

Welcome

Thank **You** for choosing Elmo Insurance Limited as **Your** insurer. As a valued customer, we are committed to providing **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 **Policy** terms and conditions.

Do not wait until **You** have a claim to make sure **You** understand **Your Policy** - please read it now and keep it in a safe place.

In particular please make sure that all the details shown in the **Schedule** which is attached to and forming 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.

A handwritten signature in black ink, appearing to read 'Cauchi', with a large, stylized loop at the beginning.

Anthony Cauchi MBA (Exec.), ACII
Chartered Insurer
General Manager



About Your Home Insurance Policy

Elmo **Home** Insurance policies are underwritten by Elmo Insurance Limited, 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. The contract of insurance is between **You** and **Us**. Only **You**, the **Policyholder** and Elmo Insurance Limited have legal rights under this agreement.

The terms of the **Policy** are contained in the following documents, all of which must be read together:

- The Proposal Form which **You** have completed
- The **Policy Schedule**
- The **Policy** Document

Any alterations or amendments to this **Policy** shall only be valid if they have been made in writing.



Meaning of Words

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

Betterment

The resulting improved condition following replacement of damaged items.

Buildings

A permanent structure used for domestic purposes within the grounds of **Your Home** including:

- The **Fixtures and Fittings**, fitted kitchens (excluding appliances), bathrooms, solar water heaters, solar panels, alarm systems, CCTV cameras and air-conditioning equipment
- Radio and television aerials, satellite dishes and masts
- Lifts
- Domestic fixed fuel tanks, including LPG tanks (subject to obtaining the installation certification from the competent authority)
- Gates, hedges, walls, fences, terraces, paths and drives, lawns, plants, shrubs, trees, ornamental ponds, fountains or statues in the garden or yard
- Swimming pools and tennis courts
- **Your** proportionate share of the common areas forming part of a block of apartments.

Bicycles

Any pedal cycle, bicycle or tricycle and its accessories, owned by **You** or **Your Household**. **Bicycles** do not include any motorised pedal cycle, bicycle or tricycle.

Domestic Staff

A person employed to carry out domestic duties associated with **Your Home** and not employed by **You** in any capacity in connection with any business, trade or profession.

Contents

Household goods and personal effects, money and valuables all belonging to or are **Your** legal responsibility or that of **Your** family.



The term **Contents** does not include:

- Any living creature, any mechanically propelled vehicle (other than domestic gardening machines), aircraft, hovercraft, watercraft and accessories attached thereto, outboard engines, motorcycles, caravans, trailers, trailer tents and their parts and accessories, credit cards, deeds, bonds, bills of exchange, promissory notes, securities for money, documents and manuscripts
- Goods used for business or professional purposes
- Landlord's **Fixtures and Fittings**
- Property more specifically insured

Endorsements

An alteration made to terms of the **Policy**.

Excess

The first part of any claim for which **You** are responsible.

Fixtures and Fittings

All items that are fixed to and form part of the structure of the **Home** including:

- Decorations such as wall paper, murals and stencilling
- Flooring
- Built-in wardrobes

Geographical Area

Maltese Islands, Europe or Worldwide as specified in the **Schedule**.

High Risk Items

Items of contents which are often attractive to thieves. These are televisions, personal computer, audio and video equipment, jewellery, gold, silver and articles of precious metal, clocks, watches, cameras, furs, pictures, works of art, curios and collections of stamps or coins.

Home

The private dwelling of permanent and standard construction comprising of the house named in the **Schedule**, and outbuildings used for domestic purposes.

Household

You and members of **Your** family living permanently with **You** and in the same residence.



Meaning of Words

Money

Cash, credit/debit Cards, cheques, postal and money orders, trading stamps which are not part of a stamp collection and traveller's cheques owned by **You** or **Your Household**.

Money does not include:

- Promotional vouchers, air miles vouchers, credit notes, store or loyalty points, lottery tickets, scratch cards, raffle tickets and stamps which are part of a stamp collection
- **Money** used or held for any trade, professional or business purposes

Period of Insurance

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

Policy

The insurance contract between **You** and Elmo Insurance Ltd. Full terms and conditions are subject to the following documents:

- The Proposal form
- The **Policy** schedule
- The **Policy** document
- Any **Endorsement** attached to the **Policy**

Policyholder/You/Your

The person(s) named as Insured in the **Schedule**.

Premium

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

Proposal

The Proposal Form and any other information provided by **You** or on **Your** behalf.

Schedule

The current **Schedule** issued by **Us** as part of **Your Policy** showing details of the Insured, the property insured, the **Period of Insurance** and which sections of the **Policy** apply.

Unoccupied

This is when **Your Home** is insufficiently furnished for habitation or is not lived in for more than 90 consecutive days.

We/Us/Our/Company

Elmo Insurance Ltd.



Section 1: Buildings

The **Buildings** are insured against loss or damage. The following states what is covered and what is not covered by this section.

	What is covered	What is not covered
1	Fire, Lightning, Explosion	The first €50 of each and every loss
2	Smoke	(a) Damage caused by any gradually operating cause (b) Pollution damage (c) Smoke from fireplace
3	Earthquake	The first 0.5% of the total sum insured at the time of loss or damage occasioned directly or indirectly by earthquake, subject to a minimum of €500.
4	Storm, Tempest and Flood	(a) The first €100 of each and every loss occasioned directly or indirectly by storm, tempest, flood (b) 10% of each and every loss in respect of property below street level including basements and underlying garages with a minimum of €500 (c) Loss or damage by humidity, condensation and dampness as a result of ingress of water (d) Loss or damage to gates, fences, earth retaining walls and insect screens (e) Loss or damage caused by subsidence, heave or landslip
5	Escape of Water <i>Water escaping from any fixed plumbing installation, washing machine, dishwasher, refrigerator, freezer, heating or cooling installation, water bed, water tanks or fish tank.</i>	(a) The first €35 of each and every loss (b) Loss or damage if Your Home is Unoccupied (c) Damage to the appliance or installation
6	Escape of Oil <i>Oil leaking from any fixed heating or cooling installation, any pipes or any apparatus.</i>	(a) The first €35 of each and every loss (b) Loss or damage if Your Home is Unoccupied (c) Damage to the appliance or installation



	What is covered	What is not covered
7	Riot, civil commotion, strikes, labour and political disturbances	
8	Vandalism and malicious acts	(a) The first €35 of each and every loss (b) Loss or damage caused by You or Your Household or by tenants (c) Loss or damage if Your Home is Unoccupied
9	Theft or attempted theft	(a) Loss or damage caused by You or Your Household or by tenants (b) Loss or damage if Your Home is Unoccupied
10	Falling trees or branches	(a) The first €35 of each and every loss (b) The cost of removal of the fallen tree or branch (c) Loss or damage to fences and gates
11	Impact with Your Buildings by any vehicle, animal, aircraft or any other aerial device or anything dropped from them.	The first €35 of each and every loss.
12	Breakage or collapse of television and radio aerials, satellite dish, aerial fittings and masts.	(a) The first €35 of each and every loss (b) Any amount exceeding €500
13	Damage to Underground Services <i>Accidental damage for which You are legally responsible for cables or underground services.</i>	Accidental damage to pipes and cables, resulting during repair or maintenance work to pipes and cables.
14	Glass and Sanitary Fixtures <i>Accidental breakage of glass, washbasins, splash backs, pedestals, baths, sinks, lavatory cisterns, lavatory pans, shower trays and shower screens all fixed to and forming part of Your Home.</i>	Loss or damage if Your Home is Unoccupied .



	What is covered	What is not covered
15	<p>Loss of Rent/Alternative Accommodation</p> <p>(a) <i>The reasonable cost of Your temporary comparable accommodation, including condominium's maintenance fees, incurred until You restore Your Home to a habitable condition in the event of the Home being so damaged as to render it uninhabitable by any cause for which indemnity is provided under paragraphs 1-11</i></p> <p>(b) <i>The rent You would have received but have lost including up to Two Years of ground rent</i></p>	Any amount exceeding 10% of the sum insured on Buildings .
16	<p>Loss of Keys</p> <p><i>If the keys are stolen or accidentally lost, We will pay for replacing locks, including keys to:</i></p> <p>(a) <i>Any external doors and windows of Your Home</i></p> <p>(b) <i>Intruder alarms and safes installed in Your Home</i></p>	Any amount exceeding €600.
17	<p>Architects and Surveyors Fees</p> <p><i>We will pay reasonable costs in respect of architects' fees, surveyors' fees and legal fees necessary to rebuild, replace or repair Your Buildings after loss or damage insured by this Policy.</i></p>	<p>(a) Any amount exceeding 10% of the total sum insured on the Buildings</p> <p>(b) Any fees incurred in preparing any claim under this Policy</p>
18	<p>Removal of debris and demolition costs</p> <p><i>Expenses necessarily incurred by You with Our consent in removing debris, dismantling and/ or demolishing, shoring or propping up of the portion or portions of the insured property destroyed or damaged by any peril insured under this Policy.</i></p>	Any amount exceeding 10% of the total sum insured on the Buildings .
19	<p>Moving Home</p> <p><i>If You enter into a contract to sell Your Home, the purchaser is entitled to benefit from this insurance if the Home is damaged by any cause insured under paragraphs 1-11. Cover will be provided between exchange of contracts and completion of the sale, provided the Home is not otherwise insured.</i></p>	Loss or damage if Your Home is Unoccupied .



	What is covered	What is not covered
20	Trace and Access <i>We will pay the reasonable and necessary cost of finding the source of water leakage including subsequent repairs to walls, floors or ceilings.</i>	(a) Loss or damage caused by wear and tear (b) Any amount exceeding €600
21	Loss of Metered Water <i>We will pay for loss of domestic metered water following accidental damage to the fixed water installation.</i>	(a) Loss if Your Home is Unoccupied for more than 90 days to such loss occurring or discovered (b) Any amount exceeding €500
22	Compensation for death <i>We will pay compensation if You or Your spouse dies from an injury within 3 months from the date of the accident if that injury is caused by fire or an assault by thieves in Your Home.</i>	Any amount exceeding €10,000 in any one Period of Insurance .
23	Emergency entry to Your Home <i>Damage to Your Home caused when the fire, police or ambulance service has to force an entry to Your Home because of a medical emergency or to prevent damage to the Buildings.</i>	
24	Plants and Trees in the garden <i>We will pay for loss or damage to the lawns, plants, shrubs or trees in the garden, terraces or yard/s within the boundaries of Your property.</i>	(a) Flood damage to lawns (b) Impact damage by garden machinery or any other vehicle used in the garden (c) Loss or damage caused by pets (d) Any plant exceeding €200 (e) Any shrub or tree exceeding €500
25	Breakdown of air-conditioning equipment <i>Accidental mechanical or electrical breakdown of air-conditioning equipment permanently fixed onto Your property.</i>	(a) The alteration of faulty design, latent defects, poor workmanship or faulty materials (b) Deterioration, wear and tear, vermin, insects, fungus, rot, climatic or atmospheric conditions, the action of light or any gradually operating cause (c) If annual maintenance is not carried out (d) Any amount exceeding €600



Claims Settlement

We will pay the cost of work carried out in repairing or replacing the damaged parts caused to the **Buildings** including fees and associated costs, but not the cost of complying with building regulations, Local Authority or other statutory requirements, if notice of the need to comply was served upon **You** before the damage occurred, or these relate to undamaged parts of the **Buildings**.

Average Clause

If at the time of any loss or damage the rebuilding value of the **Buildings** shall be greater than the sum insured thereon by more than 85%, then the Insured shall be considered as being his own insurer for the difference, and shall bear a proportional share of the loss.

If the **Buildings** have not been maintained in good repair, **We** will pay the cost of repair or replacement less a deduction for wear and tear. By full rebuilding cost **We** mean the rebuilding of **Your Home** in the same form, size, style and condition as when new, including the cost of complying with Local Authority and other statutory requirements, fees and associated costs.

If repair or replacement is not carried out, **We** will pay the reduction in the market value resulting from the damage not exceeding what it would have cost to repair the damage to the **Home** if the repair work had been carried out without delay.

The maximum amount payable in aggregate under this section is the sum insured shown in the **Schedule** less any applicable **Excess**.

Automatic Reinstatement of the Sum Insured

The sum insured under Section 1 will not be reduced following any claim, provided **You** carry out any recommendations **We** make to prevent further damage without delay.



Section 2: Contents

When in **Your Home**, the **Contents** are insured against loss or damage. The following states what is covered and what is not covered under this section.

	What is covered	What is not covered
1	Fire, Lightning, Explosion	The first €50 of each and every loss
2	Smoke	(a) Damage caused by any gradually operating cause (b) Pollution damage (c) Smoke from fireplace
3	Earthquake	The first 0.5% of the total sum insured at the time of loss or damage occasioned directly or indirectly by earthquake, subject to a minimum of €500.
4	Storm, Tempest and Flood	(a) The first €100 of each and every loss occasioned directly or indirectly by storm, tempest, flood (b) 10% of each and every loss in respect of property below street level, including basements, semi- basements and underlying garages with a minimum of €500 (c) Loss or damage by humidity, condensation and dampness as a result of ingress of water (d) Loss or damage caused by subsidence, heave or landslip
5	Escape of Water <i>Water escaping from any fixed plumbing installation, washing machine, dishwasher, refrigerator, freezer, heating or cooling installation, water bed, water tanks or fish tank.</i>	(a) The first €35 of each and every loss (b) Loss or damage if Your Home is Unoccupied (c) Damage to the appliance or installation
6	Escape of Oil <i>Oil leaking from any fixed heating or cooling installation, any pipes or any apparatus.</i>	(a) The first €35 of each and every loss (b) Loss or damage if Your Home is Unoccupied
7	Riot, civil commotion, strikes, labour and political disturbances	



	What is covered	What is not covered
8	Vandalism and malicious acts	(a) The first €35 of each and every loss (b) Loss or damage caused by You or Your Household or by tenants (c) Loss or damage if Your Home is Unoccupied
9	Theft or attempted theft	(a) Loss or damage caused by You or Your Household or by tenants (b) Loss or damage if Your Home is Unoccupied
10	Falling trees or branches	(a) The first €35 of each and every loss (b) The cost of removal if the fallen tree or branch has not caused damage to the Buildings
11	Impact with Your Buildings where the Contents are damaged by any vehicle, animal, aircraft or any other aerial device or anything dropped from them.	The first €35 of each and every loss.
12	Accidental breakage or collapse of television and radio aerials, satellite dish, aerial fittings and masts.	(a) The first €35 of each and every loss (b) Damage due to the corrosion of the Fixtures and Fittings (c) Any amount exceeding €250
13	Freezer contents <i>The freezer contents are insured against deterioration caused by rise or fall in temperature.</i>	Loss or damage: (a) Caused by the deliberate restriction or withholding of the electricity or gas supply by any supply authority (b) Caused by any strike, lockout or industrial dispute (c) Damage to the freezer itself (d) Damage to the freezer contents if the freezer is more than 10 years old (e) Any amount exceeding €250
14	Loss of Rent/Alternative Accommodation (a) The reasonable cost of Your temporary comparable accommodation, including condominium's maintenance fees, incurred until You restore Your Home to a habitable condition in the event of the Home being so damaged as to render it uninhabitable by any cause for which indemnity is provided under paragraphs 1-11 (b) The rent You would have received but have lost including up to Two Years of ground rent	Any amount exceeding 10% of the sum insured on Contents .



	What is covered	What is not covered
15	Accidental damage cover <i>Accidental damage to television, audio, video, computer equipment and game consoles.</i>	<ul style="list-style-type: none"> (a) Damage by wear and tear, depreciation, gradually operating cause, process of cleaning repair or restoration, mechanical malfunction of any kind (b) Damage to items designed to be portable (c) The value of the data contained within the computer or on any disk and the cost of reinstating that data (d) Any consequential loss of any kind
16	Accidental breakage cover <i>Accidental breakage of mirrors, plate glass tops to furniture, ceramic hobs and fixed glass in furniture.</i>	Any amount exceeding €2,000.
17	Contents away from the premises <i>Loss or damage covered under paragraphs 1-11 occurring while temporarily removed within the Maltese Islands into any bank, safe deposit, occupied dwelling or into any building where the Insured is residing.</i>	Loss or damage: <ul style="list-style-type: none"> (a) By storm or flood to property not contained within a building (b) To Money (c) In a furniture store, sales room or exhibition hall (d) From a caravan, mobile home or a motor home (e) During removals and whilst in transit (f) By theft or attempted theft unless it involves: Theft from a bank safe deposit (g) Any amount exceeding 15% of the Contents sum insured
18	Wedding Gifts <i>Wedding gifts, excluding money, are insured against any of the paragraphs 1-10 as specified under Section 2: Contents, for 1 month before and after the wedding date, but only while they are:</i> <ul style="list-style-type: none"> (a) In Your Home (b) In the building where the reception is being held (c) In the married couple's Home or being transported between these specified places 	Any amount exceeding €5,000.
19	Money (a) <i>Personal Money</i> (b) <i>Credit and Debit Cards</i>	<ul style="list-style-type: none"> (a) Any amount exceeding €500 (b) Any amount exceeding €1,500
20	Pedal Cycles and Sports Equipment	Any amount exceeding €500.

	What is covered	What is not covered
21	Contents in the Open <i>We will pay for loss or damage to Contents while in the open within the boundaries of the land belonging to Your Property.</i>	(a) Loss or damage to valuables or money (b) Loss or damage during items are being removed (c) Any amount exceeding €500
22	Prams, buggies and wheelchairs <i>We will pay for accidental loss or damage to Your pram, buggy or wheelchair happening anywhere in the Maltese Islands. Relative accessories are only covered if they are stolen or damage with Your pram, buggy or wheelchair.</i>	(a) Tyres or wheels damaged while in use (b) Theft of prams or buggies while left away from Your property unless in a locked building to which only You have access; or From a locked vehicle which has been broken into by using force and violent entry (c) Any amount exceeding €500
23	Emergency entry to Your Home Damage to Your Home caused when the fire, police or ambulance service has to force an entry to Your Home because of a medical emergency or to prevent damage to the Buildings .	

Claims Settlement

We will pay the cost of replacement as new or, at **Our** option, **We** will replace as new except for:

- **Household** linen and clothing where a deduction of wear and tear will be made. By household linen **We** mean towels, bed and table linen
- Items that can be economically repaired (including household linen and clothing) where the cost of repair will be paid
- Any **Betterment** in the replaced item

Average Clause

If, at the time of any loss or damage, the value of the **Contents** shall be greater than the sum insured thereon by more than 85%, then the Insured shall be considered as being his own insurer for the difference, and shall bear a proportional share of the loss.

The **Contents'** sum insured should include the cost of replacing all the **Contents** as new, (less an allowance for wear and tear in respect of household linen and clothing).



Section 3: Personal Possessions

The Personal Possessions cover applies for the personal effects **You** have chosen to specify and which appear on **Your** latest **Schedule**.

What is covered	What is not covered
Accidental loss or damage to individually specified personal effects belonging to You or Your household within the Geographical Area as specified in the Schedule.	<ul style="list-style-type: none">(a) Loss or damage caused by wear and tear, depreciation, moth, vermin, atmospheric or climatic conditions(b) Gradually operating cause, process of cleaning, dyeing, repair or restoration, delay, confiscation(c) Detention by order or any Government or Public Authority(d) Loss by deception unless entry to the house is gained by deception(e) The cost of replacing or repairing electrical or mechanical equipment that has broken down or been misused

Claims Settlement

We will pay the cost of replacement as new or, at **Our** option, **We** will replace as new except for items that can be economically repaired where the cost of repair will be paid.

Any **Betterment** is to be deducted from the total amount of claim.

The maximum amount payable is the sum insured (subject to any limits or Excesses) as stated in the **Schedule**.

Section 4: Liabilities

As Owner or Occupier of the Home and Your Personal Capacity

WHAT IS COVERED

The legal liability at law of **Your Household**:

- As owner of **Your Buildings** and land belonging to **Your Home**
- As occupier of **Your Home** and its land
- **Your** personal capacity to pay damages and costs to others which arise from any single event occurring during the **Period of Insurance** which result in:
 - Accidental death, disease, illness or accidental physical injury to anyone
 - Accidental damage to physical property

In case of the Insured's death, **Your** legal personal representatives will have the benefit of this section for liability incurred by **You** for an event covered by this section, provided that the legal personal representatives observe the terms of the **Policy** as far as they can apply. **We** will also pay defence costs and expenses incurred with **Our** written consent.

WHAT IS NOT COVERED

- Loss or damage to any **Buildings**, land or **Contents** which belongs to or are the legal responsibility of **Your Household**
- Injury, death, disease or illness to any of **Your Household** (other than **Your Domestic Staff**)
- Liability arising from any employment, trade, profession or business of any of **Your Household**
- Liability accepted by any of **Your Household** under any agreement, unless the liability would exist without the agreement
- Liability covered by any other **Policy**
- Damage to property belonging to or held in trust by or in the custody or control of the Insured
- Any wilful or malicious acts



Liabilities

- Liability for accidental bodily injury to an employee under contract of service to the Insured and arising out of and in the course of such employment
- Any liabilities arising from the transmission of any communicable disease or virus
- The ownership, possession or use of:
 - i. mechanically propelled vehicles (except pedestrian controlled garden implements), caravans, aircraft, hovercraft or boats
 - ii. Caravans or trailers
 - iii. Aircraft (including model aircraft)
 - iv. Watercraft other than hand or foot-propelled water craft, sailboards and surf boards, toy and model watercraft
 - v. Hovercraft
 - vi. Animals other than domestic dogs and cats and horses used for private hacking. (No cover is however provided for any liability arising from Pit-Bull Terriers, Japanese Tosa, Dogo Argentino and Fila Brasileiro dog breeds or any other dog bred or cross-bred to have the physical and behavioural characteristics of a fighting dog)
- Any amount exceeding €600,000
- Any amount in excess of €4,800,000 in respect of all compensation, costs and expenses for all claims arising during the **Period of Insurance**

As Employer of Domestic Staff

WHAT IS COVERED

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

- Accidental death, bodily injury or illness of any **Domestic Staff** arising out of and in the course of such employment

In case of the Insured's death, **Your** legal personal representatives will have the benefit of this section for liability incurred by **You** for an event covered by this section, provided that the legal personal representatives observe the terms of the **Policy** as far as they can apply.

We will also pay defence costs and expenses incurred with **Our** written consent.

This section also provides insurance against liability within the terms of any collective agreement or of any legal notice issued according to legislation for payment of wages during a continuous period of incapacity in respect of injuries to employees occurring during the actual discharge of the employee's duty.



WHAT IS NOT COVERED

- The full amount of any injury benefit entitlement under such legislation which shall be deducted from any such payment
- The first six days of injury
- Any period after twelve months from the date of injury
- Any injury due to contributory negligence on the part of the employee or contravention by the employee of any safety rules laid down by the employer
- Any liabilities arising from:
 - i. The transmission of any communicable disease or virus
 - ii. Any agreement or contract unless liability would have existed otherwise
 - iii. Injuries out of the profession or business of the Insured
- Any amount exceeding €2,400,000 in any one claim
- Any amount in excess of €4,800,000 in respect of all compensation, costs and expenses for all claims arising during the **Period of Insurance**



Section 5: Optional Extension - Personal Money and Credit Cards

What is covered	What is not covered
Money <i>Loss of Money, within the Maltese Islands only, belonging to the Insured and used solely for private, social and domestic purposes.</i>	(a) The first €35 of each and every loss (b) Loss due to confiscation, or depreciation in value or to errors or omissions in receipts, payments or accountancy (c) Any amount in excess of €500
Credit Cards <i>Financial loss resulting from any Credit Card being stolen or accidentally lost and subsequently used by someone other than the Insured, within the Maltese Islands.</i>	Any amount in excess of €1,200.

Claims Settlement

We will pay the amount for which the Insured is responsible, provided the Insured has complied with all the terms and conditions under which the card is issued and notified the issuing authority by e-mail or fax if the official notification address of the card issuing authority is not within the Maltese Islands.



General Exclusions

We shall not pay benefits towards the following, as they are excluded from Your Policy.

Radioactive contamination

We will not pay for loss or damage to any property, any resulting loss or expense or any legal liability that is caused by or contributed to, or that arises from:

- Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly

War Risks

We will not pay any loss or damage happening through or as a consequence of terrorism, war, invasion, act of foreign enemy hostilities, rebellion, revolution, civil war, insurrection or military or usurped power.

Sonic Bangs

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

Other Exclusions

- Damage caused by wear and tear
- Faulty workmanship, design or materials
- Reduced value after it has been repaired or replaced
- Any gradually operating cause including but not limited to seepage of water over a period of time
- Vermin, insects, mildew, fungus, climatic or atmospheric condition, wet or dry rot



Subsidence, landslip or heave

We will not pay any damages or losses resulting from subsidence, landslip or heave. This also excludes:

- any damages arising from normal settlement or bedding down of new structures
- any damages caused by the buildings being constructed, demolished, altered or repaired or any ground works or excavation works at **Your** premises

Terrorism

This insurance excludes any loss damage cost or expense of whatsoever nature or any death, bodily injury or illness directly 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 death injury or illness.

Any 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 organization(s) or government(s), committed for religious, ideological or similar purposes including the influence of any government and/or to put the public, or any section of the public in fear.

This **Policy** also excludes any death, bodily injury, or illness 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 exception, any death, bodily injury or illness is not covered by this insurance the burden of proving the contrary shall be upon the Insured person.

General Conditions

The following conditions apply to Your Policy.

Making a Claim

- **What You must do.**

If loss, damage or liability occurs which may result in a claim under this **Policy**, **You** must tell **Us** in writing within 30 days from date of loss or when it is known to **You**. **You** must also send **Us** immediately any writ, summons, legal document or prosecution made against **You**

- **Do not negotiate.**

You or any member of **Your** household must not negotiate, admit or deny liability without **Our** written permission

- **Tell the police.**

You must tell the police about all incidents related to accidental loss, theft, attempted theft, malicious damage or vandalism

Rights and Responsibilities

- **We** may enter any building where a loss or damage has occurred and deal with any salvage in a reasonable manner. No salvage may be abandoned to **Us**
- **We** may take over and conduct in the name of the Insured with complete and exclusive control, the defence or settlement of any claim
- **We** may also start legal action in the name of the Insured to recover from others, compensation in respect of anything covered by this **Policy**

Your Duty of Care

You and **Your** household must take all reasonable steps to prevent loss, damage or accidents and maintain the insured property in a good state of repair. **You** must also tell **Us** as soon as possible about any change in the information **You** gave **Us** if it will affect this **Policy**. If **You** do not, **Your Policy** may not be valid or **You** may not be properly covered.

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



General Conditions

started against **Us**. 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.

Dishonest Claims

We will not pay any claim under this **Policy** if a claim is dishonest or exaggerated in any way. **We** reserve the right to cancel cover immediately and **We** can tell the police of any such dishonest claim.

Cancellation

You may cancel this **Policy** at any time by writing to **Us**. **You** may be entitled to a refund on short-period basis of **Your Premium** as long as no claim has been lodged during the current **Period of Insurance**. **We** can cancel this **Policy** by giving **You** seven days notice by a recorded delivery letter at the address shown in the latest **Schedule**. If **We** cancel the **Policy**, **You** may be entitled to a refund for any **Period of Insurance** which **You** have not used.

Contribution

If any liability, loss or damage is covered by any other insurance who are similarly but not equally liable, **We** will only pay **Our** rateable proportion of the claim.

Contract Clause

The Contract of Insurance shall for all intents and purposes be deemed to be a Maltese Contract and shall be governed by and according to Maltese Law and subject to the exclusive jurisdiction of the Maltese Courts.

Maltese Jurisdiction Clause

The Insurers' indemnity provided by this **Policy**, shall apply only to judgements or orders that are delivered or obtained from a Court or in arbitration within the Maltese Islands. Furthermore, the aforesaid indemnity shall not apply to a judgement or order obtained in Malta for the enforcement of a judgement or arbitration award obtained elsewhere or to cost and expenses of litigation recovered by any claimant from the Insured, which costs and expenses of litigation are not incurred in the Maltese Islands.

Sanction Limitation and Exclusion Clause

The Company shall not be deemed to provide cover and shall not be liable to pay any claim or pay any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union.



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: mymoneybox.mfsa.com.mt/consumer-advice/insurance/protection-of-policyholders".

Safe Warranty

Our liability under the **Contents** section of this **Policy** shall not exceed €20,000 in respect of theft or attempted theft of jewellery which is not at the time of the theft or attempted theft locked in a safe approved by **Us**. For the purpose of this section, jewellery shall include all articles of precious metal intended for the ornamentation of the person or to be worn.

Matching of items, pairs and sets clause

We will only pay for individual loss or damaged items. **We** will not pay the cost of altering or replacing any items or parts of items which are not lost or damaged or which form part of a set, suite or other article, of the same type, colour or design.

High Risk Items

Our liability in respect of the total value of the **High Risk Items** shall not exceed one third of the **Contents** sum insured in any one **Period of Insurance**, unless specified in the **Schedule** of this **Policy**.

Our liability in respect of any one High Risk Item shall not exceed €2,000, unless specified in the **Schedule** of this **Policy**.

Keep Us informed

We have issued this **Policy** to **You** on the basis of what **You** have told **Us** about yourself, **Your** family and **Your** property. That is why the information given to **Us** in **Your** proposal is so important, and why it has been made the basis of the contract between **You** and **Us**. Please, therefore, let **Us** know immediately of any changes that affect what **You** have told **Us**; such as, if **You** move house or if anything happens to change the use, the nature, or the amount of the property insured.

Maintenance

Your Policy does not cover **You** for the cost of wear and tear – it is not a maintenance contract. It is a condition of the **Policy** that **You** keep **Your** property in good order and take reasonable steps to avoid damage.



DATA PROTECTION

WHOWEARE 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.

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 adjusters and other appointed experts in the course of underwriting or claims management processes; Transport Malta; the Malta Insurance Association; the Malta Association of Credit Management (MACM) (to which We are members); Credit Info and any other credit referencing agency; the Commissioner of Police, the Financial Intelligence Analysis Unit (FIAU), 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.

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://idpc.org.mt/en/Pages/contact/complaints.aspx>.



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

XBX 1111

Malta

Telephone: 00356 2343 0000

E-Mail: 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:

The Office of the Arbiter for Financial Services

First Floor

St Calcedonius Street

Floriana

FRN 5130

Malta

Freephone: 80072366

Telephone: 21249245

You can also download a complaint form from: **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

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:

Address: **Elmo Insurance Limited, Abate Rigord Street, Ta' Xbiex, XBX 1111, Malta**

Tel: **00356 23430000**

E-Mail: **complaints@elmoinsurance.com**



