in connection with Your business;
- Use for social domestic and pleasure purposes.

Cars for Hire

When the Motor Vehicle's Limitations as to Use are described on the Schedule as Cars for Hire, these shall mean:

- Use for the carriage of passengers or goods in connection with Your business;
- Use for social domestic and pleasure purposes and business purposes.

Leasing

When the Motor Vehicle's Limitations as to Use are described on the Schedule as Leasing, these shall mean:

- Use for the carriage of passengers or goods in connection with Your business or Your lessee's business;
- Use for social domestic and pleasure purposes.

Private Car

When the Motor Vehicle's Limitations as to Use are described on the Schedule as Private Car, these shall mean:

- Use for social, domestic and pleasure purposes and for Your or the Authorised Driver's business;
- Use for the towing of any Trailer as long as the towing of such vehicle or Trailer is not done for hire or reward and as long as the Trailer is used in accordance with both the law and Manufacturer's design specifications.

Private Motor Cycle

When the Motor Vehicle's Limitations as to Use are described on the Schedule as Private Motor Cycle, these shall mean:

- Use only for social, domestic and pleasure purposes and for Your or the Authorised Driver's business.

Private Omnibus

When the Motor Vehicle's Limitations as to Use are described on the Schedule as Private Omnibus, these shall mean:

- Use for the carriage of passengers (other than for hire or reward) in connection with Your business;
- Use for social domestic and pleasure purposes.

Self Drive

When the Motor Vehicle's Limitations as to Use are described on the Schedule as Self Drive,

these shall mean:

- Use for the carriage of passengers or goods in connection with Your business;
- Use for social domestic and pleasure purposes.

This Policy does not cover use by any person to whom the Motor Vehicle is hired, for the carriage of passengers for hire or reward.

Special Type

When the Motor Vehicle's Limitations as to Use are described on the Schedule as Special Type, these shall mean:

- Use as a goods carrying vehicle for general cartage or for the carriage of Your own goods when such use is in connection with Your business;
- Use for the carriage of passengers (other than for hire or reward) in connection with Your business;
- Use for social domestic and pleasure purposes.

Lock(s)

The mechanism within Your Motor Vehicle operated by the Key.

Loss of any limb

Severance at or above the wrist or ankle, or the total and permanent loss of use of a hand, arm, foot or leg.

Malta

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

Market Value

The cost of replacing Your Motor Vehicle with another of the same make and model and of a similar age and condition at the time of the accident or loss. In the event of a dispute over the amount of the market value, You must prove that such market value is higher than that estimated by Us.

Motor Vehicle

Any motor vehicle/s insured under this Policy and described in Your current Certificate and Schedule. The Motor Vehicle must be used in accordance with the Limitations as to Use mentioned in the Certificate and Schedule or by Endorsement.

No Claims Discount

A reduction in premium allowed in return for You not making a claim under Your Policy. The amount of the reduction and related rules are determined by Our declared No Claims Discount Rules, the latest version of which forms part of Your Policy.

Operation as a Tool

- In the case of all Motor Vehicles except those fitted with a lifting apparatus:
The use as a tool of Your Motor Vehicle or of plant or apparatus forming part of it or attached to it when such plant or apparatus is not shut down and properly secured for road use;
- In the case of Motor Vehicles fitted with lifting apparatus:
The use as a tool of Your Motor Vehicle or of plant or apparatus forming part of it or attached to it when such plant or apparatus is used for lifting or shifting loads. Use while the Motor Vehicle is driven on a public road while carrying out the above operations shall not be deemed as operation as a tool but injury, loss or damage caused by the load or caused directly by the lifting apparatus shall be considered as an operation as a tool.

Partner

Someone You have been living with (as if You are married to them) for at least six months at the same address.

Personal Belongings

Clothes and other articles of personal use worn or carried by You including sports equipment.

Period of Insurance

The period from the start date (from) to the end date (to) of Your current Policy as shown on Your latest Certificate and Schedule.

Policy

This Policy wording for Your motor insurance together with Your Schedule, Certificate, any Endorsements and Our latest No Claims Discount Rules, which form part of Your Policy.

Private Garage

A self-contained building to which You and members of Your household have access and which is built of stone, brick or concrete.

Proposal Form

- The proposal form that You have completed or has been completed on Your behalf and which You have signed; and/or
- The Statement of Fact which lists the answers to the questions You were asked and the agreement to declarations when applying for this insurance online, and any other information given to Us by You or on Your behalf.

Purchase Price

The invoice price, including registration tax and VAT, of Your Motor Vehicle when purchased by you, including Accessories net of any discount given and excluding warranty charges, insurance premiums and road licence.

Replacement Motor Vehicle

The temporary motor vehicle We will pay for in the event of a claim. This is not intended to be an exact replacement of Your Motor Vehicle but it is simply meant to reduce Your inconvenience and to ensure You remain mobile.

Replacement Motor Vehicle Company

The company We may, at Our option, instruct to provide You with a temporary Replacement Motor Vehicle.

Schedule

The document which identifies the Policyholder and sets out details of Your Policy cover.

State in which Your Motor Vehicle is normally based

This means the territory in which the Motor Vehicle is normally based as defined in Legislation.

Terrorism

The use of force or violence and/or the 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.

Third Country

This means a state other than Malta and which is not a Designated State.

Trailer

Any form of trailer, caravan or any disabled mechanically propelled motor vehicle which is capable of being towed by the Motor Vehicle.

We/Us/Our/Atlas

Atlas Insurance PCC Limited.

You/Your/Insured/Policyholder

The person named as the Policyholder in the Schedule.

Section A – Damage to Your Motor Vehicle

We will pay:

for accidental loss or damage to:

- Your Motor Vehicle;
- its Accessories while in or on Your Motor Vehicle;
- its Accessories in Your locked Private Garage (applicable to Private Cars only).

We may choose to pay:

- for Your Motor Vehicle and/or Accessories to be replaced; or
- for Your Motor Vehicle and/or Accessories to be repaired; or
- an amount equal to the loss or damage.

If Your Motor Vehicle cannot be repaired economically, We will pay for it to be moved to a place of free and safe storage indicated by You. The salvage of Your Motor Vehicle will become Our property after settlement.

We may choose to pay for Your Motor Vehicle to be repaired with Alternative Parts, where appropriate, including where Your Motor Vehicle is five years old or more at the time of the accidental loss or damage.

If any lost or damaged parts are no longer available, We will pay an amount equal to the price shown in the manufacturer's latest price guide (or that of the manufacturer's agents) in the country where Your Motor Vehicle is held for repair, together with reasonable fitting costs. If no such price guide exists, We shall pay an amount equal to the price last obtaining at the manufacturer's works plus the reasonable cost of transport (other than by air) to the country where Your Motor Vehicle is held for repair, together with relative import duty or tax and reasonable fitting costs.

If You have bought Your Motor Vehicle under a finance or hire purchase agreement, or are leasing it, any money owed to the company or bank involved will be paid directly to that company or bank first and any balance of the agreed settlement sum will then be paid to You.

Replacement Gap Benefit – applicable to Private Cars

If Your Private Car is within 12 months from its first registration, and You have been the first and only registered keeper and legal owner, We will pay to have it replaced with a new one of the same make and model if it has suffered damage covered by this section and the cost of repairing it will be more than 60% of the Purchase Price.

We can only do this if a replacement Private Car is available in Malta and anyone else who has an interest in Your Private Car agrees.

If a suitable replacement Private Car is not available, We will settle the claim by one of the other methods shown above.

The most We will pay:

- In the case of a claim under the Replacement Gap Benefit above, We will not pay more than 110% of the Purchase Price, less the Excess;
- In respect of other claims, We will not pay more than the lesser of
 - the Market Value of the Motor Vehicle at the time of the loss; and
 - Insured's Estimate of Value noted on the Schedule less the Excess.

We will also pay:

for the unused portion of the unexpired road licence of Your Private Car:

- if Your Private Car is declared a write-off and deregistered; and

- You are unable to obtain a refund from Transport Malta, from the time that Your Private Car has been declared a write-off up to the expiry date of the road licence.

We will not pay for (See also General Exceptions):

1. the sum of the relevant Excess;
2. loss or damage to any Trailer;
3. wear and tear, any loss of value including following repair; rust or corrosion;
4. loss of road licence or fuel;
5. any part of a repair or replacement which improves Your Motor Vehicle beyond its condition before the loss or damage took place;
6. any mechanical, electrical, computer failure or breakdown or breakage;
7. loss or damage resulting from incorrectly maintaining or fuelling Your Motor Vehicle or from the use of substandard fuel, lubricant or parts;
8. damage to tyres caused by braking, punctures, cuts or bursts;
9. loss or damage arising from or in consequence of water freezing in the cooling circulation system of Your Motor Vehicle;
10. loss of use or any other loss, damage or additional expense, (including the cost of any alternative transport under this section) following on from the event for which You are claiming, unless We provide cover under this Policy;
11. loss or damage as a result of theft, attempted theft, fire, lightning or explosion under this section of the Policy;
12. any costs due to loss or damage to Keys (or keyless entry system);
13. loss or damage as a result of overloading or strain;
14. loss or damage caused by overturning as a result of Operation as a Tool.

Where

- Your Motor Vehicle is not to Malta specification (originally manufactured for sale as new in Malta), or
- any part, unit or accessory of Your Motor Vehicle becomes
 - unobtainable or obsolete, or
 - out of stock in Malta,

We will not pay for the following:

- increased repair and replacement part, unit or accessory costs due to non-availability and/or waiting time for delivery;
- storage costs awaiting commencement of the repair to Your Motor Vehicle.

Claims involving Uninsured Third Parties

If Your Private Car is involved in a motor accident and the driver of the third party vehicle is found to be uninsured, We will refund You the Excess paid and Your No Claim Discount will not be effected as long as:

- You are able to provide the make, model and registration number of the third party vehicle; and
- We can establish that You were not at fault in any way.

It will also help if You are able to provide Us with details of the third party driver and any independent witnesses.

Section A1 – Purchase Price Gap

If this Section is shown as applicable in Your Schedule, in the event that Your Private Car cannot be repaired economically following accidental loss or damage insured under Section A, We will pay the difference between the amount paid under Section A and the Purchase Price.

The most We will pay:

- will be €5,000 if Your Private Car had a Purchase Price of less than or equal to €15,000;
- will be €7,500 if Your Private Car had a Purchase Price of more than €15,000.

We will not pay:

- a. if You do not produce the original invoices of the purchase of the Private Car as well as any amounts paid by You for registration tax and/or VAT;
- b. If at the time of the accident, Your Private Car is more than 5 years old from the date it was first registered;
- c. before payment has been made under Section A;
- d. the sum of the relevant Excess under Section A.

Section B – Fire and Theft

We will pay:

for accidental loss or damage as a result of theft, attempted theft, fire, lightning or explosion to:

- Your Motor Vehicle;
- its Accessories while in or on Your Motor Vehicle;
- its Accessories in Your locked Private Garage (applicable to Private Cars only).

We may choose to pay:

- for Your Motor Vehicle and/or Accessories to be replaced; or
- for Your Motor Vehicle and/or Accessories to be repaired; or
- an amount equal to the loss or damage.

If Your Motor Vehicle cannot be repaired economically, We will pay for it to be moved to a place of free and safe storage indicated by You. The salvage of Your Motor Vehicle will become Our property after settlement.

We may choose to pay for Your Motor Vehicle to be repaired with Alternative Parts, where appropriate, including where Your Motor Vehicle is five years old or more at the time of the accidental loss or damage.

If any lost or damaged parts are no longer available, We will pay an amount equal to the price shown in the manufacturer's latest price guide (or that of the manufacturer's agents) in the country where Your Motor Vehicle is held for repair, together with reasonable fitting costs. If no such price guide exists, We shall pay an amount equal to the price last obtaining at the manufacturer's works plus the reasonable cost of transport (other than by air) to the country where Your Motor Vehicle is held for repair, together with relative import duty or tax and reasonable fitting costs.

If You have bought Your Motor Vehicle under a finance or hire purchase agreement, or are leasing it, any money owed to the company or bank involved will be paid directly to that company or bank first and any balance of the agreed settlement sum will then be paid to You.

Replacement Gap Benefit – applicable to Private Cars

If Your Private Car is within 12 months from its first registration, and You have been the first and only registered keeper and legal owner, We will pay to have it replaced with a new one of the same make and model if it has suffered damage covered by this section and the cost of repairing it will be more than 60% of the Purchase Price.

We can only do this if a replacement Private Car is available in Malta and anyone else who has an interest in Your Private Car agrees.

If a suitable replacement Private Car is not available, We will settle the claim by one of the other methods shown above.

The most We will pay:

- In the case of a claim under the Replacement Gap Benefit above, We will not pay more than 110% of the Purchase Price, less the Excess;
- In respect of other claims, We will not pay more than the lesser of;
 - the Market Value of the Motor Vehicle at the time of the loss; and
 - Insured's Estimate of Value noted on the Schedule;less the Excess.

We will not pay for (See also General Exceptions):

1. the sum of the relevant Excess;
2. loss or damage to any Trailer;
3. wear and tear, any loss of value including following repair; rust or corrosion;
4. loss or damage to the Motor Vehicle and its contents due to deception or fraud;
5. loss or damage caused by theft or attempted theft if the Motor Vehicle was not properly locked or if any window, roof opening, removable roof panel or hood was left open or unlocked;
6. loss or damage caused by theft or attempted theft if the Motor Vehicle was taken by member of the Policyholder's family or household, or taken by an employee or ex-employee of the Policyholder or owner of the Motor Vehicle. Except if that person is convicted of the theft;
7. fire or explosion damage resulting from incorrectly maintaining or fuelling Your Motor Vehicle or from the use of substandard fuel, lubricant or parts;
8. loss or damage caused by theft or attempted theft if the Keys (or keyless entry system) are left unsecured or unattended, or are left in or on the unattended Motor Vehicle;
9. loss of road licence or fuel;
10. any costs due to loss or damage to Keys (or keyless entry system);
11. any part of a repair or replacement which improves Your Motor Vehicle beyond its condition before the loss or damage took place;
12. loss of use or any other loss, damage or additional expense (including the cost of any alternative transport under this section) following on from the event for which You are claiming, unless We provide cover under this Policy;
13. loss or damage due to theft, arson or any other criminal act unless it has been reported to the Police.

Where

- Your Motor Vehicle is not to Malta specification (originally manufactured for sale as new in Malta), or
- any part, unit or accessory of Your Motor Vehicle becomes
 - unobtainable or obsolete, or
 - out of stock in Malta,

We will not pay for the following:

- increased repair and replacement part, unit or accessory costs due to non-availability and/or waiting time for delivery;
- storage costs awaiting commencement of the repair to Your Motor Vehicle.

Section B1 – Purchase Price Gap

If this Section is shown as applicable in Your Schedule, in the event that Your Private Car cannot be repaired economically following accidental loss or damage insured under Section B, We will pay the difference between the amount paid under Section B and the Purchase Price.

The most We will pay:

- will be €5,000 if Your Private Car had a Purchase Price of less than or equal to €15,000;
- will be €7,500 if Your Private Car had a Purchase Price of more than €15,000.

We will not pay:

- a. if You do not produce the original invoices of the purchase of the Private Car as well as any amounts paid by You for registration tax and/or VAT;
- b. If at the time of the accident, Your Private Car is more than 5 years old from the date it was first registered;
- c. before payment has been made under Section B;
- d. the sum of the relevant Excess under Section B.

Section C – Liability to Other People and Their Property

We will pay:

Your Liability

for all civil damages and claimant's costs and expenses that You are legally liable for in respect of

- other persons' death or injury;
 - damage to their property
- as a result of an accident by or in connection with
- Your Motor Vehicle;
 - the process of loading or unloading Your Motor Vehicle;
 - any Trailer being towed by Your Private Car.

Liability of Others Using or Driving Your Motor Vehicle

On the same basis that We cover You under this section, We also cover:

- any Authorised Driver;
- any person using but not driving Your Motor Vehicle with Your permission;
- any passenger travelling in or getting into or out of Your Motor Vehicle.

Legal Personal Representatives

If anybody insured under this section dies, his or her legal personal representatives will have the cover the Policyholder would have had under this section.

Emergency Treatment

In the event of an accident involving Your Motor Vehicle and insured under this section, We will also refund any payments that anyone using the Motor Vehicle has made under Legislation for emergency treatment.

Legal and Other Costs

In the event of an accident involving Your Motor Vehicle and insured under this section,

- We will also pay any legal costs or expenses incurred by You provided they relate to an incident which is covered by this section and they have been incurred following Our prior written consent;
- We may at Our sole option also
 - pay for and arrange for representation in respect of any magisterial enquiry;
 - pay for legal services in connection with defending any criminal proceedings in any court of law

provided they relate to an incident which is covered by this section and they have been incurred following Our prior written consent.

The most We will pay:

- in respect of legal liability for death or injury to others is €6,070,000 (or any higher amount as may be prescribed by Legislation) for any one claim or number of claims arising from one cause;
- in respect of legal liability for damage to property is €1,220,000 (or any higher amount as may be prescribed by Legislation) for any one claim or number of claims arising from one cause.

If more than one person may claim indemnity in respect of one claim or number of claims arising from one cause, the above maximum amounts payable shall apply in the aggregate in respect of all such persons but Your liability shall be settled in priority.

We may at any time choose

- to pay the relevant amounts above; and
- to relinquish the conduct of Your (or any other person's) defence, of settlement or of

- proceedings; and
- to relinquish responsibility for the consequences of any alleged act or omission on Our part in connection with such defence, settlement or proceedings.

Once We have done so, We will stop paying legal and other costs as mentioned in the relevant paragraph above.

We will not pay (See also General Exceptions):

1. for the sum of the relevant Excess;
2. for any liability (and any related costs or expenses) in respect of any person who has voluntarily entered the Motor Vehicle and was aware that the Motor Vehicle had been stolen or otherwise used or driven without Your permission;
3. for any liability (and any related costs or expenses) in respect of anyone killed or injured while they are working with or for You and/or the driver of Your Motor Vehicle unless We must provide cover under Legislation;
4. anyone We insure under this section if the claim relates to loss or damage to property that belongs to them or is in their care, custody or control including any property being carried in the Motor Vehicle and/or in any Trailer;
5. for any liability (and any related costs or expenses) in respect of the process of bringing a load to or taking away a load from the Motor Vehicle and/or from any Trailer beyond the limits of a road as defined by Legislation;
6. for any loss or damage to the Motor Vehicle and/or any Trailer;
7. for any liability (and any related costs or expenses) caused by or arising from Your Motor Vehicle as a result of Operation as a Tool;
8. for any liability (and any related costs or expenses) arising from:
 - any goods (including food and drink)
 - any treatment prepared, sold or supplied from Your Motor Vehicle;
9. for any liability (and any related costs or expenses) arising through damage by vibration or by weight of Your Motor Vehicle or of its load to any bridge, weighbridge, viaduct, road or anything beneath;
10. for Your liability (and any related costs or expenses) to the driver of the Motor Vehicle;
11. for any liability (and any related costs or expenses) in respect of anyone killed or injured while being carried as a pillion rider on the Insured Private Motor Cycle when the driving licence of the driver is not a standard motorcycle licence and is updated with National Code 111.

Our right to get back what We have paid

If, under the law of any country this Policy covers You in, We have to make a payment which We would not otherwise have paid under this Policy, We may recover any claim payment from You or from the person who the claim was made against.

Limitation on Judgements, Orders or Awards

We will pay only in respect of judgements, orders or awards that are delivered by or obtained from a court within Malta or a Designated State, or in arbitration in Malta under current statutory provisions. We will not pay for any judgements, orders or awards delivered by or obtained from a court in a Third Country.

Furthermore, We shall not pay in respect of any judgement, order or award obtained in Malta or in a Designated State for the enforcement of a judgement or arbitration award obtained in a Third Country, or to costs and expenses of litigation recovered by any claimant from You or any other persons entitled to indemnity under this section which costs and expenses of litigation are not incurred in Malta or in a Designated State.

Section D – Windscreen and Window Damage

We will pay:

for the repair or replacement of broken glass in Your Private Car's windscreen or windows, and any scratching to the bodywork caused by broken glass, as long as there has not been any other loss or damage.

We may choose to pay for the repair of Your Private Car with Alternative parts that may not have been made by the Private Car's manufacturer but are of a similar standard.

The most We will pay:

under this section is €1,000 in respect of any one claim.

We will not pay for:

1. the repair or replacement of any other glass forming part of Your Private Car including sunroofs;
2. the repair or replacement of any glass that is part of a removable or folding convertible roof;
3. the repair or replacement of any windscreens or windows not made of glass;
4. loss of use or other indirect loss;
5. the cost of any alternative transport.

Glass excluded under this section may be covered under Section A - Damage to Your Motor Vehicle or Section B - Fire and Theft of Your Policy, subject to the appropriate Policy Excesses and with an effect on Your No Claims Discount.

Where

- Your Private Car is not to Malta specification (originally manufactured for sale as new in Malta), or
- any part, unit or accessory of Your Private Car becomes
 - unobtainable or obsolete, or
 - out of stock in Malta,

We will not pay for the following:

- increased repair and replacement part, unit or accessory costs due to non-availability and/or waiting time for delivery;
- storage costs awaiting commencement of the repair to Your Private Car.

Section E – Personal Accident

We will pay a benefit to:

- You and/or any other adult in Your Private Car if accidentally injured while travelling in or getting into or out of Your Private Car; and
- You and/or Your Partner if accidentally injured while travelling in or getting into or out of any other Private Car not belonging to You or hired to You under a hire purchase agreement

when the above injury alone results within three calendar months in:

- death;
- permanent and total loss of sight in one or both eyes; or
- loss of any limb.

For the purposes of this section Private Car shall mean a Private Car used for social, domestic or pleasure purposes and built or adapted to carry not more than 7 passengers (including the driver).

The most We will pay:

the injured person or their legal representatives is €5,000. This is the maximum benefit We will pay to any one person under this section in the Policy Period of Insurance.

If more than one person is injured or killed or more than one accident occurs, the most We will pay in the aggregate is €10,000 in the Policy Period of Insurance.

If the injured person is insured by Us against Personal Accident under any other motor insurance policy, benefit shall be recoverable under only one policy.

We will not pay for:

1. any injury or death resulting from a criminal or illegal act, suicide, attempted suicide, any deliberate attempt to self-inflict injury or any deliberate attempt to put lives in danger (unless to save a human life);
2. any injury or death resulting from an accident occurring while any driver is driving under the influence of alcohol or drugs;
3. anyone who at the time of injury or death has not reached their eighteenth birthday or has had their seventy-sixth birthday.

Section F – Additional Benefits

F1. Medical Expenses

We will pay:

for medical expenses up to €250 per person for You and any other person in Your Private Car who may be injured as a result of any accident involving Your Private Car, unless these costs are paid under any other motor insurance policy.

F2. Personal Belongings

We will pay:

for loss of or damage to Personal Belongings caused by fire, theft, attempted theft or a traffic accident, while they are in Your Private Car.

The most We will pay:

for any one incident is €250

We will not pay for:

- a. the first €50 of any claim;
- b. loss or damage to
 - i. Keys (or keyless entry system);
 - ii. any form of credit or debit Card;
 - iii. money, stamps, tickets, securities, documents;
 - iv. audio systems, telephones, in Private Car entertainment, satellite navigation systems, dash cams; or
 - v. goods or samples carried in connection with a business;
- c. theft or attempted theft unless the items were locked in the glove-box or luggage boot and were not visible to people outside the Private Car.

F3. Loss of Keys

We will pay:

In the event of the loss or theft of the Keys of Your Private Car, the cost of replacement Keys.

If necessary, We will pay for the reprogramming or the replacement of the Locks of Your Private Car.

If the lost Keys or Locks are parts which are no longer available, We will pay an amount equal to the cost shown in the manufacturer's latest price guide, together with reasonable fitting costs.

The most We will pay:

for any one incident is €750

We will not pay for:

- a. any expense incurred as a result of not being able to use Your Keys or any loss other than the replacement of the Keys or costs of the replacement Locks;
- b. costs relating to a damaged Key or Lock;

- c. the cost of any alternative transport under this section;
- d. any expense caused by theft or attempted theft if the Private Car Key was taken by a member of the Policyholder's family or household or taken by an employee or ex-employee of the Policyholder or owner of the Private Car. Except if that person is convicted of the theft;
- e. any claim if, at the time of the incident, it was under the custody or control of anyone with Your permission who is not covered under this Policy;
- f. loss of use or other indirect loss;
- g. loss or damage caused wear and tear or loss of value;
- h. any theft claims which have not been reported to the Police and a crime reference number obtained;
- i. any claim if the costs or payments are recoverable from any party, under the terms of any other contract, guarantee, warranty, or insurance.

F4. Child Seat Cover

We will pay:

for the replacement of a child seat fitted in Your Private Car if Your Private Car is involved in an accident or damaged by fire, self-ignition, lightning and explosion or by theft or attempted theft. We will do this even if the child seat does not show any apparent damage subject to You making a claim under Section A - Damage to Your Motor Vehicle of this Policy.

The most We will pay:

for any one incident is €125

F5. Recovery of Your Private Car following an Accident

We will pay:

In the event that Your Private Car is disabled following loss or damage covered by Section A – Damage to Your Motor Vehicle or Section B – Fire and Theft, the reasonable cost for it to receive roadside assistance and for it to be removed safely to the nearest repairers and for it to be safely returned to You in Malta.

The most We will pay:

- a. for recovery costs following any one incident is €2,000 but limited to €150 if the loss or damage occurs in Malta;
- b. for the cost of transportation to take You and Your passengers to one destination of Your choice following any one incident is €250 but limited to €50 if the loss or damage occurs in Malta;
- c. for additional overnight accommodation if You and Your passengers are unable to reach your booked accommodation due to loss or damage in a Designated State, is €250 any one incident.

F6. European Emergency Roadside Assistance (Applicable to Private Motor Cycles)

Definitions

For the purposes of this section only the following definitions apply (and where applicable replace any definitions shown elsewhere in this Policy document):

Emergency Roadside Assistance

The provision of a recovery operator to attend at the scene of an accident or Mechanical Breakdown for the purpose of restoring or attempting to restore Your Private Motor Cycle's mobility and/or towing it to the nearest suitable repairer. Emergency Roadside Assistance includes the cost of labour for roadside repairs but excludes any other repair costs and absolutely excludes the cost of spare parts and of any fuel, refrigerants, lubricants, tyres or Keys.

Mechanical Breakdown

The breakdown, breakage or failure of any part of Your Private Motor Cycle essential to its mobility. This shall also include the loss of the only Key, a battery problem and flat tyres.

We will pay:

If Your Private Motor Cycle sustains loss of use as a result of fire, theft, accidental damage or Mechanical Breakdown which occurs in any Designated State outside Malta during the Period of Insurance,

- a. for the cost of Emergency Roadside Assistance;
- b. for additional cost of hotel (room only) accommodation necessarily incurred as a result of such loss of use, provided that such cost is additional to and in excess of any accommodation cost payable by You had the loss of use of Your Private Motor Cycle not occurred.

The most We will pay:

- a. €350 for Emergency Roadside Assistance;
 - b. €125 for additional accommodation provided that
- the limits above shall apply in any one Period of Insurance (unless such limits are reinstated by Us in writing); and
 - such use outside Malta does not exceed 30 days in the aggregate in any one Period of Insurance (unless otherwise agreed by Us in writing).

We will not pay for:

- a. any claim if Your Private Motor Cycle is below road level, on sand or in the sea or any other place which is not accessible by a conventional recovery vehicle;
- b. any claim following Your Private Motor Cycle running out of fuel unless such loss of fuel is due to a road accident or Mechanical Breakdown;
- c. any claim if Your Motor Vehicle is 15 years old or more at the time of the incident.

Section G – Geographical Area and Foreign Use

This Policy provides the cover described in Your Schedule in Malta.

Limited Compulsory Cover

Section C – Liability to Other People and Their Property also provides the minimum cover You need by law to use Your Motor Vehicle in:

1. any Designated State, and
2. in a Third Country during a direct journey between Malta and a Designated State or between two Designated States if there is no Foreign Bureau in such a Third Country and any loss or injury is suffered by a Maltese national or a national of a Designated State.

In each Designated State where Your Motor Vehicle is used as referred to in 1 above We guarantee the cover required by the law of that Designated State if higher.

In any Third Country as referred to in 2 above We guarantee the cover required by the law of the State in which your Motor Vehicle is normally based if higher.

All Designated States have agreed that a Green Card is not necessary for cross border travel and Your Certificate provides sufficient evidence that You are complying with the laws on compulsory insurance of motor vehicles in any of the above countries You visit.

G1 - Full Policy Cover Abroad

(a) Automatic Cover for Private Cars and Private Motor Cycles

The Geographical Area of any applicable Section of the Policy other than Section C, is automatically extended to include all Designated States.

However, cover in these countries and during sea journeys is conditional upon

- Your Motor Vehicle being a Private Car or a Private Motor Cycle;
- Your main permanent residence being in Malta; and
- use outside Malta not exceeding 30 days in the aggregate in any one Period of Insurance. If cover is needed for more days, We must agree in writing and an additional premium will apply.

If You have to pay customs duty on Your Private Car or Your Private Motor Cycle in any of the countries because of loss or damage that is covered by this Policy, We will pay these costs for You.

If You have to pay general average contributions, salvage or sue and labour charges while Your Private Car or Your Motor Cycle is being transported by sea between the Designated States, We will pay these costs for You.

Special Condition applicable to Private Motor Cycles

It is warranted that while Your Private Motor Cycle is in any Designated State and not in use at night, Your Private Motor Cycle is to be kept in a securely locked compound or garage or in a parking compound which is attended by a security guard.

(b) Other than Private Cars or Private Motor Cycles

If You have notified Us prior to travelling to any country that is a Designated State and You have paid the agreed additional premium, We may extend any applicable sections of the Policy to apply within such country for the length of time indicated on the Schedule or Endorsement issued to You.

If You have to pay customs duty on Your Motor Vehicle in any of the countries because of loss or damage that is covered by this Policy, We will pay these costs for You.

If You have to pay general average contributions, salvage or sue and labour charges while Your Motor Vehicle is being transported by sea in the above context, We will pay these costs for You.

G2 - Green Card Extension

If You have notified Us prior to travelling to any country that is not a Designated State, or as may be required for any Designated State, and You have paid the agreed additional premium, We may extend any applicable sections of the Policy to apply within such country for the length of time indicated on the international motor insurance Motor Card (Green Card) issued to You.

If You have to pay customs duty on Your Motor Vehicle in any of the countries because of loss or damage that is covered by this Policy, We will pay these costs for You.

If You have to pay general average contributions, salvage or sue and labour charges while Your Motor Vehicle is being transported by sea in the above context, We will pay these costs for You.

Section H – No Claims Discount

No Claim Discount

In the event of a claim being made or arising under this Policy, Your No Claims Discount at renewal will be reduced in accordance with the latest version of Our declared No Claims Discount Rules.

Section H1 – Optional Protection of No Claims Discount

Private Cars - Comprehensive Cover

By paying an additional premium, Your No Claim Discount may be protected in accordance with the terms in the latest version of Our declared No Claims Discount Rules.

Section I – Replacement Motor Vehicle

I1. Free Courtesy Car

- If
- Your Motor Vehicle is a Private Car;
 - Your Type of Cover is Comprehensive; and
 - Your Private Car is damaged and is repairable; and
 - the loss or damage is covered by Your Policy under Section A – Damage to Your Motor Vehicle or Section B – Fire and Theft; and
 - You have gained 5 or 6 years' No Claims Discount,

We will pay:

for the supply of a Replacement Motor Vehicle during the period Your Private Car is necessarily with a motor repairer undergoing repairs, which period is agreed to by a motor surveyor approved by Us. If Your Private Car cannot be driven safely, We will include any period for delays due to unavailability of parts.

The most We will pay:

for any one claim is €100

I2. Optional Courtesy Car

- If
- Your Motor Vehicle is a Private Car;
 - Your Type of Cover is Comprehensive; and
 - Your Private Car is damaged and is repairable; and
 - the loss or damage is covered by Your Policy under Section A – Damage to Your Motor Vehicle or Section B – Fire and Theft; and
 - You have paid the necessary additional premium;

We will pay:

for the supply of a Replacement Motor Vehicle during the period Your Private Car is necessarily with a motor repairer undergoing repairs, which period is agreed to by a motor surveyor approved by Us. If Your Private Car cannot be driven safely, We will include any period for delays due to unavailability of parts.

The most We will pay:

are the following limits according to the Level of cover chosen and shown in the Schedule

- Level 2: €250 for any one claim;
- Level 3: €350 for any one claim;
- Level 4: €475 for any one claim;

We will not pay under I1 and I2:

- a. if You do not present Us with a fiscal receipt and a copy of the relative hire agreement from a licensed motor vehicle rental firm showing You as a party;
- b. in the event that Your Private Car is damaged beyond economical repair or stolen and not recovered;
- c. in the event that repairs are carried out outside Malta;
- d. if payment is made under I3.

I3. Free Increased Courtesy Car Limit

- If
- Your Motor Vehicle is a Private Car;
 - Your Private Car is stolen and unrecovered or damaged beyond economical repair following fire; and
 - the loss is covered by Your Policy under Section B - Fire and theft,

We will pay:

for the supply of a Replacement Motor Vehicle until You make arrangements to replace Your Private Car.

The most We will pay:

for any one claim is €250

We will not pay:

- a. if You do not present Us with a fiscal receipt and a copy of the relative hire agreement from a licensed motor vehicle rental firm showing You as a party;
- b. if payment is made under I1 and I2 above.

I4. Optional Replacement Commercial Vehicle

- If
- Your Motor Vehicle is a Commercial Vehicle and the Limitations as to Use are Commercial – Own Goods/General; and
 - Your Type of Cover is Comprehensive; and
 - Your Motor Vehicle is damaged and is repairable; and
 - the loss or damage is covered by Your Policy under Section A – Damage to Your Motor Vehicle or Section B – Fire and Theft; and
 - You have paid the necessary additional premium;

We will pay:

for the supply of a Replacement Motor Vehicle during the period Your Commercial Vehicle is necessarily with a motor repairer undergoing repairs, which period is agreed to by a motor surveyor approved by Us. If Your Commercial Vehicle cannot be driven safely, We will include any period for delays due to unavailability of parts.

The most We will pay:

are the following limits according to the Level of cover chosen and shown in the Schedule

- Level 5: €350 for any one claim;
- Level 6: €475 for any one claim;
- Level 7: €600 for any one claim;

or any other limit as shown on the Schedule or by Endorsement.

We will not pay:

- a. if You do not present Us with a fiscal receipt and a copy of the relative hire agreement from a licensed Motor Vehicle rental firm showing You as a party;
- b. in the event that the motor vehicle is damaged beyond economical repair or stolen and not recovered;
- c. in the event that repairs are carried out outside Malta.

General Condition under this Section

You must obtain Our prior approval in writing before hiring any Replacement Motor Vehicle. We have the right to choose the Replacement Motor Vehicle Company Ourselves.

This Section only provides payment for a Replacement Motor Vehicle.

The Replacement Motor Vehicle paid for by Us will not be insured under Your Policy and You must ensure that the Replacement Motor Vehicle is insured by the Replacement Motor Vehicle Company. The Replacement Motor Vehicle Company's terms and conditions of replacement will determine Your responsibilities in respect of the Replacement Motor Vehicle including its insurance.

You will receive a copy of these terms and conditions when a Replacement Motor Vehicle is supplied to You, in particular You will be required to show a driving licence for each driver of the Replacement Motor Vehicle to the Replacement Motor Vehicle Company and You may be required to pay a deposit (refundable on return of the Replacement Motor Vehicle undamaged and without any unpaid charges or fines against the Motor Vehicle e.g. for parking in a prohibited zone).

Section J – Recovery of Uninsured Losses

Definitions

For the purposes of this section only the following definitions apply (and where applicable replace any definitions shown elsewhere in this Policy document):

Accident

- A motor accident involving Your Private Car which causes
- accidental loss of or damage to Your Private Car or to property in Your Private Car which You own or are legally responsible for; or
 - Your death or accidental bodily injury; or
 - any other Uninsured Losses You suffer.

Costs

Standard professional fees and costs reasonably and necessarily charged by the Lawyer. It also covers costs which You are ordered to pay by a civil court and other costs We agree, in writing, to pay.

Lawyer

The lawyer or other suitably qualified person chosen by You in accordance with the paragraph below entitled 'Choice of Lawyer' and appointed by Us under this section to represent You according to Our standard terms of appointment.

Legal Proceedings

Civil proceedings arising out of an Accident.

Prospects of Success

A situation where it is more likely than not that Your claim or the Legal Proceedings will mean You receive money by way of compensation.

Uninsured Losses

Expenses and/or compensation claims that You cannot recover from any insurance policy but for which You have a claim at law against the responsible party.

You/Your

You and any Authorised Driver.

We will pay:

provided there are Prospects of Success, the Costs for attempting to recover Uninsured Losses which arise directly from an Accident occurring within a Designated State and during the Period of Insurance for which Your Private Car is insured with Us.

We will investigate Your claim and seek to settle the claim fairly without going to court and We will use a Lawyer if We think it is necessary.

However at any time We can carry out the claim in Your name.

If at any time We or the Lawyer think that there are no longer Prospects of Success, We will confirm this in writing to You and We will tell You that We shall not take any more action to pay any more Costs. You have a right to continue the claim or Legal Proceedings but this will be at Your own expense.

The most We will pay:

The most We will pay will be €1,000 for any claim or claims for Costs arising from any one incident.

When this limit is reached, We will confirm this in writing to You. We will tell You that We shall not take any more action or pay any more Costs. You have a right to continue the claim or Legal Proceedings but this will be at Your own expense.

We will not pay for:

1. charges You receive or payments You make
 - before We accept the claim; or
 - before We appoint the Lawyer; or
 - without Our agreement;
2. Costs due to an agreement or contract between You and anyone else (including the Lawyer) without Our permission;
3. claims arising from an Accident or situation which is excluded or otherwise not covered elsewhere under Your Policy;
4. Costs if You
 - withdraw instructions from the Lawyer, dismiss the Lawyer or withdraw from Legal Proceedings without Our permission;
 - follow up the claim other than in accordance with Our advice or that of the Lawyer;
5. Costs involved in disputes between You and Us or Our tied intermediaries in connection with this Policy without prejudice to Your rights under the paragraph titled 'Choice of Lawyer' below;
6. Costs that can be recovered from any other source or insurance policy;
7. Costs for any Legal Proceedings of claim outside a Designated State unless We agree otherwise in writing;
8. Costs if, in Our reasonable opinion, there are no Prospects of Success;
9. further Costs if during a claim You do not accept a reasonable offer to settle or if there are no longer any Prospects of Success;
10. claims:
 - brought about by You deliberately doing or not doing something;
 - if You are responsible for unreasonable delay which affects the claim;
11. claims due to faults in Your Private Car whether or not this is due to a faulty or incomplete service or repair;
12. claims arising from any computer program, microchip, integrated circuit or similar device failing to function correctly;
13. claims arising from damage to Your Private Car where such claims are made against You;
14. legal costs, fines, compensation and penalties that You are ordered to pay by a court or other authority.

Choice of Lawyer

You have the right to choose the Lawyer to act as Your representative. If You exercise Your right to choose the Lawyer, You must not agree charges without Our consent. We will appoint the Lawyer to represent You according to Our standard terms of appointment. We or You may refer any disagreement about Your choice of the Lawyer to arbitration. The arbitrator will 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 actions against Us.

You must (see also General Conditions):

- a. tell Us about Your claim as soon as possible;
- b. fully co-operate with the Lawyer and Us including
 - i. giving Us and the Lawyer all information required to handle Your claim, at Your expense; and
 - ii. allowing Us full access to any information, documents or evidence You or the Lawyer has. We will have direct access to the Lawyer at all times;
- c. not do anything which might damage Your claim;
- d. tell Us about any developments affecting Your claim including if anyone makes a payment into court or offers to settle Your claim;
- e. seek to get back any Costs that We have to make, and pay them to Us.

If You do not keep to these conditions We may cancel this Section, refuse any claim or withdraw from any current claim.

Section K – Atlas RoadAssist

K1. In Malta

If shown as applicable in Your Schedule, Your Policy entitles You to membership for Atlas RoadAssist, an emergency assistance service in Malta provided by Our service provider which is subject to the conditions of the Atlas RoadAssist Terms of Agreement which We will provide to you.

K2. Outside Malta

Your Atlas RoadAssist membership will be extended to most European countries (as shown in the Atlas RoadAssist Terms of Agreement) for the specified duration of travel as shown in the Schedule and subject to the conditions of the Atlas RoadAssist Terms of Agreement which We will provide to You.

General Exceptions which apply to Sections A to J

We will not pay for:

1. Observance of terms

any liability, loss, damage, injury, cost or expenses (including Costs as defined in Section J) if any person insured under this Policy does not keep to the terms, exceptions and conditions of this Policy;

2. Use of Motor Vehicle and Drivers

any liability, loss, damage, injury, cost or expenses (including Costs as defined in Section J) caused by, arising from or in connection with the Motor Vehicle insured under this Policy:

- a. being used for a purpose other than that defined in the Motor Vehicle's Limitations as to Use;
- b. being used at any event during which Your Motor Vehicle may be driven on a motor racing track, airfield, de-restricted toll road or at an off-road event such as an off-road 4x4 event or while green laning;
- c. being used for tray surfing and the like;
- d. being used for the motor trade and trade delivery;
- e. being used for racing, rallies, pace making, motor sport, hill climbing, reliability trials, speed tests, speed trials, other trials and/or endurance tests;
- f. being driven by someone who:
 - i. does not have a licence to drive such a vehicle unless he has held and is not disqualified from holding or obtaining such a licence; or
 - ii. is breaking the conditions of their driving licence; or
 - iii. is not an Authorised Driver,

however, notwithstanding exceptions (a) and (f) above, Your cover under Sections A or B remains in force when the Motor Vehicle is:

- with a member of the motor trade for the purpose of maintenance or repair;
- being parked by an employee of a hotel, restaurant or car-parking service;
- stolen or taken away without Your permission.

We retain the right to enforce Our rights as subrogated insurers in order to seek recovery of any payments made under the above Sections from the person responsible for causing loss or damage to Your Motor Vehicle;

3. Contractual Liability

any amounts or costs as a result of an agreement or contract unless We would have had to pay the costs anyway;

4. Deliberate, Criminal and/or Illegal Acts

deliberate loss or intentional loss or damage caused by anyone insured under this Policy and/or for loss or damage resulting out of any criminal or illegal act in circumstances where the convicted offence is one where the court has the power to impose a sentence of imprisonment;

5. Motor Vehicle Registration and Location

any liability, loss, damage, injury, cost or expense (including Costs as defined in Section J) if the Motor Vehicle:

- a. is not registered in Malta with Transport Malta unless Your Motor Vehicle is in the process of being registered with Transport Malta;
- b. is normally kept outside Malta;
- c. has been previously scrapped or classified as structurally written off and cannot be repaired;

6. Motor Vehicle Modifications

any liability, loss, damage, injury, cost or expense (including Costs as defined in Section J) if the Motor Vehicle has been modified for performance or has undergone other modifications (including any change to the fuel system) other than

- a. those supplied and fitted by the manufacturer or their approved garage at the time of original registration; or
- b. those which have been notified to Us and accepted by Us in writing;

7. Nuclear Risks

any liability, loss, damage, injury, cost or expense (including Costs as defined in Section J) directly or indirectly caused or contributed to by or arising from:

- a. ionising radiation or contamination by radioactivity from irradiated nuclear fuel or nuclear waste or from burning nuclear fuel;
- b. the radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or its nuclear parts;

8. Riot outside Malta

any liability, loss, damage, injury, cost or expense (including Costs as defined in Section J) caused by or contributed to by or arising from riot, strike or civil commotion outside Malta;

9. Other Policies

more than Our share of Your claim, if You or anyone else has any other insurance which covers all or part of the same loss, damage or liability (not applicable to Sections E – Personal Accident and J – Recovery of Uninsured Losses);

10. War Risks

any liability, loss, damage, injury, cost or expense (including Costs as defined in Section J) directly or indirectly caused by, resulting from or in connection with or in controlling or suppressing:

- a. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not);
- b. civil war, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrections, rebellion, revolution, uprising, military or usurped power, martial law or connected looting or pillaging, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public authority or any act or condition incident to any of the above except to the extent that We are required to provide cover under Legislation;

11. Airside Risks

any liability, loss, damage, injury, cost or expense (including Costs as defined in Section J) caused or contributed to by or arising from the Motor Vehicle being used on any part of an airport:

- a. to which aircraft have access including areas used for take-off, landing, moving or parking of aircraft;
- b. used for ground equipment parking areas and service roads;
- c. used for customs examination;

12. Number of Passengers

any liability, loss, damage, injury, cost or expense (including Costs as defined in Section J) if You exceed the maximum seating capacity of the Motor Vehicle;

13. Intoxication

any liability, loss, damage, injury, cost or expense (including Costs as defined in Section J) if the driver of the Motor Vehicle insured by Us

- was found to have been driving while under the influence of alcohol or drugs at the time of the accident; or
- fails to provide a sample of breath, blood or urine when required.

14. Sonic Bang

any liability, loss, damage, injury, cost or expense (including Costs as defined in Section J) caused or contributed to by or arising from pressure waves from an aircraft or other flying object travelling at or beyond the speed of sound;

15. Detention or Confiscation

any liability, loss, damage, injury, cost or expense (including Costs as defined in Section J) caused or contributed to by or arising from detention, confiscation, impounding, requisition or destruction by any government, public or local authority;

16. Terrorism

any liability, loss, damage, injury, cost or expense (including Costs as defined in Section J) directly or indirectly caused or contributed to by or arising from or relating to Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism. However, We will provide the minimum cover required under Legislation;

17. Pollution

any liability, loss, damage, injury, cost or expense (including Costs as defined in Section J) caused or contributed to by or arising from pollution or contamination, unless the pollution or contamination is caused by a sudden, identifiable, unexpected and accidental incident which happens during the Period of Insurance;

18. Driver's Insurance, Driving Record and Medical Conditions

any liability, loss, damage, injury, cost or expense (including Costs as defined in Section J) if the Motor Vehicle is driven by a driver

- a. who has had insurance cancelled, declined, voided or special terms imposed;
- b. who has any previous criminal conviction(s) (excepting motoring offences that have been declared to Us);
- c. who is banned from driving in any country;
- d. who suffers from a medical condition that affects his/her ability to drive (unless accepted by Us in writing).

19. Contract of Sale

any liability, loss, damage, injury, cost or expense (including Costs as defined in Section J) in relation to a Motor Vehicle in respect of which You have entered into a transaction by way of a contract of sale or alleged contract of sale whether such transaction constituted a valid contract of sale or would have constituted a valid contract of sale but for the failure to comply with the provisions of the Duty of Documents and Transfers Act 1993 and any amendments thereto;

20. Hazardous Goods

any liability, loss, damage, injury, cost or expense (including Costs as defined in Section J) caused or contributed to by or arising from the carriage of Hazardous Goods;

21. Riot (applicable to all Motor Vehicles other than Private Cars)

any liability, loss, damage, injury, cost or expense caused by or contributed to by or arising from riot, strike or civil commotion;

22. Convulsion of nature (applicable to Private Motor Cycles)

any liability, loss, damage, injury, cost or expense caused by or contributed to by or arising from flood, typhoon, hurricane, cyclone, tornado, volcanic eruption, earthquake or other convulsion of nature;

23. Trailers (applicable to all Motor Vehicles other than Private Cars)

any liability, loss, damage, injury, cost of expense if the Motor Vehicle is drawing a Trailer unless the Policy has been extended to cover Trailers;

24. Sanction Clause

any claim or any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, or any of its states;

25. Cyber Risks

any liability, loss, damage, injury, cost or expense (including costs as defined in Section J) directly or indirectly arising from:

- a. any Cyber Act or Cyber Incident;
- b. any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident;
- c. loss of Data.

Definitions related to Exception 25:

Computer System

means any computer, hardware, software, communications system, electronic devices, server, cloud or microcontroller including any similar system and all related configuration including any associated input, output, data storage device, networking equipment or back up facility.

Cyber Act

means an unauthorised, malicious or criminal act or series of related acts including any threat or hoax thereto involving access to, processing of, use of or operation of any Computer System.

Cyber Incident

means

- an error or omission or series thereof involving access to, processing of, use of or operation of any Computer System; or
- an episode or series of related episodes of partial or total unavailability or failure to access, process, use or operate any Computer System.

Data

means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, assessed, processed, transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

General Conditions which apply to Sections A to J

You must comply with the following conditions to have the full protection of Your Policy. If the conditions are not complied with We may at Our option cancel the Policy or refuse to deal with any claim or reduce the amount of any claim payment.

For the purposes of General Conditions B, C and D, 'You/Your' shall include You, all Authorised Drivers and anyone else seeking to make a claim under this Policy.

A. Disclosure

You must have answered truthfully all questions relating to Your details, those of Your Motor Vehicle and of all Authorised Drivers on Your Policy, that We asked when Your Policy started. You must also have truthfully agreed to any statements that We may have listed in the terms and conditions relating to Your Policy when it started. You must also advise us as soon as possible of all changes to this information.

B. Claims Procedure

You **must**:

1. tell Us as soon as possible all information about an incident which may lead to a claim under the Policy and fully co-operate with Us while We handle any claim. In all cases We must be advised in writing of any accident within fourteen days of it occurring or We may refuse to pay the claim except as required under Legislation;
2. give Us full control of the claim and We may take over, defend or settle the claim, or take up any claim in Your name including taking proceedings at Our expense to recover for Our benefit the amount of any payment made or which may be made under this Policy;
3. immediately send to Us, any unanswered documents received such as notice of prosecution, magisterial inquiry, fatal accident inquiry, writ, summons, claim or letter;
4.
 - a. complete a 'front to rear' form in duplicate in the event of a front to rear collision;
 - b. advise and co-operate with the police in the event of a theft or any other criminal act;
 - c. advise and co-operate with the police or local wardens in accordance with legal requirements if You are involved in any other road accident;
5. communicate with or give notice to Us in writing;
6. allow Us to avail Ourselves of any rights conferred to Us by relevant laws when dealing with a claim relating to liability for damages which is required to be covered by Legislation or by any compulsory insurance law or any other law of a country to which this Policy applies.

You **must not**:

7. admit liability for any claim unless asked by Us in writing to do so nor negotiate regarding any claim or settle any claim without Our written permission;
8. authorise any repairs to Your Motor Vehicle in excess of €125 and in any case We must be provided with a detailed estimate relating to such minor repairs as soon as possible;
9. unreasonably withhold Your consent for Us to examine Your Motor Vehicle or for repairs to Your Motor Vehicle to proceed.

C. Road Worthiness and General Precautions

You **must**:

1. make sure the Motor Vehicle is safe and roadworthy including that it has, if required a valid VRT certificate and complies with Legislation (e.g. has legally correct tyres, lights, brakes, windows, etc.);
2. take all reasonable steps to protect the Motor Vehicle and its contents from loss or damage;
3. allow Us to examine the Motor Vehicle at any reasonable time if We ask You.

D. Fraud

You **must not** act in a fraudulent manner.

'Acting in a fraudulent manner' includes (but is not restricted to) if You or anyone acting for You

- fail to provide relevant documentary evidence as required, including proof of the No Claims Discount that You have claimed;
- fail to correctly declare or update the information You have provided before Your Policy commenced;
- fail to declare that any drivers on Your Policy have themselves held a Policy with Us that We have cancelled;
- make a statement in support of any Policy or claim knowing the statement to be false in any respect;
- made a false declaration when You incepted the Policy or make any subsequent amendment to the Policy or advised of a claim;
- submit a document in support of any policy or claim knowing the document to be forged or false in any respect;
- make a claim under the Policy knowing the claim to be false or fraudulently exaggerated in any respect;
- make a claim in respect of any loss or damage caused by Your wilful act or with Your collusion;
- make a false declaration to the police regarding Your insurance;
- fail to pay Your premium;
- commit a fraud on any other policy that We insure.

If You act in a fraudulent manner then at Our option We:

- will cancel the Policy or declare it void from inception, not make any return of premium and also recover any unpaid premium;
- will cancel the Policy immediately and return any premium according to Our declared cancellation scale and recover any unpaid premium;
- will remove one or more drivers from Your Policy and adjust Your premium;
- will recover any shortfall in premium;
- will reduce the extent of Your cover;
- will not pay any claim that has been or will be made under the Policy;
- will be entitled to recover from You the total amount of any claim already paid under the Policy plus any recovery costs;
- will regard any other policy that We provide and with which You are connected as fraudulent;
- will inform the police of the circumstances.

E. Unpaid and Return Premium

We will:

- in the event of any claim take any unpaid premiums from any claim payment We make to You or recover any unpaid premium directly from You;
- not refund Your premium if You have made a claim or if one has been made against You during the Period of Insurance.

If You, or We, cancel this Policy it will be subject to the terms detailed in the section of this Policy entitled Cancellation which forms part of the conditions of this Policy.

Endorsements

Your Insurance under this Policy may be extended or restricted by means of an Endorsement. The following Endorsements and any others only apply if their reference code or reference number appears in the Endorsement section of Your Schedule. If an Endorsement applies for a temporary period, the period will be shown in the Schedule or in the Endorsement. All the terms and exceptions of the Policy also apply to Endorsements.

AMP001 - Section G1(a) – Full Policy Cover Abroad

It is understood and agreed that cover under this Policy is extended beyond the 30 days allowed by the Policy in the current Period of Insurance for travel within Designated States. The extended cover period is shown in the Endorsements section of Your Schedule.

AMP003 - Section G2 - Green Card Extension

It is understood and agreed that for the period shown in the Endorsement Section of Your Schedule, cover under this Policy is extended to the countries shown on Your Green Card.

AMP004 - Section G1(b) – Full Cover Abroad

It is understood and agreed that for the period shown in the Endorsement section of Your Schedule, cover under this Policy is extended to any Designated State.

AMP005 - Limited Mileage Agreement

It is understood and agreed that a claim under this Policy will be repudiated should the mileage counter exceed 1000 miles or 1600 Kilometers during any one Period of Insurance. The mileage on Your Odometer has been recorded on the Proposal Form.

AMP006 - Garaging Warranty

It is understood and agreed that this Policy does not cover loss of or damage to the Motor Vehicle by theft, fire or vandalism when left unattended overnight from when last used until when collected by the driver, unless the Motor Vehicle is:

- a. in a locked private garage or in a locked or continuously attended public garage; or
- b. in a properly supervised vehicle park with security attendant on duty at all times; or
- c. in a compound secured by locked gates.

AMP007 - Extension of cover to include Riot

It is understood and agreed that General Exception 21 – Riot, is deleted.

AMP008 - Extension of cover to include Convulsion of Nature

It is understood and agreed that General Exception 22 – Convulsion of Nature, is deleted.

AMP009 - Extension to cover Overturning Risk – Use as an Operation as a Tool

It is understood and agreed that Exception 14 under Section A – Damage to Your Motor Vehicle, is deleted.

Cancellation

You are obliged by Legislation to have insurance in respect of Your Motor Vehicle at all times and proof of Your new insurance cover shall be required by Us prior to any cancellation. Transport Malta will also have to be notified of any change of insurer and We reserve the right to only cancel following Transport Malta's confirmation of such change to Us.

Proof of garaging, scrapping or export of Your Motor Vehicle must also be provided for cover to be cancelled under Your policy.

Your right to cancel

If You are dissatisfied with the terms and conditions of Your Policy, You have the right to cancel the Policy from its original start date within 14 days from the date You receive Your documents. Cancelling Your Policy in this way will mean that You will not have been covered by Us. We will return any premium paid provided no claims or accidents have occurred and reserve the right to charge a €25 administration fee.

If You do not exercise Your right to cancel within the 14 day period and provided no claims or accidents have occurred, We will refund the unused part of Your paid premium according to Our declared scale below:

Maximum number of days Policy has been in force	Percentage of overall premium refunded
30	75.00%
60	62.50%
90	50.00%
120	37.50%
180	25.00%
240	12.50%
241+	0%

Our right to cancel

We may cancel Your Policy by sending seven days' written notice to You at either the email or the postal address last known to Us and, provided:

- no claims or accidents have occurred in the current Period of Insurance;
- We are not cancelling because of a false declaration or fraud;
- all premium payments are paid up to date.

then We will return the paid premium less the proportionate part corresponding to the Period of Insurance the Policy has been in force.

Whether You or We cancel the Policy

If You have not paid Us sufficient money for Us to retain Our proportionate share of the premium, or if You have not paid the full premium but have had an accident or claim or committed a fraud or made a false declaration, then We reserve the right to recover the money that You owe Us.

Cancelling Your Policy means You will not be covered from that date and time.

The Certificate remains Our property and in accordance with Legislation any copies You hold, irrespective of its format (e.g. printed, saved electronically or digitally stored), must be returned to Us at Atlas Insurance PCC Limited 47-50 Ta' Xbiex Seafront Ta' Xbiex XBX 1021.

If You do not return the Certificate You will be required to complete a sworn declaration that all copies have been returned to Us, lost or destroyed.

Data and Privacy Protection

Atlas Insurance PCC Limited and/or any other subsidiaries of Atlas Holdings Limited or any of its daughter companies (hereinafter 'Atlas', 'Us', 'Our', 'We') are the data controllers, as defined by relevant data protection laws and regulations, of personal data held about You or relating to You and/or to any other person/s whom You insure with Atlas (hereinafter 'Others').

In completing all the forms related to Your policies or claims, You confirm Your understanding and acceptance of the terms in Atlas's Data Protection and Privacy Statement. You hereby warrant that You have informed Others why We asked for this information and what We will use it for and have obtained the necessary explicit verbal consent.

Atlas collects and processes information about You and Others for purposes which include preparing requested quotations, underwriting and administering the insurance proposal and policy, carrying out its contractual obligations including handling and settling of claims, and preventing or detecting crime (including fraud). Atlas may monitor calls to and from customers for training, quality and regulatory purposes.

Atlas may collect and disclose Your and Others' information from/to other entities in order to conduct Our business including:

- managing claims, which may require obtaining data including medical information from healthcare providers (including any public or private hospital or clinic) and/or Your employers (for company schemes) and which You hereby authorise;
- administering policies with insurance brokers or other intermediaries appointed by the policyholder;
- helping Us prevent or detect crime by sharing Your information with regulatory and public bodies in Malta or, if applicable, overseas, including the Police, as well as with other insurance companies (directly or via shared databases such as the Malta Insurance Fraud Platform), or other agencies or appointed experts to undertake credit reference or fraud searches or investigations; and/or
- Our third party suppliers or service providers to whom We outsource certain business operations.

We will retain data for the period necessary to fulfil the above-mentioned purposes unless a longer retention period is required or permitted by law.

You can withdraw Your consent to Atlas processing Your personal information which is processed with Your consent, e.g. direct marketing, at any time. You have the right to access Your personal data and ask Atlas to update or correct the information held or delete such personal data from Our records if it is no longer needed for the purposes indicated above. You may exercise these and other rights held in Atlas's Data Protection and Privacy Statement, by contacting Our Data Protection Officer at The Data Protection Officer, Atlas Insurance PCC Limited, 48-50 Ta' Xbiex Seafront, Ta' Xbiex XBX 1021 Malta or email dpo@atlas.com.mt. Please note, however, that certain personal information may be exempt from such access, correction or erasure requests pursuant to applicable data protection laws or other laws and regulations.

If You and Others consider that the processing of personal data by Atlas is not in compliance with data protection laws and regulations, You and Others may lodge a complaint with Us and/or the Office of the Information and Data Protection Commissioner by following this link <https://idpc.org.mt/en/Pages/contact/complaints.aspx>

If You wish to view the full Atlas's Data Protection and Privacy Statement, for a better understanding of how We use this data please visit <https://www.atlas.com.mt/legal/data-protection/>. Kindly note that this is subject to occasional changes including to comply with changing data protection laws, regulations and guidance.

Protection and Compensation Fund

Under the Protection and Compensation Fund Regulations 2003, should Atlas Insurance PCC Limited be unable to meet all its liabilities to Policyholders, compensation may be available.

Full details are available on the Malta Financial Services Authority website www.mfsa.com.mt

Our Promise

What you can do if you are not satisfied with Atlas Insurance

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 final reply to Your concern within 15 working days from the date of receipt of Your complaint. In the unlikely event that We are unable to conclude within this time period, We will write to You explaining why.

If You are still not satisfied

If You are still not satisfied with Our final reply or We have failed to give You a reply within 15 working days without giving You an explanation, You (individuals and micro enterprises) may refer Your 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 21249245 or complaint.info@financialarbiter.org.mt).

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 Dispute 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 Abate Rigord Street 21 322 600

Paola Regional Office 87-89 Vjal Kristu Re 21 668 669 paola@atlas.com.mt

Birkirkara 1 Mannarino Street 21 49 20 00 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

Rabat 267 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 under the Insurance Business Act 1998 to carry on general insurance business and is regulated by the Malta Financial Services Authority. The non-cellular assets of the company may be used to meet losses incurred by the cells in excess of their assets.

Intermediary