

# Atlas Motoring *Policy*



# Atlas Motoring Policy

Contents	Pages
Quick Reference Guide to Your Atlas Motoring Policy	overleaf
Your Contract of Insurance	1
Your Cover (What sections are applicable to Your Policy cover)	2
Definitions (explanation of certain words in Your Policy)	4
Section A – Damage to Your Motor Vehicle	9
Section A1 – Purchase Price Gap	11
Section B – Fire and Theft	12
Section B1 – Purchase Price Gap	14
Section C – Liability to Other People and Their Property	15
Section D – Windscreen and Window Damage	17
Section E – Personal Accident	18
Section F – Additional Benefits	19
<ul style="list-style-type: none"><li>• F1 – Medical Expenses</li><li>• F2 – Personal Belongings</li><li>• F3 – Loss of Keys</li><li>• F4 – Child Seat Cover</li><li>• F5 – Recovery of Your Motor Vehicle Following an Accident</li><li>• F6 – European Emergency Roadside Assistance (Private Motor Cycles)</li><li>• F7 – Electric Vehicles (Private Cars)</li></ul>	
Section G – Geographical Area and Foreign Use	23
Section H – No Claims Discount	24
<ul style="list-style-type: none"><li>• H1 – Optional Protection of No Claims Discount</li></ul>	
Section I – Replacement Motor Vehicle	25
<ul style="list-style-type: none"><li>• I1 – Free Courtesy Car</li><li>• I2 – Optional Courtesy Car</li><li>• I3 – Free increased Courtesy Car Limit</li><li>• I4 – Optional Replacement Commercial Vehicle</li></ul>	
Section J – Recovery of Uninsured Losses	28
Section K – Atlas RoadAssist	30
<ul style="list-style-type: none"><li>• K1 – In Malta</li><li>• K2 – Outside Malta</li></ul>	
General Exceptions	31
General Conditions	35
Endorsements	38
Cancellation	40
Data and Privacy Protection	41
Protection and Compensation Fund	42
What You can do if You are not satisfied with Atlas Insurance	42
No Claims Discount Rules	

Seperate Insert

# Quick Reference Guide

## Words and phrases within the policy document

## Pages

Arbitration	16, 17, 29
Attempted theft/Theft	11, 12, 14, 17, 19, 20, 21, 22
Car Hire/courtesy car	8, 10, 13, 25, 26, 27
Cancellation	36, 37, 39
<b>Certificate</b>	1, 4, 5, 7, 23, 35, 39
Claims/Claims procedure	10, 11, 13, 15, 20, 28, 29, 35, 39, 40
Convertible roofs/Sunroofs	5, 12, 17
Complaints procedure	35
Data and Privacy Protection	40
<b>Designated States</b>	4, 8, 16, 17, 20, 21, 23, 24, 28, 29, 38
Drivers/ <b>Authorised Drivers</b>	4, 6, 8, 11, 15, 16, 18, 27, 28, 31, 33, 35, 36, 38
Driving licence	16, 27, 31
<b>Electric Vehicles</b>	4, 16, 22
<b>Excess</b>	5, 10, 11, 13, 14, 16, 17
Fire	11, 12, 14, 17, 19, 20, 21, 22, 25, 26, 38
Fraud	13, 36, 39, 40
Gap Insurance	10, 11, 13, 14
<b>Geographical Area/Green Card</b>	1, 4, 23, 24, 38
Intoxication (alcohol/drugs)	18, 33
Jurisdiction	1
<b>Keys</b>	5, 6, 11, 14, 19, 20, 21
Liability - Damage to other persons' property/Injury to other persons	15, 23
<b>Market Value</b>	4, 7, 9, 10, 12, 13, 22
Meaning of certain words (that are bold and start with a capital letter)	4, 5, 6, 7, 8
Medical conditions/impairments	33
Modifications to <b>Motor Vehicles</b>	32
<b>No Claim Discount/Protected No Claim Discount</b>	3, 7, 17, 24, 25 (and separate insert)
Parts and <b>Accessories</b>	4, 8, 9, 10, 11, 12, 13, 14, 17, 19, 21, 22, 25, 26
Passengers	5, 6, 8, 18, 20, 32
Policy exclusions <i>(Each section has its own exclusions - General Exceptions are on Pages 31 to 34)</i>	
<b>Purchase Price</b>	8, 10, 11, 13, 14
Road licence	8, 9, 10, 14
Roadside assistance	20, 21, 22
Short-period rates (cancellation)	39
Sale of the <b>Motor Vehicle</b>	33
<b>Trailers</b>	6, 8, 10, 13, 15, 16, 25, 26, 34, 35, 38
<b>Uninsured Losses</b>	28, 32
Use of the <b>Motor Vehicle</b> - Limitations as to Use	2, 5, 6, 7, 16, 18, 26, 31
Use outside <b>Malta</b>	22, 23, 24
Wear and tear	10, 13, 20

# Your Contract of Insurance

applicable to new and renewed policies issued on the 1st June 2022 to 31st March 2024

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**. 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**.

Section	Sub-Section
<b>Section A</b>	Damage to <b>Your Motor Vehicle</b>
<b>Section A1</b>	Purchase Price Gap - <b>Optional</b>
<b>Section B</b>	Fire and Theft
<b>Section B1</b>	Purchase Price Gap - <b>Optional</b>
<b>Section C</b>	Liability to Other People and Their Property
<b>Section D</b>	Windscreen and Window Damage
<b>Section E</b>	Personal Accident
<b>Section F1</b>	Medical Expenses
<b>Section F2</b>	Personal Belongings
<b>Section F3</b>	Loss of <b>Keys</b>
<b>Section F4</b>	Child Seat Cover
<b>Section F5</b>	(a) – Recovery of <b>Your Private Car</b> following an Accident
	(b) - Recovery of <b>Your Private Motor Cycle</b> following an Accident
	(c) - Recover of <b>Your Motor Vehicle</b> following an Accident
<b>Section F6</b>	European Emergency Roadside Assistance
<b>Section F7</b>	<b>Electric Vehicles</b>
<b>Section G</b>	<b>Geographical Area</b> and Foreign Use
<b>Section H</b>	No Claim Discount
<b>Section H1</b>	<b>Optional</b> Protection of No Claims discount
<b>Section I1</b>	Free Courtesy Car
<b>Section I2</b>	<b>Optional</b> Courtesy Car
<b>Section I3</b>	Free Increased Courtesy Car Limit
<b>Section I4</b>	<b>Optional</b> Replacement <b>Commercial Vehicle</b>
<b>Section J</b>	Recovery of <b>Uninsured Losses</b>
<b>Section K1</b>	Atlas RoadAssist - <b>Private Cars &amp; Private Motor Cycles</b>
	Atlas Road Assist - <b>Commercial Vehicles</b>
<b>Section K2</b>	Atlas RoadAssist Outside <b>Malta</b>

Type of Cover as shown in the Schedule		
Comprehensive	Third Party Fire and Theft	Third Party Only
All Motor Vehicles	<i>Not applicable</i>	<i>Not applicable</i>
Private Cars	<i>Not applicable</i>	<i>Not applicable</i>
All Motor Vehicles	All Motor Vehicles	<i>Not applicable</i>
Applicable only with A1	Private Cars	<i>Not applicable</i>
All Motor Vehicles	All Motor Vehicles	All Motor Vehicles
Private Cars	<i>Not applicable</i>	<i>Not applicable</i>
Private Cars	<i>Not applicable</i>	<i>Not applicable</i>
Private Cars	<i>Not applicable</i>	<i>Not applicable</i>
Private Cars	<i>Not applicable</i>	<i>Not applicable</i>
Private Cars	Private Cars	<i>Not applicable</i>
Private Cars	<i>Not applicable</i>	<i>Not applicable</i>
Private Cars	Private Cars	<i>Not applicable</i>
Private Motor Cycles	Private Motor Cycles	<i>Not applicable</i>
Other Motor Vehicles	Other Motor Vehicles	<i>Not applicable</i>
Private Motor Cycles	Private Motor Cycles	Private Motor Cycles
Private Cars	Private Cars	<i>Not applicable</i>
Refer to the Section for full details of the cover applicable		
Applicable in accordance with the latest version of <b>Our</b> declared No Claim Discount rules		
Private Cars	<i>Not applicable</i>	<i>Not applicable</i>
Private Cars	<i>Not applicable</i>	<i>Not applicable</i>
Private Cars	<i>Not applicable</i>	<i>Not applicable</i>
Private Cars	Private Cars	<i>Not applicable</i>
Commercial Vehicles	<i>Not applicable</i>	<i>Not applicable</i>
Private Cars	Private Cars	<i>Not applicable</i>
Included Free	Optional	Optional
Optional	Optional	Optional
Optional	Optional	Optional

# Definitions

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this **Policy**, **Schedule** and **Endorsement**. For ease of reading, the definitions are highlighted by the use of **bold** print and will start with a capital letter.

## Accessories

means parts or products specifically designed to be fitted to **Your Motor Vehicle**, including spare parts and **Electric Vehicle** charging cables but excluding child car seats.

## ADAS

means Advanced Driver Assistance System which is the integrated in-vehicle technology to assist, complement or automate the function of **Your Motor Vehicle**.

## Alternative Parts

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

## Authorised Driver

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

## Certificate

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

## Communicable Disease

means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

## Constructive Total Loss

means when the damage to **Your Motor Vehicle** and/or **Accessories** is so extensive that, as determined by a qualified motor surveyor appointed by **Us**, the total cost of repairs including parts and any additional expenses will be equal to or exceeds **Your estimate of Motor Vehicle Value** including **Accessories** shown in the latest **Schedule** or the **Market Value** at the time of the loss (whichever is the lower).

## Designated States

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**.

## Drive Battery

means the battery used as a source of electric power to drive an **Electric Vehicle**.

## Electric Vehicle

means a **Motor Vehicle** powered entirely or partially by electricity from a **Drive Battery** that requires charging.

## Endorsement

means a document **We** issue showing changes to the terms of the **Policy**.

## Excess(es)

means 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**, however, the following excess will apply to claims related to any loss or damage to soft top convertible roofs:

2% of **Your estimate of Motor Vehicle Value** including **Accessories** shown in the latest **Schedule** or €350 (whichever is the higher)

In the event that more than one relevant excess applies to a single occurrence, the highest **Excess** will apply.

### **Foreign Bureau**

means a **Foreign Bureau** as defined in **Legislation**.

### **Geographical Area**

means **Malta**.

### **Green Card**

means 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**

means

- 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)**

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

### **Legislation**

means 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**

mean 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 **Use 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 which offers such carriage for reward;
- 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 which offers leasing of **Your Motor Vehicles** for reward;
- Use in connection with the business of the lessee and any additional driver but this excludes use for the carriage of passengers for hire or reward;
- 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.

This

- includes use of the towing of any **Trailer**;
- excludes any **Use for Hire or Reward**.

### **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;
- Excluding **Use for Hire or Reward**.

### **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 **Use 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 which offers **Your Motor Vehicles** for hire to hirers;
- Use in connection with the business of the hirer and any additional driver but this excludes use for the carriage of passengers for hire or reward;
- Use for social domestic and pleasure purposes.

### **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 **Use for Hire or Reward**) in connection with **Your** business;
- Use for social domestic and pleasure purposes.

### **Lock(s)**

mean the mechanism within **Your Motor Vehicle** operated by the **Key**.

### **Loss of any limb**

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

### **Malta/Maltese**

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

### **Market Value**

means the cost of replacing **Your Motor Vehicle** with another of the same make and model and of a similar age and condition including any sign writing or vehicle wrapping 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**

means 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**

means 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**

means:

- 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.

Operation of any manufacturer installed and/or professionally certified tail lift apparatus attaching to **Your Motor Vehicle**, shall not be considered as an Operation as a Tool.

**Partner**

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

**Personal Belongings**

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

**Period of Insurance**

means 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**

means 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**

means 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**

means:

- 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**

means 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**

means 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**

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

**Schedule**

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

**State in which Your Motor Vehicle is normally based**

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

**Total Loss**

means when **Your Motor Vehicle** is destroyed or damaged to such an extent that it cannot be repaired for further use as determined by a qualified motor surveyor appointed by **Us**.

**Terrorism**

means 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**

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

**Trailer**

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

Trailers must be towed in accordance with both the law and the **Motor Vehicle**/trailer manufacturer's design specifications.

**Use for Hire or Reward**

means when a motor vehicle is

- used to be rented out or leased out to others and/or
- used to carry goods or passengers

in return for any consideration.

The sharing of costs in the context of a not-for-profit **Private Car**-sharing arrangement shall not be deemed as consideration as long as passengers are not carried as part of a passenger-carrying business and provided the motor vehicle is not designed to carry more than 9 persons including the driver.

**We/Us/Our/Atlas**

means Atlas Insurance PCC Limited.

**You/Your/Insured/Policyholder**

means 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:

1. for **Your Motor Vehicle** and/or **Accessories** to be repaired or pay **You** an amount equal to the estimated cost of repairs including parts as determined by a qualified motor surveyor appointed by **Us**. **We** may choose to pay for **Your Motor Vehicle** to be repaired with **Alternative Parts**, where appropriate, including where **Your Motor Vehicle** is seven years old or more at the time of the accidental loss or damage; or
2. if **Your Motor Vehicle** is declared a **Constructive Total Loss** or a **Total Loss**,
  - an amount equal to **Your estimate of Motor Vehicle Value** including **Accessories** shown in the latest **Schedule**; or
  - the **Market Value**whichever is the lower.

The salvage of **Your Motor Vehicle** will become **Our** property after settlement.

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**.

We will also pay for the unused portion of the unexpired road licence of **Your Private Car**:

- if **Your Private Car** is declared a **Total Loss** and deregistered; and
  - **You** are unable to obtain a refund from Transport Malta,
- from the time that **Your Private Car** has been declared a **Total Loss** up to the expiry date of the road licence.

## Unavailability of repairs and/or parts in Malta

### Where Your Motor Vehicle is repairable and

- cannot be repaired in **Malta**; or
- any part, unit or **Accessory** of **Your Motor Vehicle**
  - is unavailable; or
  - becomes unobtainable or obsolete; or
  - is out of stock in **Malta**,

### We will pay You for:

1. the estimated cost of repairs in accordance with the manufacturer's approved repair methods, using the current average repair hourly rate payable in **Malta** for such or similar repairs for the number of hours determined by a qualified motor surveyor appointed by **Us**; and
2. an amount equal to the price shown in the manufacturer's latest price guide (or that of the manufacturer's agents or authorised original parts suppliers in **Malta**). If no such price guide exists, **We** shall pay an amount equal to the price that was last available from the manufacturer (or the manufacturer's agents or authorised original parts suppliers in **Malta**) plus the reasonable cost of transport (other than by air) to **Malta** together with relative import duty or tax.

## **We will not pay for:**

- a. increased cost of repairs;
- b. increased cost of replacement parts, units and **Accessories**;
- c. additional costs while awaiting delivery of replacement parts, units and **Accessories**;
- d. storage costs while awaiting commencement of repairs to **Your Motor Vehicle**;
- e. additional costs to hire a **Replacement Motor Vehicle** other than the limit allowed by this **Policy** payable for the estimated number of hours for **Your Motor Vehicle** to be repaired.

## **Damage to Your Motor Vehicle outside Malta**

In the event that accidental loss or damage occurs outside **Malta** and repairs must be carried out in the country where the incident occurred for **You** to continue driving safely, **We** will pay for repairs to be carried out in the country where **Your Motor Vehicle** is held for repair together with the replacement of lost or damaged parts.

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). If no such price guide exists, **We** shall pay an amount equal to the price that was last available from the manufacturer (or the manufacturer's agents in the country where **Your Motor Vehicle** is held for repair) together with 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.

## **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 **Your Motor Vehicle** at the time of the loss; and
  - **Your estimate of Motor Vehicle Value** including **Accessories** shown in the latest **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 of road licence (other than when **Your Private Car** is declared a **Total Loss**);
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, electronic, 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**.

## 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** is declared a **Constructive Total Loss** or **Total Loss** 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 **Your 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:

1. for **Your Motor Vehicle** and/or **Accessories** to be repaired or pay **You** an amount equal to the estimated cost of repairs including parts as determined by a qualified motor surveyor appointed by **Us**. **We** may choose to pay for **Your Motor Vehicle** to be repaired with **Alternative Parts**, where appropriate, including where **Your Motor Vehicle** is seven years old or more at the time of the accidental loss or damage; or
2. if **Your Motor Vehicle** is stolen and not recovered or declared a **Constructive Total Loss** or a **Total Loss**,
  - an amount equal to **Your estimate of Motor Vehicle Value** including **Accessories** shown in the latest **Schedule**; or
  - the **Market Value**whichever is the lower.

The salvage of **Your Motor Vehicle**, when declared a **Constructive Total Loss** or a **Total Loss**, will become **Our** property after settlement.

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**.

### Unavailability of repairs and/or parts in Malta

#### Where Your Motor Vehicle is repairable and

- cannot be repaired in **Malta**; or
- any part, unit or accessory of **Your Motor Vehicle**
  - is unavailable; or
  - becomes unobtainable or obsolete; or
  - is out of stock in **Malta**,

### We will pay You for:

1. the estimated cost of repairs in accordance with the manufacturer's approved repair methods, using the current average repair hourly rate payable in **Malta** for such or similar repairs for the number of hours determined by a qualified motor surveyor appointed by **Us**; and
2. an amount equal to the price shown in the manufacturer's latest price guide (or that of the manufacturer's agents or authorised original parts suppliers in **Malta**). If no such price guide exists, **We** shall pay an amount equal to the price that was last available from the manufacturer (or the manufacturer's agents or authorised original parts suppliers in **Malta**) plus the reasonable cost of transport (other than by air) to **Malta** together with relative import duty or tax.



## **We will not pay for:**

- a. increased cost of repairs;
- b. increased cost of replacement parts, units and **Accessories**;
- c. additional costs while awaiting delivery of replacement parts, units or **Accessories**;
- d. storage costs awaiting commencement of repairs to **Your Motor Vehicle**;
- e. additional costs to hire a **Replacement Motor Vehicle** other than the limit allowed by this **Policy** payable for the estimated number of hours for **Your Motor Vehicle** to be repaired.

## **Damage to Your Motor Vehicle outside Malta**

In the event that accidental loss or damage occurs outside **Malta** and repairs must be carried out in the country where the incident occurred for **You** to continue driving safely, **We** will pay for repairs to be carried out in the country where **Your Motor Vehicle** is held for repair together with the replacement of lost or damaged parts.

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). If no such price guide exists, **We** shall pay an amount equal to the price that was last available from the manufacturer (or the manufacturer's agents in the country where **Your Motor Vehicle** is held for repair) together with 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.

## **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 loss or damage covered by this section and

- the cost of repairing it will be more than 60% of the **Purchase Price**; or
- it has been stolen and unrecovered.

**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 **Your Motor Vehicle** at the time of the loss; and
  - **Your estimate of Motor Vehicle Value** including **Accessories** shown in the latest **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 **Your Motor Vehicle** and its contents due to deception or fraud;
5. loss or damage caused by theft or attempted theft if **Your 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 **Your Motor Vehicle** was taken by:
  - a. a member of **Your** family or household; or
  - b. by **Your** employee or **Your** ex-employee; or
  - c. the 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.

## Section B1 – Purchase Price Gap

If this Section is shown as applicable in **Your Schedule**, in the event that **Your Private Car** is stolen and remains unrecovered, or is declared a **Constructive Total Loss** or **Total Loss** 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 **Your Private Car** as well as any amounts paid by **You** for registration tax and/or VAT;
- b. If at the time of loss, **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 single **Trailer** being towed by **Your Private Car**;
- any single **Trailer** up to 4 metres in length, being towed by **Your Motor Vehicle** if this is not a **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 **Your 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 €6,450,000 (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 €1,300,000 (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 **Your Motor Vehicle** and was aware that **Your 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 **Your 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 **Your Motor Vehicle** and/or from any **Trailer** beyond the limits of a road as defined by **Legislation**;
6. for any loss or damage to **Your 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 treatmentprepared, 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 **Your 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 **Your Private Motor Cycle** when the driving licence of the driver is not a standard motorcycle driving licence and is updated with National Code 111;
12. for any liability (and any related costs or expenses) as a result of the transmission of a **Communicable Disease** when the **Limitations as to Use of Your Motor Vehicle** are **Cars for Hire**, or **Leasing**, or **Private Omnibus** or **Self-Drive**;
13. for any liability (and any related costs or expenses) arising out of the **Electric Vehicle** charging cables.

### **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;
- any repairs due to scratching to the bodywork of **Your Private Car** caused by broken glass, as long as there has not been any other loss or damage;
- the **ADAS** within the windscreen to be recalibrated by a qualified technician following the repair to or replacement of the windscreen of **Your Private Car**.

**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, subject to the appropriate **Policy Excesses** and with an effect on **Your No Claims Discount**.

Should repairs and parts for **Your Private Car** be unavailable in **Malta** or the accidental damage occurs outside **Malta**, please refer to the terms of Section A - **How We will pay**, paragraphs **Unavailability of repairs and/or parts in Malta** and **Damage to Your Motor Vehicle outside Malta**.

## 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, the **Private Car Limitations as to Use** shall also exclude the carriage of 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, is €10,000 in the aggregate 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 is below the age of eighteen or is aged seventy-six or older.

## 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-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 **Your Private Car Key** was taken by;
  - a member of **Your** family or household; or
  - by **Your** employee or **Your** ex-employee; or
  - the owner of the **Private Car**except if that person is convicted of the theft;
- e. any claim if, at the time of the incident, **Your Private Car Key** 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 by 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.

## F5a. Recovery of Your Private Car following an Accident

### We will pay:

in the event that **Your Private Car** is disabled following accidental 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 repair facility 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.

## F5b. Recovery of Your Private Motor Cycle following an Accident

### We will pay:

in the event that **Your Private Motor Cycle** is disabled following accidental loss or damage, occurring in **Malta**, 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 repair facility in **Malta**.

### **The most We will pay:**

for recovery costs following any one incident is €350.

## **F5c. Recovery of Your Motor Vehicle following an Accident (Other than Private Cars and Private Motor Cycles)**

### **We will pay:**

in the event that **Your Motor Vehicle** (other than a **Private Car** or **Private Motor Cycle**) is disabled following accidental 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 repair facility and for it to be safely returned to **You** in **Malta**.

### **The most We will pay:**

for recovery costs following any one incident is €350.

## **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**

means 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**

means 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 a **Designated State** 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**; and
  - such use outside **Malta** does not exceed 30 days in the aggregate in any one **Period of Insurance**.

### 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 Cycle** is 15 years old or more at the time of the incident.

## F7. Electric Vehicles

**(Applicable to Private Cars covered under Section A – Damage to Your Motor Vehicle or Section B – Fire and Theft)**

### We will pay:

- a. for any consequential damage (other than fire) as a result of a short circuit to the **Drive Battery** of **Your Electric Vehicle** unless these costs are paid under any other insurance policy;
- b. for additional costs incurred due to the scrapping of the **Drive Battery** and/or decontamination of **Your Electric Vehicle** following accidental loss or damage to **Your Electric Vehicle** covered under this **Policy**.

### The most We will pay:

during the **Period of Insurance** under:

- a. is €20,000 or **Your estimate of Motor Vehicle Value** including **Accessories** (shown on the latest **Schedule**) or **Market Value** (whichever is the lower);
- b. is €1,000.

Should the **Drive Battery** be subject to a hire purchase or leasing agreement, payment of any claim may be made to the owner of the **Drive Battery** as described in the hire purchase or leasing agreement.

## 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 Private 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 (Available only to Private Cars - Comprehensive Cover)**

By paying an additional premium, **Your No Claim Discount** may be protected in accordance with the terms shown 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:

is one of the following limits as chosen by **You** 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** has been declared a **Constructive Total Loss** or **Total Loss** or stolen and not recovered;
- c. if payment is made under I3.

### 13. Free Increased Courtesy Car Limit

If

- **Your Motor Vehicle** is a **Private Car**;
- **Your Private Car** is stolen and unrecovered or has been declared a **Constructive Total Loss** or **Total Loss** 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.

### 14. Optional Replacement Commercial Vehicle

If

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

#### **The most We will pay:**

is one of the following limits as chosen by **You** 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 **Your motor vehicle** has been declared a **Constructive Total Loss** or **Total Loss** or stolen and not recovered.

## 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 **Replacement 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

means 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

mean 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

means 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

mean civil proceedings arising out of an **Accident**.

### Prospects of Success

mean 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

mean 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

means **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 **Malta** and any **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 claims outside **Malta** or any **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 claims **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

On request, **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 payment of the relevant charges and 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 Your Motor Vehicle and Drivers of Your Motor Vehicle

any liability, loss, damage, injury, cost or expenses (including **Costs** as defined in Section J) caused by, arising from or in connection with **Your 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 **Your 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 **Your 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 has been declared a **Total Loss**; or has been declared a **Constructive Total Loss** and has not been safely repaired;

## 6. Motor Vehicle Modifications

any liability, loss, damage, injury, cost or expense (including **Costs** as defined in Section J) if **Your 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 (Private Cars)

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 **Your 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 the number of passengers carried in **Your Motor Vehicle** at any one time exceeds the maximum seating capacity of **Your Motor Vehicle**;

### 13. Intoxication

any liability, loss, damage, injury, cost or expense (including **Costs** as defined in Section J) if the driver of **Your 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, Medical Conditions, Impairments

any liability, loss, damage, injury, cost or expense (including **Costs** as defined in Section J) if **Your 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 or disability 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, injury, cost of expense if **Your Motor Vehicle** is drawing a **Trailer** exceeding 4 metres in length unless the **Policy** has been extended to cover **Trailers** exceeding 4 metres in length;

## **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:**

1. 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;
2. 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;
3. 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 **Your 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 **Your Motor Vehicle** and its contents from loss or damage;
3. allow **Us** to examine **Your Motor Vehicle** at any reasonable time if **We** ask **You**.
4.
  - a. follow **Your Motor Vehicle**'s manufacturer's instructions (including those related to the correct type of **Drive Battery** charging equipment);
  - b. immediately take action on any recall notifications applicable to **Your Motor Vehicle**;
  - c. maintain and update any **ADAS** when requested, notified or published by the manufacturer. If **You** suspect or are advised of any defect in the operation of any **ADAS** on **Your Motor Vehicle**, **You** must arrange for the defect to be rectified by the manufacturer (or manufacturer's agents) or replaced;
  - d. ensure that the **ADAS** within **Your** windscreen is recalibrated by a qualified technician following the repair to or replacement of the windscreen of **Your Motor Vehicle**.
5. make sure that when requested by **Us**, **Your Motor Vehicle** is inspected at **Your** own expense by a qualified engineer approved by **Us**. Any recommendations noted in the inspection report regarding overall, repair or maintenance to **Your Motor Vehicle** must be implemented by **You** within 30 days from the date of the inspection unless otherwise agreed by **Us** in writing.

## F. 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 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.

## **G. 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** within the current **Period of Insurance** for travel within any **Designated State**. The extended cover period is shown in the **Schedule** or by **Endorsement**.

### **AMP003 - Section G2 - Green Card Extension**

It is understood and agreed that for the period shown in the **Schedule** or by **Endorsement**, 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 **Schedule** or by **Endorsement**, 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 the odometer of **Your Motor Vehicle** is being recorded when this **Endorsement** comes into effect.

### **AMP006 - Garaging Warranty**

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

### **AMP013 - Airside Risk Extension**

It is understood and agreed that notwithstanding General Exception 11 of the **Policy**, Section C – Liability to Other People and their Property is extended to include liability while **Your Motor Vehicle** is driven within the airside restricted areas at the Malta International Airport, Gudja, and/or Safi Aviation Park, Malta for the period shown in the **Schedule** or by **Endorsement**.

We shall not be liable in respect of:

1. claims more specifically insured under a policy of aviation insurance but for a provision in the said policy requiring **You** to bear part of the loss;

2. any
  - a. loss of or damage to aircraft or other aerial devices including passenger baggage and property;
  - b. injury to passengers in
    - aircraft or other aerial devices; or
    - coaches and busesor entering or alighting therefrom.

#### **AMP014 - Airside Risk Extension for Motor Vehicle parking purposes**

It is understood and agreed that notwithstanding General Exception 11 of the Policy, Section C – Liability to Other People and their Property is extended to include liability while **Your Motor Vehicle** is driven within the airside restricted areas at the Malta International Airport, Gudja, and/or Safi Aviation Park, Malta solely for the purpose of parking of **Your Motor Vehicle** for the period shown in the **Schedule** or by **Endorsement**.

**We** shall not be liable in respect of:

1. claims more specifically insured under a policy of aviation insurance but for a provision in the said policy requiring **You** to bear part of the loss;
2. any
  - a. loss of or damage to aircraft or other aerial devices including passenger baggage and property;
  - b. injury to passengers in
    - aircraft or other aerial devices; or
    - coaches and busesor entering or alighting therefrom.

#### **AMP019 - Trailer Extension (Trailers exceeding 4 metres in length)**

It is understood and agreed that notwithstanding General Exception 23, cover under Section C – Liability to Other People and their Property is extended to cover **Your Motor Vehicle** while drawing any single **Trailer** exceeding 4 metres in length. Furthermore, the **Limitations as to Use** applicable are to include use while drawing a **Trailer**.

#### **AMP033 - Red Plated Motor Vehicles**

It is understood and agreed that **Your Motor Vehicle** is registered for use during weekends and on public holidays only as regulated by the Motor Vehicles Registration and Licensing Act (CAP368), any subsidiary legislation or regulation attaching to it and any substitute legislation (referred to as **the Act**).

In consequence, it is agreed and understood that **We** will not pay for any claim:

1. in the event that **Your Motor Vehicle** is in use beyond the authorised period set by **the Act** unless such cover is provided by **Endorsement**;
2. for loss or damage to **Your Motor Vehicle** howsoever caused when left unattended overnight unless **Your Motor Vehicle** is held in a locked private garage or in a continuously supervised public garage;
3. under Section G1 – Full Policy Cover Abroad, unless included by **Endorsement**;
4. that is not substantiated with evidence of time and date of the incident leading to a claim.

# 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 48-50 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**' 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**' 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](mailto: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**' 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](http://www.mfsa.com.mt)

## 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 [complaints@atlas.com.mt](mailto:complaints@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, N/S in Regional Road, Msida MSD1920, Malta, telephone 8007 2366 or 21249245 or complaint. [info@financialarbiter.org.mt](mailto: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](mailto:insure@atlas.com.mt).





## Our Offices

### Head Office

48-50 Ta' Xbiex Seafront  
2343 5363 | insure@atlas.com.mt

### Paola

87-89 Vjal Kristu Re  
2343 5810 | paola@atlas.com.mt

### Birkirkara

1 Mannarino Street  
2343 5804 | bkara@atlas.com.mt

### Bormla

55 Gavino Gulia Square  
2343 5807 | bormla@atlas.com.mt

### Luqa

Skyparks Business Centre MIA  
2343 5808 | skyparks@atlas.com.mt

### Mosta

Constitution Street  
2343 5802 | mosta@atlas.com.mt

### Naxxar

13 St George's Street  
2343 5800 | naxxar@atlas.com.mt

### Rabat

267 Vjal il-Haddiem  
2343 5806 | rabat@atlas.com.mt

### San Ġwann

Naxxar Road c/w Bernardette Street  
2343 5803 | sangwann@atlas.com.mt

### St Paul's Bay

2 Toni Bajada Street  
2343 5801 | stpaulsbay@atlas.com.mt

### Żebbuġ

148 Vjal il-Helsien  
2343 5805 | 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 cell in excess of their assets.

Intermediary