

# Homeplan Block Policy

APS Bank plc

**This Policy is underwritten by Atlas Insurance PCC Limited and Citadel Insurance p.l.c.  
for their respective co-insurance share**

Atlas Insurance PCC Limited is a cell company authorized under the Insurance Business Act 1998 to carry on general business and is regulated by the by the Malta Financial Services Authority. The non-cellular assets of the company may be used to meet losses incurred by the cell in excess of their assets.

Citadel Insurance p.l.c. is a company authorised under the Insurance Business Act 1998 to carry on general and long term business and is regulated by the Malta Financial Services Authority

# Homeplan Block Policy – The Contract of Insurance

This is the Homeplan Policy (Home Loan Block Policy Version). This Policy is a contract between the **Insured** and the **Insurers** which, as defined in this document, also indemnifies the **Joint Insured** referred to in the **Insurance Certificate** and named in the **Insurance Certificate** in respect of such **Joint Insured's** respective rights, interests and liabilities.

It has been agreed by the **Insured** that the basis of such contract is the proposal the **Joint Insured** has signed and the consideration for the contract is the premium shown on the **Schedule** paid by the **Insured** and/or by the **Joint Insured** to the **Insurers**.

The Policy consists of:

- the Policy wording and the **Schedule** issued to the **Insured**;
- the **Insurance Certificate** issued to the **Joint Insured**;
- any **Endorsement** added throughout the currency of the Policy.

The **Insurers** will, in the event of **fatal accident**, loss or damage happening during the **Period of Insurance**, provide insurance as described in the following pages for those sections the **Joint Insured** has chosen.

Please read this Policy to know what cover is provided. Any change in the details on proposal must be notified to the **Insurers** immediately. Failure to do so may invalidate the Policy.

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## General Definitions

If **We** explain what a word means, that word has the same meaning wherever it is used in the Policy **Schedule**, **Endorsements** or **Insurance Certificate**. These words are highlighted by the use of bold print and are written starting with a capital letter.

Other words may be explained elsewhere in the Policy **Schedule**, **Endorsements** or **Insurance Certificate**.

### Buildings

means the structure of the **Private Residence** shown in the **Insurance Certificate** including building owner's immovable fixtures, fittings (including aerials and satellite dishes), solar panels and interior decorations and the following if they form part of the property; oil and gas tanks, cesspits, permanent swimming pools and related equipment, tennis hard courts, patios, paths, drives, terraces, boundary and garden walls, gates, hedges, fences and railings, car ports, garages and **Outbuildings**.

Buildings also includes fitted furniture (inclusive of fitted appliances) and the **Joint Insured's** proportionate share of the common parts of an apartment block.

Buildings does not include land or water, lawns, plants, shrubs, trees, ornamental ponds, fountains or statues in the garden or yard/s. **But see Additional Benefit 18 of Section 1 – Buildings**

#### Outbuildings

are

- sheds;
- greenhouses;
- guests' quarters
- other buildings;

which do not form part of the structure of the main building of the **Private Residence** and are used or occupied for domestic purposes.

### Business Use

means use of the **Private Residence** or any part of it in connection with any business (including letting), trade, profession or employment.

### Communicable Disease

means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

For the purposes of Section 4 – Personal Liability, Communicable Disease shall not include

- Legionellosis; and
- Illness sustained by any person resulting directly from foreign or injurious matter in food or drink sold, supplied and/or provided from the **Private Residence** provided always that such illness is not an epidemic or pandemic disease declared by the World Health Organisation or any other competent authority.

### Contents

means the following items:

- household goods including interior immovable fixtures, fittings and interior decorations;
- **Personal Effects**;
- **Valuables**;
- **Money**

provided that

- they belong to the **Family** or the **Family** is legally responsible for them (but only to the extent of the **Family's** financial liability to the owner); and
- they are mainly used for private domestic purposes.

The following items are not included:

- Vehicles and Craft;**
- Building owners' immovable fixtures, fittings and interior decorations;
- Property more specifically insured by any other insurance or section of this Policy;
- Living things (but house-plants are covered);
- Property primarily used for business, trade, professional or employment purposes;
- Aerials including satellite dish aerials and their fittings and masts;
- Fixed swimming pool equipment and machinery;
- Documents (other than as shown in **Additional Benefit 20 of Section 2 – Contents**) and lottery or raffle tickets;
- Fitted furniture (inclusive of fitted appliances).

### **Domestic Staff**

means a person employed to carry out domestic duties associated with the **Private Residence** and not employed by the **Family** in any capacity in connection with any business, trade, profession or employment.

### **Endorsement**

means any change to the terms of the Policy.

### **Europe**

means the European Union plus Andorra, Liechtenstein, San Marino, Monaco, Iceland, Switzerland, Norway and the United Kingdom.

### **Family**

means the **Joint Insured** and each member of the **Joint Insured's** family (including a domestic partner and foster children) normally residing in the **Private Residence**.

### **Fatal Accident**

means identifiable death caused solely and directly by sudden, unexpected, violent, external and visible means which directly results within 12 months of its occurrence in death.

### **In the Course of Construction and/or Alteration**

means that the buildings are

- still being built or completed or
  - undergoing structural or major decorative works
- and they consequently do not possess the normal characteristics of a residence in so far as
- exposure to the risks of storm, flood and theft;
  - potential liability arising from the ownership/occupation of the property

### **Incident Excess**

means

- the first €50 of each and every loss;
- the first €125 of each and every loss when the **Private Residence** is **Unoccupied** for more than 90 days;
- in respect of the following items specifically insured under Section 3 – Personal Belongings:
  - the first €35 of each and every loss for any mobile phones and any other handheld equipment including tablets, laptops and their related accessories;
  - the first €50 of each and every loss for any mobile phones and any other handheld equipment including tablets laptops and their related accessories if cover applies anywhere in the world

unless changed in any Section or by **Endorsement**.

The **Incident Excess** applies solely where specifically stated in the Policy.

### **Insurance Certificate**

means the most recently updated insurance certificate issued to the **Joint Insured** including any attached Specification/s and indicates

- the sections chosen;
- the sums **Insured**/main monetary limits;

- any special terms (**Endorsements**) that may apply to the **Joint Insured's** cover;
- other relevant details.

#### **Insured**

means APS Bank p.l.c.

#### **Jewellery**

means articles of gold, silver or other precious metals and/or precious stones intended for the ornamentation of the person or to be worn.

#### **Joint Insured**

means the Mortgagor and/or the Guarantor.

#### **Malta**

means the Republic of Malta.

#### **Money**

means coins and bank notes in current use, cheques, postal orders and money orders, bearer bonds, saving stamps and certificates, stamps in current use, travel tickets, petrol coupons, record tokens, book tokens or other tokens, phone cards, pre-booked entertainment and event tickets, luncheon vouchers, trading stamps, deeds, bills of exchange and travellers' cheques.

#### **Period of Insurance**

means the period from the **Risk Inception Date** to the **Risk Expiry Date**.

#### **Personal Effects**

means

- clothes and other articles of personal use worn or carried by **You**;
- portable audio and audio-visual equipment, photographic equipment, telescopes, binoculars, portable computer equipment, mobile phones, and any accessories of such items;
- **Sports Equipment**.

Personal Effects do not include **Valuables** and **Money**.

#### **Private Residence**

means the self-contained property shown in the **Insurance Certificate** including its domestic garages and **Outbuildings** if they form part of the property at the same address.

A garage which communicates with the main building is deemed to be at the same address even if it has a different postal address but a garage that is on a nearby site is deemed to form part of the private residence only if stated in the **Insurance Certificate**. A private residence may, if so described in the **Insurance Certificate**, be limited to a domestic garage.

Unless otherwise stated by **Endorsement**, the **Private Residence**, must be

- built of brick, stone or concrete and roofed with stone, slate, tile, asphalt, metal or concrete and
- used solely by the **Family** for private residential purposes excluding any form of **Business Use**.

#### **Schedule**

means the most recently updated Schedule issued to the **Insured** which shows general details of this insurance.

#### **Specific Dog Breeds**

means any dog that is, or is crossed with any of the following breeds:

American Bandogge / Bandogge Mastiff, American Pit Bull Terriers, American Staffordshire Bull Terriers, Australian Dingo, Boerboel, Bully Kitta, Canary Dogs (also known as Perro de Presa Canarios / Presa Canarios), Cane Corsos, Czechoslovakian Wolfdogs, Dogo Argentino, Dogue Brasileros, Irish Staffordshire Bull Terriers, Korean Jindo, Northern Inuit Dogs, Pit Bull Mastiff, Racing (non-retired) Greyhounds, Sarloos Wolfhounds, Utonagan, Wolf Hybrids, or any other dog that is bred to have the physical and behavioural characteristics of a fighting dog.

#### **Sports Equipment**

means clothes and other articles of personal use used as tools for the performance of amateur sports including pedal cycles.

### Terrorism

means the use of force or violence and/or the threat thereof by any person or group 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.

### Unattended

means when the **Family** is

- not in full view of; and
- not in a position to prevent unauthorised interference with their property or vehicle.

### Unfurnished

means when the **Private Residence** is not furnished enough to be normally lived in.

### Unoccupied

means when a **Private Residence** is not being normally lived in by the **Family** or by anyone else with the **Family's** permission for 90 consecutive days or more or for the period of consecutive days (or more) shown on the **Insurance Certificate** or by **Endorsement**.

### Us/We/Our/Company/Insurers

means

Atlas Insurance PCC Limited of 47-50 Ta' Xbiex Sea Front, Ta' Xbiex XBX 1021 (hereinafter referred to as <b>Atlas</b> ) <i>The non-cellular assets of the company may be used to meet losses incurred by the cell in excess of their assets</i>	80% share of risk (leaders)
Citadel Insurance p.l.c. of Casa Borgo, 26 Market Street, Floriana FRN 1082	20% share of risk (co-insurers)

Provided that the Liability of each of the Insurers individually in respect of any one claim under this Policy shall be limited to the proportion set against its name or such other proportion as may be substituted therefor by memo hereon as attached hereto signed by or on behalf of the Insurers.

The technical and administrative lead of the Policy is assigned to the Leader, which is acknowledged by both the Co-Insurers and the Insured as the Leading Insurer who will retain a 10% handling fee from all proportionate premiums due to the Co-insurers.

Atlas as the Leader is authorised:

1. to accept advice and declarations of intent from the **Insured** on behalf of the Insurers;
2. to authorise all **Insurance Certificates** and any related endorsements issued under this Policy on behalf of the Insurers.

All advice and declarations are deemed to have been received by the Insurers as soon as they have received by the Leader.

Citadel Insurance p.l.c. (the Co-Insurers) acknowledges all decisions taken by the Leader as being binding upon them as well. However, this does not apply to any extension of the **Block Policy Contract Period**, alterations in premium rates or the amendment of provisions governing termination (e.g. delays of notice of cancellation).

It is understood that the following automatic commitments are undertaken by the Co-Insurers without need for notice prior to such commitment being effective:

- a. The Co-insurers hereby agree severally to follow Atlas (the Leader) in regard to changes in amounts originally insured at inception and/or renewal of this policy or any **Insurance Certificate** issued thereunder, being related to new, revised or renewed property insured under this Master Policy, provided that such changes do not involve an increase in Sum Insured in excess of €2,000,000 any one **Buildings** Sum Insured or €250,000 in respect of **Contents** and/or Personal Belongings Sum Insured related to any one property.
- b. Co-insurers hereby agree severally to follow **Atlas** in regard to settlement of claims provided such claims are not in excess of € 25,000.

In respect of a. above this commitment to follow shall also relate to any new or additional terms, conditions and survey requirements which the Leader may choose to impose.

### Valuables

means **Jewellery**; other articles of gold, silver or other precious metals watches; furs; pictures, paintings and other works of art; collections of stamps, coins and medals.

## **Vehicles and Craft**

means any

- electrically or mechanically propelled or assisted vehicles, whether designed for adults or children, including:
  - cars, motorcycles, quad bikes, bicycles and scooters;
  - trailers, carts, wagons, caravans and horse boxes;
  - parts, spares and accessories (including keys and key fobs) for any of the items described in the above two bullets;
- aircraft (including drones, gliders and hang gliders);
- boats, hovercraft and any other type of craft designed to be used in or on water including hand or foot propelled craft, sailboards and windsurfers.

The following items are not included in this definition and shall be referred to as **Domestic Vehicles**:

- Ride-on lawn mowers;
- Wheelchairs, mobility scooters and invalid carriages, provided they are not designed to exceed a speed of 6 kilometres per hour;
- Electrically assisted pedal cycles having an electric motor with an output of less than 250 watts and designed to travel at less than 25 kilometres per hour;
- Children's
  - toy cars,
  - toy motorcycles,
  - toy quad bikes and
  - similar toys,all of which are designed not to exceed a speed of 4 kilometres per hour.

## **You/Your**

means the **Insured** mentioned in the Schedule and/or the **Joint Insured** mentioned in the **Insurance Certificate**.



# Layout of Each Section – How to read the Policy

This Policy is designed to help understand the extent of cover provided. These headings appear on many of the pages:

<b>What is covered</b> These sections are printed on a white background and give detailed information on the insurance provided.	<b>What is not covered (specific exclusions)</b> These sections, shown on this shaded background, show what is not included in the scope of the Policy.
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There are also a set of General Exclusions applying to the whole Policy on page 13.

To help further **We** have included some explanatory notes in the Policy. **These are printed on a shaded background.**

# General Conditions

## These conditions apply throughout the Policy.

Any party insured by this Policy must comply with the following conditions to have the full protection of the Policy. If these conditions are not complied with, **We** may, at **Our** option, cancel the Policy or refuse to deal with any claim.

### 1. Keeping sums Insured at the correct level

At all times the sums insured must be kept at a level which represents the **Full Value** of the property insured.

Full Value means:

- for the **Buildings**: the estimated cost of rebuilding if the **Buildings** were destroyed;  
**This is not necessarily the market value**
- in the case of **Buildings** which are **In the course of Construction and/or Alteration** the **Buildings** sum Insured must represent the estimated completed value of the **Buildings**;
- for **Contents** and property insured under Section 3 – Personal Belongings: the current cost as new (other than clothes and household linen);
- for clothes and household linen: the current cost as new less an appropriate allowance for wear and tear.

### 2. Changes in Circumstances

**You** must notify **Atlas** as soon as possible in writing of any change which may affect this insurance and in particular

- any change of address;
- if the **Private Residence** will be **Unoccupied**;
- if the **Private Residence** will be **In the course of Construction and/or Alteration**.

**You** must also notify **Atlas** at renewal of the Policy if **You** have been declared bankrupt or have been convicted of or charged with but not yet tried for any offence other than driving convictions.

### 3. Contract Clause

This contract of insurance shall, for all effects and purposes, be deemed to be a **Maltese** contract and shall be governed by an according to Maltese law and subject to the exclusive jurisdiction of the **Maltese** Courts.

### 4. Maltese jurisdiction clause

The indemnity provided shall apply only to judgements, orders or awards that are delivered by or obtained from a **court** or in arbitration in **Malta**.

Furthermore, the indemnity shall not apply to a judgement, order or award obtained in **Malta** for the enforcement of a judgement obtained elsewhere.

The indemnity shall not apply to costs and expenses of litigation recovered by any claimant from **You** which costs and expenses of litigation are not incurred in **Malta**.

### 5. Change of interest

**We** shall not be bound by any passing of the interest of the **Joint Insured** other than by death or operation of the law.

### 6. Taking care of Your property

Any party insured by this Policy must take and cause to be taken all reasonable precautions to avoid injury, loss or damage and take and cause to be taken all practicable steps to safeguard all the property insured from loss or damage. The property must be maintained in good repair and if any defect in any property insured is discovered, it must be remedied as soon as possible.

During such time as the **Private Residence** is not being normally lived in with the **Joint Insured's** permission for a period of over 90 days

- such **Private Residence** must be visited and inspected internally at least once every 4 weeks by the **Family** or the **Family's** representative and
- the water supply at the **Private Residence** must be turned off at the main stop cock.

### 7. Block Policy Contract Period

a. This **Block Policy** shall be deemed effective for a **Block Policy Contract Period** as specified in the **Schedule** within which period individual **Certificates of Insurance** can be incepted by the **Insurers** which **Certificates** shall provide cover under this Policy for the duration of the **Period of Insurance** as noted in each **Insurance Certificate**.

The **Insured** cannot bind and renew cover on any property whether or not there exists insurable interest by the **Insured**. The cover on any property in which the **Insured** has insurable interest, by virtue of granting a loan to the **Joint Insured**, can only be accepted by **Us** by issuing an **Insurance Certificate**.

- b. Renewal of this **Block Policy** from the **Block Policy Renewal Date** shall occur automatically unless
  - i. **We** shall give 90 days' notice to the **Insured** of **Our** intention not to renew the Policy. (See General Condition 10)
  - ii. The **Insured** gives 90 days' notice to **Us** of its intention not to renew the Policy.In the event that **We** and or the **Insured** choose to exercise the above option it is understood that cover under the **Insurance Certificates** shall nevertheless carry on beyond the **Block Policy Expiry Date** until such time as the **Period of Insurance** of such certificates shall expire.
- c. Unless otherwise terminated as in clauses 8 (a) and (b) below, the insurance cover as specified by any **Insurance Certificate** thereon will be provided under this Policy during the **Period of Insurance** up to the next **Risk Expiry Date**. If, prior to the applicable **Risk Renewal Date**, **Atlas** shall receive
  - i. written risk renewal instructions from the **Insured**, or
  - ii. payment of the **Risk Renewal Premium** for the **Period of Insurance**, cover under the applicable **Insurance Certificate** shall be deemed renewed for an annual period from the respective **Risk Renewal Date**. Subject however that if (i) above applies, the **Insured** shall pay the premium for renewal to **Atlas** within 15 days of the end of the month of the relevant **Risk Renewal Date**.

## 8. Cancellation

- a. **We** shall have the right to cancel
  - i. this **Block Policy** and (at **Our** option) cover under any **Insurance Certificate** issued hereunder by giving 90 days' notice by registered mail to the address of the **Insured** shown on the **Schedule** in which case the **Insured** shall be entitled to receive a refund of premium for any unexpired **Period of Insurance**.
  - ii. cover under any **Insurance Certificate** in respect of a particular **Joint Insured** by giving 30 days' notice by registered mail to the address of the **Joint Insured** shown in the **Insurance certificate** copied to the **Insured** at the **Insured's** address as noted on the **Schedule** in which case the **Insured** shall be entitled to receive a refund of premium for any unexpired **Period of Insurance**.
- b. Any **Joint Insured** shall have the right to cancel cover under any **Insurance Certificate** by giving 30 days' notice by registered mail to **Atlas** copied to the **Insured** at the **Insured's** address as noted on the **Insurance Certificate**. It is agreed however that **We** will only effect such cancellation upon receipt of the **Insured's** written consent to such cancellation.

## 9. Arbitration

If **We** have accepted a claim under the policy and there is a disagreement over the amount to be paid to **You**, the dispute must be referred to an arbitrator to be appointed by mutual agreement between the parties in accordance with the provisions of the Arbitration Act 1996. When this happens the making of an award by the said arbitrator shall be a condition to any right of action against **Us**.

## 10. Long Term Agreement

The **Insured** undertakes to continue the insurance under this Policy for the duration of the **Long Term Agreement** period shown in the **Schedule**. This agreement also applies to any Policy or Policies issued in substitution of this Policy. In the event of the **Insured** breaking this agreement within the designated period, we shall be entitled to recover from the **Insured** an amount of 5% of the premium written during the **Long Term Agreement** period till the time the agreement was broken. It is however understood and agreed that at each **Block Policy Renewal Date** **We** may require amended Policy terms and conditions and if the **Insured** does not agree to such revisions and consequently does not renew this Policy this agreement shall lapse and no penalty will be sought from the **Insured** by **Us**. It is also understood that the sums insured and limits of liability may be varied to correspond with any alteration in the value of any property insured or limits required.

## 11. Rating

**We** have the right to alter the **Applicable Scheme Rates** payable in respect of this Policy provided that **We** give the **Insured** written notice at least 30 days before the **Policy Renewal Date**. However in the case of those **Insurance Certificates** pertaining to the risks which would not have expired, such notice will be given 30 days prior to **Risk Renewal Date**.

## 12. Insured's Interest

In the event of a claim the **Insured** and/or **Joint Insured** is to claim directly with **Atlas** and the processing and settlement is done by the same. When settlement is to be effected, due consideration is to be given in view of interest of the **Insured**.

In consequence of the above; without prejudice to **Our** right to recover from the **Joint Insured**, in the event of a claim where misrepresentation and/or non-disclosure by the **Joint Insured** is involved, **We** agree to pay the **Insured** (subject to the terms and conditions of this Policy) up to the amount of the **Insured's** interest at the time of the loss or the relevant **Sum Insured** whichever is the lesser of the two. This is also subject to the condition that the **Insured** would subrogate its rights on settlement of such claim.

# General Exclusions

**These exclusions show what is not covered under any section of the Policy.**

**1. Riot and civil commotion outside Malta**

**We** will not pay for any loss, damage or liability occasioned by or happening through riot or civil commotion outside Malta.

**2. Confiscation by customs officials**

**We** will not pay for any loss, damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities

**3. Sonic booms**

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

**4. Nuclear risks**

**We** will not pay for:

- a. loss or damage to any property or any loss or expense resulting or arising therefrom or any consequential loss;
- b. any legal liability;

directly or indirectly caused by or contributed to by or arising from:

- i. ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component.

**5. War risks and Terrorism**

**We** will not pay for any death, loss or destruction of or damage to property or any loss or expense resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature or any other cost or expenses of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of

- a. war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- b. **Terrorism** or any action taken in controlling, preventing or suppressing any acts of **Terrorism** or in any way relating to any act of **Terrorism**.

**6. Property lost through deception or fraud**

**We** will not pay for losses where **Money** or other property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason or for losses where **Money** or property is lost by deception.

**7. Subsidence and the like**

**We** will not pay for loss or damage caused by subsidence, ground heave, settlement, shrinkage or landslide even if resulting from any Cause under Section 1 – Buildings or Section 2 – Contents.

**8. Date Change**

**We** will not pay for death, loss or destruction of or damage to any property or any loss or expense resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by, contributed to by, consisting of or arising from the failure or inability of any:

- a. computer or auxiliary equipment;
- b. computer systems, software program or spreadsheet;
- c. data processing equipment, media or auxiliary equipment;
- d. microchip integrated circuit or similar device;
- e. telecommunications equipment or systems;
- f. any other systems for processing, storing, transmitting, retaining or returning data; whether the property of the **Family** or not and occurring before, during or after the year 2000 to:
  - i. correctly recognise any date as its true calendar data or its true value;
  - ii. capture, save or retain and/or correctly manipulate, interpret, transmit, return or process any date or information or command or instruction as a result of treating any data otherwise than its true calendar date or its true value;

iii. capture, save, retain or correctly process any data as a result of the operation of any command or logic which has been programmed or incorporated into anything stated in a. to f. above being a command or logic which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date; but this General Exclusion shall not exclude subsequent loss or destruction of or damage to property insured not otherwise excluded which itself results from Causes 1-11 under Section 1 – Buildings or Section 2 – Contents arising under the following Sections if provided by this Policy:

- Section 1 – Buildings;
- Section 2 – Contents;
- Section 3 – Personal Belongings.

## 9. Hazardous Materials

**We** will not pay for:

- a. loss or damage to any property or any loss or expense resulting or arising therefrom or any consequential loss;
- b. any legal liability;

directly or indirectly caused by or contributed to by or arising from the use, manufacture, storage, filling, breaking down or transport of high explosives including pyrotechnic materials in or about the **Private Residence**.

## 10. Pollution/Contamination

**We** will not pay for loss, damage, liability or bodily injury arising directly or indirectly from pollution or contamination unless caused by a sudden and unforeseen and identifiable incident.

## 11. Sanction Clause

**We** will not pay for any claim or 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, probation 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.

## 12. Other

**We** will not pay for:

- a. depreciation in value of **Money** or of other property or any consequential loss (including reduced value after items have been repaired or replaced);
- b. the cost of routine maintenance and decoration;
- c. destruction, damage, liability or injury occurring before the cover under any **Insurance Certificate**;
- d.
  - i. legal liability arising directly or indirectly from and/or
  - ii. damage or contamination to computers or computer equipment by:
    - erasure or distortion of data;
    - accidental erasure or mislaying or misfiling of documents or records;
    - viruses and similar mechanisms or hacking;
- e. Loss or damage
  - i. caused by or consisting of faulty design/materials/workmanship (not applicable to Additional Benefit 19 to Section 1 – Buildings);
  - ii. caused by or consisting of mechanical or electrical breakdown, derangement or failure (other than under Additional Benefit 19 to Section 1 – Buildings);
  - iii. caused by or in the process of dyeing or washing, cleaning, maintaining, repairing, restoring, altering, setting up or dismantling;
  - iv. caused by or consisting of deterioration, wear and tear, vermin, insects, fungus, rot, climatic or atmospheric conditions, the action of light or any gradually operating cause (not applicable to Additional Benefit 19 to Section 1 – Buildings);
  - v. caused deliberately by the **Family**.

## Claims Conditions

Any party insured by this Policy must comply with the following conditions to have the full protection of the Policy. If these are not complied with, **We** may, at **Our** option, cancel the Policy or refuse to deal with any claim.

The first thing that must be done if property is lost or if theft or malicious damage is suspected, the police must immediately be informed and a crime or lost property report/reference number must be obtained.

**We recommend that the Policy cover is checked to ensure if the loss or damage is covered – This booklet shows details of what is covered and how claims are settled.**

### Remember to always immediately:

- tell **Atlas**; phone **Atlas** on 23 43 53 81
- take all reasonable steps to recover missing property;
- take all reasonable steps to prevent further loss, damage or injury (this includes immediate notification to any firm issuing credit cards, cash cards and the like).

**By calling the above number Atlas will take details of the loss and where necessary arrange for someone to call or contact You by phone as soon as possible to discuss the claim. This person may be one of Atlas' own claims staff or an independent assessor.**

### What must be done after making a claim:

- send to **Atlas** immediately any writ or summons or any other court document and, as soon as possible, any letter, claim or other document without acknowledgment;
- send written details of the claim to **Atlas** as soon as possible but not later than 60 days;
- supply at **Your** own expense all reports, certificates, plans, specifications, evidence (including receipts), information and assistance that **Atlas** may require.

### What must NOT be done:

- never admit or deny any claim made by someone else or make any agreement with them;
- property may not be abandoned to **Us**.

### Our rights:

**We** are entitled to:

- take over and conduct in the name of any party insured by the Policy, the defence or settlement of any legal action;
- take proceedings at **Our** own expense and for **Our** own benefit, but in the name of any party insured by the Policy, to recover any amount **We** have paid or may pay under the Policy to anyone;
- receive all necessary information and assistance from **You** and any other person insured by this Policy;
- enter any building where loss or damage has occurred and deal with any salvage in a reasonable manner;
- pay all amounts under this Policy to the **Insured**:
  - for its own benefit; or
  - as an agent for any other party insured under this Policyand the **Insured's** receipt shall discharge us;
- have post-mortem examinations carried out in the event of claims relating to death.

### Fraud

Any party insured by the Policy must not act in a fraudulent manner.

If any party insured or anyone acting on their behalf

- makes a claim under this Policy knowing the claim to be false or fraudulently inflated in any respect; or
- makes a statement in support of a claim knowing the statement to be false in any respect or submit a document in support of a claim knowing the document to be forged or false in any respect; or
- makes a claim in respect of any loss or damage caused by his or her wilful act or with his or her connivance;

then:

- **We** will not pay the claim;
- **We** shall not pay any other claim which has been or will be made under the Policy;
- **We** may at **Our** option declare the Policy void;
- **We** shall be entitled to recover the amount of any claim already paid under the Policy since the last renewal date;
- **We** shall not make any return premium; and
- **We** may inform the Police of the circumstances.

## How We settle claims

**We** will, at **Our** option, pay in cash the amount of the loss or damage or may repair, reinstate or replace the lost or damaged property.

Sums Insured or other limits will not be reduced by any claim except in the case of Section 3 – Personal Belongings and wherever limits are referred to as applicable in the **Period of Insurance** on the **Insurance Certificate**.

### 1. Matching sets, suites, carpets and parquet

An individual item of a matching set or suite of furniture, sanitaryware, bathroom fittings or other articles (including **Valuables**) is regarded as a single item.

**We** will pay for individual lost or damaged items and for clearly definable areas of damage in sets or suites but **We** will not pay for unaffected companion pieces or undamaged parts of sets or suites even if matching replacements cannot be obtained.

Where carpeting or parquet is damaged beyond repair only the damaged part will be replaced and not undamaged carpet or parquet in adjoining areas.

### 2. Will a deduction be made for wear and tear?

Provided that:

- a. the sum insured represents the **Full Value** of the property; and
- b. the property has been maintained in good repair

then:

- i. for the **Buildings**: there will be no deduction if repair or reinstatement is actually carried out;
- ii. for the **Contents** (other than for clothes and household linen) and property insured under Section 3 – Personal Belongings: there will be no deduction provided repair, reinstatement or replacement is actually carried out;
- iii. for clothes and household linen: there will be a deduction to reflect wear and tear.

If provisos a. and b. above are not complied with there will be a deduction for wear and tear on any property.

### 3. Other insurance policies

If any liability, loss or damage is covered by any other insurance, **We** will not pay more than **Our** rateable proportion (not applicable to Section 5 – Fatal Accident Benefit).



## Section 1 – Buildings

### This Section is compulsory

#### What is the most We will pay?

We will not pay more in total than the **Buildings** Sum Insured shown in the **Insurance Certificate** for any one claim under Causes 1-11 and Additional Benefits 13, 14, 16, 17 and 19. We will pay, in addition, any amount due under Additional Benefits 12, 15 and 18.

If the **Buildings** Sum Insured is less than the **Full Value** (see General Condition 1 – Keeping sums insured at the correct level) the sum paid by **Us** will be limited to the same proportion as the **Buildings** Sum Insured bears to the **Full Value** of the property at the time of the incident leading to a claim.

We cannot pay any of the cost of extending or improving the **Buildings** beyond their condition as new.

What is covered	What is not covered (specific exclusions)
Loss or damage to the <b>Buildings</b> by the following Causes:	See also <b>General Exclusions</b>
<b>Causes</b>	
1. Fire, explosion, lightning, thunderbolt, earthquake, subterranean fire	
2. Smoke	
3. Storm or flood	3. a. The <b>Incident Excess</b> , however, such excess is increased to €500 in the event of loss or damage to rubble walls; b. Loss or damage caused to gates and fences unless the main structure of the <b>Buildings</b> is damaged at the same time; c. Loss or damage if the <b>Buildings</b> are <b>In the course of Construction and/or Alteration</b> .
4. Riot, civil commotion, strikes, labour and political disturbances.	
5. Malicious persons.	5. The <b>Incident Excess</b> .
6. Escape of water from i. a fixed: water installation, drainage installation, heating installation; ii. a washing machine or dishwasher. <b>We will also pay the necessary reasonable costs that are incurred in locating the source of the damage including the reinstatement of any wall, floor or ceiling removed or damaged during the search but</b> <b>We will not pay more than €750 in any one Period of Insurance.</b>	6. a. The <b>Incident Excess</b> ; b. Loss or damage to the installation or appliance including costs of locating the damage and all other costs related to their repair or replacement if caused by normal wear and tear or defect in construction or installation; c. Loss or damage while the <b>Private Residence</b> is <b>Unfurnished</b> .
7. Theft or attempted theft.	7. a. Loss or damage while the <b>Private Residence</b> is <b>Unfurnished</b> ; b. Loss or damage if the <b>Buildings</b> are <b>In the course of Construction and/or Alteration</b> .

<p>8. Collision or impact by:</p> <ul style="list-style-type: none"> <li>i. vehicles, aircraft or aerial devices or anything dropped from them;</li> <li>ii. animals</li> </ul>	<p>8.</p> <ul style="list-style-type: none"> <li>a. The <b>Incident Excess</b>;</li> <li>b. Loss of damage caused by pets.</li> </ul>
<p>9. Breakage or collapse of radio, television or satellite dish aerials and their fittings and masts.</p>	<p>9.</p> <ul style="list-style-type: none"> <li>a. The <b>Incident Excess</b>;</li> <li>b. Loss or damage to the aerial itself and its fittings and masts.</li> </ul>
<p>10. Escape of oil from a fixed heating installation including smoke and smudge damage by vaporisation due to a defective heating installation.</p> <p><b>We</b> will also pay the necessary reasonable costs that are incurred in locating the source of the damage including the reinstatement of any wall, floor or ceiling removed or damaged during the search but <b>We</b> will not pay more than €750 in any one <b>Period of Insurance</b>.</p>	<p>10.</p> <ul style="list-style-type: none"> <li>a. The <b>Incident Excess</b>;</li> <li>b. Loss or damage to the installation (including costs of locating the damage) if caused by normal wear and tear or defect in construction or installation;</li> <li>c. Loss or damage while the <b>Private Residence</b> is <b>Unfurnished</b></li> </ul>
<p>11. Falling trees, lamp posts, electricity, flag and telephone poles or any part of them.</p>	<p>11.</p> <ul style="list-style-type: none"> <li>a. The <b>Incident Excess</b>;</li> <li>b. Loss or damage to the trees, posts or poles themselves;</li> <li>c. Costs of removal if the fallen tree, pole or post has not caused damage to the <b>Buildings</b>.</li> </ul>
<p><b>Additional Benefits</b> The following Additional Benefits are included in this section:</p>	
<p><b>12. Debris removal and building fees</b> If there has been damage which is covered under this Section 1 – Buildings, <b>We</b> will pay for:</p> <ul style="list-style-type: none"> <li>i. the cost of clearing debris from the site or demolishing or shoring up the <b>Buildings</b>;</li> <li>ii. architects', surveyors', consulting engineers' and other fees which <b>You</b> have to pay to reinstate the <b>Buildings</b> but not for preparing any claim;</li> <li>iii. the additional cost of reinstating the <b>Buildings</b> that <b>You</b> have to pay to comply with building and government regulations and local authority bye-laws.</li> </ul> <p><b>Our</b> consent must be obtained before any work of this kind commences unless immediate action is required in the interests of safety.</p> <p><b>We</b> will not pay more than 10% of the Buildings Sum Insured for any one claim.</p>	<p>12.</p> <ul style="list-style-type: none"> <li>a. Costs of complying with government or local authority requirements if notice of these requirements has been served before the loss or damage;</li> <li>b. Costs which relate to undamaged parts of the <b>Buildings</b>.</li> </ul>
<p><b>13. Damage to services</b> Accidental damage to:</p> <ul style="list-style-type: none"> <li>i. cables;</li> <li>ii. drain inspection covers;</li> <li>iii. underground drains, pipes or tanks</li> </ul>	<p>13.</p> <ul style="list-style-type: none"> <li>a. The <b>Incident Excess</b>;</li> <li>b. Accidental damage resulting during repair or maintenance work to pipes and cables;</li> </ul>

<p>providing services to or from the <b>Buildings</b> and for which the <b>Joint Insured</b> is legally responsible.</p> <p><b>We</b> will also pay the necessary reasonable costs that are incurred in locating the source of the damage including the reinstatement of any wall, drive, fence or path removed or damages during the search but</p> <p><b>We</b> will not pay more than €750 in any one <b>Period of Insurance</b>.</p>	<p>c. Loss or damage if the <b>Buildings</b> are <b>In the course of construction and/or Alteration</b>.</p>
<p><b>14. Glass and sanitaryware</b> Accidental breakage of:</p> <ul style="list-style-type: none"> <li>i. fixed glass in windows, doors, fanlights, skylights, conservatories and verandahs, solar panel units and fixed ceramic hobs in fitted appliances;</li> <li>ii. fixed sanitaryware and bathroom fittings.</li> </ul>	<p>14.</p> <ul style="list-style-type: none"> <li>a. The <b>Incident Excess</b>;</li> <li>b. Loss or damage if the <b>Buildings</b> are <b>In the course of Construction and/or Alteration</b>;</li> <li>c. Loss or damage while the <b>Private Residence</b> is <b>Unfurnished</b>.</li> </ul>
<p><b>15. Loss of rent/alternative accommodation</b> While the <b>Private Residence</b> cannot be lived in because of loss or damage covered under this Section 1- Buildings, <b>We</b> will pay for:</p> <ul style="list-style-type: none"> <li>i. up to 2 years' ground rent which the <b>Joint Insured</b> has to pay;</li> <li>ii. the reasonable increased cost of similar alternative accommodation for the <b>Family</b> with our consent.</li> </ul> <p><b>We</b> also pay reasonable accommodation costs incurred with <b>Our</b> consent if civil authorities do not let the <b>Family</b> occupy the <b>Private Residence</b> following loss or damage to neighbouring property which would have been covered by this section had it happened to the <b>Buildings</b>.</p> <p><b>We</b> will not pay more than 15% of the <b>Buildings</b> Sum Insured for any one claim under this Additional Benefit.</p>	
<p><b>16. Purchaser's interest clause</b> If <b>You</b> have contracted to sell the <b>Buildings</b> at the time of a loss covered by this Section 1 – Buildings and the contract of sale is finalised prior to payment under the Policy, <b>We</b> will pay the purchaser for such loss or damage subject to:</p> <ul style="list-style-type: none"> <li>i. <b>Your</b> rights and liabilities and those of the <b>Company</b> not being affected;</li> <li>ii. the amount payable being limited to the extent of the purchaser's financial interest or the Buildings Sum Insured which is the lower amount;</li> <li>iii. there not being any other insurance on the <b>Buildings</b>.</li> </ul>	
<p><b>17. Emergency entry</b> Loss or damage to the <b>Buildings</b> caused when the fire, police or ambulance service have to force an entry to the <b>Buildings</b> because of a medical emergency involving the <b>Family</b> or to prevent damage to the <b>Buildings</b>.</p>	
<p><b>18. Garden cover</b> Loss or damage to the lawns, plants, shrubs or trees and to fixed ornamental ponds, fountains or statues in</p>	<p>18.</p> <ul style="list-style-type: none"> <li>a. The <b>Incident Excess</b>;</li> <li>b. Flood damage to lawns;</li> </ul>

<p>the garden or yard/s within the boundaries of the <b>Private Residence</b> by Causes 1, 3, 4, 5, 7 and 8 above.</p> <p><b>We</b> will not pay more than €125 for any one plant, shrub or tree and not more than €750 under this Additional Benefit in any one <b>Period of Insurance</b>.</p>	<ul style="list-style-type: none"> <li>c. Impact damage by garden machinery or any other vehicle used in the garden;</li> <li>d. Loss or damage by excessive rainfall or hail;</li> <li>e. Loss or damage caused by pets;</li> <li>f. Loss or damage if the <b>Buildings</b> are <b>In the course of Construction and/or Alteration</b>;</li> <li>g. Loss or damage by Causes 4, 5 and 7 while the <b>Private Residence</b> is <b>Unfurnished</b>.</li> </ul>
<p><b>19. Breakdown of air-conditioning equipment</b> Accidental mechanical or electrical breakdown of air-conditioning equipment permanently fixed onto the <b>Private Residence</b>.</p> <p>The most <b>We</b> will pay is €350 any one claim.</p>	<p>19.</p> <ul style="list-style-type: none"> <li>a. The <b>Incident Excess</b>;</li> <li>b. The rectification of faulty design, latent defects, poor workmanship or faulty materials;</li> <li>c. The direct effects of deterioration, wear and tear, vermin, insects, fungus, rot, climatic or atmospheric conditions, the action of light or any gradually operating cause;</li> <li>d. Loss or damage <ul style="list-style-type: none"> <li>i. for which a manufacturer or supplier is responsible;</li> <li>ii. if the equipment is more than five years old at time of loss or damage;</li> <li>iii. if annual maintenance is not carried out (the cost of such maintenance is not covered).</li> </ul> </li> </ul>

## Section 2 – Contents

**The Insurance Certificate will show if this section has been chosen.**

This Section will automatically become inoperative while the **Private Residence** is **In the Course of Construction and/or Alteration**.

### What is the most We will pay?

**We** will not pay more in total than the **Contents** Sum Insured shown in the **Insurance Certificate** for any one claim under Causes 1 to 11 and Additional Benefits 12 to 14, 17 to 25. In addition, **We** will pay any amounts due under Additional Benefits 15 and 16.

The following limits also apply:

- for any one **Valuable** unless individually specified in the **Contents** Specification: €2,500;
- for any one claim for **Valuables** overall Limit is €20,000 unless otherwise stated in the **Insurance Certificate** or by **Endorsement**;
- for **Money**: €600;

### See also limits in Additional Benefits

If the **Contents** Sum Insured combined with the Personal Belongings Sum Insured to Section 3 – Personal Belongings is less than the **Full Value** (see General Condition 1 – Keeping sums insured at the correct level), the sum paid by **Us** will be limited to the same proportion as the above mentioned sums insured bear to the **Full Value** of the property at the time of the incident leading to a claim.

**We** cannot pay any of the cost of extending or improving the **Contents** beyond their condition as new.

### Photograph Warranty

It is **Your** duty to ensure that photographs are available to identify items of **Valuables** exceeding €12,000 noted in the latest **Contents** Specification. Such photographs must be retained for safekeeping in a place other than where the property in question is kept. If such photographs are not produced at claim stage, **We** have the right to refuse paying any claim in respect of the property in question.

What is covered	What is not covered (specific exclusions)
Loss or damage to the <b>Contents</b> while they are inside the <b>Private Residence</b> by the following Causes:	<a href="#">See also General Exclusions</a>
<b>Causes</b>	
1. Fire, explosion, lightning, thunderbolt, earthquake, subterranean fire.	1. The <b>Incident Excess</b> in respect of loss or damage by lightning.
2. Smoke.	
3. Storm or flood.	3. <ol style="list-style-type: none"> <li>a. The <b>Incident Excess</b>;</li> <li>b. Loss or damage to <b>Contents</b> in the open except as provided by Additional Benefit 13 – Contents removed to the garden.</li> </ol>
4. Riot, civil commotion, strikes, labour and political disturbances.	4. Loss or damage while the <b>Private Residence</b> is <b>Unoccupied</b> .
5. Malicious persons.	5. Loss or damage while the <b>Private Residence</b> is <b>Unoccupied</b> .

<p>6. Escape of water from:</p> <ul style="list-style-type: none"> <li>a. a fixed: water installation, drainage installation, heating installation;</li> <li>b. a washing machine or dishwasher.</li> </ul>	<p>6.</p> <ul style="list-style-type: none"> <li>a. The <b>Incident Excess</b>;</li> <li>b. Loss or damage to the installation or appliance including all other costs related to their repair or replacement if caused by normal wear and tear or defect in construction or installation;</li> <li>c. Loss or damage while the <b>Private Residence</b> is <b>Unoccupied</b>.</li> </ul>
<p>7. Theft or attempted theft.</p>	<p>7. Loss or damage:</p> <ul style="list-style-type: none"> <li>a. to <b>Contents</b> in the open except as provided by additional Benefit 13 – Contents removed to the garden;</li> <li>b. if the <b>Private Residence</b> is occupied in whole or in part by anyone other than the <b>Family</b> unless theft is accompanied by forcible and violent entry into or exit from the <b>Private Residence</b>;</li> <li>c. to <b>Valuables</b> while the <b>Private Residence</b> is <b>Unoccupied</b> for more than 90 days.</li> </ul>
<p>8. Collision or impact by:</p> <ul style="list-style-type: none"> <li>a. vehicles, aircraft or aerial devices or anything dropped from them;</li> <li>b. animals.</li> </ul>	<p>8. Loss or damage caused by domestic pets.</p>
<p>9. Breakage or collapse of radio, television or satellite dish aerials and their fittings and masts.</p>	
<p>10. Escape of oil from a fixed heating installation including smoke and smudge damage by vapourisation due to a defective heating installation.</p>	<p>10.</p> <ul style="list-style-type: none"> <li>a. The <b>Incident Excess</b>;</li> <li>b. Loss or damage to the installation if caused by normal wear and tear or defect in construction or installation;</li> <li>c. Loss or damage while the <b>Private Residence</b> is <b>Unoccupied</b>.</li> </ul>
<p>11. Falling trees, lamp posts, electricity, flag and telephone poles or any part of them.</p>	<p>11. Costs of removal of the falling tree, post or pole.</p>
<p><b>Additional Benefits</b> The following Additional Benefits are included in this section:</p>	
<p>12. <b>Mirrors and glass</b> Accidental breakage of:</p> <ul style="list-style-type: none"> <li>a. mirrors other than hand mirrors;</li> <li>b. fixed glass in and glass tops of furniture;</li> <li>c. fixed ceramic hobs and ceramic tops of cookers;</li> <li>d. glass oven doors.</li> </ul>	<p>12.</p> <ul style="list-style-type: none"> <li>a. The <b>Incident Excess</b>;</li> <li>b. Loss or damage while the <b>Private Residence</b> is <b>Unoccupied</b>.</li> </ul>
<p>13. <b>Contents removed to the garden</b> Loss or damage to <b>Contents</b> while in the open within the boundaries of the land belonging to the <b>Private Residence</b>.</p> <p><b>We will not pay more than €500 for any one claim.</b></p>	<p>13.</p> <ul style="list-style-type: none"> <li>a. The <b>Incident Excess</b>;</li> <li>b. Loss or damage: <ul style="list-style-type: none"> <li>i. to <b>Valuables</b> or <b>Money</b>;</li> <li>ii. to plants, clothing and food;</li> <li>iii. during removals;</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>iv. to articles of china, glass, porcelain, earthenware or stone (or other articles of a similarly brittle material) while being handled or actively used;</li> <li>v. by chewing, scratching, tearing or fouling by domestic pets;</li> <li>vi. by fluctuations of electricity unless resulting from Causes 1-11 or from accidental causes outside the <b>Private Residence</b>;</li> <li>vii. while the <b>Private Residence</b> is <b>Unoccupied</b>.</li> </ul>
<p><b>14. Temporary removal to other locations</b> Loss or damage covered by Causes 1-11 to <b>Contents</b> while temporarily removed away from the <b>Private Residence</b> anywhere in <b>Malta</b>. <b>We</b> will not pay more than 10% of the <b>Contents</b> Sum Insured in any one claim.</p> <p><b>Limits in this section on Valuables still apply.</b></p>	<p>14. Loss or damage:</p> <ul style="list-style-type: none"> <li>a. by storm or flood property not contained within a building;</li> <li>b. to <b>Money</b>;</li> <li>c. in a furniture store, sales room or exhibition hall;</li> <li>d. from a caravan, mobile home or a motor home;</li> <li>e. during removals;</li> <li>f. by theft or attempted theft unless it involves: <ul style="list-style-type: none"> <li>i. theft from a bank safe deposit;</li> <li>ii. forcible and violent entry to or exit (including hold-up) from a building;</li> </ul> </li> </ul>
<p><b>15. Alternative accommodation</b> While the <b>Private Residence</b> cannot be lived in because of loss or damage covered by this Policy, <b>We</b> will pay for</p> <ul style="list-style-type: none"> <li>a. rent payable (other than ground rent) for which the <b>Joint Insured</b> is legally responsible;</li> <li>b. the reasonable increased cost of similar alternative accommodation for the <b>Family</b> with our consent</li> </ul> <p><b>We</b> will not pay more than 15% of the <b>Contents</b> Sum Insured for any one claim.</p>	
<p><b>16. Presents and gifts extension</b> <b>We</b> will automatically increase the Contents Sum Insured by 15% (subject to a maximum of €12,000) for the duration of</p> <ul style="list-style-type: none"> <li>a. three weeks leading up to Christmas Day and three weeks directly following such date to cover gifts and other related purchases;</li> <li>b. four weeks leading up to the <b>Family's</b> wedding day and four weeks directly following such date to cover wedding gifts and related purchases.</li> </ul> <p><b>Limits in this Section on Valuables and Money still apply</b></p>	<p>16. Loss or damage by storm or flood to property not contained within a building.</p>
<p><b>17. Credit cards</b> <b>We</b> will compensate the <b>Family</b> in respect of their liability under the terms of any credit card or cash card (used solely for private purposes) agreement as a direct result of its loss and subsequent unauthorised use anywhere in the world. <b>We</b> will not pay more than €1,000 in any one <b>Period of Insurance</b>.</p>	<p>17.</p> <ul style="list-style-type: none"> <li>a. Liability resulting from a lost card which the <b>Family</b> fails to report to the police and the issuing authority within 24 hours after discovery of the loss;</li> <li>b. any loss unless the <b>Family</b> has complied with the terms and conditions of the issuing authority;</li> <li>c. Any loss following fraudulent use of the card by anyone related to or residing with the cardholder.</li> </ul>

<p>18. <b>Replacement of locks</b>  <b>We</b> will pay for the cost of replacing keys and locks or lock mechanisms to:</p> <ul style="list-style-type: none"> <li>a. external doors and windows of the <b>Private Residence</b>;</li> <li>b. a safe within or an intruder alarm in such residence;</li> </ul> <p>following the loss or theft of their keys.</p> <p><b>We</b> will not pay more than €250 for any one claim.</p>	
<p>19. <b>Loss of metered water and of oil</b>  <b>We</b> will pay for loss of domestic heating oil and metered water following accidental damage to the fixed water installation or fixed heating installation.</p> <p><b>We</b> will not pay more than €250 in any one <b>Period of Insurance</b>.</p>	<p>19. Loss or damage while the <b>Private Residence</b> is <b>Unoccupied</b>.</p>
<p>20. <b>Documents</b>  Loss or damage covered by Causes 1-11 to documents (other than <b>Money</b>) while:</p> <ul style="list-style-type: none"> <li>a. within the main building of the <b>Private Residence</b>;</li> <li>or</li> <li>b. deposited for safe custody in any bank safe deposit or bank or lawyers' safe or strongroom anywhere in the world.</li> </ul> <p><b>We</b> will not pay more than €750 for any one claim.</p>	<p>20. Loss or damage specifically excluded elsewhere under this Section 2 – Contents.</p>
<p>21. <b>Visitors' Personal Effects</b>  Loss or damage covered by Causes 1-11 to visitors' <b>Personal Effects</b> while contained in the <b>Private Residence</b>.</p> <p><b>We</b> will not pay more than €750 for each visitor for any one claim.</p>	<p>21. Loss or damage specifically excluded elsewhere under this Section 2 – Contents.</p>
<p>22. <b>Domestic Staff's Personal Effects</b>  Loss or damage covered by Causes 1-11 to <b>Domestic Staff's Personal Effects</b> while contained in the <b>Private Residence</b>.</p> <p><b>We</b> will not pay more than €750 for each member of <b>Domestic Staff</b> for any one claim.</p>	<p>22. Loss or damage specifically excluded elsewhere under this Section 2 – Contents.</p>
<p>23. <b>Home entertainment equipment</b>  Accidental damage occurring in the <b>Private Residence</b> to:</p> <ul style="list-style-type: none"> <li>a. television sets (including digital and satellite receivers);</li> <li>b. audio equipment;</li> <li>c. dvd/video players and recorders;</li> <li>d. computer equipment;</li> <li>e. games consoles;</li> </ul> <p>owned by the <b>Family</b> or for which the <b>Family</b> is legally responsible.</p>	<p>23.</p> <ul style="list-style-type: none"> <li>a. The <b>Incident Excess</b>;</li> <li>b. Damage: <ul style="list-style-type: none"> <li>i. specifically excluded or specifically provided for elsewhere under this Section 2 – Contents;</li> <li>ii. to records, discs, cassettes, tapes, films, remote control transmitters and detached components;</li> <li>iii. to equipment designed to be portable;</li> <li>iv. by chewing, scratching, tearing or fouling by domestic pets;</li> </ul> </li> </ul>



<p><b>We will not pay more than</b></p> <ul style="list-style-type: none"> <li>• €1,000 for any one claim on any single article;</li> <li>• €5,000 any one claim.</li> </ul>	<p>v. by fluctuation of electricity unless resulting from Clauses 1-11.</p>
<p><b>24. Frozen food</b></p> <p>Loss or damage to food in the cold chamber of any refrigerator or deep freeze cabinet which is made unfit for human consumption by</p> <ol style="list-style-type: none"> <li>a. a change in temperature;</li> <li>b. contamination by refrigerant or refrigerant fumes.</li> </ol> <p>The refrigerator or deep freeze must be</p> <ul style="list-style-type: none"> <li>• in the <b>Private Residence</b>; and</li> <li>• owned by the <b>Joint Insured</b> or the <b>Joint Insured's</b> responsibility but not held for business or trade purposes.</li> </ul> <p><b>We will not pay more than €250 in any one Period of Insurance.</b></p>	<p><b>24. Loss or damage:</b></p> <ol style="list-style-type: none"> <li>a. resulting from the deliberate act of the <b>Family</b> or that of any electricity supplier;</li> <li>b. resulting from strike, lock-out or industrial dispute;</li> <li>c. while the <b>Private Residence</b> is <b>Unoccupied</b>.</li> </ol>
<p><b>25. Emergency entry</b></p> <p>Loss or damage to the <b>Contents</b> caused when the fire, police or ambulance service has to force an entry to the <b>Buildings</b> because of a medical emergency involving the <b>Family</b> or to prevent damage to the <b>Buildings</b> and/or <b>Contents</b>.</p>	

## Section 3 – Personal Belongings

The Insurance Certificate will show if this section has been chosen

### What is the most We will pay?

We will not pay more in total for any one claim than the Personal Belongings Sum Insured shown in the **Insurance Certificate**, however the most We will pay for any specified item is limited to the relevant Sum Insured shown on the **Insurance Certificate**

If the Personal Belongings Sum Insured combined with the Contents sum Insured is less than the **Full Value**, the sum paid by Us in respect of any claim under this section will be limited in the same proportion as the sum of the above-mentioned sums **Insured** bears to the **Full Value** of the property at the time of the incident leading to a claim.

### Special Conditions

#### 1. Jewellery Overhaul

It is warranted that the settings and/or clasps of any item of **Jewellery** insured under this Section and exceeding €7,500 in value, be checked by a competent jeweller every three years and any defects immediately remedied and written evidence of such examination must be produced at the time of any claim on such item/s.

#### 2. Photograph Warranty

It is **Your** duty to ensure that photographs are available to identify items of **Valuables** exceeding €12,000 noted in the latest Personal Belongings Specifications. Such photographs must be retained for safekeeping in a place other than where the property in question is kept. If such photographs are not produced at claim stage, **We** have the right to refuse paying any claim in respect of the property in question.

What is covered	What is not covered (specific exclusions)
<p>Accidental loss or damage to individually specified <b>Valuables, Personal Effects</b> (including <b>Sports Equipment</b>) and other items as shown on the Personal Belongings Specification forming part of the <b>Insurance Certificate</b> belonging to the <b>Family</b> while in <b>Malta</b> or while in the <b>Family's</b> possession and temporarily moved to anywhere else in <b>Europe</b> for up to 15 consecutive days. (If cover applies anywhere in the world this will be explained in the Personal Belongings Specification).</p>	<p><b>See also General Exclusions</b></p> <ul style="list-style-type: none"><li>a. Loss or damage:<ul style="list-style-type: none"><li>i. to property used primarily for business, trade, professional or employment purposes;</li><li>ii. to documents of any type;</li><li>iii. while in use to racquets, balls, sticks, bats, clubs, tyres, parachutes, sports clothing, sports eyewear or diving/snorkelling equipment;</li><li>iv. to films, tapes, records, cassettes, cartridges or discs;</li></ul></li><li>b. Loss or damage by Causes 4, 5, 6, 7 and 10 of Section 2 – <b>Contents</b> while the <b>Private Residence</b> is <b>Unoccupied</b>;</li><li>c. Loss or damage specifically covered elsewhere under this Policy or to property more specifically insured by any other insurance;</li><li>d. Loss or damage by chewing, scratching, tearing or fouling by domestic pets;</li><li>e. Loss or damage during removals or while in a furniture store, sales room or exhibition hall;</li><li>f. Theft of<ul style="list-style-type: none"><li>i. any property from the <b>Private Residence</b> if it is occupied in whole or in part by anyone other than the <b>Family</b>;</li><li>ii. any property while left <b>Unattended</b> in unlocked holiday accommodation;</li><li>iii. <b>Valuables</b> from an <b>Unattended</b> motor vehicle;</li><li>iv. Other property in an <b>Unattended</b> motor vehicle unless stolen from<ul style="list-style-type: none"><li>• a locked and concealed boot; or</li><li>• a locked and concealed luggage</li></ul></li></ul></li></ul>

	<ul style="list-style-type: none"><li>compartment, or</li><li>• a closed glove compartment of a locked vehicle which has been broken into by using force and violence;</li><li>v. of pedal cycles left <b>Unattended</b> away from the <b>Private Residence</b> unless<ul style="list-style-type: none"><li>• in a locked building to which only the <b>Family</b> has access, or</li><li>• from a locked vehicle which has been broken into by using force and violence, or</li><li>• secured by a suitable security device;</li></ul></li><li>g. loss or damage to portable electronic devices such as laptops, tablets, mobile phones and similar equipment, if such items are not carried as hand luggage while travelling by any means of public transport including any aircraft, sea vessel, train or coach;</li><li>h. the <b>Incident Excess</b> where applicable.</li></ul>
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## Section 4 – Personal Liability

### Subsection 4.1 – Liability to the Public

This Section is always applicable

#### What is the most We will pay?

We will not pay more than €1,000,000 in respect of all compensation, costs and expenses for any claim or series of claims arising from any one event or one source or original cause.

What is covered	What is not covered (specific exclusions)
<p>Any amount that the <b>Family</b> becomes legally liable to pay as compensation (including claimant's costs and expenses) in respect of accidental</p> <ol style="list-style-type: none"><li>death, bodily injury or illness of any person not being any employee of <b>the Family</b>;</li><li>damage to material property not belonging to the <b>Family</b> or in their custody or control or in that of the <b>Joint Insured's Domestic Staff</b>;</li></ol> <p>occurring in <b>Malta</b> during the <b>Period of Insurance</b> and arising from the ownership and occupation of the <b>Private Residence</b> (including its land).</p> <p><b>We</b> will also pay all costs and expenses agreed by <b>Us</b> in writing.</p> <p>If any members of the <b>Family</b> die, their legal personal representatives will have the benefit of this section for liability incurred by the <b>Family</b> for an event covered by this section.</p>	<p><b>See also General Exclusions</b></p> <p>Legal liability to pay compensation or costs arising from:</p> <ol style="list-style-type: none"><li>death, bodily injury or illness of any member of the <b>Family</b>;</li><li>any wilful or malicious act;</li><li>any trade, business, profession or employment;</li><li>the ownership, possession or use of<ol style="list-style-type: none"><li><b>Vehicles and Craft</b> other than <b>Domestic Vehicles</b> being used for their intended purpose and by the intended <b>Family</b> member within the boundaries of the <b>Private Residence</b>;</li><li>firearms;</li><li>animals other than domestic dogs, cats and horses used for private hacking;</li><li><b>Specific Dog Breeds</b>;</li></ol></li><li>the transmission of any <b>Communicable Disease</b>;</li><li>any agreement or contract unless liability would have existed otherwise;</li><li>the <b>Buildings</b> while <b>In the Course of Construction and/or alteration</b>.</li></ol>

## Subsection 4.2 – Liability to Domestic Staff

We automatically include this subsection free of charge when Section 2 – Contents is chosen

### What is the most We will pay?

We will not pay more than €1,000,000 in respect of all compensation, costs and expenses for any claim or series of claims arising from any one event or one source or original cause.

What is covered	What is not covered (specific exclusions)
<p>Any amount that the <b>Joint Insured</b> becomes legally liable to pay as compensation (including claimant's costs and expenses) in respect of accidental death, bodily injury or illness of any <b>Domestic Staff</b> occurring within the <b>Private Residence</b> during the <b>Period of Insurance</b>.</p> <p>We will also pay all costs and expenses agreed by <b>Us</b> in writing.</p> <p>If the <b>Joint Insured</b> dies, their legal personal representatives will have the benefit of this section for liability incurred by the <b>Joint Insured</b> for an event covered by this section.</p>	<p><b>See also General Exclusions</b></p> <p>The <b>Joint Insured's</b> legal liability to pay compensation or costs for death, bodily injury or illness sustained by any <b>Domestic Staff</b> when</p> <ol style="list-style-type: none"><li>a.<ol style="list-style-type: none"><li>i. carried in or upon; or</li><li>ii. getting into or entering or alighting from any <b>Vehicles and Craft</b>;</li></ol></li><li>b. the liability arises from<ol style="list-style-type: none"><li>i. the transmission of any <b>Communicable Disease</b>;</li><li>ii. any agreement or contract unless liability would have existed otherwise.</li></ol></li></ol>

## Section 5 – Fatal Accident Benefit

We automatically include this section free of charge when Section 2 – Contents is chosen.

### What is the most We will pay?

We will not pay more in total than €6,000 in respect of any one **Family** member in any one **Period of Insurance**.

<b>What is covered?</b>	<b>What is not covered (specific exclusions)</b> <a href="#">See also General Exclusions</a>
<p>If any member of the <b>Family</b> suffers a <b>Fatal Accident</b> in the <b>Private Residence</b> during the <b>Period of Insurance</b> We will pay €6,000 to the <b>Joint Insured</b> or to the deceased's legal personal representatives.</p>	<p><b>We will not pay:</b></p> <ul style="list-style-type: none"><li>a. where the <b>Family</b> member is<ul style="list-style-type: none"><li>i. under the age of 18; or</li><li>ii. 71 years or over at the time of the occurrence;</li></ul></li><li>b. for death caused directly or indirectly from<ul style="list-style-type: none"><li>i. any existing defect/s or conditions;</li><li>ii. any illness, disease, or disorder;</li></ul></li><li>c. for death arising directly or indirectly from the <b>Family's</b> engagement in or practice of any trade, business, profession or employment;</li><li>d. for death arising directly or indirectly from the <b>Family's</b> wilfully self-inflicted injury or illness, suicide or attempted suicide, solvent abuse, alcohol abuse, use of drugs (other than drugs taken in accordance with treatment prescribed and directed by a medical practitioner, but not for the treatment of drug addiction), self-exposure to needless peril (except in an attempt to save human life), unlawful acts;</li></ul>

## Endorsements

**Only operative if indicated in the Insurance Certificate and not subsequently deleted.**

Except to the extent that terms are altered by the following **Endorsement** cover is still subject to the rest of the terms of this policy. Other **Endorsements** may also apply and a separate document would be issued to be attached to the policy and/or **Insurance Certificate**.

### APS2 Letting Clause

It is agreed that notwithstanding the definition of **Private Residence**, the cover provided by this policy is extended is to **Business Use**. In consequence the definition of **Business Use** is amended as follows:

**Business Use** means the use of the **Private Residence** or any part of it in connection with letting only.

In consequence of this letting extension the following terms and conditions will apply:

#### Applicable to Section 1 – Buildings

- (a) all losses are subject to an **Incident Excess** of €125;
- (b) Additional Benefits 13 – Damage to services, 14 – Glass and Sanitary ware, 18 – Garden cover and 19 – Breakdown of air-conditioning equipment, are deleted;
- (c) Additional Benefit 17 – Emergency entry is restated as follows:  
Loss or damage to the **Buildings** caused when the fire, police or ambulance service has to force an entry to the **Buildings** because of a medical emergency involving the **Family** or tenants or to prevent damage to the **Buildings**;
- (d) **Sub-Section 4.1 – Liability to the Public**
  - i. does not cover the tenants' liability to third parties;
  - ii. covers **You** solely as the owner of the **Buildings** (including their land) and as landlord renting out such property to third parties;

#### Applicable to Section 2 – Contents (if insured)

- (a) all losses under are subject to an **Incident Excess** of €125;
- (b) Cause 7 will only be operative if theft or attempted theft is accompanied by forcible and violent entry into or exit from the **Private Residence**;
- (c) all Additional Benefits are deleted except for Additional Benefit 19 – Loss of Metered Water and/or Oil and Additional Benefit 25 – Emergency entry;
- (d) cover for **Valuables** and **Money** is excluded;
- (e) **Sub-Section 4.2 – Liability to Domestic Staff** is deleted;
- (f) **Sub-Section 5 – Fatal Accident Benefit** is deleted.

#### Important Condition applicable to this Clause

1. **You** must comply with all statutory obligations and regulations imposed by any authority and with any relevant manufacturers' instructions, and
2. the **Private Residence** must be maintained in accordance with Legislation related to commercial letting which includes subsidiary legislation 465.03 – Control of Legionella Regulations.

### APS3 Alarm Warranty

**We** shall not pay any claim in respect of theft from the **Private Residence** unless the burglar alarm installed at the **Private Residence** is properly set and functioning every time the said **Private Residence** is not occupied. **You** must maintain the said alarm in a good working condition and correct any faults straight away.

This clause shall not apply if the alarm is not functioning due to a defect which has been notified to the installer in writing immediately on its occurrence.

## Data and Privacy Protection

**The Insurers** (hereinafter 'Us', 'Our', 'We') are the data controllers, as defined by relevant data protection laws and regulations, of personal data held about **You** or relating to **You** and/or to any other person/s whom **You** insure with **Us** (hereinafter 'Others').

In completing all the forms related to **Your** policies or claims, **You** confirm **Your** understanding and acceptance of the terms in **Our** Data Protection and Privacy Statement. **You** hereby warrant that **You** have informed **Others** why **We** asked for this information and what **We** will use it for and have obtained the necessary explicit verbal consent.

**We** collect and process information about **You** and **Others** for purposes which include preparing requested quotations, underwriting and administering the insurance proposal and policy, carrying out its contractual obligations including handling and settling of claims, and preventing or detecting crime (including fraud). **We** may monitor calls to and from customers for training, quality and regulatory purposes.

**We** may collect and disclose **Your** and **Others'** information from/to other entities in order to conduct **Our** business including

- managing claims, which may require obtaining data including medical information from healthcare providers (including any public or private hospital or clinic) and/or **Your** employers (for company schemes) and which **You** hereby authorise;
- administering policies with insurance brokers or other intermediaries appointed by the policyholder;
- helping **Us** prevent or detect crime by sharing **Your** information with regulatory and public bodies in Malta or, if applicable, overseas, including the Police, as well as with other insurance companies (directly or via shared databases such as the Malta Insurance Fraud Platform), or other agencies or appointed experts to undertake credit reference or fraud searches or investigations; and/or
- **Our** third party suppliers or service providers to whom **We** outsource certain business operations.

**We** will retain data for the period necessary to fulfil the above-mentioned purposes unless a longer retention period is required or permitted by law.

**You** have the right to access **Your** personal data and ask **Us** to update or correct the information held or delete such personal data from **Our** records if it is no longer needed for the purposes indicated above. **You** may exercise these and **Others** rights held in **Our** Data Protection and Privacy Statement, by contacting **Our** Data Protection Officer at The Data Protection Officer, Atlas Insurance PCC Limited, 48-50 Ta' Xbiex Seafront, Ta' Xbiex XBX 1021 Malta or email [dpo@atlas.com.mt](mailto:dpo@atlas.com.mt) Please note, however, that certain personal information may be exempt from such access, correction or erasure requests pursuant to applicable data protection laws or other laws and regulations.

If **You** and **Others** consider that the processing of personal data by Atlas is not in compliance with data protection laws and regulations, **You** and **Others** may lodge a complaint with **Us** and/or the Office of the Information and Data Protection Commissioner by following this link <https://idpc.org.mt/en/Pages/contact/complaints.aspx>

If **You** wish to view the full Atlas's Data Protection and Privacy Statement for a better understanding of how **We** use this data, please visit <https://www.atlas.com.mt/legal/data-protection/>. Kindly note that this is subject to occasional changes including to comply with changing data protection laws, regulations and guidance



## What can You do if You are not satisfied with Atlas Insurance PCC Limited?

With the best will in the world, concerns about some aspects of **Our** service may arise. Please help **Us** to resolve **Your** concerns as quickly as possible by following this process.

**Please remember to quote Your policy and/or claim number on all correspondence.**

### **How We deal with Your concerns**

**You** can communicate with **Us** about **Your** concerns in writing by any reasonable means and this will always be free of charge. **We** assure **You** that feedback is always welcome as it enables **Us** to identify ways to improve our service, and rest assured that **We** will always treat **You** fairly, equally and promptly. **We** will keep **Your** records in accordance with the Data Protection Act and **You** have the right to request information about the progress of **Your** concerns.

### **What You should do**

Atlas staff have the training and authority to settle problems and will do everything they can to help. They should be **Your** first point of contact.

In the unlikely event that **Your** complaint is unresolved, please write to **The Customer Care Manager** (at Atlas Insurance PCC Limited, 48-50 Ta' Xbiex Seafront, Ta' Xbiex XBX 1021 or email on [insure@atlas.com.mt](mailto:insure@atlas.com.mt)) who will investigate the matter independently. The Customer Care Manager will:

- acknowledge **Your** concern within 3 working days
- explain how Atlas will handle **Your** complaint and who **Your** contact person will be
- explain what, if anything, **You** need to do
- send **You** a copy of the Atlas Complaints Procedure if **You** do not already have a copy of it
- give **You** a final reply to **Your** concern within 15 working days from the date of receipt of **Your** complaint. In the unlikely event that **We** are unable to conclude within this time period, **We** will write to **You** explaining why.

### ***If You are still not satisfied***

If **You** are still not satisfied with our final reply or **We** have failed to give **You** a reply within 15 working days without giving **You** an explanation, **You** (individuals and micro enterprises) may refer **Your** issues to the Financial Services Arbitrator (Office of the Arbitrator for Financial Services, 1st Floor, St Calcedonius Square, Floriana FRN 1530, Malta, telephone 8007 2366 or 21249245 or [complaint.info@financialarbitrator.org.mt](mailto:complaint.info@financialarbitrator.org.mt)).

It is important that **You** follow this process, step by step, to ensure that **Your** concerns are dealt with as swiftly as possible. Please remember to quote the **Insurance Certificate** Policy and/or claim number on all correspondence.

### **How We deal with Your concerns**

**You** can communicate with **Us** about **Your** concerns in writing by any reasonable means and this will always be free of charge. **We** assure **You** that feedback is always welcome as it enables **Us** to identify ways to improve **Our** service, and rest assured that **We** will always treat **You** fairly, equally and promptly. **We** will keep **Your** records in accordance with the Data Protection Act and **You** have the right to request information about the progress of **Your** concerns.