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## WELCOME TO ARGUS

We welcome you as a Policyholder of Argus Insurance Company (Europe) Limited, Malta Branch. We are a locally incorporated Branch associated with the Argus Insurance Group offering you an extensive insurance service. Please read this Policy Booklet together with your Schedule. These set out the cover you have chosen, plus any limits that apply. If you are not satisfied with the details or the policy does not cover your needs, please return the Schedule to your insurance adviser.

Argus Insurance Company (Europe) Limited has its origins on the Rock of Gibraltar, dating back to 1841, and is fully licensed to act as an Insurance Company by the Gibraltar Financial Services Commission (GFSC), Number FSC00027B. Argus Insurance Company (Europe) Limited is a registered company in Gibraltar bearing Company number 01862 and holds its registered office at Regal House, Queensway, Gibraltar.

### **Argus Insurance Company (Europe) Limited**

may be contacted at:

Unit G.04 West One,

Europort Road, Gibraltar

Telephone: (+350) 200 79520

Fax: (+350) 200 70942

**The Malta Branch of Argus Insurance Company (Europe) Limited No. OC 1216 is registered in Malta and licensed by the Malta Financial Services Authority (MFSA) to act as a third country branch of Argus Insurance Company (Europe) Limited, registered in Gibraltar No. 01862, licensed by the Gibraltar Financial Services Commission.**

### **On receipt of your Policy**

To ensure that your Policy gives you the protection you need we recommend that you read it carefully and return it immediately if not in accordance with your requirements. The Policy Schedule specifies the Sections and sums insured you have selected; it is your evidence of insurance and may be required in the event of a claim. Remember also that even adequate insurance does not compensate completely for the worry and inconvenience that usually follow loss or accident. Please therefore take reasonable precautions. If you decide within 14 days of receipt that you do not wish to accept this Policy, return it and provided no claims have been made we will refund the premium.

### **Operation of Cover**

This Policy provides cover against loss, damage, injury and legal liability which will happen during the period of insurance for which we have accepted your premium. This Policy is a legally binding contract between you the Insured and Argus Insurance Company (Europe) Limited. The proposal made by you is the basis of and forms part of this contract. We will provide insurance within the terms of this Policy for those Sections specified in the Schedule in respect of events occurring during the period of insurance or any subsequent period for which you pay and we will agree to accept a renewal premium.



**Alex Bonavia - Managing Director P & C**

Argus Insurance Company (Europe) Limited

**IMPORTANT:** In the event of any occurrence likely to result in a claim under this insurance please contact Your local representative at the following address:

### **Argus Insurance Company (Europe) Limited, Malta Branch**

Trident Park, 8B Level 5, Notabile Gardens

Mdina Road, Central Business District Zone 2

Birkirkara CBD 2010, Malta

Tel: (+356) 2342 2000 Fax: (+356) 2342 2190

Email: [claims@argus.mt](mailto:claims@argus.mt) [www.argus.mt](http://www.argus.mt)

## SECTION I - YOUR VEHICLE INSURANCE POLICY

### 1. How to Use Your Policy

**THIS DOCUMENT DESCRIBES THE TERMS OF THE INSURANCE CONTRACT BETWEEN YOU AND US. IT IS IMPORTANT THAT YOU READ THIS DOCUMENT AND THE NOTES PRINTED ON THE COVER OF YOUR CERTIFICATE OF MOTOR INSURANCE AND/OR BACK OF YOUR RENEWAL NOTICE.**

- 1.1. This insurance is a contract personal to You and is not assignable for any reason whatsoever. Therefore:
  - a) You may **NOT** assign or transfer this Policy to any other person;
  - b) **NO** person apart from You shall have any right against Us, or any right of indemnity or any right to receive monies payable, whether liability shall be admitted or not, in any case whatsoever apart from that which results from the Policy and the Endorsements signed by Us.
- 1.2. This Policy is based upon the information which You gave Us in the Proposal Form which You signed.
- 1.3. The details which You have provided Us with in the Proposal Form constitute material facts which We require for the purpose of underwriting and risk assessment. Any inaccuracy and/or non-disclosure of the details requested from You in the Proposal Form, even if such detail is totally extraneous to the Claim lodged with Us by You or by any other Third Party, shall constitute the non-disclosure or misrepresentation of a material fact which renders this Policy null and void.
- 1.4. It is therefore of the utmost importance that You ensure that the details submitted in Your Proposal Form are true and accurate, especially in the event that any person other than you, including any of Our intermediaries, has filled in the Proposal Form on your behalf. You remain personally and directly responsible for all the information and details given in the Proposal Form, even if this has been filled in on your behalf by another person, whosoever this may be.
- 1.5. It is Your responsibility to inform Us immediately of any change in Your needs or circumstances, and/or of any change in the details provided by You in the Proposal Form over time, to ensure continued cover and so that the necessary amendment and/or extension may be affected. Your failure to inform Us about such changes may also constitute the non-disclosure or misrepresentation of a material fact, rendering this Policy null and void.

## 2. Definitions

### **Accessories**

A product specifically designed for attachment to Your Vehicle and which is not directly related to the function of Your Vehicle.

### **Accident**

An unexpected event which causes Damage by external and visible means.

### **Airfield**

Any area where aircraft is normally to be found landing, taking off, manoeuvring or parked.

### **Authorised Driver**

Any person/s who is/are expressly permitted to drive and/or use the Vehicle by virtue of the Policy, Schedule and/or Endorsement, provided that such person shall be deemed to be an Authorised Driver at the time of the Insured Event only if at such time, such person holds a valid driving licence applicable according to Law to Your Vehicle, and is not at the time of the Insured Event disqualified, even temporarily, from holding such driving licence. Certificate of Motor Insurance Documentary evidence of Insurance required and issued in terms of the Legislation.

### **Certificate of Motor Insurance**

Documentary evidence of Insurance required and issued in terms of the Legislation.

### **Claim/Claims**

A Claim under the Policy against You or against any person entitled to indemnity for Damages that are required to be covered by the Legislation, the Protection and Compensation Fund Regulations or such other regulations in substitution thereof (including any agreement between Insurers), or any other Law in force in Malta, notwithstanding that You or such other person have failed to give notice of such Accident to Us.

### **Damage/s**

Loss or destruction, whether partial or total.

### **Designated State**

A Member State of the European Union in terms of the European Union Act (Chapter 460 of the Laws of Malta) and a Member State of the European Economic Area which is a contracting party to the Agreement signed at Oporto on the 2<sup>nd</sup> May 1992 and the Protocol adjusting that Agreement signed in Brussels on the 17<sup>th</sup> March 1993.

### **Endorsement/s**

Clause/s which are annexed to the Insurance Policy, and which form/s an integral part thereof, intended to alter the standard Insurance cover as outlined in the Insurance Policy.

### **Excess**

The contribution You are required to pay towards the cost of each and every Claim, irrespective of the issue of blame, and which is a pre-condition for the processing of any Claim.

### **Fire**

Fire, self-ignition, lightning and explosion, but excludes fire caused, whether directly or indirectly, through a malicious act and any fire caused by You or by any person authorised by You, whether directly or indirectly.

### **Fraud / Fraudulent**

Any act by You, including although not limited to, the causing of destruction, dispersal or deterioration of Your Vehicle or any other property belonging to You or to others, or the misrepresentation of facts, with the intention to obtain for Yourself or for any other person the payment of any money or any undue benefit under any insurance policy including this Policy.

### **Geographical Area**

The Maltese Islands, all Designated States and any other country to which this Policy may be extended by Endorsement.

### **Green Card System**

The international Third Party motor insurance system based on the Uniform Agreement between Bureaux and the Multilateral Guarantee Agreement and such other agreement/s which may come into force from time to time.

**Injury**

Bodily injury or death.

**Insurance Period**

The length of time covered by this insurance, as shown in the Schedule.

**Insured Event**

Shall have the meaning defined under Section II of this Policy.

**Off-roading**

Driving a motor vehicle for recreation, off tarmacked or asphalted roads regularly used for the passage of vehicles, and/or over a rough terrain.

**Seaport**

The restricted area of any port or harbour.

**The Legislation**

The Motor Vehicle Insurance (Third-Party Risks) Ordinance (Chapter 104 of the Laws of Malta) and any regulations made thereunder, together with any amendments which may come in force from time to time.

**Third Country**

Any state which is not included in the definition of “Designated State” in terms of this Policy.

**Logbook**

The registration document of Your Vehicle.

**Malicious Damage**

Damage caused through the malicious act of another person, which act is totally out of Your control, and caused without Your contribution, knowledge or consent, or of any person authorised by You.

**Market Value**

The value of the Vehicle as established:

- a) in the guidelines issued by the Insurance Association Malta; or
- b) by a private surveyor approved by Us, as long as that value was notified to Us and duly accepted by Us at the time of inception and/or latest renewal of this Policy and provided that the condition of Your Vehicle has not changed since the issue of the survey report. An adjustment for depreciation between the time of inception and/or latest renewal of this Policy and the time of the Claim shall always be made; or
- c) if Your Vehicle is not included in the guidelines issued by the Insurance Association Malta and no private survey was submitted at the time of inception and/or latest renewal of this Policy, by a private survey carried out by Our approved surveyor to establish the current Market Value at the time a Claim is made.

**Motor Trade**

The business of selling, buying, renting, leasing and/or conceding to any third party permission to use Your Vehicle in exchange for a consideration, whether monetary or in kind.

**Optional Cover**

Is only provided if specifically indicated in the Schedule, provided that the appropriate additional premium has been duly paid.

**Road**

Any street, road, lane, square, public or communal parking area, or other place of public thoroughfare.

**Roll Cage Vehicle**

A vehicle with a system of metal bars fitted around its seating area, whether such system has been fitted by the manufacturer at the time of delivery of the vehicle to You, or whether the roll cage was fitted to Your Vehicle subsequent to the delivery by the manufacturer and duly approved by the Transport Malta or by any other authority which may from time to time be competent.

**Schedule**

Your details, Your Vehicle and the insurance protection We will provide. Provided that the Cover indicated in the Schedule shall not be applicable if any of the information provided in the Proposal Form submitted by You to Us, is incorrect or otherwise inaccurate, or in the event that You have failed to inform Us about any change in your needs and/or circumstances throughout the duration of this Policy, or in the event that You have failed to pay the premium and abide strictly by all the terms, conditions and Endorsements of this Policy.

**Theft**

Theft or attempted theft.

**Tools of Trade**

Tools, machinery and any other equipment which is intended for the exercise of a trade, even though such tools, machinery and/or equipment are in, on, near, and/or attached to the Vehicle at the time of the Insured Event.

**Total Loss**

Where the Vehicle is deemed to be beyond economical repair as indicated in Clause 13 of this Policy.

**We / Our / Us**

Argus Insurance Company (Europe) Limited.

**You / Your**

The policyholder named in the Certificate of Motor Insurance and the Schedule, and any driver authorised by You and recognised in terms of the Certificate of Motor Insurance, the Schedule and the Endorsement.

**Vehicle**

Any vehicle which is used on public roads described in the Certificate of Motor Insurance and Schedule.

## SECTION II - COVER

### 3. Types of Cover

- a) For this Policy to be valid, it is essential that You have acted with utmost good faith, provided Us at all times with accurate information requested by Us and/or material to the Cover, and adhered fully and strictly to all the terms, conditions and Endorsements of this Policy.
- b) Subject to the above, in return for payment of the premium paid by You, We will provide insurance in accordance with this Policy and the cover You have chosen.
- c) The cover You have chosen is shown in Your Schedule, and is subject to any endorsements, conditions and exceptions forming part of the Policy. Your cover is one of the following:

#### 3.1. Third Party Only

Includes only the cover indicated in Part A of Section II of this Policy. We shall only pay for Damage suffered by Third Parties in terms of The Legislation.

We shall not pay for Damage suffered by You as a result of an Accident, Fire, Theft or Malicious Damage.

#### 3.2. Third Party Fire and Theft

Includes the cover indicated in Parts A and B of Section II of this Policy.

Damage suffered by You as a result of an Accident or Malicious Damage is excluded.

#### 3.3. Comprehensive

Includes the cover indicated in Parts A, B and C of Section II of this Policy.

## 4. What You can use Your Vehicle for

- 4.1. This Policy allows You and the persons specified in the Schedule and/or by Endorsement, to use Your Vehicle for private, social, domestic and pleasure purposes.
- 4.2. This Policy shall not cover use of the Vehicle for the following purposes:
  - a) Racing, or being in any contest or speed trial, treasure hunts or off-roading, whether such activity is formally organised or not;
  - b) Hiring, whether formalised or not.

Provided that You are not prohibited from receiving money from Your passengers for mileage or for petrol consumption, if:

- i. The Vehicle is not built to carry more than seven passengers (excluding the driver) and it is, at the time of the Insured Event, being used by You strictly for private, social, domestic and pleasure purposes;
  - ii. You are not using Your Vehicle as a taxi;
  - iii. The money You receive is not more than the reasonable cost of the journey.
- c) Motor trade unless agreed by Us, including if the Vehicle is used as an impressed vehicle with any government department, corporation, company or other corporate authority;
  - d) Instructing any person who does not hold a valid driving licence;



- e) Using the Vehicle for the purpose of operation of Your trade or business;
- f) No cover shall be provided in connection with Damage caused to Your Vehicle whilst this is being held in the custody of any competent authority in the course of criminal investigations and/or proceedings.

## Part A - Third Party Only Cover

### 5. Cover Provided

- 5.1. We will insure You for such sums which You may be held liable to pay in terms of The Legislation if You have an accident with Your Vehicle and You cause:
  - a) Injury to any third party, including all passengers (other than the driver of Your vehicle) 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 Accident involving the Vehicle or the loading or unloading of the Vehicle, whatever the number of injured parties;
  - b) 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 Accident involving the Vehicle or the loading or unloading of the Vehicle, whatever the number of injured parties.
- 5.2. We shall also cover:
  - a) Damage or Injury caused in the territory of a Designated State by the Vehicle which is normally based in Malta or in that Designated State, according to the Law in force in that Designated State;
  - b) Damage or Injury caused in the territory of a Designated State by the Vehicle which is normally based in another Designated State, according to the Law in force in the Designated State where the Vehicle is normally based if that cover is higher;
  - c) Damage or Injury caused by the Vehicle to a Maltese National or a national of a Designated State during a direct journey between Malta and the territory of a Designated State or between the territories of two Designated States in the event that there is no foreign bureau responsible for the territory which is being crossed.
- 5.3. Provided that We shall not cover the following:
  - a) Damage to Third Party property which is not required to be covered according to the Legislation;
  - b) Damage to goods carried for hire or reward in or on the Vehicle or in any trailer (whether or not coupled) drawn by the Vehicle;
  - c) Damage to third party property found on or in the Vehicle or in Your possession;
  - d) Any contractual liability.
- 5.4. We may, at Our sole and absolute discretion, settle amicably, and consequently indemnify any third party in connection with any Damage or Injury covered under Section II of this Policy suffered by the third party as a result of an Insured Event, and indemnify the third party for such Damage or Injury, and this shall be applicable even in the event that You have not lodged a claim in connection with the Insured Event in terms of Clause 28 of this Policy, provided that in the event that:
  - a) You have failed to lodge a claim in connection with the Insured Event, We shall be entitled to recover from You all the amounts disbursed by Us in favour of the Third Party in the course of the settlement agreement, together with all legal and judicial expenses and interests according to Law;
  - b) You have informed us about the Insured Event but failed to pay the applicable Excess, we shall still be entitled to settle the matter amicably with the third party, but then recover from You the Excess due in connection with that claim and which You would have failed to pay;

- c) Due to the delay caused by Your failure to lodge a claim and/or to pay the relative Excess and/or to accept liability as instructed by Us, the third party filed judicial proceedings for the recovery of the damages suffered, We may still reach an amicable agreement with the third party throughout the pendency of those proceedings and then recover from You:
  - i. The full amount paid to the third party together with all legal and judicial expenses and interests according to Law in the event that the delay was caused by Your failure to lodge a claim; and
  - ii. The Excess payment due in terms of this Policy together with all legal and judicial expenses and interests according to Law in the event that the delay was caused by Your failure to pay your Excess payment and/or to accept liability as instructed by Us.

In this case We shall not be responsible for any Damage alleged to have been caused to You or to such third party in consequence of any alleged action or omission in connection with such defence settlement or proceedings.

Nor shall We be liable for any costs or expenses whatsoever incurred by You or by such third party after We shall have relinquished such defence settlement or proceedings.

5.5. Our liability under this Section shall apply to judgments or orders that are:

- a) Delivered or obtained from a competent court or tribunal within the Maltese Islands;
- b) Delivered or obtained from a competent court or tribunal within a Designated State which has been declared as enforceable in Malta in terms of the European Council Regulation on Jurisdiction and the Recognition and Enforcement of Judgments in Civil and Commercial Matters (EU Regulation 44/2001);
- c) Delivered or obtained from a competent court or tribunal of any other state which is not a Designated State and which has become enforceable in Malta in terms of the provisions of the Code of Organisation and Civil Procedure (Chapter 12 of the Laws of Malta).

## 6. Cover Provided For Other People

6.1. We will also insure the following people under this section of the Policy:

- a) Any person permitted by the Policy to drive Your Vehicle, but not people excluded by the Endorsement;
- b) Any person who causes an Accident while travelling as a passenger in, or getting into or out of Your Vehicle as a passenger as long as such person is not an unauthorised driver in terms of this Policy;
- c) If anybody covered by this Policy dies, We will deal with any Claim made against their estate, as long as the Claim is covered by this Policy.

## 7. Legal Costs and Other Expenses

- 7.1. We shall pay judicial costs and fees for representing You as defendant in any civil proceedings for any Accident that involves legal liability under this Policy. In such case We shall, at Our sole and absolute discretion, instruct Our own legal advisor to assist You in such proceedings.
- 7.2. We may also at Our sole and absolute discretion, opt to instruct at Our own expense, Our own legal advisor to assist You in the course of any magisterial inquiry in which you may be involved, or criminal proceedings instituted against You in connection with any Accident that involves legal liability under this Policy. Provided that this shall not be interpreted as an obligation for Us to provide You with legal assistance in the event of any magisterial inquiry or criminal proceedings.
- 7.3. In the case of civil and/or criminal proceedings instituted against You as aforesaid, You shall be entitled to instruct your personal and private legal advisor in addition to any legal advisor that We may appoint to assist you. However, in such event, We shall not pay for the fees of Your legal advisor, and this shall not preclude Us from instructing Our own legal advisor from co-assisting You in Your defence.

## 8. Exclusions to Part A of Section II

8.1. We will **NOT** provide cover for the following:

- a) Injury to the driver;
- b) Liability for causing Injury to any of Your employees while they are working for You, except where cover is required by the Legislation;
- c) Liability for any Injury or Damage covered by any other insurance policy, of whatever nature;
- d) Damage or Injury caused to third parties while the Vehicle is used in restricted areas of airports, airfields, seaports, or within the custody of any competent authority in the course of criminal investigations and/or proceedings;
- e) Damage to third party property found in the Vehicle or in the care of any person covered;
- f) Damage caused to a vehicle belonging to a third party, and/or any other third party property, and/or Injury caused to a third party whilst a vehicle is being towed by your Vehicle, unless You are allowed to tow vehicles in terms of this Policy, Your Schedule and Endorsements;
- g) Damage or Injury of whatever nature caused to third parties when there are more passengers in Your Vehicle than the number allowed by Law;
- h) Damage or Injury of whatever nature caused to third parties whilst the Vehicle is being used for the purpose of Motor Trade;
- i) Damage or Injury of whatever nature caused to third parties by any Motor Tool;
- j) Damage or Injury of whatever nature caused to third parties by any Roll Cage Vehicle.

## Part B - Third Party, Fire and Theft Cover

### 9. Cover Provided

9.1. In addition to the cover provided under Part A of Section II of this Policy, We will Insure You against any Damage to Your Vehicle within the Geographical Area caused by Fire and/or Theft:

- a) Provided that, in the case of Theft, if the Vehicle is not recovered, no payment will be made for a period of at least sixty days from the date of the Theft, or until the presentation of any inquest or magisterial inquiry, whichever is the later date.
- b) Provided further that there will be no cover in the case of Theft if You fail to provide Us with the ignition or immobiliser keys, door keys, spare keys, all security equipment and the Logbook of the Vehicle.
- c) You are obliged to inform Us immediately in the event that You lose the ignition keys, door keys, spare keys or any security equipment of Your Vehicle. We will not cover You in the case of Theft in the event that it transpires that you had lost the ignition or immobiliser keys, door keys, spare keys or any security equipment of Your Vehicle and failed to inform Us about such Loss.

9.2. We will, at Our sole and absolute discretion, also pay up to a maximum of €1,200 of the judicial and legal expenses, costs and fees (including VAT or any other tax levied according to Law) as incurred by You as Plaintiff or Claimant in any civil proceedings for the recovery of loss or Damage relating to policy excess, loss of earnings, loss of use, loss of personal effects, compensation for death or personal injury, or property damage, which loss, Damage or injury is sustained as a result of a motor accident involving Your Vehicle, provided that:

- a) The dispute does not involve another vehicle or person insured with Us, and does not in any way effect Our interests as a counter-party;

- b) We are satisfied that there is a reasonable prospect of recovery, and that the third party or any other person or entity liable according to law to satisfy the judgment, award or decree on his behalf, has the means to effect any payment which the third party may be ordered to pay in terms of the eventual judgment, award or decree;
- c) The motor accident occurred in Malta, and the jurisdiction to hear the proceedings is vested exclusively in the Maltese Courts and Tribunals;
- d) We shall reserve the right to instruct, at Our sole and absolute discretion, Our own legal advisor to assist You in such proceedings;
- e) We shall not be liable to pay any amount of judicial and legal expenses, costs and fees (including VAT or any other tax levied according to Law) beyond the limit specified in this Clause, and if the proceedings are decided in Your favour, You shall be liable to reimburse us all amounts which We would have disbursed on Your behalf in terms of this Clause immediately upon recovery, even if partial, from the third party or any other person or entity liable according to law to satisfy the judgment, award or decree on his behalf.

**Note: The above (9.2) solely applies to Private Motor Vehicles whereby such cover was taken up at time of inception or renewal.**

## Part C - Comprehensive Cover

### 10. Cover Provided

10.1. In addition to the cover provided under Parts A and B of Section II of this Policy, We will insure You against:

- a) Any Damage to Your Vehicle within the Geographical Area caused by Accident, Fire, Theft and/or Malicious Damage;
- b) Up to €115 for any medical treatment if You suffer Injury because of an Accident involving Your Vehicle even if you are the Driver;
- c) Up to €700 for the cost of replacing the keys and/or lock transmitter and/or the locks and/or reprogramming of the lock transmitter for Your Vehicle in the event that the keys or lock transmitter of Your Vehicle are lost and not recovered. A Claim made solely in connection with lost keys or lock transmitter will not affect your No-Claim Discount but You will be required to pay the Excess in accordance with your Schedule and/or Endorsement. If You lodge a Claim under this section on more than one occasion, even if in the course of different periods of insurance, this will affect your No-Claim Discount in terms of this Policy;
- d) Up to €125 to cover the reasonable cost of protection and removal of Your Vehicle to the nearest suitable repairer and the reasonable cost of delivery to Your address as shown on the Schedule in the event that Your Vehicle is disabled through loss or damage which is covered under this Policy;
- e) Claims in connection with broken windscreens or windows of Your Vehicle. Provided that this benefit does not apply to roof panels made of glass or plastic, Damage suffered whilst the Vehicle is undergoing servicing or repairs, or to Damage arising due to wear and tear. A Claim made solely in connection with broken windscreens or windows will not affect your No-Claim Discount but You will be required to pay the Excess in accordance with your Schedule and/or Endorsement;
- f) The expense for the hire of a Vehicle for the days authorised by Our surveyor whilst Your Vehicle is being repaired after being disabled through an Insured Event, provided that:
  - i. We will pay expenses at a maximum daily rate We stipulate, and in any case, the total expense paid by Us shall not exceed the amount of €235;
  - ii. We shall not pay for the hire of a Vehicle throughout the period when You are waiting for the repairs to start due to unavailability of spare parts, or due to the fact that Your panel beater or other tradesman fails to commence or delays repairs;
  - iii. This entitlement is not applicable in the event of Claims in terms of Clause 10.1.e. of this Policy relating to broken windscreens or windows in Your Vehicle.

**Note: The above (10.1.f) does not apply to Motor Cycle and Commercial Policies.**

- g) Damage caused to Your Vehicle whilst Your Vehicle is being driven by a mechanic or similar tradesman for the purpose of the service or repair of your Vehicle, or when Your Vehicle is being parked by an employee of a hotel or of a restaurant providing vehicle-parking service. In such instance We shall accept Your Claim even though the driver of Your Vehicle at the time of the Accident is not expressly mentioned as an Authorised Driver in Your Policy, Schedule or Endorsement;
- h) Damage to audio equipment permanently fitted to Your Vehicle. We will provide Cover subject to the following conditions:
  - i. The maximum We will pay shall be up to the Market Value of the equipment at the time of the Damage, which value is to be established by Our surveyor, but subject to a maximum of €350 in total (including electrical fittings) or 10 percent (10%) of the Market Value of the Vehicle, whichever is less;
  - ii. No payment will be made under this heading if Your Vehicle is deemed to be a Total Loss as defined in this Policy;
  - iii. We will not cover Damage to cassettes, compact discs, mobile or cellular phones, TV sets or similar equipment;

iv. If Your fitted audio equipment has not been supplied by the vehicle manufacturer as an accessory at the time of delivery, We shall provide Cover only if You supply Us with the relative purchase receipt contextually with the lodging of Your Claim;

v. If You make a Claim under this Section, it will not affect Your No-Claims Discount but You will be required to pay the Excess in accordance with your Schedule and/or Endorsement.

10.2. In the event of an Accident or breakdown, the Vehicle shall not be left unattended without proper precautions being taken to prevent further loss or damage, and if the Vehicle is driven before the necessary repairs are effected, any further Damage to the Vehicle shall be excluded from the scope of the indemnity granted by this Policy, unless accepted by Us.

## Part D - Conditions applicable to Parts B and C of Section II

### 11. Indemnity

- 11.1. We will, at Our sole and absolute discretion, repair, reinstate or replace Your Vehicle or any part thereof, or pay You the amount of the Damage as determined by our Surveyor.
- 11.2. The most We will pay will be the Market Value of Your Vehicle immediately prior to the Insured Event (including its spare parts and accessories fitted by the manufacturer) or Your estimate as stated in the Schedule, whichever is the lesser amount.
- 11.3. It is important for You to note that the Market Value indicated in Your Schedule at the time of inception of this Policy or at the latest renewal is only indicative, and this may change at the time of the Insured Event due to devaluation and/or change in circumstances and condition of Your vehicle, throughout the duration of the Insurance Period.
- 11.4. In the event of Damage to the Vehicle or its accessories or spare parts necessitating the supply of a part not obtainable from stocks held in the Designated State in which Your Vehicle is held for repair, or in the event that We exercise the option to pay You the amount of the Damage under Section Our liability shall be limited to the price quoted in the latest catalogue issued by the supplier of the parts, and this subject to the indication given as follows:
- 11.5. When the Damage necessitates the replacement of parts of the Vehicle, We will pay for original parts supplied by the manufacturer of the Vehicle, only if Your Vehicle is less than five years old and well-maintained.
- 11.6. If Your Vehicle is more than five years old or original parts are not obtainable, We will only pay for imitation parts, nonoriginal parts, or recycled second-hand parts.

### 12. New Vehicle

- 12.1. If the vehicle has been purchased by You as new from the manufacturer or his agent, and, within a maximum of twelve months from such purchase, You suffer Damage, the repair of which exceeds 60 percent (60%) of:
- a) The price of the Vehicle, as quoted in the latest catalogue or price list issued by the manufacturer or his agent for the Designated State in which the Vehicle is held for repair; or
  - b) If no such catalogue or price list exists, the price last quoted by the manufacturer together with the reasonable cost of transport otherwise than by air, to the Designated State in which the Vehicle is held for repair and the amount of relative import duty, it shall be within our sole and absolute discretion to decide whether to:
    - i. Replace Your Vehicle with a new Vehicle of the same make and model; or
    - ii. Pay You an amount equal to the cost of a new Vehicle of the same make and model or Your estimate of the value as stated in the Schedule, whichever is the lesser amount.
- 12.2. In either of the cases detailed in Clause 12.1, it shall be at our sole discretion to decide whether to purchase the wreck of Your vehicle. If We opt not to purchase the wreck of Your Vehicle, an amount equivalent to the value of the wreck of Your Vehicle as established by our Surveyor shall be deducted from the total amount to be paid to You by Us or from the contribution which We shall make in connection with the purchase of the new vehicle.

### 13. Getting Your Vehicle Repaired

- 13.1. We will pay for repairs in Your Vehicle according to the Survey Report issued by Our surveyor.
- 13.2. Provided that in the event that Our surveyor concludes that the value of the repairs of the Damage sustained in Your Vehicle exceeds the Market Value immediately prior to the Insured Event, Your Vehicle shall be deemed to have sustained Damage beyond economical repair (Total Loss) and We will pay You up to:
- a) The Market Value of Your Vehicle at the time of the Insured Event; or
  - b) Your estimate of the value as stated in the Schedule less the value of the wreck of Your Vehicle if We choose not to buy the

Wreck in terms of Clause 13.3, whichever is the lesser amount. Such payment will be affected in full and final settlement of all Your claims against Us in terms of this Policy.

- 13.3. In the event of Total Loss, it shall also be at Our sole and absolute discretion to decide whether to purchase the wreck of Your Vehicle.
- 13.4. If We decide to purchase the wreck of Your Vehicle in the case of Total Loss, We will move the wreck to a place of our choice, and You must remove all personal belongings from Your Vehicle immediately. We shall in no case be held liable for any loss You may suffer if You fail to remove Your personal belongings as aforesaid.

## 14. What We request from You in cases of Total Loss, Fire and/or Theft

14.1. Before We pay You, You must:

- a) Return Your Certificate of Motor Insurance and Schedule;
- b) Supply the Logbook of Your Vehicle;
- c) Provide the driving licence of the person in charge of the Vehicle at the time of the Insured Event;
- d) Provide the ignition or immobiliser keys, door keys, spare keys and all security equipment should the Vehicle be stolen and not recovered, or if We decide to take possession of the Vehicle;
- e) Produce a copy of the contract of purchase of Your Vehicle.

## 15. Hire-Purchase or Leasing Agreements

- 15.1. You must inform Us at the inception of this Policy and confirm at the latest renewal, if You are still paying for Your Vehicle under a hire-purchase or leasing agreement. In this case, We will first pay any Claims under this Section to the creditor company concerned.
- 15.2. Without prejudice to the generality of the Clauses 1.3 to 1.5 of this Policy, failure to inform Us of any hire-purchase or leasing agreement will render this Policy null and void.

## 16. Accessories

- 16.1. We will insure accessories permanently attached to Your Vehicle and duly indicated in the Schedule, maker's tool kit and safety equipment You use for Your Vehicle, against Damage. This does not include Global Positioning Systems, Electronic Monitoring Systems or Traffic Master Systems.
- 16.2. You are not covered for any improvements to Your Vehicle including (but not limited to) hubcaps, alloy wheels and spoilers unless such improvements are supplied by the vehicle manufacturer at the time of delivery or unless You specifically inform Us of such improvements at the inception or latest renewal of this Policy and contextually supply Us with copies of relevant receipts, and this subject to an additional premium.

## 17. Legal and Judicial Proceedings

- 17.1. Once We have effected payment of any Claim for Damage suffered by You, We will be automatically and immediately subrogated in Your rights for recovery according to Law, and We will take over and carry out any legal or judicial proceedings to recover payments made under this Policy.



## Part E - Exclusions to Parts B & C of Section II

### 18. What We Will Not Pay For

18.1. All the Exclusions listed in Clause 8.1 of this Policy shall also be applicable to Parts B and C of Section II. Moreover, We will not pay for the following:

- a) If Your Vehicle loses value, no compensation for depreciation may be claimed, under any circumstance, under this Policy;
- b) Any Damage which is not caused by an Insured Event, including Damage which was already existent before the inception of this Policy and/or before the occurrence of an Insured Event;
- c) Damage to tyres caused by braking, punctures, cuts or bursts, unless the Damage is caused by an Insured Event to Your Vehicle;
- d) Any Damage or loss of value caused by the repairs to Your Vehicle, or which may result from an act of bad workmanship or low professional standard of service rendered to You by Your repairer;
- e) Damage resulting from manufacturer's defects;
- f) Improvements to the Vehicle when it is repaired after an Insured Event;
- g) Theft or Damage arising from Theft if the ignition or immobiliser keys of Your Vehicle have been left, even momentarily, in, on or near the Vehicle, or if the Vehicle is left, even momentarily, opened or unlocked. This applies even in the event that Your Vehicle was being kept in locked premises at the time of the Theft;
- h) Theft or Damage arising from Theft in the event that You fail to provide Us with Your Certificate of Motor Insurance and Schedule, the Logbook of Your Vehicle, the driving licence of the person in charge of the Vehicle at the time of the Insured Event, all ignition or immobiliser keys, door keys, spare keys and all security equipment and a copy of the contract of purchase of Your Vehicle;
- i) Theft or Damage caused by anybody getting hold of Your Vehicle by deception, including when a person who is not authorised to drive Your Vehicle in terms of this Policy, takes hold of the ignition or immobiliser keys, door keys, spare keys and all security equipment from Your property. It is Your responsibility to ensure that the ignition or immobiliser keys, door keys, spare keys and all security equipment of Your Vehicle are kept in a secure place which is not accessible to persons who are not authorised to drive Your vehicle in terms of this Policy;
- j) Any amount over the last known list price of any part or accessory which We cannot get hold of;
- k) Wear and tear, mechanical, electrical, computer failures or breakdowns or breakages;
- l) Replacement of any accessory part or accessory of the Vehicle which has not been damaged even if this forms part of a set of accessory parts or accessories, one or more of which have been damaged;
- m) Damage caused by overloading or strain;
- n) Damage to any kind of advertising or marketing material in or on Your Vehicle (such as, but not limited to, sign-writing, graphic designs, vehicle-wrapping and company logos), unless such cover is included through an EndorsementS;
- o) Liability arising through Damage by vibration or by the weight of Your Vehicle to any bridge, viaduct, road or anything beneath;
- p) Damage to a Vehicle or other property owned by or in the care of any person covered by the Policy unless such cover is required by the Legislation;
- q) Damage caused whilst the Vehicle is being driven by any person (including You) who is at the time of the Insured Event acting in breach of any Law or regulation whatsoever;

- r) Damage caused by Your Vehicle, if at the time of the accident, Your Vehicle has in any way whatsoever been modified, altered or converted, and such modification, alteration or conversion is not specifically approved in writing by Transport Malta or any other authority which is competent from time to time, according to Law. You must also immediately upon receipt of same, provide Us with a copy of the documentation proving such authorisation issued by the competent authority;
- s) Damage or Injury of whatever nature caused by any Roll Cage Vehicle.

## SECTION III - EXCESS

### 19. Applicable Excess

19.1. You will be required to pay the amount shown hereunder for each and every Claim, and this Excess will be in addition to any other Excesses which may be indicated in Your Schedule:

- a) Claims made under a Third Party Only Policy - €100;
- b) Claims made under a Third Party Fire and Theft Policy in connection with Claims relating to damages suffered by third parties - €100;
- c) Claims made under a Third Party Fire and Theft Policy in connection with Claims relating to Fire and/or Theft of Your Vehicle - €235;
- d) Claims made under a Comprehensive Policy, including Claims made solely in connection with the replacement of keys, lock transmitters, locks and the reprogramming of lock transmitters of Your Vehicle, broken windscreens and/or windows, and damage to fitted audio equipment (Clauses 10.1.c., 10.1.e. and 10.1.h. of this Policy) - €100;.

19.2. If Your Vehicle is stolen or suffers or causes Damage whilst being driven by, or whilst it is in the custody of a person (including You) who is under the age of 25 or has held a driving licence for less than one year prior to the Insured Event, the applicable Excess which You have to pay shall be as follows:

| Age of Driver                                                    | Additional Excess |
|------------------------------------------------------------------|-------------------|
| Under 21                                                         | €350              |
| 21 to under 25                                                   | €175              |
| 25 or over but has held a driving licence for less than one year | €175              |

**Note: The Excesses mentioned above may be superseded by means of an Endorsement**

## SECTION IV - OPTIONAL COVER

We will also provide the following cover, only if it is expressly chosen by You and duly indicated by the Endorsements.

### 20. Towing

20.1. We will insure You while Your Vehicle is towing a boat, caravan or trailer. We will not be liable:

- a) If You are being paid to tow boats, caravans or trailers;
- b) If You are towing more than one boat, caravan or trailer at the same time;
- c) If the boat, caravan or trailer is not properly attached to Your Vehicle by equipment specifically and professionally made for the purpose;
- d) For Damage to boat, caravans or trailers or anything carried in or on them;
- e) If the boat, caravan or trailer is not properly marked as required by the Legislation or any other applicable law;
- f) If You are towing any moveable other than a boat, caravan or trailer, including if You are towing a motor vehicle.

### 21. Personal Belongings

21.1. We will pay up to €250 for Damage to personal belongings in Your Vehicle caused by an Insured Event.

21.2. We will NOT pay for the following:

- a) Trade goods or samples or any equipment connected with Your work;
- b) Any audio equipment, cassettes, compact discs or records;
- c) Phones, TV sets, Laptops, iPads, electronic tablets or similar equipment;
- d) Money, stamps, credit cards or documents;
- e) Property insured under any other insurance contract;
- f) Property You have not reasonably protected;
- g) Theft of any items carried in an open or convertible vehicle or from a Motor Cycle;
- h) Damage to third party property found in Your Vehicle.

### 22. Personal Injury Benefit

22.1. We will pay the maximum amount of €7,000 if, as the sole and direct result of an Accident in Your Vehicle, You or Your spouse, suffer, within a maximum period of three months from the date of the Accident, any of the following:

- a) Death;
- b) Total or permanent loss of sight in one or both eyes;
- c) Loss of one or more limbs amputated either at, or above, the wrist or ankle.

22.2. This benefit will NOT apply:

- a) If You or Your spouse have any other insurance with Us covering the same benefit. In this case, We will only pay under one Policy;

- b) To any person under 21 or over 70 years of age;
- c) If the Policy is issued for the benefit of a company or firm;
- d) If We have to pay You or Your Spouse under Part A of Section II of this Policy;
- e) If You or Your spouse is found to be suffering from any severe medical condition which was not disclosed in the Proposal Form submitted by You.

22.3. Cover under this Section applies only as long as You and/or Your spouse (as the case may be) adhere strictly to the medical requirements and any other direction given to You by Your medical practitioner.

## **23. Foreign Use**

23.1. We will insure You against any liability arising under Section II of this Policy where this accident occurs in:

- a) Any Designated State;
- b) Any third country during a direct journey between Malta and the territory of a Designated State or between the territories of two Designated States in the event that there is no foreign bureau responsible for the territory which is being crossed, in respect of any Damage or Injury caused by the Vehicle to a Maltese National or a national of a Designated State.

23.2. Cover in terms of Part A of Section II of this Policy shall be granted subject to the following conditions:

- a) We will cover Your Vehicle while it is in transit by a recognised sea or rail route or in between the States indicated Clause 23.1.b. above, provided such transit lasts less than 24 hours under normal conditions;
- b) If You are travelling to any other country that is not a Designated State, You will need to contact our offices in order for Us to issue a Green Card, at an additional cost. You must also give Us details of Your visit abroad and inform Us of drivers who are specifically to be insured under this Section;
- c) If You are involved in an accident outside the Maltese Islands and a claim is lodged, a compulsory Excess of €350 applies or as per the Endorsement Provided;
- d) For Us to provide Cover in terms of Parts B and C of Section II of this Policy You must, prior to Your travel, obtain an Endorsement providing such Cover at an additional cost.

## SECTION V - GENERAL EXCLUSIONS

### 24. Exceptions Applicable to all Sections of this Policy

24.1. The following cases shall give rise to an automatic invalidation of this policy, and in the event that the Law obliges Us to pay the third party in connection with any Damage or Injury, We shall proceed against You for the recovery of all the amounts disbursed by Us, together with legal and judicial costs and interests:

Any Injury, Damage or legal liability if Your Vehicle is:

- a) Being used for a purpose not shown in the Policy and its Schedule or expressly prohibited by the same;
- b) Being driven by You or by any other person (whether with or without Your permission, knowledge or express or presumed consent) unless You or the effective driver (as the case may be) have a valid driving licence to drive the Vehicle, or if You or the effective driver have been disqualified from holding or getting such a licence;
- c) Being driven by any person (whether with or without Your permission, knowledge or express or presumed consent) who is expressly excluded in the Policy, its Schedule and/or any of its Endorsements or formal notifications;
- d) Being driven by any person (whether with or without Your permission, knowledge or express or presumed consent) who is not considered as an Authorised Driver in terms of in the Policy, its Schedule and/or any of its Endorsements or formal notifications;
- e) Being driven by, or is in the charge of any person who has been convicted in connection with a criminal offence, or against whom there are pending criminal proceedings, unless We have been informed about such circumstances and accepted to issue cover or continue to provide cover in terms of the conditions stipulated in Your Policy, Schedule and/or Endorsements;
- f) Being driven by, or is in the charge of, any person who is under the influence of alcoholic drink or drugs, or who is affected in any way by anything taken or inhaled, or by disease, physical or mental infirmity, defect, or any other matter which may impair driving ability;
- g) Being driven by, or is in the charge of, any person who refuses to give a breath, blood or urine sample when so requested by the relative civil or medical authorities;
- h) Being used whilst You are trying to evade the Police or whilst Your Vehicle is being held by the Police or any other competent authority in connection with criminal investigation and/or proceedings, unless the Vehicle is so held due to any reason which is totally extraneous to You, Your spouse or Your dependents;
- i) Being driven by or in the charge of any person committing or attempting to commit suicide or inflict self-injury;
- j) Being driven by, or is in the charge of, any person suffering from a medical condition, including (but not limited to) Diabetes or Epilepsy, unless such condition has been duly disclosed to and accepted by Us, and the insured strictly adheres to any instructions or directions provided by their medical practitioner in relation to such condition;
- k) In a State outside the Geographical Area apart from any State temporarily covered in terms of the additional cover described under the heading of "Foreign Use" (Clause 23 of this Policy);
- l) Being used for any purpose other than that described under the section "Limitation as to use" of Your Certificate of Motor Insurance and/or Schedule and/or Endorsements;
- m) Being used in the course of participation in a car cade, whether this is formally organised or not.

24.2. Any Damage caused by war, invasion, act of enemy hostilities, whether war be declared or not, civil war, rebellion, revolution or military force or coup, other than as required by the Legislation. Notwithstanding any provision to the contrary within this insurance or any Endorsements thereto, it is agreed that this insurance excludes any 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 Damage.

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 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 to put the public or any section of the public in fear.

The Policy also excludes any loss, Damage, cost or expense of whatsoever nature, whether 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 any loss, Damage, cost or expense is not covered by this Policy by reason of this exclusion, the burden of proving the contrary shall be upon You.

24.3. Any liability You have under an agreement or contract, which You would not have if the agreement or contract did not exist.

24.4. Injury, Damage, or legal liability which happens as a result of the following:

- a) Pollution or contamination however caused other than as required by the Legislation;
- b) Ionising, radiation or contamination by radioactivity from any irradiated fuel or from any nuclear waste from the combustion of nuclear fuel, or any consequential loss therefrom;
- c) Combustible items or equipment;
- d) Riot, strike and civil commotion;
- e) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly, or any consequential loss therefrom;
- f) Pressure waves caused by aircraft and other flying objects;
- g) Your Vehicle being in an unsafe, un-roadworthy, or illegal condition;
- h) Your Vehicle being used or driven or taken away by any member of Your family, or family of the authorised driver of Your Vehicle, without Your permission, knowledge or express consent;
- i) Your Vehicle being used with the intent, even if formed instantaneously, of causing loss, damage or injury to any third party or third party property;

24.5. Consequential loss arising directly from Damage or Injury, unless this is required to be covered by the Legislation;

24.6. If any claim under this Policy shall be in any respect fraudulent, or if You or anyone acting on Your behalf use any fraudulent means or devices, including (but not limited to) inflating or exaggerating the cost of the Claim or submitting forged or falsified documents, to obtain any benefit under this Policy, all benefit under this Policy shall be forfeited;

24.7. We shall not be liable in respect of any Damage caused, sustained or incurred in connection with the Vehicle in the event that You transfer the Vehicle to others without informing Us, irrespective of whether such transfer is validly made according to Law or not.

24.8. **Cyber**

- a) This policy excludes all loss, damage, liability, claim cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
  - i. any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System.

- ii. any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data.
- b) Any other Cyber Loss regardless of any other cause or event contributing concurrently shall not be recoverable and nor shall any amount pertaining to the value of such Data, be recoverable or be considered as physical loss or damage for the purposes of this exclusion.

## Definitions

**Cyber Loss** means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

**Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

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

- 24.9. We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, or any of its states.



## SECTION VI - GENERAL CONDITIONS

### 25. Conditions for Cover

- 25.1. Failure to adhere fully and strictly to all the terms, conditions and Endorsements of this Policy and to cooperate with Us, including but not limited to, by supplying Us with all the documents and information We request from You and by abiding strictly to Our instructions, will render this Policy null and void.
- 25.2. Should You fail in any way to fully and strictly abide by all the terms, conditions and Endorsement of this Policy and We are compelled or forced to pay in terms of the Legislation, We shall sue You and/or Your driver for all the expenses incurred by Us, including any amounts paid to any third party, all interests incurred, and any legal and judicial fees or expenses, together with interests on all sums We shall have disbursed, at the highest rate allowed by Law.
- 25.3. If You have any insurance covering the same legal liability, Injury or Damage covered by this Policy, We will pay only Our share of the Claim. This condition does not apply to Clause 10.1.b. of this Policy.
- 25.4. You and any person making a claim under this Policy must take all reasonable steps to safeguard Your Vehicle from Damage or Theft and to maintain the Vehicle in roadworthy and efficient condition, and We shall have at all times, free and full access to examine Your Vehicle and any part thereof.
- 25.5. In the event of Total Loss and/or in the event that Your Vehicle is not recovered after Theft, the insurance cover will terminate, and We shall, at Our sole and absolute discretion be free to decide whether to insure Your replacement Vehicle or not.
- 25.6. Without prejudice to the generality of the foregoing, You are bound to inform Us immediately if You become aware of any changes to Your circumstances which may affect this Policy and any other material facts, including (but not limited to):
- a) any change to any person insured;
  - b) motoring convictions of any of the persons insured;
  - c) criminal investigations involving, or criminal proceedings instituted against, any of the persons insured;
  - d) a change in the medical condition of any of the persons insured;
  - e) loss of any ignition or immobiliser key, door key, spare key and all security equipment relating to the Vehicle;
  - f) a change or modification to the body or engine of vehicle or a change of use of the Vehicle.

### 26. Notification to be Given to Us by You

- 26.1. In the event of any occurrence which may give rise to a Claim, You must, within not more than three days from the date of such occurrence, complete a Claim Form and/or any such other documentation as may be required from You, produce the driving licence and identity card of the person in charge of the Vehicle at the time of the Insured Event, and pay all applicable Excesses.
- 26.2. The fact that You submit a Claim Form with Us does not mean that You are accepting liability, and therefore You are required to submit Your Claim Form, even if You feel that You are not liable for the accident involving Your Vehicle.
- 26.3. This Policy will apply only if:
- a) All its terms, conditions and Endorsements are fully and strictly adhered to;
  - b) At all times from the submission of Your Proposal Form and throughout the Period of Insurance, the information You have given Us is correct, current, accurate and complete;

- c) You co-operate fully with Us in the processing of any Claim in a timely fashion and without any undue delay;
- d) Whenever so required, You immediately provide Us with Your written consent for the disclosure of any material, data or information which may be covered by professional secret or by the Data Protection Act.

26.4. When Injury, Damage or legal liability is incurred, You, or in the case of Your physical impossibility to do so, Your representative must:

- a) Within a maximum of forty-eight (48) hours, deliver to Us by hand or by recorded delivery, every letter or other document You receive about a Claim, whether such document or letter relates to civil or criminal investigations and/or proceedings;
- b) Deliver to Us by hand or by recorded delivery, any sworn application, application or writ of summons within a maximum of forty-eight (48) hours, or by not later than midday on the eve of the date of first hearing indicated in the sworn application, application or writ of summons, whichever is the earlier;
- c) Formally inform Us of any developments in investigations, or of any criminal proceedings brought against You in connection with a Claim;
- d) Strictly abide by Our instructions and directions as to the manner in which to deal with any communication relating to the Claim;
- e) Not, without Our advance written permission, admit responsibility or offer to settle a Claim or to submit to voluntary arbitration proceedings, or to the jurisdiction of any foreign court of tribunal;
- f) Provide Us with all the information, cooperation and assistance that We may require for the processing of the Claim.

26.5. We shall have the right to manage any Claim according to Our judgment and in Our sole and absolute discretion, and You are obliged to strictly abide by the instructions given to You by Us in this connection.

26.6. We may, at Our sole and absolute discretion:

- a) Instruct Our Own legal advisor to assist You or any person insured under this Policy, in the defence of any civil and/or criminal proceedings and any refusal to accept such legal assistance or to cooperate with the same, shall automatically invalidate this Policy;
- b) Finalise out-of-court settlement agreements in connection with any Claim;
- c) File proceedings for the recovery of payments We have made under this Policy.

## 27. Settlement of Third Party Claims

27.1. If You fail to lodge a Claim or to pay the relative Excess, and duly served in writing with a notice of Our intention to settle the third party Claim, You fail to formally register Your opposition to such settlement, We shall be entitled to settle the third party Claim, and then proceed for the recovery from You of all the amounts disbursed by Us, including legal and judicial costs and interests at the highest rate allowed by Law.

27.2. Provided that should You register an opposition to Our effecting payment to the third party as detailed in the last preceding paragraph, You shall remain solely liable for all expenses, inclusive of interests and judicial and legal fees and expenses, which may be incurred by Us as a result of Your opposition, and this without prejudice to any more extensive right of recovery by Us should You fail to adhere fully and strictly to all the terms, conditions and Endorsements of the Policy.

## 28. Cancellation of Claim

If You cancel Your Claim and We are compelled by the Legislation to pay any amount for third party Damages, then We shall be fully entitled to recover from You all the amounts disbursed by Us, including legal and judicial costs and interests at the highest rate allowed by Law.

## **29. Cancellation of this Policy**

- 29.1. We may cancel this policy, whether entirely or in part, by giving You seven (7) day notice in advance, by means of a letter sent by registered mail to Your last known address. We may, in this case, refund Your premium pro rata. In this case, You must return the Certificate of Motor Insurance and the Schedule to Us immediately.
- 29.2. You may cancel this Policy only in the event that Your Vehicle is sold, garaged, scrapped, or if You choose to insure Your Vehicle with another insurer. You will be able to request the cancellation by writing to Us and returning Your current Certificate of Motor Insurance and the Schedule, together with any other relevant documentation which We may request, depending on the case, including (but not limited to) a copy of the logbook of Your Vehicle indicating the transfer of the Vehicle in favour of a third party, or that Your Vehicle has been garaged, a copy of a declaration issued by Transport Malta or any other competent authority confirming that Your Vehicle has been scrapped, or the certificate of insurance confirming that a fresh insurance policy has been issued for Your Vehicle by another insurer.
- 29.3. As long as You have not made a claim in the current Insurance Period, We will refund Your premium pro rata, after We deduct all applicable duties and fees, including an administrative cancellation fee which shall be retained by Us. A change in the cover offered by the policy which is made at Your request shall not be deemed to be a cancellation for the purpose of this Clause.

## **30. Jurisdiction and Choice of Law**

Unless otherwise agreed between Us, this Policy shall be governed by Maltese Law and, unless otherwise provided by the Law, any disputes shall be adjudicated by the Maltese Courts.

## **31. Severability**

In the event that any part of this Policy is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## PROTECTION AND COMPENSATION FUND

Under the Protection and Compensation Fund Regulations 2003, a compensation scheme is available should Argus Insurance (Europe) Ltd be insolvent and unable to meet all of its obligations under the contract subject to any conditions and limitations as may be prescribed. Full details are available on the Malta Financial Services Authority website [www.mfsa.mt](http://www.mfsa.mt).

## DATA PROTECTION AND HOW WE PROCESS DATA

Processing of personal data is regulated by the Data Protection Act (Chapter 586 of the Laws of Malta) and the EU General Data Protection Regulation (Regulation (EU) 2016/679). In this clause, We refer to these laws as “Data Protection Law”.

During the course of Our engagement with You it will be necessary for You to disclose certain personal data to Us in order that We provide Our services to You and to enable Us to discharge the services agreed, to comply with related legal and regulatory obligations for other related purposes including updating and enhancing clients records and analysis for management purposes. This will require Us to obtain, use, disclose and otherwise process personal data about You and, if applicable, Your organisation, its shareholders members and/or officers and employees.

For clarity, Data Protection Law contemplates various grounds which may render processing of personal data lawful, including where it is necessary for a contract, mandate by law, it is in Your legitimate interest (and does not override Your policy, and/or if You give Us Your consent. Our Privacy Notice (which can also be accessed at [www.argus.mt](http://www.argus.mt)) or provide to You in hard copy upon request, explains how We process personal data. In providing Our services We act as an independent data controller and are, therefore responsible for complying with Data Protection Law in respect of any personal data We process. You are responsible for complying with Data Protection Law in respect of the personal data You process and, accordingly, where You disclose personal data to Us You confirm and warrant that such disclosure is fair and lawful, that where applicable and necessary You have obtained lawful consent from others for You to pass on their personal data to Us, to the Argus Group and third-parties to whom We disclose personal data (and for the Argus Group and said third-parties to share the personal data with Us), and otherwise it does not contravene Data Protection Law. Nothing within this document relieves You of Your own direct responsibilities and liabilities under Data Protection.

In terms of the Data Protection Law We may obtain personal data relating to You from Our tied insurance intermediaries, other insurance companies, representatives or any other entities. If required, personal data may also be obtained from members of the medical profession, hospitals, clinics, laboratories or similar institutions, banks, insurance associations or any other organisations or persons.

Law terms used in this clause bear the same meanings as are described to them in Data Protection Law. This clause does not apply to the extent that We act as a data processor for You in which case specific data protection instructions are to be signed between Us.

We remind you of your right to request access to, correction and/or erase of the personal data that we process about you. Any such requests must be sent to Us in writing and signed by yourself as the data subject. You are kindly requested to inform us immediately of any alterations relating to the data which we are processing so as to make the necessary amendments. We undertake to implement appropriate measures and safeguards for the purpose of protecting the confidentiality, integrity and availability of all data processed.

You are reminded that you have a right at all times to request information on the personal data we process on you, and to be granted a copy of that data free of charge within one month from the date of your request. Repetitive or unreasonable requests, or requests not made in good faith may however be subjected to an administrative charge from our end. All requests or queries concerning your personal data are to be submitted to us in writing at the registered address mentioned in this document, or by email on [complaints@argus.mt](mailto:complaints@argus.mt). You will be asked to provide proof of identity (such as an ID card) before we can process any request for data access.

Your unequivocal and irrevocable consent is automatically given to Us when you sign the Proposal Form.

## BASIS DATA PROTECTION INFORMATION

- Controller:** Argus Insurance Company (Europe) Limited, Malta Branch
- Purpose:** Management of Insurance Agreement, creation of profiles for suitable enforcement of the insurance agreement, integral and centralised management of the relation with Argus Group and delivery of information and advertising on Argus Group, and delivery of information and advertising on Argus Group products and services.
- Recipients:** Data may be communicated to third parties and/or data transfers may be made to third party countries in the terms stipulated in the Additional Information.
- Rights:** You can exercise Your rights of access, rectification, removal, limitations, objection and transferability, specified in the Additional Data Protection Information.

## COMPLAINTS PROCEDURE

### Our Commitment to Customer Service

Our aim is at all times to provide a first class standard of service. However, there may be occasions when You feel that this objective has not been achieved. Should You have any query or complaint regarding this insurance please write to the:

Complaints Officer  
Argus Insurance Company (Europe) Limited, Malta Branch  
Trident Park, 8B Level 5  
Notabile Gardens  
Mdina Road  
Central Business District Zone 2  
Birkirkara CBD 2010  
Malta

Email on: [complaints@argus.mt](mailto:complaints@argus.mt)  
Telephone: (+356) 23422000

1. The Complaints Officer will:
  - a) acknowledge receipt of Your complaint upon receipt;
  - b) provide a response without unnecessary delay, and by not later than fifteen (15) working days from when the complaint was registered. Where the investigation of a complaint is not completed within fifteen days from receipt of the complaint, the Complaints Officer will:
    - i. inform You about the causes of the delay; and
    - ii. provide You with an indication as to when the investigation is likely to be completed.
2. When providing You with a final decision We will provide You with a thorough explanation on Our position on the complaint.
3. Should you still not be satisfied with the way the complaint was resolved by Us, You may refer the complaint to the:

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

Email on: [complaint.info@asf.mt](mailto:complaint.info@asf.mt)  
Freephone: 8007 2366  
Telephone: (+356) 21249245

You may download the required complaint form from the following website: [www.financialarbiter.org.mt](http://www.financialarbiter.org.mt).

## **Thank You for Your feedback**

We value Your feedback and at the heart of Our brand We remain dedicated to meeting Our customers as individuals and giving them the best possible service at all times. If We have fallen short of this promise, We apologise and aim to do everything possible to put things right.

Thank You for choosing Argus Insurance Company (Europe) Limited, Malta Branch.



### **Argus Insurance Company (Europe) Limited**

Trident Park, 8B Level 5, Notabile Gardens,  
Mdina Road, Central Business District Zone 2, Birkirkara CBD 2010, Malta  
Tel: +356 2342 2000 Fax: +356 2342 2190 [claims@argus.mt](mailto:claims@argus.mt) [www.argus.mt](http://www.argus.mt)

Argus Insurance Company (Europe) Limited No. OC 1216 is registered in Malta and licensed by the Malta Financial Services Authority (MFSA) to act as a third country branch of Argus Insurance Company (Europe) Limited, registered in Gibraltar No. 01862, Licensed by the Gibraltar Financial Services Commission.