

# COLLECTORS' VEHICLE INSURANCE POLICY



**Gasamamo**

INSURANCE

we're always there

# Welcome to your GasanMamo Motor Policy

Thank you for choosing to insure your vehicle with GasanMamo.

We have many years' experience in providing our policyholders with a reliable and competent motor insurance service, so you are in safe hands.

The policy contains all you need to know about the motor insurance cover you have purchased. You will also find information as to what to do if you have an accident and how to make a claim. If you need to ask any questions or should you require further information, please contact us and we will be more than happy to help you out.

We look forward to offering our insurance protection to you and your vehicle.

## What to do if you have an accident

First of all stay calm! Here is what you need to remember:

1. By law, you must stop if there is damage to any vehicle or property, or injury to any person, or certain animals, including dogs and horses. You must give your name, ID card number, address and insurance details to anyone with good reason to ask.
2. Make sure you get the names, addresses and phone numbers of any drivers, passengers or pedestrians involved, and details of any witnesses. By law, drivers must provide details of their insurance company and their policy number.
3. If you have a camera with you (for instance in your mobile phone) it is always a good idea to take photos of the accident, of any road signs or markings and of any damage suffered by the vehicles involved, before the vehicles are moved.
4. Do not admit blame or liability for an accident or offer to pay for any damage.
5. If you are involved in a front-to-rear collision you and the other driver must complete the Accident Report Form. You do not need to leave the vehicles in the same position they were in when the accident happened. If you are obstructing the traffic flow move the vehicles to a

safe area where you can complete the form. Remember to keep the Accident Report Form, which we provided you with when you took out this insurance, in your vehicle at all times.

6. In any other collision, as long as no persons have been injured, you are to call the Traffic Accident Warden service on [2132 0202](tel:21320202). You are required to remain on site until the warden arrives and to provide all the information requested. Do not move the vehicles unless ordered to do so by a Police Officer or by the warden. Follow any instructions given by the warden. We will receive a copy of the report drawn up by the wardens automatically and you will incur no charge for this service.
7. If the collision results in persons being injured, call the emergency services immediately on 112. Do not move any injured persons unless their life is in immediate danger, wait for the paramedics.
8. If, as a result of the accident, damage is caused to state-owned property then it is necessary to call the police who will come on site to draw up a report.
9. If your vehicle cannot be driven following the accident please call the GasanMamo Roadside Assistance Service on [2123 4661](tel:21234661) or [7923 4661](tel:79234661). Your vehicle will be towed for a fee to be incurred by you to a destination of your choice unless you have purchased Roadside Assistance Cover your vehicle will be towed for free to a destination of your choice.
10. If your vehicle suffers damage as a result of any criminal activity (such as an attempted theft or malicious damage) you need to report the matter to the police at the nearest police station. Do not disturb any evidence that the police may require in their investigations.
11. If you collide into or damage any other property belonging to third parties (such as boundary walls, trees, electricity poles, building facades or street furniture) please report the incident to the wardens who will come on site and draw up a report.

Contact us as soon as you can on [2134 5130](tel:21345130) to report your accident. You can also email us or use our website to report the claim:

[accidents@gasanmamo.com](mailto:accidents@gasanmamo.com)

<https://click.gasanmamo.com/portal/motorclaimstep1>

# Definitions

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

## *Accessories*

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

## *Agreed Value*

The value shown on the policy schedule under the heading “insured’s estimate of motor vehicle value”, including accessories and spare parts.

## *Authorised Drivers / Permitted Drivers*

This term, in relation to your vehicle, shall have one of the following meanings as corresponds to the number indicated on the policy schedule:

1. You
2. You and your spouse/partner
3. You and any person aged 25 years or over driving on your order or with your permission
4. You and any person aged 21 years or over driving on your order or with your permission
5. You and any person driving on your order or with your permission
6. You and any person provided he is in your employment and driving on your order or with your permission

Provided that any other number that appears on the policy schedule shall have the meaning ascribed to it either on your policy schedule or by endorsement provided also that the driver holds the appropriate category driving licence to drive the insured vehicle.

### ***Certificate of Motor Insurance***

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

### ***Claim***

A claim against the policyholder or against any person entitled to indemnity under the policy for damages that are required to be covered by legislation, the Protection and Compensation Fund Regulations (including any agreement between insurers drawn up as a result of these regulations) or any other law in force in Malta notwithstanding that the policyholder or such person has failed to give us notice of such event to the insurer.

Each and every loss shall be considered a separate claim under the policy.

### ***Constructive Total Loss***

When the damage to your motor vehicle and/or the accessories is so extensive that the total cost of repairs including any parts required and any additional expenses will be equal to or exceeds the sum insured shown in the latest policy schedule or the market value of your motor vehicle at the time of the loss (whichever is the lower amount)

## ***Designated State***

Designated states include all member states of the European Union, Norway, Liechtenstein, Iceland, United Kingdom, Switzerland, Andorra, San Marino, Vatican City, Monaco, Serbia, Bosnia Herzegovina and Montenegro

## ***Endorsement***

Changes the terms of your policy. Endorsements are subject otherwise to all existing policy exceptions and conditions (applicable endorsements are shown in your policy schedule).

## ***Excess***

The amount you will have to pay towards each and every loss for which there is a claim. The excesses are shown in this policy, on your policy schedule or by endorsement. The highest excess will apply.

## ***Fire***

Fire, lightning or explosion.

## ***Green Card***

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

## *Hazardous Goods*

- high explosives such as nitro-glycerine, dynamite or any other similar explosive;
- 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 25kgs.

## *Legislation*

The Motor Vehicles (Third Party Risks) Ordinance, Chapter 104 of the Laws of Malta.  
Protection and Compensation Fund Regulations, Chapter 403.13 of the Laws of Malta.

## *Limitations as To Use*

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

**Collectors' Car or Classic Motor Cycle** shall mean use solely for social, domestic and pleasure purposes and for your business and/or your spouse's business, or that of your employers or your spouse's employers business. This policy does not cover use for hire or reward.

**Collectors' Multi Vehicle** shall mean vehicles insured under the "Multi Vehicle" scheme operated by GasanMamo Insurance and used solely for social, domestic and pleasure purposes and for your business and/or your spouse's business, or that of your employers or your spouse's employers business. This policy does not cover use for hire or reward.

If you receive a contribution as part of a car sharing arrangement involving the use of any vehicle insured under this policy for carrying passengers for social or similar purposes, we will not consider this to be carriage of passengers for hire or reward provided that the:

- vehicle is not constructed or adapted to carry more than eight passengers (excluding the driver).
- passengers are not being carried in the course of a business of carrying passengers.
- total contributions received for the journey concerned do not involve an element of profit.

### **Malta**

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

### **Period of Insurance**

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

### **Policy Schedule**

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

### **Private Garage**

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



### ***Spouse / Partner***

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

### ***Territorial Limits***

Malta or another country as defined in section 7 of this policy or as may be extended by endorsement.

### ***Total Loss***

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.

### ***Theft***

Theft or attempted theft.

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

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

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

GasanMamo Insurance Ltd.

### ***Third country***

A state other than Malta and which is not a designated state.

## ***Trailer***

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

## ***Your Car/Your Motor Vehicle/Your Motorcycle***

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

# The Contract of Insurance

This policy is a contract of indemnity between you, the policyholder, and us, GasanMamo Insurance Ltd. In return for payment of the premium by you, we will provide insurance in accordance with the policy cover shown in the schedule for any accident, injury, loss or damage that happens within the territorial limits during the period of insurance. This policy, the proposal, the schedule and any endorsements should be read together and form the contract of insurance.

## Law Applicable to Contract

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

## Jurisdiction

The cover provided under section 2 - Your liability to others, shall apply only to judgements, decisions or orders that are delivered by or obtained from a Court in Malta or a designated state. It shall not apply to judgements, decisions or orders, whatever the judgement, decision or order may be called, obtained from a court or other tribunal in a third country. Furthermore the indemnity provided herein shall not apply to a judgement or order obtained in Malta or in a designated state for the enforcement of a judgement, decision or order obtained in a third country or to costs and expenses of litigation recovered by any claimant from you, which costs and expenses of litigation are not incurred in Malta or in a designated state.

## Changes we need to know about

You must take reasonable care to provide complete and accurate answers to the questions we ask, when you take out, make changes to, and renew your policy.

Please tell us immediately if you become aware of any changes to your circumstances which may affect this insurance or any other material facts. Such facts could include but are not limited to:

- a change to the persons to be insured;
- a change in the address where you normally keep your vehicle;
- a change of use of your vehicle;
- pending prosecutions, outstanding police enquiries, criminal convictions or charges for a criminal offence of any of the persons to be insured and motoring convictions;
- you must also inform us immediately if the ownership of your vehicle changes as the protection offered by this policy applies only for as long as you are the owner of the vehicle;
- any modification to your vehicle;
- any physical or mental impairment to any person insured by this policy.

When you inform us of a change, we will tell you if this affects your policy, for example whether we are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to your policy.

If the information provided by you is not complete and accurate:

- we may cancel your policy and refuse to pay any claim, or
- we may not pay any claim in full, or
- we may revise the premium and/or change the compulsory excess, or the extent of the cover may be affected.

Failing to disclose any changes may result in your policy becoming null and void and cover not being operative.

## *Insurance Provided*

<b>Comprehensive</b>	All sections of the policy are operative
<b>Third Party Fire and Theft</b>	Sections 1 and 3 of this policy shall be limited to loss of or damage to the vehicle caused by Fire or Theft. Sections 2, 4, 5, 6 and 7 are operative
<b>Third Party Only</b>	Sections 2, 4, 6 and 7A are operative

# Section 1 - Loss of or damage to your vehicle

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

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

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

The maximum amount payable in all cases will be:

1. the agreed value of your vehicle; or
2. the cost of repairing your vehicle up to the agreed value.

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

If we declare the vehicle a total loss or a constructive total loss and pay the agreed value of your vehicle, it will then belong to us. If we agree that you retain ownership, we will determine the salvage or scrap value of your vehicle and this amount will be deducted from the cash payment. The cover provided by this section will be deemed exhausted for the remaining period of insurance. Should you wish to reinstate this cover we will need to inspect your vehicle and you will need to pay an additional premium.

## ***Removal and Protection***

If your vehicle is disabled through loss or damage insured under this policy we will pay for the reasonable cost of protection and removal of your vehicle to the nearest suitable repairer and the reasonable cost of delivery to your address shown on the policy schedule after repair up to a maximum of €350.

## ***Spare Parts and Accessories***

We may decide to repair your vehicle with parts which may have not been made by the manufacturer of your vehicle but which are of a similar standard. If any accessories or spare parts required for the repair of your vehicle are not available from the stocks held in the country in which it is being held for repair, we will have the option to pay in cash the cost of such accessories or parts limited to:

- the price quoted in the latest available catalogue or price list issued by the manufacturer or his agents for the country in which your vehicle is held for repair. If no such catalogue or price list exists the price last obtaining at the manufacturer's works plus the reasonable cost of transport, otherwise than by air, to the country in which your vehicle is held for repair and the amount of the relative import duty; and
- the reasonable cost of fitting such accessories or parts

## ***If your vehicle cannot be repaired in Malta***

We will have the option to pay in cash for the cost of repairs. This cost will be estimated by us, taking into consideration the cost of any accessories and/or spare parts that need to be replaced, the workmanship hours needed to carry out the necessary repairs in accordance with the repair method approved by the motor vehicle's manufacturer, using the hourly rate paid out to the repair facility in Malta approved by the motor vehicle's manufacturer. In the absence of such a facility, the workmanship rate paid to a repair facility in Malta approved by other similar motor vehicle manufacturers will be used.

## Authorisation of Minor Repairs

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

- the estimated cost of such repair does not exceed the sum of €250 and;
- an estimate of the cost is forwarded to us without delay.

## Excesses

If your vehicle is damaged, lost or stolen you will be responsible for the first part of the cost as shown below;

Value of Vehicle	Amount you pay
up to €23,300	€100
over €23,301 to €58,300	€200
over €58,301 to €116,500	€600
€116,501 and over	€1200

If the insured vehicle is not a motorcycle and the loss or damage is caused by theft or attempted theft you will have to pay a minimum excess of €200 of any claim.

If your vehicle is damaged while being driven by the holder of a provisional licence or a full licence for less than 12 months or who is aged below 25 years, you will be responsible for an additional cost of €100.

These are in addition to any compulsory excesses that may apply. However, in respect of cars, you will not be responsible for any part of the cost where damage is restricted to accidental breakage of window glass (or any scratching of bodywork resulting solely and directly from such accidental breakage) howsoever caused.



## *Exceptions to section 1 of your policy*

*Your policy does not cover the following:*

1. *Loss of use, wear and tear, depreciation, deterioration or any loss or damage which happens gradually.*
2. *Mechanical, electrical, electronic failure breakdown or breakage.*
3. *Computer and equipment failure or malfunction.*
4. *Loss or damage arising from theft or attempted theft whilst:*
  - *your vehicle is unlocked;*
  - *your vehicle's windows are open;*
  - *your vehicle's sun roof is left open or unlocked;*
  - *your vehicle's removable roof panel is not attached and locked;*
  - *your vehicle's convertible roof or hood is not secured and locked;*
  - *your vehicle ignition keys or devices used to gain entry or to operate your vehicle have been left in or on the vehicle;*
  - *your vehicle has been left unattended with the engine running when there is no one in it.*
5. *Damage to tyres by braking or by punctures, cuts or bursts.*
6. *Any part of a repair or replacement which improves your vehicle beyond its condition before the loss or damage took place.*
7. *Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.*
8. *Loss of value following repair.*
9. *Loss or damage to audio and other in-car entertainment equipment, portable GPS navigation systems and mobile phones unless fitted by the vehicle manufacturer.*

10. *Damage caused by overloading or strain.*
11. *Loss or damage by theft, vandalism or malicious persons arising if your vehicle is left in the open between the hours of 10:00pm and 6:00am.*
12. *Loss or damage to helmets or protective clothing.*
13. *Loss or damage to accessories and spare parts by theft if the motorcycle is not stolen at the same time.*
14. *Loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public Authority.*
15. *Loss or damage from incorrectly fuelling your vehicle.*
16. *Loss or damage caused by insects or vermin.*
17. *Loss or damage to your vehicle where possession is obtained by trickery (fraud) or deception.*
18. *Storage costs incurred while the vehicle is awaiting the commencement of repairs.*
19. *Loss or damage to any trailer or vehicle, or their contents, while being towed by your vehicle.*
20. *Loss of use or other indirect costs such as travel costs or loss of earnings.*

## Section 2 - Your liability to others

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

1. Death or bodily injury to other persons up to a limit of €6,450,000 or any higher limit imposed by legislation for any one claim or series of claims arising out of any one event as a result of any accident involving your vehicle or the loading or unloading of your vehicle; and
2. Damage to third party property up to a limit of €1,300,000 or any higher limit imposed by legislation for any one claim or series of claims arising out of any one event as a result of any accident involving your vehicle or the loading or unloading of your vehicle.

Provided that we shall guarantee in each designated state the cover required by the law of that state or the cover required by the laws of Malta if that cover is higher.

We will also insure you in the same way following an accident involving any one disabled mechanically propelled vehicle or any trailer attached to your vehicle. We will not however pay for any loss or damage to the disabled vehicle or the trailer itself. We will also pay any expenses for which you have our written authority to claim.

We will have the option to give up the conduct of your defence, settlement or proceedings, in the event of a claim where payment of the €6,450,000 or any higher limit imposed by legislation is made in respect of death or bodily injury to other persons and €1,300,000 or any higher limit imposed by legislation in respect of damage to other persons' property.

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

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

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

- Any person you give permission to drive your vehicle provided that your certificate of motor insurance and/or policy schedule allows that person to drive;
- Any passenger travelling or getting into, onto or out of your vehicle.

### ***Indemnity to Legal Personal Representatives***

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

### ***Legal Costs***

We may at our option:

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

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

### ***Excess***

For each claim under this section you will be responsible to pay the first €50 of each and every claim. These excesses apply in addition to any other compulsory excesses that may apply. These excesses shall not apply where a claim is being made under section 1 of your policy in which case all terms applicable to section 1 shall apply.

## ***Application of Limits of Indemnity***

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

## ***Exceptions to section 2 of your policy***

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

- 1. Any claim, if the claim relates to loss or damage to property (including any towed disabled mechanically propelled vehicle or trailer) being conveyed or belonging to or in the care of anyone we insure or any member of their households who claims under this part of the policy.***
- 2. Damage to any vehicle covered by this section.***
- 3. Loss, damage, injury or death caused by pollution or contamination as a result of any load seeping from your vehicle or any load spilling from or shifting in your vehicle except where such liability is required to be covered by legislation. For the purpose of this exclusion, pollution or contamination shall be deemed to mean all pollution or contamination of buildings or other structures or of water or land or the atmosphere.***
- 4. Any liability incurred by anyone entitled to protection under the liability section of any other insurance.***
- 5. Loss, damage, injury or death occurring whilst your vehicle is being used in that part of an aerodrome or airport provided for the take-off or landing of aircraft on the surface, aircraft parking aprons including the associated service roads and ground equipment parking areas and those parts of passenger terminals which come within the customs examination area except where such liability is required to be covered by legislation.***

## Section 3 - Breakage of Glass

The limit of our liability in respect of the repair or replacement of glass in your vehicle's windscreen or windows, or to the bodywork scratched by the accidental breakage of your vehicle's glass is €300. This extension shall not apply whilst your vehicle is undergoing servicing or repairs.

## Section 4 - Emergency Treatment

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

No excess applies under this section.

## Section 5 - Medical expenses

If you or any other occupant of your vehicle is injured as a direct result of your vehicle being involved in an accident, we will pay for the medical expenses in connection with such injury up to the sum of €500 in respect of each person injured.

No excess applies under this section.

## Section 6 - While your vehicle is under the control of another person.

We will continue to give you the full protection of this policy when your vehicle is in the custody and control of:

- a member of the motor trade for the purposes of maintenance or repair
- a hotel or restaurant or car parking service or car valeting service

For this purpose we ignore any limitations as to driving or use as shown on your policy schedule or in any exclusion. We retain the right to make use of the subrogation rights given to us by law and under the terms of this policy in order to seek a recovery of all payments made from the person responsible for causing such liability, loss or damage.

The same excesses mentioned under section 1 and section 2 apply.

## Section 7 – If you take your vehicle abroad

### *A- Minimum cover for use abroad*

This policy provides the minimum cover you need by law for your vehicle when using it in any designated state. The level of cover we provide will be the minimum necessary to keep to the laws on compulsory insurance in the country where the event happened; or, the minimum cover needed either in that country or in Malta, whichever is higher.

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

This policy is intended to provide insurance protection for vehicles that are registered and based in Malta other than for short trips abroad not exceeding 30 days in total in any one period of insurance. If you exceed this or intend to exceed 30 days overseas travel during the policy period, you must notify us immediately.

All designated states have agreed that a Green Card is not necessary for cross border travel. Your certificate of motor insurance should, therefore, provide sufficient evidence that you are complying with the laws on the compulsory insurance of motor vehicles in any of these countries that you visit. If, however, you contact us one working day before departure, we will be able to provide you with useful information on driving abroad, what to do and who to contact in the event of an accident.

### *Travelling with your vehicle to countries other than designated states*

There is no cover for countries outside the territorial limits. We may be prepared to extend cover to certain of these countries on request, in which case we will provide you with a Green Card and an additional premium will be required. You must contact us at least two weeks before so that we can prepare the necessary documentation.



## ***B - Extending your cover***

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

# GENERAL EXCEPTIONS

*Your policy does not cover the following:*

1. *Any claim if any person insured under this policy does not keep to the terms, exceptions and conditions of this policy. The cover will also not apply if they can claim under another policy.*
2. *Any liability, accident, injury, loss or damage while any vehicle insured under this policy is being:*
  - a. *used otherwise than for the purposes described under the 'Limitation as to Use' section of your certificate of motor insurance and/or policy schedule; or*
  - b. *driven by or is in the charge of any person to whom your vehicle has been hired; or*
  - c. *driven by or is in the charge of any person other than as described under the section of your certificate of motor insurance and/or policy schedule headed 'authorised drivers'; or*
  - d. *driven by or is in the charge of any person including you:*
    - *who does not hold a valid driving licence to drive the vehicle insured; or*
    - *whose driving licence expired more than 60 days prior to the date of the accident; or*
    - *whose driving licence has been withdrawn or is suspended; or*
    - *where that person has been disqualified from holding or obtaining a driving licence; or*
    - *where that person is not complying with the terms and conditions on their licence.*
  - e. *driven by or is in the charge of any person including you if at the time of driving the driver:*
    - *is found to be over the limit prescribed by law for alcohol; or*
    - *is driving whilst unfit through drink or drugs, except for drugs taken under medical supervision and not for the treatment of drug addiction; or*
    - *fails to provide a sample of breath, blood or urine when required to do so without lawful reason.*

*This exclusion applies irrespective of whether or not;*

- you were aware of the condition of the driver; or*
- you gave consent to the driver to use the vehicle.*

*We will not withdraw this cover if the liability, loss or damage was caused as a result of theft*

- 3. Any motor vehicle where the mileage exceeds 2000kms in any one Period of insurance. This limit will apply in the aggregate where the Policyholder owns and has licensed more than one vehicle under the Collectors' Multi Vehicle Scheme.*
- 4. Any liability you have accepted solely by virtue of an agreement but which would not attach if that agreement did not exist.*
- 5. Any amounts payable under this policy which are unrecoverable from any third party solely due to an agreement or contract.*
- 6. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever of any consequential loss and any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - a. ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.*
  - b. the radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.**
- 7. Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, insurrection or military or usurped power, detention, seizure, confiscation or any attempt thereat except so far as is necessary to meet the requirements of legislation.*
- 8. Any consequence of civil commotion assuming the proportions of or amounting to a popular rising.*

9. *Death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss, of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss or any action taken in controlling, preventing, suppressing or in any way relating to terrorism.*

*For the purpose of this policy an act of terrorism means:*

- a. the use of threat of force, violence and/or;*
  - b. harm or damage to life or to property including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents, by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes expressed or otherwise and/or to put the public or any section of the public in fear.*
10. *Any liability, accident, injury, loss or damage arising outside the territorial limits.*
11. *Any liability, accident, injury, loss or damage arising as a result of your vehicle being used for racing, pace-making, reliability trial or speed testing, off-roading or use for any purpose in connection with the motor trade.*
12. *Any liability, accident, injury, loss or damage in respect of your vehicle in relation to which you have entered into any contract of sale or purported contract of sale whether this transaction constitutes a valid contract or not or would have constituted a valid contract but for the failure to comply with the provisions of any legislation applicable to the sale of vehicles.*
13. *Any liability, accident, injury, loss or damage if at the time of the accident the number of passengers carried in/on your vehicle exceeds the number indicated in your policy schedule.*
14. *Any liability, accident, injury, loss or damage caused by the use of your vehicle as a weapon with the intent to cause loss, damage or injury to any person.*

15. *Any liability to pay any claim or pay any benefit hereunder 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.*
16. *Any liability, accident, injury loss or damage if your vehicle:*
  - a. *is not registered in Malta unless it is in the process of being registered as provided by section 7 of this policy;*
  - b. *is not normally based in Malta;*
  - c. *has been previously certified as unable to be repaired by an approved motor surveyor or other expert unless you are able to present satisfactory evidence that the vehicle was repaired and made roadworthy.*
17. *Any liability, accident, injury, loss or damage if at the time of the accident the vehicle was involved in the carriage of hazardous goods other than Liquefied Petroleum Gas (LPG) cylinders up to 50kgs in total.*
18. *Any actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a communicable disease or the fear or threat (whether actual or perceived) of a communicable disease. Communicable disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:*
  - a. *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;*
  - b. *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;*
  - c. *the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage.*

19. *Any liability, accident, injury, loss or damage, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any cyber act or cyber incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any cyber act or cyber incident. This includes any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data shall not be recoverable under this policy, nor be considered as physical loss or damage for the purposes of this exclusion.*

*A cyber act means any unauthorised malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer system.*

*Cyber incident means any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer system; or any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any computer system.*

*Computer system means any computer, hardware, software, communications system, electronic device, server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.*

*Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a computer system.*

20. *Any liability, accident, injury, loss or damage arising from a deliberate act by you or any person, driving or using your vehicle.*

# GENERAL CONDITIONS

## ***1. CLAIMS PROCEDURE***

As soon as reasonably possible after any accident, injury, loss or damage, you or your legal representatives must notify us giving full details of the incident. Any communication you receive about the incident should be forwarded to us immediately unanswered. You must also provide us with any information or instructions that we may reasonably ask for in relation to your claim, if we do not receive all the information or instructions we need we may delay or suspend your claim.

It shall be a condition precedent to your right to be indemnified under this policy that you or your legal representatives must let us know immediately in writing if anyone insured under this policy is to be prosecuted as a result of the incident, or if there is to be an inquiry, or becomes aware of any legal or judicial proceedings brought or threatened, whether in Malta or in a foreign court or tribunal. In the event of theft or other criminal act which may give rise to a claim under this policy, you or any other person claiming indemnity under this policy must advise the police authorities immediately and cooperate with us to convict the offender. You, or anyone else claiming under this policy, must not admit to any claim, promise any payment or refuse any claim without our written consent. We may at our option take over and conduct in your name, or the name of the person claiming under the policy, the defence or settlement of any claim or take proceedings for our own behalf but in your name, or in the name of anyone else insured by this policy to recover any payment we have made under this policy. We shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this policy shall give us all the information and assistance necessary for us to achieve a settlement.

## ***2. CANCELLATION BY US***

We, or any agent appointed by us and acting with our specific authority may cancel this policy by sending not less than seven days' notice of cancellation to your last known address. We will calculate the premium for the period we have been insuring you and refund any balance. You will be required to return your certificate of motor insurance to us. Please note that it is an offence under current legislation not to surrender the certificate within seven days of the cancellation date.

## ***3. CANCELLATION BY YOU***

You may cancel this policy as long as the policy is not lapsed and you notify us within 90 days from the date on which you disposed of the vehicle. In addition, you must be able to present evidence that your vehicle has been transferred to a new owner, and another insurance policy is in force, or else that the vehicle has been registered as "garaged" or "scrapped" or "exported" in accordance with any Transport Malta rules and regulations effective at the time of cancellation. You are also required to return your Certificate of Motor Insurance to us.

Unless you have made a claim during the current period of insurance, we will calculate the charge for the expired portion of your insurance using our short period rates and refund any amount due to you.

No refund of premium will be given if a claim has been registered on the policy during the current period of insurance.



#### 4. SHORT PERIOD RATES

Period of Insurance not exceeding:	% of Annual Premium due to You
30 days	85%
60 days	75%
90 days	67%
120 days	60%
150 days	50%
180 days	40%
210 days	30%
240 days	20%
300 days	10%

*If the period of insurance exceeded 300 days no return premium is due.*

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

#### 5. OTHER INSURANCE

If at the time of any claim arising under this policy there is any other insurance policy covering the same loss, damage or liability, we will only pay our share of the claim. This provision will not place any obligation upon us to accept any liability under section 2 – Your liability to others which we would otherwise be entitled to exclude under exclusions to section 2 no 4.

#### 6. YOUR DUTY TO PREVENT LOSS OR DAMAGE

You shall at all times take all reasonable steps to safeguard your vehicle from loss or damage. This includes closing all windows, including sunroof while ensuring that you activate any antitheft device fitted and removing any audio equipment or parts of it where physically possible when you, or the person in charge of your vehicle, leave the vehicle unattended.

You shall maintain your vehicle, including the tyres, in an efficient and roadworthy condition

and we shall have, at all times, free access to examine your vehicle and trailer. You shall not drive your vehicle if there is a risk of loss or damage being caused, as per the instructions in your motor vehicle's manual.

## ***7. ARBITRATION***

All differences arising out of this Policy shall be referred to the decision of an arbitrator appointed under the provisions of the Arbitration Act 1996 within one month after a written request by you or us. An award must be made by the arbitrator before any court proceedings can be started against us. If we refuse liability for a claim and this claim is not referred to arbitration within one year from the date of such refusal, the claim shall be deemed to have been withdrawn and cannot subsequently be revived.

## ***8. YOUR DUTY TO COMPLY WITH POLICY CONDITIONS***

Our provision of insurance under this policy is conditional upon you observing and fulfilling the terms, provisions and conditions of this policy. We will only provide the insurance described in this policy if the information given on your proposal form and declaration is to the best of your knowledge and belief, correct and complete. You have a duty to inform us of any facts the knowledge of which could affect our decision to accept the insurance or the terms under which we would accept it.

## ***9. FRAUD***

If any claim is in any way fraudulent or if you or anyone acting on your behalf has used any fraudulent means or devices, including but not limited to inflating or exaggerating the claim or submitting forged or falsified documents, all benefit under this policy shall be forfeited and no refund of premium shall be due.

## ***10. OWNERSHIP***

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

## ***11. PAYMENTS MADE UNDER COMPULSORY INSURANCE REGULATIONS AND RIGHTS OF RECOVERY***

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

## ***12. SUBMISSION TO FOREIGN COURT OR TRIBUNAL***

Without prejudice to the Jurisdiction Clause set out in this policy, it shall be a condition precedent to your right to be indemnified under this policy that you do not voluntarily submit to the jurisdiction of a foreign court or tribunal, whether by means of entering an appearance or by means of a choice of court or jurisdiction agreement, without our previous consent in writing. Provided that this condition shall not apply to judicial proceedings brought before a court or tribunal of a designated state which would have had jurisdiction against you, irrespective and independently of your submission to its jurisdiction. For the purposes of this condition, “foreign court or tribunal” means a court or other tribunal outside Malta.

## ***13. DIRECT RIGHT OF ACTION***

Third parties may contact us directly in the event of an accident, loss or damage as allowed by legislation. In these circumstances we may deal with any claim, subject to legislation and to the terms and conditions of your policy.

## 14. RENEWAL

Regardless of your claims history, at renewal, we have the right to amend your policy terms and conditions.

This may include:

- imposing terms such as the application of excesses or endorsements;
- increasing your premium;
- excluding cover or drivers;
- amending the policy wording; and/or
- declining to renew your policy

We will notify you in writing of any such action prior to the renewal date of your policy.

# SERVICE INFORMATION

## *HOW WE CAN USE YOUR INFORMATION AND WHO WE SHARE IT WITH*

It is a condition of the policy that you agree to the processing of personal data in the way set out in the Data Protection Statement. You have given us permission to do this when you signed the Data Protection Notice contained in the proposal form. All personal data provided by you will be treated in confidence and will not be disclosed to any third party except where the data subject has consented thereto or where permitted by law. To the extent that the information provided by you constitutes personal data, you agree to the processing of such data for purposes which include:

- managing and administering your proposal for insurance;
- issuing your insurance policy and the collection of premiums and other bills;
- handling and settling of claims and paying other benefits;
- reinsurance or coinsurance;
- preventing, detecting, suppressing and prosecuting insurance fraud;
- establishing, exercising or defending a legal claim;
- meeting any other legal or contractual obligation;
- prospecting new insurance markets;
- internal management and actuarial activities;
- assessing creditworthiness, protecting credit and limiting relevant risks.

In addition you agree that we may pass some or all of the information that relates or is ancillary to the claims history of persons who may claim under your policy to the Malta Insurance Fraud Platform, other insurance companies or to the Malta Insurance Association for any of the here stated purposes.

Information about you comprises of all details we hold about you, your transactions and includes information obtained from third parties. If you contact us electronically we may collect your electronic identifier, such as your IP address (Internet Protocol) and your telephone number as supplied by your service provider. We may also record telephone conversations. In accordance with the Data Protection Act you may request a copy of the information we hold about you. A fee may be payable.

## IMPORTANT INFORMATION

Under the Protection and Compensation Fund Regulations 2003, should the company be unable to meet all its liabilities to policyholders, compensation may be available.

Further information may be obtained by visiting the Malta Financial Services Authority website **[www.mfsa.com.mt](http://www.mfsa.com.mt)**.

## ***COMPLAINTS PROCEDURE***

As a valued customer you are right to expect fairness and a swift and courteous service at all times. We recognise that sometimes you may be dissatisfied with our service. To help us improve we would appreciate your honesty in telling us about your experience of our service – Your feedback will make all the difference.

### ***WHAT SHOULD YOU DO?***

- Step 1.** Please speak to your usual insurance advisor or your GasanMamo Insurance Ltd contact.
- Step 2.** If you remain dissatisfied or you feel your complaint remains unsolved please write to the **Managing Director, GasanMamo Insurance Ltd, Msida Road, Gzira GZR1405** giving us your policy or claim number in any correspondence.
- Step 3.** If, after making a complaint to us, you are still unhappy and feel the matter has not been resolved to your satisfaction you have the right to refer the matter to the **Office of the Arbiter for Financial Services, N/S in Regional Road, Msida MSD 1920** or email on [complaint.info@financialarbiter.org.mt](mailto:complaint.info@financialarbiter.org.mt).

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

### ***TELEPHONE MONITORING***

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



**GasamMamo**  
INSURANCE

**Head Office:**

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**Branches:**

B'Kara • Mellieha • Mrieħel • Mosta • Paola • al Qormi • Rabat • Tas-Sliema • Valletta

GasamMamo Insurance Ltd is authorised under the Insurance Business Act and regulated by the MFSA.

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