



**MOTOR INSURANCE**  
POLICY DOCUMENT

# Welcome

Thank **You** for choosing **Elmo** Insurance Limited as **Your** insurer. As a valued customer, **We** are committed to provide **You** with prompt and efficient customer support service.

This booklet sets out the cover available to **You**. It also explains how to make a **Claim**, together with the **Policy** terms and conditions.

Do not wait until **You** have a **Claim** to make sure **You** understand **Your Policy**. Please read it carefully and keep it in a safe place.

Please make sure that all the details shown in the **Schedule** which is attached to and forms part of the **Policy** are correct. Let **Us** know immediately if any change is required.

**We** trust that **You** will find **Our** service to be professional and efficient and that **You** will continue to make use of **Our** services.







# About Your Motor Insurance Policy

**Elmo** Motor Insurance Policies are underwritten by **Elmo** Insurance Ltd who is authorised to carry out general business of insurance and is regulated by the Malta Financial Services Authority, Company Registration Number C3500.

This **Policy** is evidence of the contract between **You** and **Us** based on the information **You** have given to **Us** on-line and/or in the **Proposal Form**, which **Proposal Form** is deemed to be the basis of the contract.

This **Policy** booklet provides **You** with full details of **Your** cover. It should be read together with all the documents provided, which together make up the **Policy**.

The **Policy** is made up of the:

- **Proposal Form**
- **Certificate of Motor Insurance**
- **Policy Schedule**
- Motor Insurance **Policy** Document
- Any **Endorsements** applicable to the **Policy**.

In return for receiving and accepting **Your Premium**, **We** will provide **You** with the insurance cover as shown in **Your Policy** Documents for accident, injury, loss or damage that occur within the stipulated **Geographical Area** during the **Period of Insurance**.

## Applicable Law

The Laws of Malta will apply to this contract unless **You** and **Us** agree otherwise. The **Legislation** that is referred in the **Policy** is The **Motor Vehicles** (Third Party Risks) Ordinance (Chapter 104) and any subsidiary **Legislation** enacted in Malta.

## Changes We need to know

**You** are obliged to inform **Us** immediately of any changes in the information **You** have provided or changes in **Your** circumstances as soon as **You** become aware of them or as soon as reasonably possible.

Changes may include, but are not limited to:

- A change to the persons to be **Insured**
- A change in the address where **You** normally keep **Your Motor Vehicle**
- A change of use of **Your Motor Vehicle**
- A change in ownership of **Your Motor Vehicle**
- Any **Modifications** in the **Motor Vehicle** including mechanical **Modifications**
- Physical or mental impairments to any person who is **Insured** under **Your Policy**
- Pending prosecutions, pending criminal investigations, motoring convictions, criminal convictions or criminal arraignments of any of the persons to be **Insured**.

For this contract to be valid, all the information that **You** provide to **Us** must be true and complete to the best of **Your** knowledge and belief. If **You** do not inform **Us** of such changes, the Insurance **Policy** may not protect **You** in the event of a **Claim**.

# Meaning of Words

The words or expressions listed below have the following meaning wherever they appear in the Policy, the Schedule or any Endorsement.

## Accessories

A product specifically designed for attachment to **Your Motor Vehicle** and which is not directly related to the enhancement of the performance of **Your Motor Vehicle**.

## Alternative Parts

Includes parts that are recycled from other **Motor Vehicles**, non-original parts or parts referred to as “pattern”.

## Authorised Drivers

This term, in relation to the **Motor Vehicle** shall have one of the following meanings corresponding to the number indicated on the Motor Insurance **Schedule**:

1. **You**;
2. **You** and one named driver as declared in the **Proposal Form**;
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 aged 18 years or over, driving on **Your** order or with **Your** permission;
6. **You** and any person, provided he/she is **Your** employee and driving on **Your** order or with **Your** permission;
7. **You** and any person aged 36 years or over, driving on **Your** order or with **Your** permission;
8. **You** and listed drivers as specified by **Endorsement**;
9. **You** and any person aged 50 years or over, driving on **Your** order or with **Your** permission;

## Certificate of Motor Insurance

A document deemed as evidence that **You** have the minimum compulsory Motor Insurance cover as required by law.

## Claim

A demand for compensation 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 or such other regulations in substitution thereof (including any agreement between Insurers thereunder) or any other law in force in Malta, notwithstanding that the **Policyholder** or such other person has failed to give notice of such event to the Insurer. In respect to **Claims** where only own damage is being claimed, each and every loss or occurrence shall be considered as a separate **Claim** under the **Policy**.



### Designated State

A **Designated State** shall mean:

- A member state of the EU;
- A member state of the EEA;
- Andorra, San Marino, Vatican City and Switzerland.

### Electric Scooter

A motorised stand up scooter using a small electric motor designed to carry only the driver and no passengers.

### Endorsement

An alteration made to the terms of the **Policy** (Endorsements are subject to all existing **Policy** terms and conditions. Where applicable these are shown on **Your Schedule** and/or attached to the **Policy**).

### Excess

- **Compulsory excess**

The minimum amount that **You** will have to pay towards any **Claim**. The amount of the Compulsory **Excess** can depend on the details **You** provide (can depend on age of drivers or any agreement between **Us**) as shown by **Endorsement**.

- **Voluntary excess**

In addition to **Your Compulsory Excess** **You** may opt to increase the amount of **Excess** **You** pay in the case of a **Claim**. **We** will then apply a reduction in the insurance **Premium**.

### Fire

**Fire**, lightning or explosion.

### Geographical Area

Malta or any other country to which the **Policy** may be extended by **Endorsement**. With regards to the cover under "Section 1 - Third Party Liability" of this **Policy**, **Geographical Area** includes:

- The territory of a **Designated State**;
- The territory of a **Third Country** during a direct Journey between Malta and the territory of a **Designated State**, or between the territory of the two Designated States if there is no foreign bureau in such territory, in respect of any loss or injury which is suffered by a Maltese national or a national of a **Designated State** and caused by the **Motor Vehicle**.

## Hazardous Goods

- High explosives such as nitro-glycerine, dynamite or other similar explosives;
- Pyrotechnical materials;
- Bulk supplies of liquified petroleum or gasoline;
- Gases or chemicals in liquid, compressed or gaseous form (other than liquified petroleum gas cylinders up to 25kg);
- Flammable solids, self-reactive substances and solid desensitised explosives;
- Substances liable to spontaneous combustion;
- Substances which when in contact with water emit flammable gases;
- Oxidising substances;
- Organic peroxides;
- Toxic substances;
- Infectious substances;
- Radioactive materials;
- Corrosive substances.

## Keys

Physical **Key**, fob or any device designed and made by the manufacturer that allows **You** to gain access and to start or travel with **Your Motor Vehicle**.

## Legislation

Refers to the **Motor Vehicles** (Third Party Risks) Ordinance (Chapter 104 of the Laws of Malta) and any subsidiary **Legislation** enacted in Malta.

## Limitations as to use

Refers to the use of the **Motor Vehicle** and are shown on the **Certificate of Motor Insurance** and **Schedule**:

- Agricultural – Use for agricultural and for social, domestic and pleasure purposes;
- Commercial – own goods/general – Use as a goods carrying vehicle for general cartage or for **Your** own goods, the carriage of passengers (other than for hire and reward) when such use is in connection with **Your** business and use for social, domestic and pleasure purposes;
- Commercial coach/minibus - Use for the carriage of passengers for hire or reward and/ or use for social, domestic and pleasure purposes;
- Garage hire – Use for the carriage of passengers or goods in connection with **Your** business for hire or reward and use for social, domestic and pleasure purposes;
- Motoring School – Use for tuition purposes by a licenced motor instructor and for social, domestic and pleasure purposes;

## Meaning of Words

- Motor Trade – Use solely for **Your** business in connection with the buying, selling and repairs of **Motor Vehicles**;
- Private Car – Use solely for social, domestic and pleasure purposes for **You** and **Your** business and for any **Authorised Drivers**. This does not cover use for hire or reward;
- Private **Motorcycle** – Use solely for social, domestic and pleasure purposes and for **You** and **Your** business and for any **Authorised Drivers**;
- Private **Pedal Cycles** - Use solely for social, domestic and pleasure purposes and for **You** and **Your** business and for any **Authorised Drivers**;
- Private **Quad Bikes** - Use for social, domestic and pleasure purposes, for **You** and **Your** business and for any **Authorised Drivers**;
- Private **Electric Scooter** – Use shall be limited for social, domestic and pleasure purposes for **You** and **Your** business and for any **Authorised Drivers**;
- Private Minibus – Use solely for social, domestic and pleasure purposes and for **You** and **Your** business and for any **Authorised Drivers**. This does not cover use for hire or reward;
- Self-drive – Use as a hired **Motor Vehicle**, hirer driving, use solely for social, domestic, pleasure and business purposes. This **Policy** does not cover use by any person to whom the **Motor Vehicle** is hired for the carriage of passengers for hire and reward;
- **Special Type** – Use of **Motor Vehicle** as a tool, as a goods carrying vehicle for general cartage or for **Your** own goods, the carriage of passengers (other than for hire and reward) when such use is in connection with **Your** business and use for social, domestic and pleasure purposes.

## Loss of Use

The hiring of an alternative vehicle of a similar type as the **Motor Vehicle**.

## Market Value

The cost of replacing **Your Motor Vehicle** with one of a similar type, age and condition at the time of the accident or loss.

## Misfuelling

The accidental filling of the fuel tank with inappropriate fuel for **Your Motor Vehicle**.

## Modifications

Any changes to **Your Motor Vehicle**'s standard specifications including optional extras. These include but are not limited to changes to the appearance and/or to the performance of **Your Motor Vehicle** (including wheels, suspensions, bodywork and engine) and changes made by any previous owners.

**Motorcycle**

A two-wheeled vehicle with or without a sidecar or **Trailer** attached or a three wheeled vehicle having two wheels on one axle where the centres of the points of contact of such wheels and the **Road** are less than eighteen inches apart.

**Motor Repairer**

Persons involved in an establishment where **Motor Vehicles** are being serviced or repaired.

**Motor Vehicle**

Any vehicle **You** have given **Us** details of and which **We** have agreed to insure, described in the **Certificate of Motor Insurance** and the **Policy Schedule** and which must be used in accordance to the **Limitations As To Use** described on **Your Policy** documents.

**No Claims Discount**

A percentage reduction applied to **Your Premium** in return for not making any **Claims** under **Your Policy**.

**Off Roding**

The activity of driving or riding a vehicle on unsurfaced roads or tracks, made of materials such as sand, gravel, riverbeds, muds, snow, rock, sand other natural terrain.

**Operation As A Tool**

The use as a tool of **Your Motor Vehicle** or of a plant or apparatus forming part of **Your Motor Vehicle** or attached to it and when such plant or apparatus is not shut down and properly secured for **Road** use.

**Partner**

Persons who have contracted marriage or who have entered into a recognised civil union as defined by and in accordance with Maltese Law.

**Pedal Cycles**

A motorised vehicle consisting of a light frame mounted on two typically wire- spoked wheels one behind the other and usually having a seat, handlebars for steering, brakes and two pedals.

**Period of Insurance**

The period shown in the **Schedule** and any further period for which **We** accept **Your Premium**.

**Personal Belongings**

Items for **Your** own personal use worn or carried by **You**.

### Policy

Your **Policy** is made up of the insurance **Policy** document, the **Proposal Form**, the **Certificate of Motor Insurance**, the **Schedule** and any **Endorsements**.

### Policyholder

The person whose name appears both on the **Proposal Form** and the Motor Insurance documents and who has signed the **Proposal Form**.

### Premium

The amount paid or to be paid for cover by the **Policyholder**.

### Proposal Form

The **Proposal Form** which **You** have completed or has been completed on **Your** behalf and which **You** have signed including any other information given to **Us** by **You** or on **Your** behalf.

### Purchase Price

The invoice price including **Accessories**, registration, taxes and freight of **Your Motor Vehicle** when purchased by **You**, but excluding warranty charges, insurance **Premiums** and **Road** licence.

### Quad Bikes

A four wheeled vehicle that travels on low-pressure tyres, with a seat that is straddled by the operator, along with handlebars for steering control.

### Riot, Strikes and Civil Commotion

The wilful act of any striker or locked out worker to further a **Strike** or to resist a lock out, the act of any person taking part together with others in disturbance of the public peace (whether in connection with a **Strike** or lockout or not) and the action of any lawfully constituted authority in preventing, suppressing or attempting to prevent or suppress any of these acts or in minimising the consequences of them.

### Road

A wide way leading from one place to another, especially one with a specially prepared surface which vehicles can use.

### Schedule

The document which shows details of the **Policyholder** and the level of insurance protection provided.

**Special Type**

**Motor Vehicles** that operate also as tools and are not designed only for the carriage of goods or passengers. These can include but are not limited to cranes, concrete pumps, concrete mixers, hiabs, dumpers or excavators. The exact meaning and limitation shall be described by the **Certificate of Motor Insurance** and **Policy Schedule**.

**Suitable Repairer**

Locally approved repairer by the competent authority to carry out the necessary repairs on **Your Motor Vehicle**.

**Terrorism**

An act of **Terrorism** means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) 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 put the public or any section of the public in fear.

**Theft**

**Theft** or attempted **Theft** as contemplated in the Criminal Code of the Laws of Malta.

**Third Country**

A state which is not a **Designated State**.

**Trailer**

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

**We/Us/Our/Elmo**

Elmo Insurance Limited.

**You/Your/Insured**

The person or persons described in the **Schedule** as the **Insured**.

# Summary of Cover

Refer to the Section in the Policy for terms and conditions.

Section	Section Title	Comprehensive Cover	Third Party, Fire & Theft Cover	Third Party Only Cover
1	Third Party Liability	Applicable to all Motor Vehicles	Applicable to all Motor Vehicles	Applicable to all Motor Vehicles
2	Damage to <b>Your</b> Vehicle by <b>Fire</b> and <b>Theft</b>	Applicable to all Motor Vehicles	Applicable to all Motor Vehicles	Not applicable
3	Accidental Damage to <b>Your</b> Vehicle	Applicable to all Motor Vehicles	Not applicable	Not applicable
4	Windscreen and Glass cover	Applicable to all Private Cars	Not applicable	Not applicable
5	Loss of <b>Keys</b>	Applicable to all Private Cars	Optional for all Private Cars	Not applicable
	Child Car seats	Applicable to all Private Cars	Applicable to all Private Cars	Not applicable
	<b>Personal Belongings</b>	Applicable to all Private Cars	Applicable to all Private Cars	Not applicable
	Medical Expenses	Applicable to Private Cars	Not applicable	Not applicable
	Personal Accident	Applicable to Private Cars	Not applicable	Not applicable

6	<b>Geographical Area</b> and use abroad	Applicable to all Private Cars, Optional for Commercial Vehicles and Motorcycles	Applicable to all Private Cars, Optional for Commercial Vehicles and Motorcycles	Applicable to all Vehicles
9	Legal assistance	Applicable to all Motor Vehicles	Applicable to all Motor Vehicles	Applicable to all Motor Vehicles
10	<b>No Claims Discount</b>	Applicable to all Private Cars and Commercial Vehicles	Applicable to all Private Cars and Commercial Vehicles	Applicable to all Private Cars and Commercial Vehicles
	Removal and protection	Applicable to all Motor Vehicles	Applicable to all Motor Vehicles	Not applicable
	Floods	Applicable to all Motor vehicles excluding Motor Cycles and Vehicles for hire and reward	Not applicable	Not applicable
	Hiring of alternative Vehicle	Applicable to all Private Cars	Not applicable	Not applicable
	Voluntary Increase in Standard <b>Excess</b>	Optional Private Cars and Commercial Vehicles	Not applicable	Not applicable
	Deletion of <b>Fire</b> and <b>Theft Excess</b>	Optional for Private Cars and Commercial Vehicles	Optional for Private cars and Commercial Vehicles	Not applicable
	Roadside assistance*	Applicable to all Private Cars  Optional for Commercial Vehicles	Optional	Optional

\*The full terms and conditions of Roadside assistance may be viewed on our website [www.elmoinsurance.com](http://www.elmoinsurance.com). Please read them carefully. Alternatively, upon your request, we can provide you with a printed version of the Roadside Assistance Terms and Conditions.



# Summary of Excesses

## PRIVATE MOTOR VEHICLE EXCESS TABLE

AGES	Third Party Only Cover Third Party, Fire & Theft Cover Section 1 - Third Party Liability Section 2 - Damage to Your Motor Vehicle by Fire & Theft		Comprehensive Cover  Section 3 - Accidental damage to Your Motor Vehicle
	Third Party Excess	Fire & Theft Excess	Fire & Theft Excess
Under 21 years	€200	€250	€250
Between 21 and 24	NIL	€250	€250
25 years and over	NIL	€250	€250
Over 25 years with less than 2 years driving experience	€125	€250	€250

All the above **Excesses** reflect the provisions of **Endorsement** No 7.8

All Private Comprehensive **Excesses** also reflect provisions of **Endorsement** No 7.3

	Fire & Theft Excess Inc Endorsement No 7.1	Fire & Theft Excess Inc Endorsement No 7.2	Accidental Own Damage Excess	Accidental Own Damage Excess Inc Endorsement No 7.1	Accidental Own Damage Excess Inc Endorsement No 7.2
	€300	€350	€500	€625	€750
	€300	€350	€200	€325	€450
	€300	€350	NIL	NIL	€150
	€300	€350	€125	€200	€325

<b>Section 4 Windscreen and Glass Cover</b>	€50 Excess Windscreen and Glass
<b>Section 5 Additional Benefits</b>	€75 Excess Loss of Keys

# Summary of Excesses

## COMMERCIAL MOTOR VEHICLES EXCESS TABLE

	Third Party Only Cover Third Party, Fire & Theft Cover Section 1 - Third Party Liability Section 2 - Damage to Your Motor Vehicle by Fire & Theft		Comprehensive Cover  Section 3 - Accidental damage to Your Motor Vehicle
	Third Party Excess	Fire & Theft Excess	Fire & Theft Excess
AGES			
Under 21 years	€200	€250	€250
Between 21 and 24	NIL	€250	€250
25 years and over	NIL	€250	€250
Over 25 years with less than 2 years driving experience	€125	€250	€250

All the above **Excesses** reflect the provisions of **Endorsement** No 7.8

	Fire & Theft Excess Inc Endorsement No 7.1	Fire & Theft Excess Inc Endorsement No 7.2	Accidental Own Damage Excess	Accidental Own Damage Excess Inc Endorsement No 7.1	Accidental Own Damage Excess Inc Endorsement No 7.2
	€300	€350	€290	€415	€540
	€300	€350	€175	€300	€425
	€300	€350	NIL	€75	€200
	€300	€350	€175	€300	€425

# Section 1

## Third Party Liability

Subject to the exceptions and limitations mentioned in the **Policy**, **We** shall insure **You** for such sums of money which **You** may be held legally liable to pay for:

### 1. Death or bodily injury to other person

Death or bodily injury to other persons up to a limit of € 6,450,000 for any one **Claim** or series of **Claims** arising out of any one event as a result of any one accident involving **Your Motor Vehicle** or the loading or unloading of the **Motor Vehicle** irrespective of the number of injured parties.

### 2. Damage to Third Party property

Damage to third party property up to a limit of € 1,300,000 for any one **Claim** or series of **Claims** arising out of any one event as a result of any one accident involving **Your Motor Vehicle** or the loading or unloading of the **Motor Vehicle** irrespective of the number of injured parties.

In the same way as **You** are **Insured**, **We** will insure:

- Any **Authorised Driver** **You** allow to drive or use **Your Motor Vehicle** provided this is permitted by **Your Policy Schedule**;
- Any passenger travelling in or getting into or out of the **Motor Vehicle**.

The maximum amount payable in respect of any one **Claim** or series of **Claims** arising out of any one event for the hire of an alternative vehicle (**Loss of Use**) shall not exceed for each third-party claimant the sum of € 1,500.

**We** will also insure **You** in the same way following an accident involving any **Trailer** attached to the **Motor Vehicle**, being properly towed as permitted by law.

In the event of a **Claim** involving damage to other person's property and/or death or bodily injury **We** will have the option to relinquish the conduct of **Your** defence, settlement or proceedings upon payment of the limit in accordance with **Legislation**. **We** shall not be responsible for the consequences of any alleged act or omission on **Our** part in connection with such defence, settlement or proceedings. **We** shall not be liable to pay for any costs or expenses which **You** or any other person claiming under the **Policy** will incur after **We** have relinquished the conduct of **Your** defence, settlement or proceedings.

In the event of the death of anyone who is **Insured** under this section, **We** will protect his/her heirs at law against any liability of the deceased person if that liability is covered under this section.

### **Legal fees and expenses**

If there is an accident under this **Policy**, **We** have at **Our** own discretion the option to arrange for representation at any inquest or accident inquiry in respect of any loss, death or injury which might involve a **Claim** under this **Policy** and/or the payment for legal services to defend anyone **Insured** under this **Policy** if criminal proceedings are taken in any court of law in respect for any incident which might involve a **Claim** under the **Policy**. **We** will only pay legal fees and expenses if they arise from an accident covered under the **Policy** subject to **Our** prior written consent.

### **Whilst the Motor Vehicle is in the hands of the motor repairers, hotel, restaurant or car parking services**

**We** will continue to give the **Policyholder** the protection of the **Policy** whilst the **Motor Vehicle** is:

- In the hands of a **Motor Repairer** for service or repairs; or
- Being parked by an employee of a hotel, restaurant, or car parking service.

**We** will ignore the limitations as to **Authorised Drivers** and use as shown on the **Policy Schedule** provided that all other terms and conditions are duly observed. On such occasions **We** shall indemnify the **Policyholder** and may seek recovery of all payments made from the persons responsible for causing such loss or damage.

## Section 2

# Damage to Your Motor Vehicle by Fire and Theft

If the **Motor Vehicle** is stolen or damaged as a direct result of **Fire** or **Theft**, **We** will at **Our** option:

- Pay for the **Motor Vehicle** to be repaired at a **Suitable Repairer**; or
- Replace the **Motor Vehicle** if it is lost, stolen or damaged beyond economical repair; or
- Pay an amount in cash equivalent to the value of any loss or damage to the **Motor Vehicle** at the time of the **Fire** or **Theft**;

Also insured in the same way as the **Motor Vehicle** are the **Motor Vehicle's** spare parts and **Accessories**, provided they are kept in the **Motor Vehicle** or in **Your** private garage and fall within the maximum amount payable.

The maximum amount payable, other than under the Removal and Protection clause will be either the **Market Value** of the **Motor Vehicle** at the time of the loss or **Your** estimate of its value as shown on the **Policy Schedule**, whichever is the lesser amount.

It is agreed that in any dispute over the **Market Value** of the **Motor Vehicle**, it will be **Your** exclusive responsibility to prove that the **Market Value** of the **Motor Vehicle** at the time of loss was higher than that established by **Us**.

If the **Motor Vehicle** belongs to someone else or it is the subject of a hire purchase agreement, leasing agreement or a bill of sale by way of mortgage, payment in the case of a total loss or destruction of the **Motor Vehicle** will be made to the legal owner of the **Motor Vehicle** as described in the hire purchase agreement, the leasing agreement or the mortgagee described in the bill of sale whose receipt shall be a full and final discharge to **Us**. If any **Claim** under this section is subject to a magisterial enquiry, no settlement will be affected until such enquiry has been concluded.

**Whilst the Motor Vehicle is in the hands of the motor repairers, hotel, restaurant or car parking services**

**We** will continue to give the **Policyholder** the protection of the **Policy** whilst the **Motor Vehicle** is:

- In the hands of a **Motor Repairer** for service or repairs;
- Being parked by an employee of a hotel, restaurant, or car parking service.

We will ignore the limitations as to **Authorised Drivers** and use as shown on the **Policy Schedule** provided that all other terms and conditions are duly observed. On such occasions We shall indemnify the **Policyholder** and may seek recovery of all payments made from the persons responsible for causing such loss or damage.

### Spare parts and Accessories

If at the time of accident or loss, **Your Motor Vehicle** is five years old or more from the date of manufacture We may decide to repair the **Motor Vehicle** with **Alternative Parts**.

If any standard **Accessories** installed by the manufacturers or spare parts required for the repair of the **Motor Vehicle** are not available from the stocks held in the country where the **Motor Vehicle** is being held for repair, We have the option to pay in cash the cost of such parts or **Accessories** limited to:

- The latest price quoted by the manufacturer or his agent or by any importer or distributor of such parts in the country in which the **Motor Vehicle** is being held for repair.

If no such price is available, the price last obtained from the manufacturer or his agent or by any importer or distributor of such parts plus the reasonable cost of transport, other than by air, to the country in which the **Motor Vehicle** is being held for repair and the amount of the relative import duty (if any);

and

- The relative cost of fitting such parts.

### Removal and Protection

In addition, We will pay the reasonable cost up to a maximum of € 300 where necessary, of protecting and taking the **Motor Vehicle** to the nearest **Suitable Repairer**.

### Authorisation for Minor Repairs

You may authorise any necessary repairs to the **Motor Vehicle** following any accident provided that:

- The estimated cost of such repairs does not exceed the sum of € 150 and
- The estimate of the cost is forwarded to Us without delay and
- You provide evidence of the loss or damage.



### New Motor Vehicle Concession

If **Your Motor Policy** covers use as a Private Car and within one year of registration as new in **Your** name, the **Motor Vehicle** is:

- Stolen or lost and not recovered;
- Damaged as a result of **Fire** or **Theft** so that repairs will cost more than 60% of either the price of the **Motor Vehicle** quoted in the latest catalogue or price list issued by the manufacturer or his agent in the country in which the **Motor Vehicle** is registered or if no such catalogue or price list exists the price last obtained at the manufacture's works plus the reasonable cost of transport, other than by air, to the country in which the **Motor Vehicle** is registered and the amount of the relative import duty and registration fees.

We will at **Our** option:

- Replace **Your Motor Vehicle**; or
- Pay **You** a sum equivalent to the cost of a new **Motor Vehicle** of a similar make and model or **Your** estimate of the value as shown on the **Schedule** whichever is the lesser amount.

The lost or damaged **Motor Vehicle** will then belong to **Us** unless otherwise agreed.

The **Insured** is obliged to sign all necessary documents for effective transfer of the **Motor Vehicle** to **Us** and warrant that there are no pending fines or other burdens in connection with the **Motor Vehicle**. If the transfer cannot be affected for any reason, or there are any pending fines or other burdens the **Insured** is obliged to indemnify **Us**.

### Additional Exceptions to Section 2 (also refer to General Exceptions)

We will not pay for:

1. The amount of the **Excess**.
2. Loss or damages resulting from **Misfuelling** or from the use of substandard lubricants or parts and any consequences thereof.
3. Any loss, damage, cost or expenses caused by the use of **Your Motor Vehicle** with the intention to cause loss, damage or injury to other persons or property.
4. Loss of value (depreciation) following repairs including but not limited to rust and corrosion.
5. **Theft** of the **Motor Vehicle** if the car **Keys** have been left inside or on the **Motor Vehicle**.
6. **Loss of Use**, depreciation, wear and tear.

7. Mechanical, electrical or computer breakdowns, failures or breakage.
8. Damage caused directly by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
9. Damage caused by overloading or strain.
10. Loss or damage to the **Motor Vehicle** unless otherwise stated by **Endorsement** arising outside the **Geographical Area**.
11. Any liability, loss, damage to **Trailers** or anything thereon.
12. Loss or damage caused by **Theft** or attempted **Theft** if the **Motor Vehicle** was not properly locked or if any window, roof opening, removable roof panel or hood were left open or unlocked.
13. Loss or damage to the **Motor Vehicle** arising out of flood, typhoon, hurricane, cyclone, tornado, volcanic eruption, earthquake or other convulsion of nature.
14. Any damage to **Your Motor Vehicle** unless directly caused by **Fire** or **Theft**.
15. The part of the cost of any repair or replacement which improves the **Motor Vehicle** beyond its condition before the loss or damage occurred.
16. Loss of earnings or any consequential loss whatsoever.

**Additional Exceptions applicable to Commercial Vehicles (also refer to General Exceptions and Additional Exceptions to Section 2)**

17. Any accident, loss or damage which is caused by or is a result of **Strike, Riot or Civil Commotion** unless cover is extended by **Endorsement**.
18. VAT if **Policyholder** is VAT registered.

## Section 3

# Accidental damage to Your Motor Vehicle

If the **Motor Vehicle** is lost, stolen or damaged, **We** will at **Our** option:

- Pay for the **Motor Vehicle** to be repaired at a **Suitable Repairer**; or
- Replace the **Motor Vehicle** if it is lost stolen or damaged beyond economical repair; or
- Pay an amount in cash equivalent to the value of any loss or damage to the **Motor Vehicle**.

Also **Insured** in the same way as the **Motor Vehicle** are the **Motor Vehicle's** spare parts, and **Accessories** provided they are kept in the **Motor Vehicle** or in **Your** private garage and fall within the maximum amount payable.

The maximum amount payable, other than under the Removal and Protection clause will be either the **Market Value** of the **Motor Vehicle** at the time of the loss or **Your** estimate of its value as shown on the **Policy Schedule**, whichever is the lesser amount.

It is agreed that in any dispute over the **Market Value** of the **Motor Vehicle**, it will be **Your** exclusive responsibility to prove that the **Market Value** of the **Motor Vehicle** at the time of loss was higher than that established by **Us**.

If the **Motor Vehicle** belongs to someone else or it is the subject of a hire purchase agreement, leasing agreement or a bill of sale by way of mortgage, payment in the case of a total loss or destruction of the **Motor Vehicle** will be made to the legal owner of the **Motor Vehicle** as described in the hire purchase agreement, the leasing agreement or the mortgagee described in the bill of sale whose receipt shall be a full and final discharge to **Us**. If any **Claim** under this section is subject to a magisterial enquiry, no settlement will be affected until such enquiry has been concluded.

### **Whilst the Motor Vehicle is in the hands of the motor repairers, hotel, restaurant or car parking services**

**We** will continue to give the **Policyholder** the protection of the **Policy** whilst the **Motor Vehicle** is:

- In the hands of a **Motor Repairer** for service or repairs; or
- Being parked by an employee of a hotel, restaurant, or car parking service.

**We** will ignore the limitations as to **Authorised Drivers** and use as shown on the **Policy Schedule** provided that all other terms and conditions are duly observed. On such occasions

We shall indemnify the **Policyholder** and may seek recovery of all payments made from the persons responsible for causing such loss or damage.

### Spare Parts and Accessories

If at the time of accident or loss, **Your Motor Vehicle** is five years old or more from the date of manufacture **We** may decide to repair the **Motor Vehicle** with **Alternative Parts**.

If any standard **Accessories** installed by the manufacturers or spare parts required for the repair of the **Motor Vehicle** are not available from the stocks held in the country where the **Motor Vehicle** is being held for repair, **We** have the option to pay in cash the cost of such parts or **Accessories** limited to:

- The latest price quoted by the manufacturer or his agent or by any importer or distributor of such parts in the country in which the **Motor Vehicle** is being held for repair;
- If no such price is available, the price last obtained from the manufacturer or his agent or by any importer or distributor of such parts plus the reasonable cost of transport, other than by air, to the country in which the **Motor Vehicle** is being held for repair and the amount of the relative import duty (if any);

and

- The relative cost of fitting such parts.

### Removal and Protection

In addition, **We** will pay the reasonable cost up to a maximum of € 300, where necessary, of protecting and taking the **Motor Vehicle** to the nearest **Suitable Repairer**.

### Authorisation for Minor Repairs

**You** may authorise any necessary repairs to the **Motor Vehicle** following any accident provided that:

- The estimated cost of such repairs does not exceed the sum of € 150 and
- The estimate of the cost is forwarded to **Us** without delay and
- **You** provide evidence of the loss or damage.

### New Motor Vehicle Concession

If **Your Motor Policy** covers use as a Private Car and within one year of registration as new in **Your** name, the **Motor Vehicle** is:

- Stolen or lost and not recovered;
- Damaged so that repairs will cost more than 60% of either the price of the **Motor Vehicle** quoted in the latest catalogue or price list issued by the manufacturer or his agent in the

### Section 3: Accidental damage to Your Motor Vehicle

country in which the **Motor Vehicle** is held for repair or if no such catalogue or price list exists the price last obtained at the manufacture's works plus the reasonable cost of transport, other than by air, to the country in which the **Motor Vehicle** is held for repair and the amount of the relative import duty and registration fees.

We will at **Our** option:

- Replace **Your Motor Vehicle**; or
- Pay **You** a sum equivalent to the cost of a new **Motor Vehicle** of a similar make and model or **Your** estimate of the value as shown on the **Schedule** whichever is the lesser amount.

The lost or damaged **Motor Vehicle** will then belong to **Us** unless otherwise agreed.

The **Insured** is obliged to sign all necessary documents for effective transfer of the **Motor Vehicle** to **Us** and warrant that there are no pending fines or other burdens in connection with the **Motor Vehicle**. If the transfer cannot be affected for any reason, or there are any pending fines or other burdens the **Insured** is obliged to indemnify **Us**.

### Additional Exceptions to Section 3 (also refer to General Exceptions)

We will not pay for:

1. The amount of the **Excess**.
2. The part of the cost of any repair or replacement which improves the **Motor Vehicle** beyond its condition before the loss or damage occurred.
3. The loss or damages resulting from **Misfuelling** or from the use of substandard lubricants or parts and any consequences thereof.
4. Any liability injury, accident or loss caused by the use of **Your Motor Vehicle** with the intention to cause loss, damage or injury to other persons or property.
5. Loss of value (depreciation) following repairs including but not limited to rust and corrosion.
6. **Theft** of the **Motor Vehicle** if the car **Keys** have been left inside or on the **Motor Vehicle**.
7. **Loss of Use**, depreciation, wear and tear.
8. Mechanical, electrical or computer breakdowns, failures or breakage.
9. Damage to tyres by braking or punctures.
10. Damage caused directly by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.

11. Damage caused by overloading or strain.
12. Loss or damage arising outside the **Geographical Area** unless cover is extended by **Endorsement**.
13. Any liability, loss, damage to **Trailers** or anything thereon.
14. Loss or damage arising from or in consequence of water freezing in the cooling circulation system of **Your Motor Vehicle**.
15. Loss of earnings or any consequential loss whatsoever.

**Additional Exceptions applicable to Commercial Vehicles (also refer to General Exceptions and Additional Exceptions to Section 3)**

16. Any loss or damage to the **Motor Vehicle** arising out of the **Operation As A Tool** except for loss or damage caused directly by **Fire**, self-ignition, lightning, explosion, **Theft** or attempted **Theft** unless extended by **Endorsement**.
17. Any accident, loss or damage which is caused by or is a result of **Riot**, or **Civil Commotion** unless cover is extended by **Endorsement**.
18. Loss or damage to the **Motor Vehicle** arising out of storm, tempest and floods unless cover is extended by **Endorsement**.
19. VAT if **Policyholder** is VAT registered.

**Additional Exceptions applicable to Motorcycles (also refer to General Exceptions and Additional Exceptions to Section 3)**

20. Loss or damage to the **Motorcycle** arising out of flood, typhoon, hurricane, cyclone, tornado, volcanic eruption, earthquake or other convulsion of nature.

## Section 4

# Windscreen and Glass Cover

**We** will pay for the repair and/or replacement of **Your** Private Car's windscreen or windows if broken or damaged and scratching of the bodywork arising solely from the broken glass provided there has been no other loss or damage.

If the only **Claim You** make is for broken glass, it will not affect **Your No Claims Discount** provided the amount Claimed does not exceed € 500.

**We** may decide to repair **Your** Private vehicle with **Alternative Parts** where the Private **Motor Vehicle** is five years old or more at the time of loss.

If any standard **Accessories** installed by the manufacturers or spare parts required for the repair of the **Motor Vehicle** are not available from the stocks held in the country where the **Motor Vehicle** is being held for repair, **We** have the option to pay in cash the cost of such parts or **Accessories** limited to:

- The latest price quoted by the manufacturer or his agent or by any importer or distributor of such parts in the country in which the **Motor Vehicle** is being held for repair;
- If no such price is available, the price last obtained from the manufacturer or his agent or by any importer or distributor of such parts plus the reasonable cost of transport, other than by air, to the country in which the **Motor Vehicle** is being held for repair and the amount of the relative import duty (if any);

and

- The relative cost of fitting such parts.

This cover shall not apply whilst **Your** Private Car is undergoing servicing or repairs.

This cover applies when the **Motor Vehicle** is covered under Section 3 (Accidental Damage to **Your** vehicle) of the **Policy**.

### **Additional Exceptions to Section 4 (also refer to General Exceptions)**

We will not pay for:

- The amount of the **Excess**;
- More than the **Market Value** of **Your** Private Car at the time of loss;
- The cost or expenses arising as a result of **You** not being able to use the Private Car;
- Depreciation, wear and tear;
- Increased repair and replacement part, unit or accessory costs due to non-availability or waiting time for delivery;
- Consequential loss of any kind;
- Repair or replacement of any windows not made of glass;
- Storage/Garaging costs awaiting commencement of repairs;
- Damages to any glass caused by or contributed to by rust and corrosion.



# Section 5

## Additional Benefits

### Loss of Keys

If **Your Private Car Keys** are lost or stolen, **We** will pay for:

- The cost of replacing the Private Car **Keys** and locks,

and/or

- Reprogramming /recoding of **Your Private Car** and **Keys**.

The maximum amount **We** will pay in respect of any one incident is € 750 per **Period of Insurance**.

If the only **Claim You** make is for lost or stolen Private Car **Keys**, this will not affect **Your No Claims Discount**.

This cover applies when the **Motor Vehicle** is covered under Section 3 and as an optional cover under Section 2 of the Motor **Policy**.

### Additional Exceptions to Loss of Keys (also refer to General Exceptions)

**We** will not pay for:

- The amount of the **Excess**.
- The costs other than those relating to the replacement and/or recoding of Private Car **Keys** and locks.
- Expenses incurred as a result of not being able to use the Private Car.
- Costs relating to damaged Private Car **Keys** or locks.
- Expenses caused by **Theft** or attempted **Theft** if the Private Car **Keys** were taken by a member of the **Policyholder's** family or household or taken by an employee or ex-employee unless convicted of the **Theft**.
- Any **Claims** if at the time of loss, the **Keys** were under the care, custody and control of anyone who is not covered under this **Policy**.

- **Loss of Use** or other indirect losses including consequential losses of any kind.
- Depreciation, wear and tear.
- Any **Theft** which has not been reported to the police.
- Any **Claim** if payments are recoverable from any other party under the terms of any other contract, guarantee, warranty or any other insurance.

### Child Car Seats

We will pay for the replacement of a child seat fitted in **Your** Private Car if **Your** Private Car is involved in an accident, damaged by **Fire**, explosion, **Theft** or attempted **Theft** which occurrence could have affected the integrity of the car seat.

We will pay:

For a new one of similar standard even if there is no visible damage to the child car seat up to a limit of € 150.

We may require **You** to provide **Us** with proof of purchase of **Your** Child car seat as part of the **Claim** validation process.

This cover applies when making a **Claim** under Sections 2 or 3 of **Your Policy**.

### Personal Belongings

At **Your** request, **We** will pay **You** for loss or damage to **Your Personal Belongings** caused by **Fire**, **Theft**, attempted **Theft** or a traffic accident whilst they are in **Your** Private Car.

The maximum amount **We** will pay for any one incident is € 300 and € 150 in respect of any one item.

We may require **You** to provide **Us** with proof of purchase of **Your Personal Belongings** as part of the **Claim** validation process.

This cover applies when making a **Claim** under Sections 2 or 3 of **Your Policy**.

### Additional Exceptions to Personal Belongings (also refer to General Exceptions)

We will not pay for:

- Car **Keys**.
- Credit and debit cards.
- Money, stamps, tickets, certificates documents, securities, vouchers.

## Section 5: Additional Benefits

- Any goods or samples carried in connection with a business.
- **Theft** or attempted **Theft** unless the items were locked in the glove compartment or luggage boot and where not visible to anyone outside the Private Car.
- **Personal Belongings** if **Your** vehicle is a caravan.
- **Personal Belongings Insured** under any other **Policy**.
- **Personal Belongings** attached to or on a **Motorcycle** unless kept in a locked compartment.
- **Personal Belongings** in unattended Private Car unless all windows and doors are fully closed and locked.
- **Personal Belongings** inside **Motor Vehicle** with convertible soft tops.
- **Personal Belongings** unless there is evidence of forcible entry into the **Motor Vehicle**.

### Medical Expenses

**We** will pay up to € 250 per person for any reasonable medical expenses paid if **You**, any **Authorised Drivers** or passenger in **Your** Private Car are injured as a result of any accident involving **Your** Private Car.

This cover applies when the **Motor Vehicle** is covered under Section 3 of the **Policy**.

### Personal Accident

If **You** and/or **Your Partner** are accidentally injured on condition that, within three months of the accident, the bodily injury is the sole cause of:

- a. Death;
  - b. Loss of limb;
  - c. Irrecoverable loss of all sight in one or both eyes of the person injured, and such accident occurs:
- In direct connection with **Your** Private Car;
  - When travelling in or getting into or out of any other Private Car.

**We** will pay the maximum amount of € 5,000 to any one person following any one accident during the **Policy Period** and irrespective of the number of motor policies issued by **Us**. Payment will be made directly to the injured person or to his/her appointed legal representative.

If more than one person is injured the maximum **We** will pay for any one accident is € 10,000 during the **Policy Period of Insurance**.

This cover applies when the **Motor Vehicle** is covered under Section 3 of the Motor **Policy**.

### **Additional Exceptions to Personal Accident (also refer to General Exceptions)**

**We** will not pay for:

- Anyone who is 71 years or older.
- Anyone under the age of 18 years at the date of the accident.
- Anyone who is found positive to any drug test.
- Anyone who is driving over the prescribed legal limit of alcohol established By Cap 65 of the Laws of Malta or any subsequent **Legislation**.
- Anyone who attempted to commit suicide.
- Any deliberate attempt to put lives in danger.
- If an injured person or their legal personal representative does not let **Us** know as soon as possible of an accident that might result in a **Claim** under this section.
- If an injured person or their legal representative does not produce at their own expense medical certificates or other evidence **We** may require.
- If an injured person delays in submitting to medical examinations or refuses to submit themselves to a medical examination by a qualified person.
- If death or disability is caused or prolonged by any illness **You** had before accident.

# Section 6

## Geographical Area and Use whilst abroad

Section 1 of this **Policy** provides the minimum indemnity required to comply with the laws relating to compulsory insurance of Motor Vehicles in:

- The territory of a **Designated State**;
- The territory of a **Third Country** during a direct Journey between Malta and the territory of a **Designated State** or between the territory of the two Designated States if there is no foreign bureau in such territory, in respect of any loss or injury which is suffered by a Maltese national or a national of a **Designated State** and caused by the **Motor Vehicle**.

Cover will apply provided that **Your Motor Vehicle** is:

- Registered in Malta within 30 days from the date of purchase or already registered in Malta;
- **Your** main permanent residence is based in Malta.

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

### Travelling with Your Motor Vehicle to a country which is not a Designated State

**You** need to notify **Us** prior to travelling if **You** intend to Use **Your Motor Vehicle** in a country that is not a **Designated State** and, provided **You** have paid the agreed additional **Premium**, **We** may extend **Your** existing **Policy** to such countries for the length of time indicated on the International Motor Insurance Card issued by **Us**.

### Extension of cover under Sections 2 and 3 of Your Motor Policy whilst travelling in Designated States

If **Your Motor Vehicle** is listed as a Private Car and registered in Malta, **We** may extend cover for loss or damage to **Your** Private Car provided the use outside Malta does not exceed 30 days in the aggregate in any one **Period of Insurance** and **You** have notified **Us** of **Your** intention to travel prior to departure and **You** have provided **Us** with dates, names of countries **You** intend to travel to and an **Endorsement** has been issued to this effect.

If **Your Motor Vehicle** is not listed as a Private Car, but is registered in Malta, **We** may extend cover under Sections 2 and 3 of **Your Motor Policy** provided **You** have notified **Us** of **Your** intention to travel prior to departure and **You** have provided **Us** with dates, names of countries **You** intend to travel to and have paid the agreed additional **Premium** and an **Endorsement** has been issued to this effect.

### **Removal and Protection under Sections 2 and 3 of Your Motor Policy whilst travelling in Designated States**

In the event of an accident to **Your** Private Car and accident occurs in any **Designated State**, **We** will pay the reasonable cost up to a maximum of € 500, where necessary, of protecting and taking the **Motor Vehicle** to the nearest **Suitable Repairer** or returning it to Malta.

# Section 7

## Endorsements

Where the **Policy Schedule** shows an **Endorsement** number, this will have amended **Your Policy** in the way expressed specifically by the relative **Endorsement** shown hereunder:

### Endorsement No 7.1

#### Voluntary Increase in the Standard Excess

This **Endorsement** is applicable where the **Motor Vehicle** is covered under Section 3 and **Your Motor Vehicle** is not a **Motorcycle**.

In addition to **Your** compulsory **Excess** **You** may opt to increase the amount of the **Excess** **You** pay in the case of a **Claim** by € 125.

A reduction in the Insurance **Premium** will apply. Refer to **Excess** Table on pages 16 to 19.

### Endorsement No 7.2

#### Voluntary Increase in the Standard Excess

This **Endorsement** is applicable where the **Motor Vehicle** is covered under Section 3 and **Your Motor Vehicle** is not a **Motorcycle**.

In addition to **Your** compulsory **Excess** **You** may opt to increase the amount of the **Excess** **You** pay in the case of a **Claim** by € 250.

A reduction in the Insurance **Premium** will apply. Refer to **Excess** Table on pages 16 to 19.

### Endorsement No 7.3

#### Hiring of Alternative Motor Vehicle

This **Endorsement** is applicable where the **Motor Vehicle** is covered under Section 3 and the **Motor Vehicle** is a **Private Car**.

If the **Motor Vehicle** cannot be used as a result of damage, **Fire** or **Theft** insured under the **Policy**, **We** will contribute towards the cost of hiring an alternative vehicle of a similar type as the **Motor Vehicle**.

The maximum amount payable in any one **Period of Insurance** is € 250 in total for the period during which the **Motor Vehicle** is under repair, such period being agreed to by the motor surveyor approved by **Us**.

**We** will not accept a **Claim** under this extension unless **You** obtain **Our** prior approval in writing before **You** hire the vehicle and **You** present **Us** with a receipt and a copy of the relative hire agreement from a licenced vehicle rental firm showing **You** as a party to such agreement.

For each and every **Claim** that arises under Section 3, the **Excess** shall be reduced by € 50 except for **Claims** for **Fire** and/or **Theft**.

#### **Endorsement No 7.4**

##### **Owner of more than one Motor Vehicle**

Apart from the **Motor Vehicle** mentioned in the **Schedule** of the **Policy**, the **Insured** or his/her **Partner** is the owner of another **Motor Vehicle Insured** with **Us** and consequently is entitled to a further reduction in **Premium**.

#### **Endorsement No 7.5**

##### **Riot and Strike**

Exception No 17 under Sections 2 and 3 of the **Policy** is deemed to be deleted and have no effect.

#### **Endorsement No 7.6**

##### **Damage to Your Motor Vehicle whilst being Used as a Tool (including overturning)**

Exception No 16 under Section 3 of the **Policy** is deemed to be deleted and have no effect.

#### **Endorsement No 7.7**

##### **Use of Private Car for Tuition Purposes**

The **Policy** is extended to cover use for driving tuition and official test purposes notwithstanding any limitations as to driving shown in the **Schedule**, provided that all other terms and conditions are duly observed.

When a person is receiving driving tuition or an official test the **Policy** will only be operative whilst that person is accompanied by **You** or by an official examiner.



**Endorsement No 7.8**  
**Reduction of Excess**

**This Endorsement is applicable to all Motor Policies.**

With effect from the commencement date shown on the **Schedule** of the **Policy** the Compulsory **Excess** for each and every **Claim** under Sections 1, 2 and 3 of the **Policy** shall be reduced by € 50.

**Endorsement No 7.9**  
**Deletion of Excess in respect of Fire and Theft Claims**

With effect from the commencement date shown on the **Schedule** of the **Policy** the **Excess** for **Claims** in respect of **Fire** and/or **Theft** under Sections 2 and 3 is deemed to be deleted and have no effect.

**Endorsement No 7.10**  
**Damage to your Motor Vehicle arising out of storm tempest and floods**

With effect from the commencement date shown on the **Schedule** of the **Policy** Exception No 18 under Section 3 is deemed to be deleted and have no effect.

# Section 8

## Cancellation of the Policy by You and Us

### Cancellation by You

You may, at any time cancel the **Policy** by returning to **Us** **Your Certificate of Motor Insurance** and providing **Us** with proof that the **Motor Vehicle** has either been scrapped, garaged, exported, transferred on another owner or **Insured** elsewhere.

**We** will calculate the charge for the expired portion of **Your** insurance **Premium** by using **Our** short period or prorata **Premium** rates provided that no **Claim** has been made during the current **Period of Insurance**.

### Cancellation by Us

**We** may cancel the **Policy** by sending 7 days written notice to the address indicated in **Your Policy** Document. **You** must surrender the **Certificate of Motor Insurance** to **Us** or make a declaration on oath if the **Certificate of Motor Insurance** is lost or destroyed as prescribed by **Legislation**. **We** would like to bring to **Your** attention that failure to abide by this requirement constitutes an offence under current **Legislation**. Provided no **Claim** has been made during the current **Period of Insurance** and provided **We** are not cancelling the **Policy** because of a false declaration, fraud, or failure by **You** to pay any Insurance Premiums due, **We** will calculate the charge for the expired portion of **Your** insurance **Premium** by using **Our** short period or prorata **Premium** rates.

# Section 9

## Legal Assistance

### Legal Assistance for Uninsured Losses

We will cover **You** or any **Authorised Driver**, for legal fees and expenses, incurred as plaintiff, up to a limit of € 1,200 in the institution of legal civil proceedings to recover uninsured losses or damages suffered by **You** and limitedly relating to a **Policy Excess**, loss of earnings, **Loss of Use**, loss of personal effects, compensation for death or personal injury or property damage as a result direct consequence of a motor accident involving **Your Motor Vehicle** that is **Insured** with **Us**, provided that **You** comply with the General Conditions of **Your Policy** and provided further that:

- The dispute is not with **Us**;
- **We** have accepted the **Claim You** have against a responsible third party;
- **You** have not agreed on legal fees and expenses without **Our** permission;
- The legal fees and expenses cannot be recovered from any other source or insurance **Policy**;
- **We** are satisfied that there is a reasonable prospect of recovery;
- The motor accident occurred in Malta;
- The Claims do not result as a direct or indirect consequence of any act or negligence on **Your** part;
- **You** fully cooperate with **Us** and the lawyer, and that **You** keep **Us** informed on any developments that might affect **Your Claim**;
- The legal proceedings are dealt by the Local Courts, Arbitration Centre, voluntary arbitration or by any other competent body in Malta;
- The legal fees and expenses contemplated in this section, do not include legal costs, fines, compensation and penalties that **You** are ordered to pay by a court or other competent authority;
- It is reasonably established that the third party has the means to meet any judgment.

The lawyer appointed under this section to represent **You** will be chosen by **Us** unless otherwise agreed to between **You** and **Us** in writing. If such agreement is reached, **You** are free to appoint a lawyer of **Your** choice to act for **You** provided that **You** do not agree on any fees and expenses without **Our** prior approval in writing.

**We** shall not be liable to pay any amount of legal fees and expenses beyond the limit specified, and in the event of an award or judgment in **Your** favour, **You** will agree to reimburse **Us** with any such amount that **You** would have recovered and which has been paid by **Us**.

# Section 10

## No Claims Discount

### NO CLAIMS DISCOUNT SCHEDULE APPLICABLE TO PRIVATE CARS:

COMPREHENSIVE COVER				
	% Discount	1 Claim	2 Claims	3 Claims
Inception	0%	from 0% to 0%	from 0% to 0%	from 0% to 0%
1 <sup>st</sup> year	25%	from 25% to 0%	from 25% to 0%	from 25% to 0%
2 <sup>nd</sup> year	35%	from 35% to 25%	from 35% to 0%	from 35% to 0%
3 <sup>rd</sup> year	40%	from 40% to 35%	from 40% to 0%	from 40% to 0%
4 <sup>th</sup> year	65%	from 65% to 40%	from 65% to 0%	from 65% to 0%
5 <sup>th</sup> year	65%	from 65% to 65%	from 65% to 25%	from 65% to 0%

THIRD PARTY ONLY AND THIRD-PARTY FIRE & THEFT COVER				
	% Discount	1 Claim	2 Claims	3 Claims
Inception	0%	from 0% to 0%	from 0% to 0%	from 0% to 0%
1 <sup>st</sup> year	20%	from 25% to 0%	from 25% to 0%	from 20% to 0%
2 <sup>nd</sup> year	30%	from 30% to 0%	from 30% to 0%	from 30% to 0%
3 <sup>rd</sup> year	40%	from 40% to 20%	from 40% to 0%	from 40% to 0%
4 <sup>th</sup> year	60%	from 60% to 30%	from 60% to 0%	from 60% to 0%
5 <sup>th</sup> year	65%	from 65% to 40%	from 65% to 0%	from 65% to 0%

**NO CLAIMS DISCOUNT SCHEDULE APPLICABLE TO COMMERCIAL VEHICLES:**

COMMERCIAL VEHICLES			
Number of years <b>Claim</b> free	Discount		
	Comprehensive Cover	Third Party, Fire & Theft Cover	Third Party Only Cover
1 <sup>st</sup> year <b>Claim</b> free	10%	10%	10%
2 <sup>nd</sup> consecutive years <b>Claim</b> free	20%	20%	20%
3 <sup>rd</sup> consecutive years <b>Claim</b> free	30%	30%	30%
4 <sup>th</sup> or more consecutive years <b>Claim</b> free	40%	40%	40%

**Step-Back Provision**

The step-back provision in the event of single **Claim** arising during any **Period of Insurance** will be affected by two steps i.e.

From	40%	to	20%
From	30%	to	10%
From	20%	to	0%
From	10%	to	0%

# Section 11

## Jurisdiction Clause

The indemnity under Section 1 “Third Party Liability” of the **Policy**, arising from accidents between Maltese domiciles, whether occurring in Malta or within any **Designated State**, shall apply to judgements or orders that are delivered or obtained from a court within the Maltese Islands. Furthermore the aforesaid indemnity (arising from accidents between Maltese domiciles whether occurring in Malta or within any **Designated State**) shall apply to a judgement or order obtained in Malta for the enforcement of a judgment obtained in any **Designated State** or to the costs and expenses of litigation recovered by any claimant from the **Insured**, which costs and expenses of litigation are not incurred in the Maltese Islands.

# General Exceptions

## We will not pay for:

1. The amount of the **Excess**.
2. Any liability, loss, damage, death, injury, cost of expenses in respect of the **Motor Vehicle** in relation to which **You** have entered into any transaction by way of contract of sale or purported contract of sale or the transfer of **Your** interest in the said **Motor Vehicle**, whether such transaction constitutes a valid contract of sale of such **Motor Vehicle**.
3. Any liability, loss, damage, death, injury, cost or expenses insured by any other **Policy**.
4. Any liability, loss, damage, death, injury, cost or expenses as a result of the **Motor Vehicle** being used for any purpose in connection with the motor trade unless otherwise stated in **Your Policy Schedule**.
5. Any liability, loss, damage, death, injury, cost or expenses caused directly or indirectly as a result of any deliberate act by **You** or anyone using the **Motor Vehicle**.
6. Any liability for loss of or damage to property, vehicles or **Trailers** being conveyed by or belonging to or in the care, custody and control of the **Insured** or any member of their household.
7. Any liability, death and or injury, arising out of the **Operation As A Tool** of the **Motor Vehicle**.
8. Any liability arising through damage by vibration, or by the weight of the **Motor Vehicle** or of its load including that of any **Trailer** to any bridge, weighbridge, viaduct, **Road** or anything beneath.
9. Any liability, loss, damage, death, injury, cost or expenses arising outside the **Geographical Area** unless this has been extended by **Endorsement**.
10. Any liability arising when the **Motor Vehicle** is airside on any airport or airfield premises, runways, hangars and aprons unless specified by **Endorsement**.
11. Any liability, loss, damage, death, injury, cost or expenses while any **Motor Vehicle** insured under the **Policy** is being:



## General Exceptions

- 11.1 Used other than as described in **Your Policy Schedule**;
  - 11.2 Driven by a person who is not an **Authorised Driver**;
  - 11.3 Driven by any person who has been disqualified from driving, or by any person who does not hold or has not held a driving licence to drive the **Motor Vehicle**, or by any person who is prevented by law from holding a driving licence or from driving, or by any person who had his license withdrawn or suspended or by any person who does not hold the adequate driving licence category.
- 12. Any liability, loss, damage, death, injury, cost or expense if at the time of accident, the number of passengers in the **Motor Vehicle** exceeds the seating capacity stipulated in the **Policy Schedule**.
  - 13. Any liability, loss, damage, death, injury, cost or expense if **Your Motor Vehicle** is used for hire, reward, trade delivery or for carrying of passengers for profit unless this is specified in the **Limitations as to use on Your Motor Policy**.
  - 14. Any liability, loss, damage, death, injury, cost, expense or fines resulting out of **Your** criminal or illegal act.
  - 15. Any result of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, popular rising, military or usurped power, detention, seizure, confiscation or any attempt thereat or any act or **Terrorism**. However, these risks are covered where the requirements of the **Legislation** have to be met.
  - 16. Any liability, cost or expenses accepted by agreement or contract unless that liability would have existed otherwise.
  - 17. Any amounts payable under the **Policy** which are unrecoverable from any third party solely due to an agreement or contract.
  - 18. Any liability, loss, damage, death, injury, cost or expense as a result of the **Motor Vehicle** being used for racing, rallies, pace making, motor sport, hill climbing, reliability trials, speed testing, **Off Roothing**.
  - 19. Any liability, loss, damage, death, injury, cost or expense arising as a result of the misuse of **Your Motor Vehicle** such as but not limited to planking and car surfing.
  - 20. Any liability, loss, damage, death, injury, cost or expense in respect of anyone who does not meet **Policy** terms and conditions.
  - 21. Any liability, loss, damage, death, injury, cost or expense in respect of anyone who is driving and found positive to any drug test at the time of the accident or loss or fails to

provide a valid sample of blood or urine when required to do so without lawful reason.

22. Any liability, loss, damage, death, injury, cost or expense in respect of anyone who is driving over the prescribed legal limit of alcohol established By Cap 65 of the Laws of Malta or any subsequent **Legislation** at the time of accident or loss or fails to provide a valid sample of breath, blood or urine when required to do so, without lawful reason.

23. **Terrorism** – Notwithstanding any provision to the contrary within this insurance or any **Endorsement** there to, it is agreed that this **Policy** excludes loss, damage, cost or expense 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. For the purpose of this **Policy**, an act of **Terrorism** means:

- An act including but not limited to the use of force or violence and/or threat thereof of any person or group(s) 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.

This **Policy** also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon the **You**. In the event any portion of this exception is found to be invalid or unenforceable the remainder shall remain in full force and effect.

24. Any liability, loss, damage, death, injury, cost or expense resulting or arising from Radioactive Contamination and/or Explosive Nuclear assemblies or any consequential loss whatsoever.

25. Any liability, loss, damage, death, injury, cost or expense directly or indirectly caused by or contributed to or arising from:

25.1 Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

25.2 The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

26. Any liability, loss, damage, death, injury, costs or expenses of whatsoever nature directly or indirectly caused by or resulting from or in connection with the actual or threatened

## General Exceptions

malicious use of pathogenic biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

27. Any liability, loss, damage, death, injury, cost or expense caused or contributed to or arising from the carriage of **Hazardous Goods** unless declared and accepted by **Us**.
28. Any liability, loss, damage, death, injury, cost or expense caused by the Use of **Your** vehicle with the intent to cause loss, damage or injury to other persons.
29. Any deliberate or intentional loss or damage caused by anyone **Insured** under this **Policy**.
30. Any liability, accident, death, bodily injury or illness of any person caused by food poisoning, anything harmful contained in any goods supplied or any harmful or defective treatment given at or from a **Motor Vehicle**.
31. Any liability, loss, damage, death, injury, cost or expense if the **Motor Vehicle** has been modified in any way as to effect or enhance the performance of the **Motor Vehicle** unless this enhancement has been communicated to **Us** and accepted by **Us**.
32. Any liability, loss, damage, death, injury, cost or expense if **Your Motor Vehicle** is normally kept outside Malta, not registered in Malta unless it has been purchased with the intention and is in the process of being registered in Malta.
33. Any liability, loss, damage, costs or expense to **Trailers** or anything thereon.
34. Any liability, loss, damage, death, injury, cost or expense resulting from or as a consequence of **Riot**, strikes or **Civil Commotion** whilst vehicle is being used overseas.
35. Any liability, loss, damage, death, injury, cost or expense if the **Motor Vehicle** has been previously certified as unable to be repaired by an approved motor surveyor.
36. Any liability, loss, damage, death, injury cost or expense caused or contributed to or arising from confiscation, impounding, seizure, requisition or destruction of the **Motor Vehicle** by any Government, police or enforcement officer.
37. Any loss or damage to car **Keys**.
38. Any liability, loss or damage arising out of volcanic eruptions, earthquakes or other convulsions of nature.

## Additional Exception applicable to Commercial Vehicles

39. Any liability, loss, damage, death, injury cost or expenses in respect of death, bodily injury or damage to property directly or indirectly caused by or contributed to or arising from:
  - 39.1 Wrongful delivery or specification of the load of the **Motor Vehicle**.

- 39.2 Contamination by spillage of the load of the **Motor Vehicle**.
- 39.3 Any defect in the load of the **Motor Vehicle** or its packaging.
- 39.4 Application of chemicals or chemical fertilizers to land or vegetation.
- 39.5 Treatment, commodities or services provided at or from the **Motor Vehicle**.
- 39.6 The manufacture, construction, alteration, repair or treatment of property by **You**.
- 39.7 Subsidence, flooding, water pollution.
- 39.8 The explosion of any pressure vessel being part of plant attached to or forming part of the **Motor Vehicle** except so far as it is necessary to meet the requirements of the **Legislation**.

Under Section 3 for loss of or damage to the **Motor Vehicle** resulting from:

- 39.9 Solidification of the load.

### In respect of Special Types Vehicles

- 39.10 Its sinking, slipping, toppling or overturning (unless covered by Endorsement) at the site where it is located for the purpose of work.

### Communicable Disease Exclusion

1. Notwithstanding any provision to the contrary within this **Policy**, this **Policy** excludes all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount incurred by or accruing to the **Insured**, 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.
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 2.1. The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism and any variation thereof, whether deemed living or not, and
  - 2.2. 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
  - 2.3. The disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage.

# General Conditions

**You** must comply with the following conditions to have the full protection of **Your Policy**. If **You** do not comply with them, **We** may at **Our** option cancel **Your Policy** or refuse to pay **Your Claim** or reduce the amount of any **Claim** payment.

**You**, named drivers, and anyone seeking to make a **Claim** under this **Policy** must observe the following:

## Communication

Every notice or communication to be given or made under the **Policy** shall be in writing.

## Ownership

**You** must inform **Us** if the **Motor Vehicle** which is **Insured** in **Your** name belongs to anyone else or is sold or purported to be sold to anyone else or is being used regularly by another person.

## Duty of Care and General Precaution

**You** must take all reasonable precautions to keep **Your Motor Vehicle** in an efficient and roadworthy condition and to protect it from loss or damage. **You** must also carry out the necessary VRT testing when required, and comply with any **Legislation** in connection with the condition and safety of **Your Motor Vehicle**.

**You** must grant **Us** free access at all reasonable times to examine **Your Motor Vehicle**.

## Claims Conduct

Following any occurrence which may result in a **Claim**, **You** must:

- Notify **Us** in writing as soon as possible after any occurrence which may result in a **Claim**. **You** must not admit liability for any **Claim** or accident unless **We** ask **You** to.
- Not authorise any repairs without **Our** written consent.
- Give **Us Your** consent to inspect **Your Vehicle** as soon as reasonably possible.

- **You** must send to **Us** immediately every judicial notification or any communication **You** receive relating to a **Claim**. **You** or any person claiming indemnity under the **Policy** must also tell **Us** if **You** or such persons know of any impending prosecution, inquest or inquiry involving anyone **Insured** by the **Policy**. No negotiation, compromise, admission or refusal of any **Claim** must be entered without **Our** consent.
- In the event of any **Theft** or other criminal act which may give rise to a **Claim** under the **Policy**, **You** or any person claiming indemnity under the **Policy** must advise the police authorities immediately and cooperate with **Us** to convict the offender.
- Complete a front to rear form in duplicate in the event of a front to rear collision.
- Report to and cooperate with police and/or local wardens where required.

### **We will be entitled to:**

- Take over and conduct in **Your** own name or in the name of anyone else **Insured** by the **Policy** the, negotiation, defence or settlement of any **Claim**.
- Take proceedings at **Our** own expense and for **Our** own benefit, but in **Your** name or in the name of anyone else **Insured** by the **Policy** to recover any payment which **We** have made or may make under the **Policy**.
- Retain full discretion in the conduct of any proceedings and in the settlement of any **Claim**.
- Expect full cooperation on any matter affecting this insurance from **You** and anyone else **Insured** by the **Policy**.
- Whenever a **Claim** under the **Policy** is subject to a magisterial enquiry, no settlement will be affected until such enquiry has been concluded and made available, whichever is the case. In addition to the above, **Theft Claims** will not be settled prior to three months from date of loss.

### **Subrogation**

**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 loss or damage to **Your** vehicle.

**You** shall do everything necessary to secure and preserve such rights, including the execution of such documents as are necessary to enable **Us** effectively to bring proceedings in the name of the company against any parties that may have caused the loss.

### Contribution

If at the time of any accident which results in a **Claim** under the **Policy**, there is any other insurance covering the same liability, loss or damage, **We** will pay only **Our** share of the **Claim**. This condition does not affect the application of Exception 3 under General Exceptions of the **Policy** and does not apply to any personal accident benefit payable under the **Policy**.

### Arbitration

All differences arising out of the **Policy** shall be referred to the decision of an arbitrator appointed under current statutory provisions 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**. The effects of Article 70A of Chapter 387 of the Laws of Malta shall extend to appeals on points of fact and this in addition to appeals on points of law as contained in the aforementioned Article. If **We** refuse liability for a **Claim** and this **Claim** is not referred to arbitration within the period as defined by **Legislation**, the **Claim** shall be deemed to have been withdrawn and cannot subsequently be revived.

### Observance, Misrepresentations and Non-Disclosure

**We** will provide the cover described in the **Policy** only if:

- Anyone claiming protection has fulfilled all its terms, conditions and provisions.
- **You** have answered truthfully, to the best of **Your** knowledge and belief all the questions on the **Proposal Form** relating to **Your** details, those of **Your Motor Vehicle**, and of all **Authorised Drivers** on **Your Policy**.
- **You** have informed **Us** of any facts, emerging at any stage, the knowledge of which would affect **Our** decision to accept the insurance or the terms under which **We** would accept it.

### Avoidance of Certain Terms and Right of Recovery

If, by reason of the **Legislation** of any **Geographical Area** **We** are required to make payment for which under the terms of the **Policy** **We** would not otherwise have paid, **We** reserve the right to recover such payments from **You** or from the person against whom the **Claim** was made.

### Fraud

If **You** or anyone acting on **Your** behalf or on **Your** instructions makes a **Claim** under this **Policy** which shall be deemed to be in any respect fraudulent or if any fraudulent means or devices are used by **You** or anyone acting on **Your** behalf or **Your** instructions to obtain any benefit under the **Policy**, all benefits under the said **Policy** shall be forfeited.

Fraud includes but is not limited to:

- Failure to provide relevant documentary evidence as required.
- Make a statement in support of any **Policy** or **Claim** knowing the statement to be false or incorrect in any respect.
- Deliberately misleads **Us** to obtain cover, make a false declaration at the inception of **Policy** or **Claim**.
- Knowingly submit a forged document in support of any **Policy** or **Claim**.
- Make a **Claim** under the **Policy** knowing the **Claim** to be false, exaggerated or inflating the **Claim**.
- Make a **Claim** in respect for loss or damage caused by **Your** wilful act or with **Your** collusion.
- Make false declarations to police or other authorities regarding **Your** insurance.
- Makes a fraudulent payment by cheque or card.
- Provides **Us** with misleading or incorrect information to any of the questions asked when applying for the insurance **Policy**.

**We** will cancel the **Policy** and declare it null and void from inception and no return **Premium** will be paid. **We** have the right to recover any unpaid **Premium** due on the **Policy** and also recover any **Claim** payments which were made under the **Policy**.



## DATA PROTECTION

**WHO WE ARE** Elmo Insurance Limited (C-3500) of Elmo, Abate Rigord Street, Ta' Xbiex, XBX 1111, Malta (**We/Us/Our**) is the data controller in relation to personal information which **We** hold about **You** ("Personal Data"). Queries relating to data protection matters may be referred to **Our** Data Protection Officer at: The Data Protection Officer, Elmo Insurance Limited, Abate Rigord Street, Ta' Xbiex, XBX 1111, Malta or at: [dpo@elmoinsurance.com](mailto:dpo@elmoinsurance.com).

**OUR COMMITMENT** **We** highly value the trust that **You** place in **Us** and **We** are committed to protect the security of **Your** Personal Data and to ensure that **Your** rights according to data protection Law are safeguarded.

**INFORMATION WE HOLD ABOUT YOU** As data controllers, **We** may collect, store and use the following categories of Personal Data:

- Basic Personal Data, such as: **Your** name and surname; identification document details; date of birth; mail address; contact details; banking details; occupation and signature;
- Information about **Your** insurance requirements, such as: details about the subject matter to be **Insured** and details about persons to be covered by **Our** insurance products;
- Additional information, such as: accident, loss or claims history; creditworthiness; no claims bonus; insurance history (including: previous special underwriting conditions imposed and decline of cover); annual income and matters relating to the prevention, detection and/or suppression of fraud, money laundering and **Terrorism** and **Your** marketing preferences;

**We** may also collect, store and use the following "special categories" of more sensitive Personal Data, such as: current and past health information; pre-existing health conditions or injuries; medication; medical treatment; surgical procedures; hereditary disease, illness or condition; and smoking or drug abuse history.

**HOW WE WILL PROCESS INFORMATION ABOUT YOU** **We** will only process **Your** Personal Data when the Law allows **Us** to. Most commonly, **We** will use **Your** Personal Data in the following circumstances:

- Where **We** need to perform the contract which **We** have entered with **You**;
- Where **We** need to comply with a legal obligation; and
- Where it is necessary for **Our** legitimate interests, or those of third parties, provided that such legitimate interests are not overridden by **Your** interests or fundamental rights and freedoms which require the protection of Personal Data.

**We** may also process **Your** Personal Data in the following situations, which are likely to be rare:

- Where **We** need to protect **Your** vital interests or the vital interests of another person;
- Where it is required in the public interest or for official purposes.

**IF YOU FAIL TO PROVIDE PERSONAL DATA** If **You** fail to provide certain Personal Data when requested, **We** may not be able to perform the contract **We** have entered with **You** or **We** may be prevented from complying with **Our** legal obligations.

**HOW WE USE PARTICULARLY SENSITIVE PERSONAL DATA** Special categories of Personal Data require higher levels of protection. **We** need to have further justification for collecting, storing and using this type of Personal Data. **We** may process special categories of Personal Data in the following circumstances:

- In limited circumstances, with **Your** explicit written consent;
- Where **We** need to carry out **Our** legal obligations;
- Where it is needed in the public interest;
- Where it is needed to assess **Your** working capacity on health grounds, subject to appropriate confidentiality safeguards;
- Where it is needed in relation to the exercise or defence of legal claims.

Less commonly, **We** may need to process sensitive Personal Data where it is needed to protect **Your** vital interests or the vital interests of other persons and **You** are not capable of providing consent or where **You** have already made the information public.

**We** will not use Personal Data for any other purpose which is incompatible with the purposes described in this Notice, unless such use is required or authorised by Law, authorised by **You** or is in **Your** own vital interest (such as in the case of medical emergency).

**HOW WE MAY SHARE YOUR PERSONAL DATA** **We** may share **Your** Personal Data within **Our** different departments, **Our** affiliated companies and **Our** service providers, including assistance and Road assistance service providers. This is generally required for the performance of **Our** contract with **You**; in order to identify products which may be of interest to **You**; for pricing and underwriting purposes; for marketing purposes; and for claims management purposes. Moreover, **We** may share **Your** Personal Data to prevent, detect and/or suppress fraud and in order to be able to comply with **Our** legal obligations.

**We** may also share **Your** Personal Data with third parties, including: insurance undertakings; insurance intermediaries; reinsurers; medical professionals; legal professionals; hospitals and clinics; surveyors; architects, loss adjustors and other appointed experts in the course of underwriting or claims management processes; Transport Malta; the Malta Insurance Association; credit referencing agencies; the Commissioner of Police, the Financial Intelligence Analysis Unit (FAIU), tax authorities and any other body, institution or authority which is authorised to receive **Your** Personal Data from **Us** according to Law. This is generally required for the performance of **Our** contract with **You**; to prevent, detect or suppress fraud, money laundering and **Terrorism**; to exercise or defend legal claims, and to comply with **Our** legal obligations. Additionally, in limited circumstances, **Your** Personal Data may be made accessible to third party service providers for IT system testing and maintenance purposes, and for insurance audit and actuarial purposes.

**We** are a member of the Malta Association of Credit Management ("MACM"). If **You** fail to settle any amounts which are due to **Us**, **We** have a right to pass on information about **You** and about the amounts owed by **You** to **Us** to MACM as well as to any legally entitled third party. Where such a disclosure is carried out, MACM, as a Credit Referencing Agency, shall be deemed to be a Data Controller of the personal data it processes within its systems, in pursuance of its legitimate interests, such as promoting responsible lending, amongst others. For more info please visit <https://www.macm.org.mt/dataprotection>. Data Protection queries concerning MACM may be referred to its Data Protection Officer at [dataprotectionofficer@macm.org.mt](mailto:dataprotectionofficer@macm.org.mt)

In all cases, the sharing of **Your** Personal Data is made subject to appropriate confidentiality safeguards.

**TRANSFER OF PERSONAL DATA OUTSIDE MALTA** **We** may share **Your** Personal Data with third parties established both within and outside the European Economic Area, subject to observance with all confidentiality safeguards applicable according to Law.

**HOW WE MAY OBTAIN PERSONAL DATA ABOUT YOU** Apart from the Personal Data which **You** provide **Us** with, **We** may obtain Personal Data about **You** from third parties to prevent, detect or suppress insurance fraud, money laundering and **Terrorism**; to exercise or defend legal claims; and to safeguard **Our** legitimate expectations in so far as this is permitted by Law. In particular, **We** may receive Personal Data about **You** from third parties who **We** may share Personal Data with according to this Notice; the ETARS traffic accident database; the Court Registry Database (LECAM); the Public Registry; the Registry of Companies and other entities which have authority to disclose Personal Data to **Us**. **We** may also record telephone conversations for quality and assurance purposes. **Our** head office and branches are equipped with CCTV cameras for security purposes.

**SECURITY** **We** will take appropriate measures to protect Personal Data and sensitive Personal Data, which are consistent with the applicable privacy and data security Law and regulations, including requiring third party service providers to use appropriate measures to protect the confidentiality and security of Personal Data and sensitive Personal Data.

**DATA INTEGRITY AND RETENTION** **We** will take reasonable steps to ensure that Personal Data and sensitive Personal Data processed by **Us**, is reliable for its intended use and is accurate and complete for carrying out the purposes described in this Notice. **We** will retain Personal Data and sensitive Personal Data for the period necessary to fulfil the purposes outlined in this Notice, unless a longer retention period is required or permitted by Law.

**YOUR RIGHTS** **You** have the right to object at any time to the processing of **Your** Personal Data. **You** can exercise this right by contacting **Our** Data Protection Officer.

**You** also have the right to access **Your** Personal Data and sensitive Personal Data, the right to correct inaccurate Personal Data and sensitive Personal Data, the right to erase **Your** Personal Data and sensitive Personal Data in certain circumstances and the right to receive the Personal Data and sensitive Personal Data which **You** have provided to **Us** in a structured, commonly used and machine-readable format for onward transmission by **You** to another entity, without hindrance from **Us**. If **You** wish to exercise any of these rights, please contact **Our** Data Protection Officer. Please note however that, certain Personal Data and sensitive Personal Data may be exempt from such access, correction and/or erasure pursuant to the applicable data protection Law or other legislation and regulations.

As part of the provision of **Your** insurance contract, **We** may use automated decision making, including profiling, subject to appropriate safeguards to protect **Your** rights and freedoms and legitimate interests. **You** have the right to request human intervention to express **Your** point of view and to contest automated decisions.

**You** can also file a complaint on data protection matters with the Office of the Information and Data Protection Commissioner by following this link: <https://register.idpc.org.mt/report-breach/complaint/>

# Protection and Compensation Fund

The Protection and Compensation Fund is a special fund which was established in terms of the Protection and Compensation Fund Regulations, 2003. The aims of the fund are: (i) to pay for any **Claims** against an insurer which have remained unpaid because the insurer became insolvent. These **Claims** must be in respect of protected risks situated in Malta or protected commitments where Malta is the country of commitment; and (ii) to compensate victims of **Road** traffic accidents in certain specified circumstances. Limited compensation may be available under the fund if the insurer becomes insolvent and unable to meet its obligations under the insurance contract.

Further information about the fund may be accessed through the following link:  
[www.mfsa.mt](http://www.mfsa.mt)

# Customer Satisfaction

Elmo Insurance Limited is committed to provide **You** with the highest level of service. However, if **You** are not satisfied with **Our** services, please refer the matter to **Our** Complaints Officer at:

Elmo Insurance Limited  
Abate Rigord Street Ta'Xbiex  
XBX1111  
Malta

Tel: 00356 2343 0000

E-Mail: [complaints@elmoinsurance.com](mailto:complaints@elmoinsurance.com)

**Your** complaints will be acknowledged by **Our** Complaints Officer and a response will be sent to **You** within a maximum time period of fifteen working days.

In the event that **Your** complaint remains unresolved, **You** may write to:

Office of the Arbiter for Financial Services  
N/S in Regional Road  
Msida, MSD 1920  
Malta

Freephone: 8007 2366

Telephone: 2124 9245

**You** can also download a complaint form from: [www.financialarbiter.org.mt](http://www.financialarbiter.org.mt).

This is without prejudice to any other judicial action which **You** may wish to resort to.

**You** may also seek assistance from the Malta Insurance Association with whom this company is affiliated.

# Our Standards

**We** aim to provide **You** with access to Plans that are affordable and provide for **Your** future well-being. **We** always act with the highest ethical standards of conduct and professional integrity whilst striving to meet **Our** member's expectations.

**We** try to achieve the following service standards:

- Respond to **Your** application for a **Policy**, or to amend cover, within five working days.
- Process properly presented, eligible invoices for benefit within ten working days.
- Respond to **Your** correspondence and any other **Policy** queries within five working days.

# FAQs

## What is a No Claims Discount?

A **No Claims Discount** is a percentage that is deducted from **Your** insurance **Premium** when no **Claim** is registered during the **Policy** Period. Refer to Section 10 regarding **Our No Claims Discount** scale and how it is affected following a **Claim**.

## Can I use the Motor Vehicle abroad?

**You** may use **Your Motor Vehicle** abroad provided that **You** have a valid insurance **Policy**. **You** will need to inform **Us** that **You** intend to take the vehicle abroad if **You** require extension of **Your** existing cover or if **You** intend to use the **Motor Vehicle** outside a **Designated State**. **We** will issue an **Endorsement** or a Green Card if required to enable **You** to travel with **Your Motor Vehicle**.

## Can I make changes to my Insurance Policy at any time during the year?

**You** may effect changes to **Your Motor Policy** at any time during the **Policy** period. Certain changes can be subject to an additional **Premium**.

For upgrades in cover, **We** may require photos or a survey of the **Motor Vehicle**.

## What should I do to affect a survey for my vehicle?

**You** need to contact one of **Our** offices and **We** will guide **You** accordingly.

## Does my Policy come with Roadside assistance?

If **Your Policy** cover is on Comprehensive basis, and **Your** vehicle is a Private Car, **You** are entitled to free Roadside assistance.

For any other cover and for Commercial vehicles, **We** offer subsidised rates should **You** wish to include Roadside assistance under **Your Policy**.

Roadside assistance covers the **Geographical Area** of:

- Malta and/or Gozo and Europe (applicable to Private Cars).
- Malta and/or Gozo (applicable to Commercial Vehicles).

### What should I do following an accident?

The accident must be reported to the wardens. If anyone sustains injuries, **You** must report the accident to the Police. A front to rear form should be completed if applicable. Liability should never be admitted and if possible, photos should be taken on the spot prior to moving the vehicles. Take details of any witnesses especially independent ones and inform **Us** immediately.

### What are my duties and rights following an accident?

Failure to report a **Claim**, especially if at fault may result in incurring unnecessary legal or court fees.

**You** are also expected to fully cooperate with **Us** throughout the whole **Claim** process especially where a legal obligation exists.

### How do I lodge a Claim?

A **Claim** should be lodged at **Our** Head Office in Ta' Xbiex or at any one of **Our** Branch or TII Offices or **Your** Broker's Office or by email or post. **Claims** over the phone will not be accepted.

### Do I contact Elmo even if I am not at fault?

It is always advisable to contact **Us** in order to enable **Us** to guide **You** in the right direction and assist wherever possible. **We** provide legal assistance for all types of cover should liability become an issue with the third-party insurance.

### What happens if I hold Comprehensive Cover?

Irrespective of liability **We** strongly suggest **You** lodge a **Claim** with **Us**, and **We** will deal with the rest. A survey is booked and an order/quote for parts is placed. If the vehicle is repairable, parts are delivered directly to the supplier once available and the repairer will eventually contact **You** for an appointment. Once the appointment is given, call **Our** office to book **Your** courtesy vehicle if required/applicable. Contacting **Us** on the day the repairs are set to commence may result in **Us** failing to provide **You** with a replacement vehicle due to non-availability.

### What is the procedure to have your vehicle repaired following a traffic accident?

**You** need to report **Your** accident to **Our** Head Office in Ta' Xbiex or at any one of **Our** Branch or TII Offices or **Your** Broker's Office. If **You** hold Comprehensive Cover, a survey will be organised to establish the extent of damages incurred. Damaged vehicles should be repaired at an approved repairer.

**Following an accident, who will purchase the replacement parts to repair my vehicle?**

**Our** cost control team will contact various suppliers and order the required parts accordingly. Once available these will be delivered to the approved repairer of **Your** choice.

**If I hold Comprehensive Cover, will I be entitled to new original parts?**

The type of cover **You** hold does not determine the type of parts supplied.

**If my vehicle is more than 5 years old, am I entitled to new original parts?**

If **Your Motor Vehicle** is more than 5 years old, the parts supplied will either be second hand original parts or alternative new pattern parts depending on availability.

**Am I entitled to a replacement vehicle?**

Once the parts reach **Your** Repairer, **You** will be entitled to a replacement vehicle whilst **Your** vehicle will be undergoing repairs. The duration of repairs would have been established and agreed between the surveyor and the repairer. This applies only to Private Motor Vehicles Comprehensive Cover (Section 3).

In respect of all other covers, including Commercial Vehicles, **We** suggest that **You** contact **Our** Motor Claims if **You** are not at fault.

**If I own a Commercial Vehicle, will Elmo purchase the parts required?**

In the case of VAT registered clients, the owner will have to purchase the parts and will then **Claim** settlement net of VAT once liability is determined. However, if **We** have proof confirming VAT exemption, **We** will order the required parts accordingly.

**How does legal assistance work if I am insured on a Third-Party Only Cover?**

If **You** are involved in an accident and feel that **You** are not to blame, a **Claim** should be lodged and if **We** agree that there are grounds for recovery, **We** will engage **Our** lawyer or a lawyer appointed by **You** but approved by **Us** to assist **You**. Once a survey is carried out by the third-party insurer, **You** will need to repair **Your** vehicle as per survey report and provide **Us** with copies of all invoices including fiscal receipts to enable **Us** to start the process.



**Elmo Insurance Ltd**, Abate Rigord Street,  
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## BRANCH OFFICES

### B'KARA BRANCH

Naxxar Road  
B'Kara BKR 9044  
2343 0322

### COSPICUA BRANCH

48 Bormla Gate  
Cospicua BML 2062  
2343 0301

### MELLIEHA BRANCH

160A Main Street  
Mellieha MLH 2315  
2343 0308

### PAOLA BRANCH

Paola Square  
Paola PLA 1261  
2343 0306

### QORMI BRANCH

St. Bartholomeo Street  
Qormi QRM 2187  
2343 0311

### RABAT BRANCH

23A Saqqajja Square  
Rabat RBT 1192  
2343 0332

### ST. PAUL'S BAY BRANCH

612 Mosta Road  
St. Paul's Bay SPB 3112  
2343 0310

### VALLETTA BRANCH

Cassar & Cooper  
54 South Street  
Valletta VLT 1103  
2343 0316

### ŻEBBUĠ BRANCH

Mdina Road  
Żebbuġ ZBG 9017  
2343 0326/7