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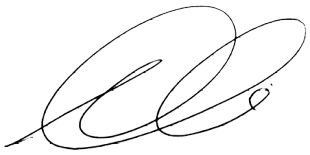
ELECTRIC VEHICLE INSURANCE POLICY

Thank **you** for choosing Mapfre Middlesea p.l.c. **You** should read these documents and check them carefully to ensure they provide **you** with the cover **you** require. It is important that **you** should advise **us** immediately whenever any changes occur that affect what **you** have told **us**.

This **Policy,** the **Proposal Form, Schedule** and **Endorsement(s)** (if any) together are evidence of the contract between **you** and Mapfre Middlesea p.l.c. based on the information given to **us** and the declaration made on the **Proposal Form**. In return for receiving and accepting the premium, **we** will provide insurance within the **territorial limits** in accordance with the terms and conditions of this **Policy** for those Sections shown in the **Schedule** as being applicable.

Unless both **you** and **we** agree otherwise, this contract shall be subject to Maltese Law and to the exclusive jurisdiction of the Maltese Courts.

ETIENNE SCIBERRAS
PRESIDENT &
CHIEF EXECUTIVE OFFICER



OLIVIA DARMANIN
CHIEF OFFICER - TECHNICAL

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DEFINITIONS

Wherever **you** see the following words or phrases, they will have the meanings shown next to them and are shown in bold print. Any word or expression to which a specific meaning has been given has the same meaning wherever it appears unless the context requires otherwise:

Accessory or Accessories mean a product specifically designed for attachment to **your vehicle** and which is not directly related to how it works as a vehicle.

Airside means any area where aircraft are normally to be found landing, taking off, manoeuvring or parked, including the associated service roads and ground equipment parking areas and those parts of passenger terminals which come within the customs examination area except where such liability is required to be covered by **legislation**.

Authorised Driver means any person driving **your vehicle** with **your** permission as allowed by **us** in the **Schedule** and/or **Certificate of Motor Insurance.**

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

Claim means a **claim** against **you** or against any person covered by this **Policy** for damages that are required to be covered by the **legislation**, the Protection and Compensation Fund Regulations or other regulations replacing them or any agreement between insurers regardless of whether **you** or such other person has failed to notify such event to insurers. Each and every loss shall be considered as a separate **claim** under the **Policy.**

Designated State relates specifically to cover under Section 1 (Liability to Others) of this **Policy** and by **Endorsement** to Sections 2 (Fire & Theft Damage to your Vehicle) and 3 (Loss or Damage to your Vehicle) of this **Policy** and as defined in the **legislation**.

Endorsement(s) means any alteration made to the **Policy** which has been agreed by **us** in writing.

Excess means the first part of any **claim** which **you** have to pay **yourself**.

Family means **your** mother, father, sister, brother, wife, husband, **partner**, daughter, son, step-parent, step-child who lives in the same address as **you**.

Foreign Bureau means a central organisation set up by motor insurers in any country outside **Malta** for the purpose of giving effect to international arrangements for the insurance of motorists against third party risks and with which the local bureau set up by motor insurers in **Malta** has entered into such an arrangement.

Green Card means an international certificate of insurance issued on behalf of the **Maltese** local bureau. It is a document required by certain countries to provide proof that **you** have the minimum insurance cover by law to drive in that country.

Injured Person means any person entitled to compensation under Section 1 (Liability to Others) of this **Policy** and the **legislation** in respect of any loss or injury caused by **your vehicle**.

Insurance Cover Provided is as shown in the **Schedule**.

Legislation means the Motor Vehicles Insurance (Third Party Risks) Ordinance (Chapter 104 of the Laws of Malta) and any subsidiary **legislation** made under it in force in **Malta** and as amended or replaced from time to time.

Limitations as to Use are as shown in the **Schedule** and defined under Section "Limitations as to Use" of this **Policy.**

Limits of Liability are as shown in the **Schedule**.

Malta or **Maltese** mean the, or of the, Republic of Malta including any recognised sea passage within the Republic.

Market Value means the cost of replacing **your vehicle** in **Malta** with one of the same make, model, age and condition, at the time of the accident or loss, as determined by reference to standard trade guides or any other relevant sources or trade practices, but not in excess of the Sum Insured as stated in the **Schedule**.

Motorcycle includes quadricycle or quad bike.

No Claim Discount means the discount shown in the **Schedule**. If no **claim** is made under **your Policy, we** will increase **your no claim discount** when **you** renew **your Policy** in line with the scale **we** apply at that time. Where **you** have made a **claim, we** will reduce **your no claim discount** in line with the scale that **we** apply at that time.
If **your** renewal is due and **we** have not yet recovered any payments that **we** made to **you** from the responsible party, **you** may lose **your no claim discount** temporarily.
Once full recovery has been effected **we** will restore **your no claim discount** and refund any extra premium **you** have paid.
Our no claim discount scale is shown on **our** website, or else **we** can send **you** a copy upon request.

Period of Insurance means any length of time which **we** have accepted **your** premium for, as shown on **your** latest **Schedule**.

Personal Belongings mean clothes and other articles of personal use worn or carried by **you** including sports equipment.

Policy means this booklet, the **Schedule,** the effective **Certificate of Motor Insurance** and any **Endorsement(s)** all of which are to be read together.

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

Proposal Form
- The proposal form that **you** have completed or has been completed on **your** behalf and which **you** have signed; and/or
- The Statement of Fact which lists the answers to the questions **you** were asked and the agreement to declarations when applying for this insurance online, and any other information given to **us** by **you** or on **your** behalf.

Schedule means the document attaching to this **Policy** containing details of **you, your vehicle**, the **period of insurance,** the use to which it can be put, the **insurance cover provided**, who can drive **your vehicle** and any applicable **Endorsement(s).**

Spouse/Partner means **your** spouse or partner living at the same address and sharing financial responsibilities as **you**. This does not include business partners or associates.

Territorial Limits means **Malta** or another country to which this **Policy** may be extended by **Endorsement**. Provided that with regard to cover under Section 1 (Liability to Others) of this **Policy, territorial limits** include:
a. the territory of a **designated state**; and
b. the territory of a **third country**, but only in respect of any loss or injury caused by **your vehicle** which

is suffered by 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** and if there is no **foreign bureau** responsible for the territory which is being crossed.

Third Country means a state other than **Malta** and which is not a **designated state.**

Tool of Trade means **your vehicle** and/or the machinery attached to it being used (and not being driven) solely as a tool or an equipment item for working purposes and where any liability at law arising from it being used as such a tool or equipment is not required to be covered by insurance in terms of the **legislation**.

Uninsured losses mean those losses that are uninsured under the terms of the **Policy**.

Valid and Appropriate Licence means a driving licence issued by the competent authorities which
a. is still active; or
b. 60 days have not passed since its expiry

We or **Us** or **Our** mean Mapfre Middlesea p.l.c.

You or **Your** or **Yourself** mean the policyholder described in the **Schedule.**

Your vehicle means the motor vehicle, including the charging station installed at **your** private residence, charging cable(s), adapters and battery (whether leased separately from the vehicle or not), described in the **Schedule**. In so far as cover under Section 1 (Liability to Others) of this **policy** is concerned, **your vehicle** shall also include any trailer, caravan or mechanically disabled vehicle attached to it.

LIMITATIONS AS TO USE

The **Limitations as to Use** shall have the following meaning:

Private Vehicle - Use for social domestic and pleasure purposes and for **your** own business. Excluding use for hire or reward or for tuition, racing, pace making, reliability, trial or speed testing or for any purpose in connection with the Motor Trade.

Commercial Vehicle - Use as a goods carrying vehicle in connection with **your** business, for the carriage of passengers (but not for hire or reward) in connection with **your** business and for social domestic and pleasure purposes. Excluding use for hire or reward (except in connection with **your** business) or for racing, pace making, reliability, trial or speed testing or for any purpose in connection with the Motor Trade.

Motorcycle - Use for social domestic and pleasure purposes and for **your** own business. Excluding use for hire or reward or for tuition, racing, pace making, reliability, trial or speed testing or for any purpose in connection with the Motor Trade.

Vehicle for Hire - Use for the carriage of passengers or goods in connection with **your** business and for **your** own social domestic and pleasure purposes. Excluding use for racing, pace making, reliability, trial or speed testing.

Self-Drive Vehicle - Use for social domestic pleasure and business purposes. Excluding use for racing, pace making, reliability, trial or speed testing or use by any person to whom the vehicle is hired for the carriage of passengers for hire or reward.

Vehicle Leasing - Use for social domestic pleasure and business purposes. Excluding use for racing, pace making, reliability, trial or speed testing or use by any person to whom the vehicle is hired for the carriage of passengers for hire or reward.

Special Type - Use according to the meaning, terms, conditions and limitations as described in the **Endorsement(s)** attached to the **Policy.**

SECTION 1 - LIABILITY TO OTHERS

A. YOUR OWN LIABILITY

We will cover **you** for all sums which **you** may be required to pay by law arising from an accident caused by **your vehicle,** resulting in the death of or bodily injury to any other person or damage to another person's property.

We will also cover **you** for **your** liability arising from such accident for emergency treatment payments under the **legislation**. Any such payment will not affect **your** entitlement to **no claim discount.**

B. OTHER PEOPLE'S LIABILITY

We will also cover the following people for all sums which they may be required to pay by law arising from an accident caused by or in connection with the use of **your vehicle** which causes the death of or bodily injury to any other person or damage to another person's property:

a. any **authorised driver**;
b. any passenger travelling in or getting into or out of **your vehicle**;
c. **your** employer or business partner;
d. in the event of the death of any person covered under this Section, the legal representatives of such person.

C. LIMITS OF LIABILITY

We will pay in respect of each accident up to the limit (1.1) shown in the **Schedule** for any one **claim** or series of **claims** arising out of any one event arising from death or bodily injury and up to the limit (1.2) shown in the **Schedule** for any one **claim** or series of **claims** arising out of any one event arising from damage to third party property.

Should an accident involve payment under this Section to more than one person, these limits shall represent the total amount payable to all persons and **your** liability shall be settled in priority to **you**. These limits are inclusive of legal costs and other expenses covered under Sub-Section D. (Legal costs and other expenses) below.

D. LEGAL COSTS AND OTHER EXPENSES

In the event of an accident covered under the above Sub-Sections A. (Your own liability) or B. (Other people's liability), **we** will also at **our** option:
a. pay legal costs and expenses incurred with **our** prior written consent;
b. instruct and pay for a lawyer to represent **you** or any other person insured by this **Policy** in any Inquest or Fatal Accident Enquiry;
c. arrange for and pay, if **we** decide there is a reasonable chance of success, the reasonable cost of legal services to defend **you** or any other person insured by this **Policy** against a charge of manslaughter or causing death by dangerous or reckless driving if the death relating to such charge may be the subject of cover under these Sub-Sections.

What is NOT covered under this Section (see also GENERAL EXCLUSIONS):
This **Policy** does not provide cover for:

i. any person who does not observe and fulfil the terms of this **Policy** in so far as they can apply in compliance with the **legislation**;
ii. any person who does not hold a **valid and appropriate licence** to drive **your vehicle** in accordance with the Laws of Malta, as may be amended from time to time;
iii. any person who voluntarily entered **your vehicle** if that person knew that **your vehicle** was

used or driven without **your** authorisation;

iv. loss or damage to any trailer, caravan or mechanically disabled vehicle attached to **your vehicle** or to any property being carried in or on them;

v. death or injury to the person driving or in charge of **your vehicle** or to any person being carried in or on, or getting into or out of, or getting onto or off, any trailer, caravan or mechanically disabled vehicle attached to **your vehicle;**

vi. loss or damage to any bridge, weighbridge, viaduct, road or other surface over which **your vehicle** is driven, or anything under the surface caused by the weight or vibration of **your vehicle** or its load;

vii. loss, damage or liability caused by pollution or contamination as a result of any load seeping from **your vehicle** or any load spilling from or shifting in **your vehicle** except where such liability is required to be covered by **legislation**;

viii. liability for death, injury or damage resulting from the use of **your vehicle,** or machinery attached to it, as a **tool of trade** other than the use of taillifts;

ix. liability for any **claim** resulting from any goods, including food or drink being prepared, sold or supplied from **your vehicle**;

x. liability caused or arising beyond the limits of any road in connection with the bringing of a load to **your vehicle** for loading onto it or the taking away of a load from **your vehicle** after unloading from it;

xi. loss or damage to any property belonging to or held in trust by or in the custody, care or control of any person who is a member of **your family**, the driver or any other person who incurs liability, and whose liability is covered under Section 1 (Liability to Others) of this **Policy**;

xii. liability incurred by anyone entitled to protection under the liability section of any other insurance, provided that such protection is not less beneficial to the **injured person** than the protection offered under Section 1 (Liability to Others) of this **Policy**.

xiii. any liability however arising from charging stations whether for public use or otherwise, including any ancillary equipment such as cables and plugs, unless **your vehicle** is connected to such equipment for charging when liability arises.

SECTION 2 - FIRE AND THEFT DAMAGE TO YOUR VEHICLE

We will cover **you** in the terms of Section 3 (Loss of or Damage to your Vehicle) of this **Policy** but only so far as concerns loss of or damage to **your vehicle** including its **accessories** and spare parts caused by:

a. fire, self-ignition, lightning or explosion; or

b. theft or attempted theft.

What is NOT covered under this Section (see also GENERAL EXCLUSIONS):

This **Policy** does not provide cover for:

i. the amount of **excess** shown in the **Schedule**;

ii. loss of use of **your vehicle** or other indirect costs when it is damaged or stolen;

iii. loss resulting from deception;

iv. loss of or damage to any entertainment equipment, portable GPS navigation devices and mobile phones attached to or on a **motorcycle**;

v. depreciation, wear and tear, deterioration, any loss or damage which happens gradually or diminution in value including any loss of value after **your vehicle** has been repaired following an accident;

vi. deliberate damage by any person described in the **Schedule**;

vii. loss arising from **your vehicle** being removed, detained or confiscated as a result of a road traffic or vehicle licensing offence;

viii. theft or attempted theft whilst **your vehicle('s)**:

- is unlocked;
- windows are open;
- sun roof is left open or unlocked;
- removable roof panel is not attached and locked;
- convertible roof or hood is not secured and locked;

- ignition keys or devices used to gain entry or to operate **your vehicle** have been left in or on **your vehicle** or unsecured and/or unattended without proper precautions having been taken;
- has been left unattended with the engine running when there is no-one in it;

unless in a locked **private garage;**

ix. loss or damage to **your vehicle** arising from the wrong or contaminated fuel, inappropriate type or grade of fuel being used;

x. loss or damage while **your vehicle** is being driven by or is in the charge of any person for the purposes of being driven, who is not described in the **Schedule**.

xi. loss or damage to helmets and protective clothing;

xii. any part of a repair or replacement which improves **your vehicle** beyond its condition before the loss or damage took place;

xiii. loss or damage to any trailer, caravan or mechanically disabled vehicle attached to **your vehicle** or to any property being carried in or on them;

xiv. storage costs incurred while **your vehicle** is awaiting the commencement of repairs;

xv. loss or damage caused by overloading or strain;

xvi. loss of road licence;

xvii. loss or damage arising from or in consequence of water freezing in the cooling circulation system of **your vehicle**;

xviii. any loss or damage due to theft, arson or any other criminal act unless it has been reported to the Police;

xix. loss of or damage to **motorcycle** accessories and spare parts by theft if **your motorcycle** is not stolen at the same time.

xx. loss or damage which can be traced back to construction or material defects of the manufacturer;

xxi. loss or damage caused by chemical reactions such as oxidation;

xxii. deep discharge or overcharge of the battery.

xxiii. any additional costs to repair your vehicle outside Malta including but not limited to transportation and increased repair costs.

SECTION 3 - LOSS OF OR DAMAGE TO YOUR VEHICLE

We will cover **you** for accidental loss of or damage to **your vehicle**. **We** will also cover **you** for accidental loss of or damage to the vehicle's **accessories** and spare parts while in or on **your vehicle** or while in **your** locked **private garage.**

The maximum amount payable by **us** will be the reasonable **market value** of **your vehicle** at the time of the loss or damage but not exceeding **your** estimate of value as stated in the **Schedule.** It is agreed that in the event of a dispute over the **market value** of **your vehicle**, it will be solely **your** responsibility to prove that the **market value** at the time of the loss was higher than that established by **us**.

At **our** own option, **we** may repair, reinstate or replace **your vehicle** or any part of it or its **accessories** or spare parts or may pay the amount of loss or damage.

We may decide to repair **your vehicle** with parts which may have not been made by the manufacturer of **your vehicle** but which are of a similar standard. **We** will not pay for that part of the cost of any repair or replacement which improves **your vehicle** beyond its condition before the loss or damage occurred.

If a part is unavailable, obsolete, out of stock or has been discontinued, we **will** pay **you** for the price listed in the manufacturer's most recent price guide, or from their authorised suppliers in **Malta**. In the absence of such price guide, the payment will be based on the last known price made available from the manufacturer or their authorised suppliers in **Malta**, including reasonable transportation costs and import duty or tax.

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

In the event of the cost of repairs to **your vehicle** exceeding its current **market value**, **we** will settle **your claim** by payment of **your vehicle's market value**. In such event **we** may at **our** option take possession and ownership of **your vehicle** and dispose of it and retain its salvage value.

In the event **you** have purchased **your vehicle** as new in **Malta**, and within 12 months it is:

a. stolen and not recovered; or
b. damaged and its repair costs are more than 60% of its current new list price including V.A.T. where appropriate, **we** will replace **your vehicle** with a new vehicle of the same make, model and specification if immediately available in **Malta**. If a vehicle of the same make, model and specification is not immediately available in **Malta** or if **your vehicle** was not purchased in **Malta**, the most **we** will pay is the reasonable **market value** of **your vehicle** in **Malta** at the time of loss or damage. In such event **we** may at **our** option take possession of **your vehicle** and dispose of it and retain its salvage value. **Your claim** for any lost or damaged part or **accessory** which is no longer obtainable will be limited to the cost shown in the manufacturer's last published price list in **Malta** and the reasonable cost of fitting.

If **we** know **you** are paying for **your vehicle** by hire purchase or under a leasing agreement or by a bill of sale by way of mortgage **we** shall either:

a. if **we** are paying the cost of replacing **your vehicle**, pay the proceeds of **your claim** to the company from which **you** are buying or leasing **your vehicle** or to the mortgagor described in the bill of sale or if **you** owe less than the proceeds of **your claim**, **we** shall pay **you** the balance; or
b. if **we** replace **your vehicle**, **we** must first have the permission of the company from which **you** are buying or leasing it.

If it is necessary to replace **your vehicle**'s battery with a new one after it sustained damages which are covered under this **Policy**, then **we** will pay **you** the cost of a replacement battery less a 10% depreciation for each year the damage battery was in operation, with the remaining deducted balance to be borne by **you**.

Vehicle Repairs Outside of Malta

If, for any reason, **your vehicle**'s repairs cannot be conducted in **Malta**, **we** will have the option to pay **you** directly for the amount equivalent to the cost of repairs. This cost will be estimated by **us** taking into consideration the estimated cost of repairs in conformity with the vehicle manufacturer's approved repair methods based on the current hourly repair rate in **Malta** for comparable repairs, as determined by **our** approved surveyor.

Authorisation of minor repairs

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

- the estimated cost of such repair does not exceed the sum of €150; and
- an estimate of the cost is forwarded to **us** without delay, together with photographic evidence of the damage.

Third Party Uninsured driver promise

If **your vehicle** is damaged in an accident where the driver of the responsible vehicle is not insured, **you** will not lose **your no claim discount** and **we** will refund the cost of any **excess you** have had to pay. **You** must provide **us** with the registration number, the make/model of the vehicle and the driver's details of the vehicle responsible. This promise only applies where the driver of **your vehicle** was not at fault. It will not apply if the vehicle that damages **your vehicle** remains untraced.

What is NOT covered under this SECTION (see also GENERAL EXCLUSIONS):

This **Policy** does not provide cover for:

i. the amount of **excess** shown in the **Schedule**;
ii. loss of use of **your vehicle** or other indirect costs when it is damaged or stolen;
iii. loss resulting from deception;
iv. loss of or damage to any entertainment equipment, portable GPS navigation devices and mobile phones attached to or on a **motorcycle**;

v. depreciation, wear and tear, deterioration, any loss or damage which happens gradually or diminution in value including any loss of value after **your vehicle** has been repaired following an accident;
vi. loss or damage caused by pressure waves from aircraft or other objects in the sky travelling at sonic or supersonic speeds;
vii. deliberate damage by any person described in the **Schedule**;
viii. loss arising from **your vehicle** being removed, detained or confiscated as a result of a road traffic or vehicle licensing offence;
ix. theft or attempted theft whilst **your vehicle**('s):
- is unlocked;
- windows are open;
- sun roof is left open or unlocked;
- removable roof panel is not attached and locked;
- convertible roof or hood is not secured and locked;
- ignition keys or devices used to gain entry or to operate **your vehicle** have been left in or on **your vehicle** or unsecured and/or unattended without proper precautions having been taken;
- has been left unattended with the engine running when there is no-one in it;

unless in a locked **private garage;**

x. loss or damage to **your vehicle** arising from the wrong or contaminated fuel, inappropriate type or grade of fuel being used;
xi. loss or damage while **your vehicle** is being driven by or is in the charge of any person for the purposes of being driven, who is not described in the **Schedule**;
xii. loss or damage to **motorcycles** arising out of storm, tempest and flood;
xiii. mechanical, electrical, electronic or computer failures or malfunction, breakdowns or breakages, unless caused by a motor vehicle accident;
xiv. damage to tyres by punctures, cuts or bursts, or caused by the application of brakes, unless caused by a motor vehicle accident;
xv. loss or damage to helmets and protective clothing;
xvi. any part of a repair or replacement which improves **your vehicle** beyond its condition before the loss or damage took place;
xvii. loss or damage to any trailer, caravan or mechanically disabled vehicle attached to **your vehicle** or to any property being carried in or on them;
xviii. storage costs incurred while **your vehicle** is awaiting the commencement of repairs;
xix. loss or damage caused by overloading or strain;
xx. loss of road licence;
xxi. loss or damage arising from or in consequence of water freezing in the cooling circulation system of **your vehicle**;
xxii. loss of or damage to **motorcycle accessories** and spare parts by theft if **your motorcycle** is not stolen at the same time.
xxiii. loss or damage which can be traced back to construction or material defects of the manufacturer;
xxiv. loss or damage caused by chemical reactions such as oxidation;
xxv. deep discharge or overcharge of the battery.
xxvi. any additional costs to repair **your vehicle** outside **Malta** including but not limited to transportation and increased repair costs.

SECTION 4 - EXTENSIONS TO COVER

A. STANDARD EXTENSIONS APPLICABLE TO ALL SECTIONS OR AS STATED IN THE SCHEDULE

4.1. PERSONAL ACCIDENT

If **you** and/or any of **your** passengers shall sustain bodily injury as a direct result of an accident involving **your vehicle,** or while getting into, out of or travelling in any other private vehicle not belonging to **you** or hired to **you** under a hire purchase agreement, **we** will pay to the **injured person** or to such person's legal representatives one of the benefits described below up to the amounts shown in the **Schedule** provided that:

a. death or bodily injury occur within 3 months of the accident; and

b. such death or injury shall arise as a direct result of the accident; and
c. such **injured person** at the time of the accident is not under 18 or more than 76 years of age.

Benefits:
1. death; or
2. total and irrecoverable loss of sight in one or both eyes; or
3. total loss by physical severance at or above the wrist or ankle of one or more limbs.

Payment shall be made for only one of the above benefits in respect of each **injured person** and the total amount **we** shall pay under this extension during any one **period of insurance** shall not exceed the amount shown in the **Schedule** for each **injured person**.

If there will be more than three persons injured, payment will be effected by dividing the Maximum Limit proportionately between such **injured persons.** This limitation shall, however, not apply and benefits payable shall be doubled if **you** and **your spouse/partner** shall sustain bodily injury as a direct result of the same accident involving **your vehicle** causing death of both parties provided that at the time of the accident **you** have children under 18 years of age.

We will, however, deduct any amount paid under this extension from any payment made under Section 1 (Liability to Others) of this **Policy** to any of **your** passengers in respect of death or bodily injury for which **you** are legally liable.

If **you** shall suffer some form of permanent disability as a direct result of an accident involving **your vehicle** requiring modifications to be made to **your vehicle** with adaptive devices and equipment, **we** will pay **you** the amount of €2,000 in order to carry out such modifications.

This extension will also operate if **you** shall sustain bodily injury as a direct result of any motor accident when **you** are a pedestrian or using a pedal cycle (excluding motor assisted pedal cycles). The total amount **we** will pay shall not exceed 50% of the amount shown in the **Schedule**.

What is NOT covered under this extension (see also GENERAL EXCLUSIONS):

This **Policy** does not provide cover for bodily injury or death:
i. caused by suicide or any attempted suicide or any deliberate attempt to self-inflict injury or any deliberate attempt to put lives in danger (unless to save a human life);
ii. while **you** or any driver is driving under the influence of alcohol;
iii. as a result of, or which is contributed to by **you** or any driver having taken a drug unless taken on proper medical advice and not for the treatment of drug addiction;
iv. if **you** or any of **your** passengers are insured by another policy covering death or bodily injury;
v. if **your vehicle** is a **motorcycle** or other excluded vehicle.

Any such payment will not affect **your** entitlement to **no claim discount**.

4.2. MEDICAL EXPENSES

If **you** or any person in **your vehicle** sustain any bodily injury as a direct result of an accident involving **your vehicle**, **we** will, at **your** request, refund the cost of medical treatment in connection with such injury up to the sum shown in the **Schedule** for each **injured person** provided cover is not being granted under any other motor insurance policy.

Any such payment will not affect **your** entitlement to **no claim discount**.

4.3. BREAKAGE OF GLASS

We will cover **you** for any accidental damage, where the damage is caused by breakage only, to the glass in **your vehicle's** windscreen, sunroof or windows and any scratching to the bodywork caused by broken glass, up to the limit shown in the **Schedule**, any one occurrence.

Any such payment will not affect **your** entitlement to **no claim discount** if this is the only damage **you claim**.

4.4. USE BY THE MOTOR, HOTEL OR RESTAURANT TRADE

We will cover **your vehicle** when it is in the hands of a motor trader carrying on the business from a motor trade outlet or premises for service, overhaul or repair or when it is being parked by an employee of a hotel or restaurant vehicle parking service.
In such instances **we** will ignore the limitations about driving and use described in the **Schedule** provided the other terms and conditions of the **Policy** are observed.

B. OPTIONAL EXTENSION APPLICABLE TO ALL SECTIONS OR AS STATED IN THE SCHEDULE

4.5. PROTECTION OF YOUR NO CLAIM DISCOUNT (PRIVATE VEHICLES ONLY)

On payment of an additional premium, **we** will not reduce **your no claim discount** entitlement shown in the **Schedule** on the renewal of **your** insurance, unless **you** make two **claims** or more (not being **claims** where the only damage sustained is breakage of glass in the windscreen or windows) during the current **period of insurance**. If more than one **claim** is registered in the same **period of insurance** the protection will be lost and the **no claim discount** will be reduced in accordance with the scale that **we** apply at that time.

C. STANDARD EXTENSIONS APPLICABLE TO SECTIONS 2 (FIRE & THEFT DAMAGE TO YOUR VEHICLE) AND 3 (LOSS OF OR DAMAGE TO YOUR VEHICLE) OF THIS POLICY ONLY OR AS STATED IN THE SCHEDULE

4.6. LEGAL ASSISTANCE FOR UNINSURED LOSSES

We will cover **you** or any **authorised driver** for legal costs and expenses incurred in the institution and continuation of legal proceedings (as plaintiff) to recover **uninsured losses** or damages relating to policy **excess**, loss of earnings, loss of use, loss of **personal belongings**, compensation for death or personal injury or property damage as a result of a motor accident involving **your vehicle** that is insured by **your Policy** up to the limit shown in the **Schedule**.

We will not be under any liability to pay any amounts beyond the limit shown in the **Schedule** whether or not the legal proceedings have been concluded.

Cover under this extension shall only be applicable provided that:
a. the motor accident occurs in **Malta** and during the **period of insurance**;
b. the legal proceedings will be dealt with by a court or other competent body in **Malta**;
c. **our** legal experts are satisfied that there is a reasonable prospect of recovery and that prospects of success exist for the duration of the **claim**;
d. **we** are reasonably certain that the third party has the means to meet any judgment;
e. **we** are satisfied that the legal costs and fees are economically proportionate to the amount **you** are claiming;
f. the dispute is not with **us** or any of **our** Agents or intermediaries.

In the event that such legal fees and expenses or part thereof are awarded in **your** favour **you** will reimburse **us** with any such amount already paid by **us** under this extension or **we** may deduct these from any payments **we** may be liable to make under any other Section of **your Policy**.

4.7. PERSONAL BELONGINGS

We will cover **you** against accidental loss of or damage to **personal belongings** while in or on **your vehicle**. At **your** request, **we** will compensate the owner of the lost or damaged property. **Our** liability shall be limited to the amount shown in the **Schedule** in respect of each occurrence.

We shall not be liable under this extension for loss of or damage to:
i. money, stamps, tickets, credit and debit cards, documents or securities;
ii. goods or samples carried in connection with any trade or business;
iii. property insured under any other policy;
iv. property kept in **your** unattended vehicle unless all windows and doors are fully closed and locked and the property is secured in a locked boot or glove compartment;

v. mobile/cellular telephones or other telephone equipment and portable audio or audio-visual equipment;
vi. **personal belongings** attached to or on a **motorcycle** covered by this **Policy** except if they are in a locked compartment.
vii. any **personal belongings** if **your vehicle** is a motor caravan;
viii. goods or samples carried in connection with a business.

Payment to any person under this extension other than **you** will be made direct to such other person who will be subject to the terms, provisions, exclusions and conditions of this **Policy** in so far as they can apply and whose receipt shall be a full discharge of **our** liability for such other person's loss or damage.

4.8. EMERGENCY OVERNIGHT ACCOMMODATION OUTSIDE MALTA

We will pay for emergency overnight accommodation if **you** or any person covered by this **Policy** cannot reach **your** intended destination because **your vehicle** cannot be driven due to an incident which occurs outside **Malta** and which is covered under Sections 2 (Fire & Theft Damage to your Vehicle) or 3 (Loss of or Damage to your Vehicle) of this **Policy**.
The total amount **we** shall pay under this Extension for any one incident shall not exceed the limit shown in the **Schedule.**

4.9 DRIVE BATTERY COVER

The following standard coverages shall be applicable to fully-electric and plug-in hybrid vehicles only:

a. **Electrical Overload damage**
We will cover **you** for loss or damage due to electrical overload following lightning strikes on the drive battery.
b. **Consequential damage**
We will cover **you** for any consequential damage arising out of:
i) a short circuit in the cabling of the drive battery;
ii) animal bites on the drive battery
up to the limit stated in the **Schedule** any one occurrence and in any one **period of insurance**.
c. **Battery scrappage**
We will cover **you** for the additional costs incurred to scrap the drive battery following an accident, up to the limit stated in the **Schedule** any one occurrence and in any one **period of insurance**.
d. **Decontamination costs**
If **your vehicle** is declared a total loss, **we** will cover **you** for the battery decontamination costs up to the limit stated in the **Schedule** any one occurrence and in any one **period of insurance**.

4.10. LOST KEYS AND LOCKS

If the keys or lock transmitter for **your vehicle** are lost or stolen and not recovered, **we** will pay up to the limit shown in the **Schedule** for the cost of replacing them and also, if necessary, the locks of **your vehicle** or reprogramming the lost transmitter.

Any such payment will not affect **your** entitlement to **no claim discount.**

D. STANDARD EXTENSIONS APPLICABLE TO SECTION 3 (LOSS OF OR DAMAGE TO YOUR VEHICLE) OF THIS POLICY ONLY OR AS STATED IN THE SCHEDULE

4.11. COURTESY VEHICLE (PRIVATE VEHICLES ONLY)

We will cover **you** for the cost of hiring an alternative vehicle, with **our** first preference being a hybrid or electric but depending on availability, while **your vehicle** is undergoing repairs following an accident covered under **your Policy** for the period as authorised by the inspecting surveyor but not exceeding the amount shown in the **Schedule**, any one **claim**. This alternative vehicle is not intended to be an exact replacement for **your vehicle**.

We may arrange for a replacement vehicle from a rental company of **our** choice. **We** will not cover any **excess**, fuel, fares, fines and other fees relating to the replacement vehicle whilst in **your** possession.

4.12. EXCESS WAIVER (PRIVATE VEHICLES ONLY)

If **you** are a named insured under a Home Insurance policy issued by **us**, covering home contents and valid and in force at the date and time of loss of the **claim** reported and covered by this **Policy**, **we** will waive € 90 off the applicable **excess** which would have to be paid by **you** when a **claim** is made against this **Policy**.

Conditions

1. Only when a **claim** is made against this **Policy** and this **Policy** pays a portion towards the **claim**, will the Excess Waiver come into effect;
2. If this **Policy** was issued with an **excess** which is higher than € 90, **we** will only waive € 90 off the **excess** and **you** will have to pay the difference;
3. The Excess Waiver will be applicable only once during the **period of insurance** of the Home Insurance Policy.

E. OPTIONAL EXTENSION APPLICABLE TO SECTION 3 (LOSS OF OR DAMAGE TO YOUR VEHICLE) OF THIS POLICY ONLY OR AS STATED IN THE SCHEDULE

4.13. EARTHQUAKE COVER

On payment of an additional premium, General Exclusion (iii) is deleted.

SECTION 5 - USE OUTSIDE MALTA

Section 1 (Liability to Others) of this **Policy** provides the minimum cover **you** need by law for **your vehicle** when using it in any **designated state**. The level of cover **we** provide will be the minimum necessary to keep to the laws on compulsory insurance in the country where the event happened; or, the minimum cover needed either in that country or in **Malta**, whichever is higher.

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

This **policy** is intended to provide insurance protection for vehicles that are registered in **Malta** and that are based in **Malta**. If **you** intend to use **your vehicle** outside **Malta**, **you** must notify **us** of this immediately.

5.1. EXTENSION OF COVER UNDER SECTION 2 (FIRE & THEFT DAMAGE TO YOUR VEHICLE) OR 3 (LOSS OF OR DAMAGE TO YOUR VEHICLE) OF THIS POLICY WITHIN THE DESIGNATED STATES

Without prejudice to Section 1 (Liability to Others) of this **Policy**, subject to the payment of an additional premium, cover under Section 2 (Fire & Theft Damage to your Vehicle) or 3 (Loss or Damage to your Vehicle) of this **Policy** is extended for the period specified in the **Schedule** while **your vehicle** is being used outside **Malta** within the **designated states** and/ or is in transit between any ports in countries to which this **Policy** applies provided that such transit is by recognised sea passage of no longer duration under normal conditions than 65 hours.

5.2. EXTENSION OF COVER TO COUNTRIES OTHER THAN THE DESIGNATED STATES

Subject to the payment of an additional premium and the issue of a **Green Card** cover under this **Policy** is applicable for the period specified in the **Green Card** in respect of **your vehicle** while it is being used in any country outside **Malta** and the **designated states** specified (and not deleted) in the **Green Card**, and/or is in transit between any ports in countries to which this **Policy** applies provided that such transit is by recognised sea passage of no longer duration under normal conditions than 65 hours.

SECTION 6 - EUROPEAN ROADSIDE ASSISTANCE (RSA)

DEFINITIONS APPLICABLE TO THIS SECTION

Wherever **you** see the following words or phrases, they will have the meanings shown next to them and are shown in bold print. Any word or expression to which a specific meaning has been given has the same meaning wherever it appears in this Section unless the context requires otherwise:

Accident means violent, sudden, external and unforeseen event occurring within the **territory,** unwanted by **you** that causes damages to the **vehicle** rendering it unusable for normal transportation.

Breakdown means a failure, whether mechanical or electrical, that immobilises the **vehicle** occurring during the **period of insurance** within the **Territory**.

Company means the Roadside Assistance (RSA) **service** provider.

Service(s) mean the breakdown coverages specified in this section

Territory means **Malta** and the rest of Europe.

Usual Place of Residence means the location where **you** usually reside in **Malta**. It shall also be the place where the **vehicle** is usually located and to which, where applicable, the **vehicle** shall be transported.

Vehicle means **your vehicle**, excluding any trailer, caravan or mechanically disabled vehicle attached to it, with a maximum permissible laden mass (MPLM) as indicated on the Vehicle Registration Certificate issued by the competent authority of the country of registration, not exceeding 3,500kg and in compliance with **legislation** in force at all times

The non-fulfillment of any of the said requirements shall be cause for nullity of this Section of the **Policy**.

OBJECT AND SCOPE OF COVER

The **Company** guarantees to provide **you** with timely material help in the form of **services**, immediately after experiencing difficulties as a result of an **accident** or **breakdown** occurring within the Territory during the course of a trip with the **vehicle**. This **service** will be limited to a maximum of four (4) **breakdown services** for every full 12 months starting from day of inception of the **Policy** across all covers. A charge will be applicable for any additional breakdown **services**.

1. REPAIR ON THE SPOT OF THE VEHICLE

In the event of immobilisation of the **vehicle** due to mechanical or electrical **breakdown**, and provided that the said **breakdown** can be repaired at the place of immobilisation within a reasonable time, the **Company** will proceed with the repair of the **breakdown**, and shall bear the costs of labour and transport to the place where the event occurred.

This coverage does not include battery boost assistance, supplies of spare parts or elements, or materials in general.

2. BATTERY BOOST ASSISTANCE

In the event of immobilisation of **your** hybrid **Vehicle** due to a battery problem, the **Company** will provide **you** with a battery boost assistance service. This coverage may include supplies of the spare battery or materials in general. Cost of the battery or any other materials supplied will always be assumed by **You**. Guarantee of the battery will be provided by the Supplier and not by the **Company.**

This cover is limited to 2 battery boost services in 1 week. If a third service of battery boost is required within the same week, **you** will be advised that a fee of €40.00 will be charged as the cost of the service.

This cover is only applicable to hybrid vehicles and does not apply to fully-electric vehicles.

3. TOWING OF THE VEHICLE

In the event that it is not possible to carry out repairs at the site of the breakdown, as mentioned in the previous point, and if the vehicle cannot be driven as a result of the breakdown or accident, the Company shall bear the costs of towing the vehicle to a repair shop or destination as recommended by **you** or the **authorised driver** of the vehicle.
In the event that the vehicle is towed to a repair shop or destination as recommended by **you** or the driver of the vehicle whereby the vehicle is not accepted and/or the repair shop is closed then the vehicle will be towed back to **your** place of residence. Towing the vehicle from **your** place of residence back to the repair shop or any other location is not covered by this **Policy**.

It is recommended that **you** confirm with the repair shop that **your vehicle** will be accepted and that the repair shop is not closed.

In case of towing the vehicle from Gozo to Malta or Europe to **Malta** and vice versa, **you** will have to pay ferry fees for both the vehicle and the tow truck.

4. SECOND DELIVERY SERVICE

In case the **vehicle** stops at night, during the weekends or public holidays and the repair shop recommended by **you** is closed, **we** will bear the costs of a second towing service from **your** place of residence to the repair shop recommended by **you**.

If **you** require further towing services after the second delivery service has been provided, a fee €40.00 will be charged as cost of the service.

5. TRANSPORTATION FOR THE VEHICLE OCCUPANTS WHERE THE VEHICLE CANNOT BE USED

In the event that it is not possible to carry out the repairs at the site of the **breakdown** or **accident** involving the **vehicle**, the **Company** will arrange the most suitable transportation for the **vehicle** occupants to be transported to their **Usual Place of Residence** during the night or to the nearest bus stop during the day. The **vehicle** occupants' transportation might be arranged inside the tow truck cabin.

In case the **vehicle** occupants have different places of residence within **Malta**, their transportation will only be carried out to one place/spot chosen by **you**.

Provided that in the event that the **vehicle** is located outside of **Malta** but within Europe, the **usual place of residence** referred to above shall be taken to refer to the closest accommodation facilities but subject to the limitations and limits under paragraph 9 of this Section.

6. FLAT TYRE ASSISTANCE

In the event of immobilisation of the **Vehicle** due to damage of a tyre, the **Company** will proceed with the removal of the flat tyre and its replacement with the spare tyre of the **vehicle**.

If the spare tyre and/or basic tools to change the spare tyre are not available and/or are not in good condition, **we** will bear the costs of towing the **vehicle** to the nearest vulcanizer, repair shop or **usual place of residence**, whichever is chosen by **you**.

This coverage does not include supplies of the spare tyre, elements or materials in general.

In the event that the **vehicle** has two or more flat tyres at the same time, **we** shall bear the costs of towing the **vehicle** to the nearest vulcanizer, repair shop or **usual place of residence** whichever is chosen by **you**.

Provided that in the event that the **vehicle** is located outside of **Malta** but within Europe, the **usual place of residence** referred to above shall be taken to refer to the closest accommodation facilities but subject to the limitations and limits under paragraph 9 of this Section.

7. OUT OF FUEL / CHARGE

In the event that **your** hybrid **vehicle** runs out of fuel, **we** will bear the cost of delivering up to €10 worth of fuel. Fuel expenses will always be assumed by **you**. If **you** require the fuel delivery more than once during the **period of insurance**, a fee of €40.00 will be charged as cost of the **service**.

In the event that **your** electric **vehicle** runs out of charge, **we** will tow **you** to the nearest charging point or **your** home charge point, whichever is the nearest. If **you** require towing to the nearest charging point for more than once during the **period of insurance**, a fee of €40.00 will be charged as cost of the **service**.

8. LOCKSMITH SERVICE

In the event that the **vehicle** keys are locked inside the **vehicle**, lost and/or stolen the **Company** will provide a locksmith service on the condition that this service is carried out at **your** own risk. Therefore, **We** and/or the **Company** will not be responsible for any damages to the **vehicle**.

The company will cover one locksmith service per **period of insurance.** If **you** require the locksmith service more than once during the **period of insurance**, charges of the service will always be assumed by **you**.

In case the **vehicle** cannot be opened due to dead lock devices and/or other modifications for security reasons, **we** will bear the costs of towing the **vehicle** to a repair shop or destination as recommended by **you** or the **authorised driver** of the **vehicle**. **We** also may provide **you** with details of a professional locksmith who may attend at the place of Accident. Charges of professional locksmith will always be assumed by **you**.

This coverage is provided subject that confirmation from policyholder that the vehicle can be opened or towed is received.

9. SPECIAL CONDITIONS FOR EUROPEAN ROADSIDE ASSISTANCE

Notwithstanding anything to the contrary under Section 6 of this **Policy,** in case **your vehicle** is located outside **Malta** but within Europe, the following limits and limitations shall apply:

i. the period of cover under Section 6 of this **Policy** shall be deemed to be either the period between the date of departure and date of return to **Malta** in accordance with the ferry return ticket or a maximum of 14 days from the date of departure from **Malta**, whichever is shortest;
ii. any of the towing services which may be required to be provided to the **Vehicle** in terms of Section 6 of this **Policy** shall be limited to a maximum towing service charge of €300.

In addition, in the event that repairs to the **vehicle** are necessary during the aforementioned period of cover and the **vehicle** cannot be used for at least 72 consecutive hours from the time of the **breakdown** or **accident**, **we** will pay **you** €50 per day for a maximum period of 3 days (maximum €150) for alternative accommodation purposes.

WHAT IS NOT COVERED UNDER THIS SECTION (SEE ALSO GENERAL EXCLUSIONS):

The consequences of the following events shall in general be excluded from all covers under this section:

i. The results when the driver of the **vehicle** is found in any of the situations that are indicated below:

   a. the state of intoxication or under the influence of drugs, toxins or narcotics not medically prescribed. For these effects, one is under the effect of alcoholic drinks when the degree of alcohol in the blood is greater than that authorised by the **legislation** on traffic, motor vehicle circulation, road safety, or similar;
   b. Lack of permission or corresponding license for the category of the **Vehicle** or violation of the sanction of cancellation or withdrawal of them.

ii. Those resulting from the illegitimate removal of the **vehicle**;

iii. Those occurring when **you** or the driver of the **vehicle** breaches the regulations in terms of the requirements and number of people transported, the weight or measurements of the objects or animals transported or the way in which they are disposed, provided that said breach is the determining cause of the loss;

iv. Those that are produced while the **vehicle** lacks documentation or requisites (including the Technical Inspection of the Vehicles and Obligatory Insurance) legally necessary to circulate on public roads;

v. Those caused by fuel, mineral essences, and other inflammable, explosive or toxic materials transported in the **vehicle**;

vi. In the case that the **vehicle** is an ambulance, the injured who are transported or in the case of a hearse, the deceased who is transported;

vii. Those caused by extraordinary natural phenomena such as earthquakes, landslides, volcanic eruptions, atypical cyclonic storms, falling objects from space and aerolites, and in general any extraordinary atmospheric, meteorological, seismic or geological phenomenon;

viii. Those arising from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;

ix. Those directly or indirectly caused by or contributed to or arising from ionizing radiation, contamination by radioactivity from any nuclear fuel or from any nuclear waste, from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

In addition to the aforementioned exclusions, the following services are not covered by this Section:

i. Assistance if the vehicle can be driven to the nearest workshop;
ii. Assistance if the Vehicle is not at road level , on lose or unsurfaced ground, in sand, in the sea in water deeper than 20cm or any other place where a towing truck cannot enter;
iii. Assistance to any occupants of the **vehicle** who are hitchhikers being transported free of charge;
iv. The cost, transport or withdrawal of cooling fluids, lubricants or other substances that are necessary for the **vehicle**'s due operation;
v. The replacement of wheel rims;
vi. Expenses for opening doors other than by a locksmith service or other means of access to the

Vehicle;

vii. The cost, transport or removal of fuel, refrigerants, lubricants and other substances necessary for the functioning of the **vehicle**;

viii. In general, all consequences of any events caused directly or indirectly by **your** bad faith or that of the driver of the **vehicle** are excluded from coverage of the guarantees hereof;

ix. Any services agreed upon by **you** or the driver of the **vehicle** on **your** own account shall not be covered hereby if **we** or the **Company** is not previously notified or do not give their consent thereto;

x. **We** and the **Company** shall be released of all liability when it is unable to carry out any of the services specifically covered by this **Policy** owing to force majeure.

SECTION 7 - WISE PROTECT

This Section of the **Policy** is only operative if the **Limitations as to Use** in the **Schedule** are defined as Private Vehicle - Use for social, domestic and pleasure purposes and for **your** own business - and the cover provided by this **Policy** as stated in the **Schedule** is either Third Party Only or Third Party Fire & Theft.

We will pay **you** the benefit stated in the **Schedule** in the event of the total loss of **your vehicle** in order to compensate **you** for the inconvenience caused by having been deprived of **your vehicle** after the total loss.

For the purposes of this Section only, **your vehicle** will be considered to be a total loss if the cost of repairs following loss or damage exceeds 60% of its current **market value** but only within 12 months of **you** purchasing **your vehicle** new in **Malta**. Otherwise, it will be considered to be a total loss if the cost of repairs following loss or damage exceeds 75% of its current **market value**.

We will only pay the benefit to **you** if **you** purchase another vehicle to replace the one that was subject to the total loss and **you** insure it with **us**.

Any such payment will not affect **your** entitlement to **no claim discount** if this is the only benefit **you claim** under the **Policy**.

Once **you** confirm that **you** will be doing so, **we** will credit the benefit to **your** account with **us** and the premium and other charges due on the new policy will be paid from this account. Any remaining balance in **your** favour will then be paid to **you**.

What is NOT covered under this SECTION (see also GENERAL EXCLUSIONS)

This **Policy** does not provide cover for:

i. the amount of **excess** (if any) shown in the **Schedule**;

ii. loss of use of **your vehicle** or other indirect costs when it is damaged or stolen;

iii. loss resulting from deception;

iv. depreciation, wear and tear, deterioration, any loss or damage which happens or diminution in value including any loss of value after **your vehicle** has been repaired following an accident;

v. loss or damage caused by pressure waves from the aircraft or other objects in the sky travelling at sonic or supersonic speeds;

vi. loss or damage arising out of or as a consequence of earthquake, volcanic eruption, subterranean fire or any such convulsion of nature;

vii. deliberate damage by any person described in the **Schedule**;

viii. loss arising from **your vehicle** being removed, detained or confiscated as result of a road traffic or vehicle licensing offence;

ix. theft or attempted theft whilst **your vehicle**('s):

- is unlocked;

- windows are open;
- sun roof is left open or unlocked;
- removable roof panel is not attached and locked;
- convertible roof or hood is not secured and locked;
- ignition keys or devices used to gain entry or to operate **your vehicle** have been left in or on **your vehicle** or unsecured and/or unattended without proper precautions having been taken;
- has been left unattended with the engine running when there is no-one in it;

unless in a locked **private garage;**

x. loss or damage to **your vehicle** arising from the wrong or contaminated fuel, inappropriate type or grade of fuel being used;
xi. loss or damage while **your vehicle** is being driven by or is in the charge of any person for the purposes of being driven, who is not described in the **Schedule**;
xii. mechanical, electrical, electronic or computer failures, breakdowns or breakages;
xiii. damage to tyres by punctures, cuts or bursts, or caused by the application of brakes.
xiv. **claims** in respect of which there is another policy in force covering own damage.
xv. loss or damage to any trailer, caravan or mechanically disabled vehicle attached to **your vehicle** or to any property being carried in or on them;
xvi. loss or damage caused by overloading or strain;
xvii. loss of road licence
xviii. loss or damage arising from or in consequence of water freezing in the cooling circulation system of **your** motor **vehicle**;
xix. loss or damage arising from the use of **your vehicle**, or machinery attached to it, as a **tool of trade**.
xx. loss or damage which can be traced back to construction or material defects of the manufacturer;
xxi. loss or damage caused by chemical reactions such as oxidation;
xxii. deep discharge or overcharge of the battery.

SECTION 8 - ADDITIONAL COVER FOR DAMAGE TO YOUR VEHICLE

This Section of the **Policy** is only operative if the **Limitations as to Use** in the **Schedule** are defined as Private Vehicle - Use for social, domestic and pleasure purposes and for **your** own business - and the cover provided by this **Policy** as stated in the **Schedule** is Third Party Fire & Theft.

We will cover **you** for loss of or damage to **your vehicle,** including its **accessories** and spare parts, caused by Storm, Tempest, Flood and Hail up to the limit stated in the **Schedule** as long as this does not exceed **your vehicle**'s **market value**. It is agreed that in the event of a dispute over the **market value** of **your vehicle**, it will be solely **your** responsibility to prove that the **market value** at the time of the loss was higher than that established by **us**.

At **our** own option, **we** may repair, reinstate or replace **your vehicle** or any part of it or its **accessories** or spare parts or may pay the amount of loss or damage.

In the event of the cost of repairs to **your vehicle** exceeding its current **market value, we** will settle **your claim** by payment of **your vehicle**'s **market value**. In such event **we** may at **our** option take possession and ownership of **your vehicle** and dispose of it and retain its salvage value.

What is NOT covered under this Section (see also GENERAL EXCLUSIONS):

This **Policy** does not provide cover for:

i. loss or damage caused by frost;
ii. loss or damage caused by normal action of the sea or inundation from the sea whether resulting from storm or tempest or otherwise;
iii. loss of use of **your vehicle** or other indirect costs following the loss or damage;
iv. loss resulting from deception;

v. depreciation, wear and tear, deterioration, any loss or damage which happens gradually or diminution in value including any loss of value after **your vehicle** has been repaired following the loss or damage;
vi. deliberate damage by any person described in the **Schedule**;
vii. loss arising from **your vehicle** being removed, detained or confiscated as a result of a road traffic or vehicle licensing offence.
viii. any part of a repair or replacement which improves **your vehicle** beyond its condition before the loss or damage took place;
ix. loss or damage to any trailer, caravan or mechanically disabled vehicle attached to **your vehicle** or to any property being carried in or on them;
x. storage costs incurred while **the vehicle** is awaiting the commencement of repairs;
xi. loss or damage caused by overloading or strain;
xii. mechanical, electrical, electronic or computer failures or malfunction, breakdowns or breakages;
xiii. loss of road licence;
xiv. loss or damage arising from or in consequence of water freezing in the cooling circulation system of **your vehicle**;
xv. any additional costs to repair **your vehicle** outside **Malta** including but not limited to transportation and increased repair costs.

GENERAL EXCLUSIONS
THESE GENERAL EXLCUSIONS APPLY TO ALL SECTIONS OF THE POLICY

We shall not be liable in respect of:

i. Any accident, injury, loss, damage or liability occurring while **your vehicle** insured by this **Policy** is used or driven:

a. outside the **territorial limits** other than in accordance with the provisions of the definition of **territorial limits** and of Section 5 (Use Outside **Malta**);
b. for any purpose not permitted by the **Schedule**;
c. by any person not described in the **Schedule**;
d. by **you** or any **authorised driver** who does not hold a **valid and appropriate licence** to drive **your vehicle** in accordance with the Laws of Malta, as may be amended from time to time;
e. by **you** or any **authorised driver** who at the time of driving is under the influence of alcohol or drugs other than drugs taken on proper medical advice and not for the treatment of drug addiction;
f. by **you** or any **authorised driver** whose licence has been revoked, suspended, or who has been disqualified or prevented by law from holding a licence; and
g. in circumstances not permitted by the terms and conditions of the licence.

Provided that if by reason of the circumstances mentioned in (b.), (c.), (d.), (e.), (f.) and (g.), **we** shall pay any sum in respect of the liability of any person in or towards the discharge of the liability covered under Section 1 (Liability to Others) of the **Policy** in accordance with the **legislation**, **we** will have the right to recover any sum so paid by **us** from that person.

ii. Any liability accepted under any agreement unless **you** would have been liable without the agreement.

iii. Any accident, injury, loss or damage (except under Section 1 (Liability to Others) and unless shown as applicable in the Scheduled (4.12) under Sections 2 (Fire & Theft Damage to your Vehicle) or 3 (Loss of or Damage to your Vehicle)) arising out of or as a consequence of earthquake, volcanic eruption, subterranean fire or any other such convulsion of nature.

iv. **Airside** use of **your vehicle** unless agreed otherwise by **Endorsement**.

v. Loss or damage caused by or resulting from rust, corrosion, wet or dry rot, mould, vermin, insects, fungus, deterioration or wear and tear, latent defects, the lack of or faulty maintenance, depreciation, atmospheric or climatic conditions, mildew, rising damp, the action of light, ingress of water, any

gradually operating cause, process of cleaning, washing, repair, alteration or restoration;

vi. Improper use of battery.

RADIOACTIVE CONTAMINATION

vii. Any loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:

a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
c. any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
d. pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.

NUCLEAR ENERGY RISKS

viii. Any loss damage liability or expense directly or indirectly caused by or contributed to by or arising from Nuclear Energy Risks.

For the purposes of this **Policy**, Nuclear Energy Risks shall mean:

a. all property on the site of a nuclear power station, nuclear reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station;
b. all property, on any site (including but not limited to the sites referred to in (a) above used or having been used for:
   a.the generation of nuclear energy; or
   b.the production, use or storage of nuclear material;
c. any other property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local pool and/or association;
d. the supply of goods and services to any of the sites, described in (a) to (c) above, unless such insurances or reinsurances shall exclude the perils of irradiation and contamination by nuclear material.

Nuclear Material means:
a. nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process fission outside a nuclear reactor, either alone or in combination with some other material; and
b. radioactive products or waste.

Radioactive Products or Waste means any radioactive material produced in, or any material made radioactive by exposure to the radiation to the production or utilisation of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural or industrial purpose.

Nuclear Installation means:
a. any nuclear reactor;
b. any factory using nuclear fuel for the production of nuclear material, any factory for the processing of nuclear material, including any factory for the reprocessing of irradiated nuclear fuel; and
c. any facility where nuclear material is stored, other than storage incidental to the carriage of such material.

Nuclear Reactor means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

Production, Use or Storage of Nuclear Material means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of nuclear material.

Property shall mean all land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all material of whatever description whether fixed or not.

High Radioactivity Zone or Area means:

a. for nuclear power stations and nuclear reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store, and

b. for non-reactor nuclear installations, any area where the level of radioactivity requires the provision of a biological shield.

WAR/CONFISCATION

ix. Any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following:

a. war, invasion, acts of foreign enemy, hostilities or warlike operations (whether war be declared or not),

b. civil war, military rising, insurrection, civil commotion assuming the proportions or amounting to an uprising, rebellion, revolution, military or usurped power, martial law or looting or pillaging in connection therewith,

c. confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public authority or any act or condition incident to any of the above.

If **we** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy**, the burden of proving the contrary shall be upon **you**.

RECOGNISED DATE

x. Any loss or damage directly caused by or liability arising from:

a. the failure of any electronic equipment to correctly recognise, accept, respond to or process any date or part of a date or any data or instruction;

b. the failure of any product, equipment or machinery containing, connected to or operated by means of a data processor chip, except for subsequent loss or subsequent liability covered by this **Policy**.

SANCTION LIMITATION AND EXCLUSION CLAUSE

xi. 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 that insurer 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.

CYBER RISKS CLARIFICATION

xii. The following are excluded from this **Policy**:

a. loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss or damage to data or software which is the direct consequence of insured physical damage to the substance of the property shall be covered.

b. loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

TERRORISM

xiii. **We** will not pay for loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion 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 or in connection with any organization(s) or government(s), committed for political, religious, ideological, or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

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

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured. In the event any portion of this endorsement is found to be invalid or enforceable, the remainder shall remain in full force and effect.

WORKMEN'S COMPENSATION

xiv. **We** will not pay for any liability of the Insured to pay compensation to an employee or to the legal personal representative or dependants of an employee by virtue of any workmen's compensation law.

CONTRACT OF SALE

xv. **We** shall not be liable for any accident loss or damage or liability caused sustained or incurred in connection with **your vehicle** in relation to which **you** have entered into any transaction by way of a contract of sale or purported contract of sale, except in so far as is necessary to comply with the **legislation**. This applies whether such transaction constitutes a valid contract of sale for **your vehicle** or would have constituted a valid contract of sale but for the failure to comply with the provisions of the Duty of Documents and Transfers Act 1993 and any amendments thereto.

GENERAL CONDITIONS

THESE GENERAL CONDITIONS APPLY TO ALL SECTIONS OF THE POLICY

1. INFORMATION GIVEN TO US

We will provide cover under this **Policy** only if the material facts **you** gave **us** when applying for insurance or when making a **claim**, either by speaking to **us** or in any document, is true as far as **you** know. **You** must ask all persons who are covered by this **Policy** any relevant questions **you** need to obtain this information.

It is a condition of this **Policy** that **you** inform **us** immediately if **you** become aware of any changes to **your** circumstances which may affect this insurance or any other material facts. Such facts could include but are not limited to:

- a change to the persons to be insured;
- a change of use of **your vehicle**;
- pending prosecutions, outstanding police enquiries, criminal convictions or charges for a criminal offence of any of the persons to be insured;
- **you** must also inform **us** immediately if the ownership of **your vehicle** changes as the protection offered by this **Policy** applies only for as long as **you** are the owner of the vehicle;
- any modification to **your vehicle;**

Failing to disclose any changes may result in **your Policy** becoming null and void and cover not being

operative.

2. FRAUD

If any **claim** or part of a **claim** is in any way made fraudulently or falsely, this **Policy** shall become void and any **claim** under it shall be forfeited.

3. CLAIMS - YOUR DUTIES

You or **your** legal representatives must:

a. give **us** notice as soon as reasonably possible but in no case not later than 20 days, of any accident, injury, loss or damage and send to **us** every letter or other information in **your** possession without delay, or **we** may refuse to pay the **claim** except as required under **legislation**; and
b. inform **us** immediately **you** become aware of any civil or criminal proceedings, inquest or fatal enquiry in connection with any event for which there may be liability under this **Policy** and send **us** immediately any correspondence or other documents **you** receive; and
c. co-operate with **us** fully, providing **us** with such assistance, documents and information as **we** may require.

No admission, offer, promise, repudiation, payment or agreement shall, except with **our** written consent, be made or given by or on behalf of **you** or any person covered under this **Policy**.

We shall be entitled to take over and conduct in **your** name or in the name of any person covered under this **Policy** the defence or settlement of any **claim** or to prosecute in **your** name or in the name of such person, for **our** own benefit, any **claim** for compensation or damages. **We** shall have full discretion in the conduct of any proceedings or in the settlement of any **claim**. **You** and such person must give **us** all the information and assistance **we** may require.

You must report theft or vandalism or any other criminal act which may give rise to a **claim** under this **Policy** immediately to the police and co-operate with **us** in securing the conviction of the offender. In the event of an accident **your vehicle** must not be left unattended without taking proper precautions to prevent further loss or damage. This includes not driving **your vehicle** if further loss or damage might be caused. Any such additional damage will not be covered by this **Policy**.

Where a **claim** is made against **you** for damages which **you** may be required to pay by law, it shall be presumed that **you** have agreed to the payment of the **claim**, if:

a. **we** have given written notice, by registered mail or judicial letter, to **you** or your legal representatives of **our** intention to settle the **claim**, and the amount of such payment; and
b. **you** or **your** legal representatives have not, within ten days of receipt of such notice, given written notice to **us** of **your** objection to such payment.

If any **claim** or part of a **claim** is in any way made fraudulently or falsely, this **Policy** shall become void and any **claim** under it shall be forfeited.

4. ROADWORTHINESS AND REASONABLE CARE

Your vehicle must be maintained in an efficient and roadworthy condition. **You** and any other person in charge of **your vehicle** must take all reasonable steps to protect it against loss or damage. When **your vehicle** is left unattended, its doors and windows must be fully closed and it must be kept locked with its keys removed. **You** must allow **us** free access to examine **your vehicle** at any reasonable time.

5. CONTRIBUTION OF OTHER INSURANCES

If any loss, damage or liability which **you** are claiming for under this **Policy** is covered by any other insurance, **we** will pay only **our** share of that **claim**.

6. CANCELLATION

a. **We** may cancel this **Policy** by sending **you** a registered letter giving **you** 7 days' notice to **your** last known address. The effective **Certificate of Motor Insurance** remains **our** property and must be returned in accordance with the **legislation**. **We** will refund the appropriate proportion of **your** premium calculated from the date **we** receive the effective **Certificate of Motor Insurance**;
b. **You** may cancel this **Policy** as long as **you** are able to present evidence that **your vehicle** has been transferred to a new owner, or insured by another insurer, or else that the vehicle has been registered as "garaged", "scrapped" or "exported" in accordance with any Transport Malta rules and regulations effective at the time of cancellation.
c. **You** may cancel this **Policy** by returning the effective **Certificate of Motor Insurance** to **us**. Any refund of premium will be calculated from the date **we** receive the effective **Certificate of Motor Insurance**. Provided no **claim** or loss has arisen in the current **period of insurance**, **we** will return part of the premium after applying **our** cancellation rates indicated on **our** website or available on request for the period the **Policy** has been in force;
d. If **you** have purchased the **Policy** from **our** website and are not entirely satisfied with the protection provided, **you** have a right to cancel the said **Policy** within 14 days of the date of issue or receipt of the terms and conditions, provided **you** would not have lodged a **claim** under the **Policy**. **We** will refund **you** the **Policy** premium **you** have paid but not the government stamp duty. Notification in writing together with the **Policy Schedule** and **Certificate of Motor Insurance** must be mailed to **us**.

7. VEHICLE SHARING AND INSURANCE

The acceptance of contributions as part of a vehicle sharing agreement in respect of the carriage of passengers for social or other similar purposes will not be regarded as the carriage of passengers for hire or reward or use of **your vehicle** for hiring provided that:
a. **your vehicle** is not constructed or adapted to carry more than eight seated passengers (excluding the driver);
b. the passengers are not being carried in the course of a business involved specifically for the carriage of passengers;
c. the total contributions received for the journey concerned do not involve an element of profit.

8. ARBITRATION

If **we** disagree about the amount to be paid under this **Policy** (liability being otherwise admitted), **you** and **we** have the right to refer to arbitration. The arbitration will be carried out in accordance with the Arbitration Act (Chapter 387 of the Laws of Malta) and the Arbitration Rules as may be amended or replaced from time to time. There shall be one arbitrator who shall be appointed by the Malta Arbitration Centre. The arbitration will be conducted in **Malta**. The award shall be final and binding.

The making of an award is a condition precedent to any right of action against **us**.

9. MALTESE JURISDICTION CLAUSE

The cover provided under Section 1 (Liability to Others) of this **Policy**, shall apply only to judgements, decisions or orders that are delivered by or obtained from a Court in **Malta** or a **designated state**. It shall not apply to judgements, decisions or orders, whatever the judgement, decision or order may be called, obtained from a court or other tribunal in a **third country.** Furthermore, the indemnity provided herein shall not apply to a judgement or order obtained in **Malta** or in a **designated state** for the enforcement

of a judgement, decision or order obtained in a **third country** or to costs and expenses of litigation recovered by any claimant from **you**, which costs and expenses of litigation are not incurred in **Malta** or in a **designated state**.

10. AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

If **we** are obliged by the law of any country to make a payment for which **we** would not otherwise be liable under the **Policy**, **you** or any other person covered under the **Policy** shall repay the amount of such payment to **us**.

11. CONTRACT CLAUSE

This contract of insurance is a **Maltese** contract and is governed by and according to Maltese Law and, except for disputes regarding the amount to be paid under this **Policy** in terms of the clause entitled "Arbitration", subject to the exclusive jurisdiction of the Maltese Courts.

12. DIRECT RIGHT OF ACTION

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

OUR COMPLAINTS PROCEDURE

We are committed to providing good quality services. **We** recognise that a client may not be satisfied with the service provided. To deal with this **we** have a complaints procedure. For the sake of clarification, a complaint is broadly defined as being a written expression of dissatisfaction with services that **we** provide or actions **we** have taken that require a response.

HOW TO COMPLAIN

STEP 1 – CONTACTING US

The first step is to talk to a member of **our** personnel or of the intermediary if the **Policy** was arranged through one. This can be done informally either directly or by telephone.

Usually the best person to talk to will be the person who dealt with the matter **you** are concerned about as they will be in the best position to help **you** promptly and to put things right. If they are not available or **you** would prefer to approach someone else, then address the matter to the manager or senior person responsible. **We** will seek to resolve the problem immediately. If **we** cannot do this, then **we** will take a record of the concern and arrange the best way and time for getting back to **you**. This will normally be within two working days.

STEP 2 – TAKING THE COMPLAINT FURTHER

If **you** are still unhappy the next step is to put the complaint in writing, addressing it to Complaints Officer, Mapfre Middlesea plc, Middle Sea House, Floriana FRN 1442 or via e-mail on compofficer@middlesea.com. **Your** communication should set out the details, explain what **you** think went wrong and what **you** feel would put things right. If **you** are not happy about writing a letter, **you** can always ask a member of **our Company** to take notes of the complaint which **you** will then be asked to sign. **You** will be provided with a copy for **your** own reference. This record will be passed promptly to the Complaints Officer to deal with.

Once the Complaints Officer receives a written complaint, it shall be fully investigated. The complaint will be acknowledged in writing within five working days of receiving it and the letter will state when **you** can expect a full response. This should normally be within fifteen working days unless the matter is very complicated such as where other organisations need to be contacted. Where this is the case **we** will still let **you** know what action is being taken and will inform **you** when **we** expect to provide a full response.

TAKING YOUR COMPLAINT ELSEWHERE

If **you** are still not satisfied with the Complaints Officer's response, **you** can always seek advice elsewhere. **You** may contact:

Office of the Arbiter for Financial Services
N/S in Regional Road,
Msida MSD 1920
Malta
Telephone: 8007 2366 or 21249245
E-mail: complaint.info@financialarbiter.org.mt
Website: www.financialarbiter.org.mt

The Office of the Arbiter will expect that **you** have a final reply to **your** complaint from **us** before approaching them.

Mapfre Middlesea p.l.c. (C-5553) is authorised by the Malta Financial Services Authority (MFSA) to carry on both Long Term and General Business under the Insurance Business Act. Mapfre Middlesea p.l.c. is regulated by the MFSA.

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