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HOME INSURANCE POLICY

This **Policy, 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 in accordance with the terms and conditions of this **Policy**. **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** is valid for the **period of insurance** shown in the **Schedule** and any subsequent period for which **you** pay and **we** accept a renewal premium.

Unless both **you** and **we** agree otherwise, this contract of insurance is a **Maltese** one and is governed by and according to **Maltese** Law and is subject to the exclusive jurisdiction of the **Maltese** Courts. The cover provided by this **Policy** shall apply only to judgements or orders that are delivered by or obtained from a Court in **Malta**. Furthermore, the cover shall not apply to a judgement or order obtained in **Malta** for the enforcement of a judgement obtained elsewhere or to costs and expenses of litigation recovered by any claimant from **you** which costs and expenses of litigation are not incurred in **Malta**.

WE ARE ONLY RESPONSIBLE FOR COSTS AND EXPENSES INCURRED WITH OUR PRIOR APPROVAL. If **your** home is broken into, the matter should be immediately reported to the Police prior to calling **our** Home Emergency Assistance line. The insurance cover and benefits available under this **Policy** are not transferable to any other party.



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:

Accidental Loss and/or Damage means damage caused suddenly and unexpectedly by external means other than **your** deliberate act.

Buildings mean **your home**, its permanent **fixtures and fittings** including all fixed glass and sanitary fittings, boundary and garden walls, rubble walls, gates, hedges, fences, permanently-built swimming or ornamental pools, patios, terraces, paths, driveways, landlord's **fixtures and fittings**, air conditioning equipment which is permanently installed, service tanks, aerials and masts, satellite dishes, solar heating systems, photovoltaic systems, stair and passenger lifts and, where applicable, **your** share of common areas, including drains, drain inspection covers, pipes, cables, underground pipes and tanks providing services to or from the **buildings**, all situated at the risk address shown in the **Schedule** and owned by **you** or for which **you** are legally responsible.

Business money mean cash, cheques and current postage stamps in **your home** used in connection with **your** business.

Contents mean household goods and **personal belongings** (including **money** and **valuables** up to the limit shown in **your Schedule**) which belong to **you** or for which **you** are legally responsible or which belong to **domestic employees** who live with **you** including radios, television sets (including cable and satellite receivers), DVD players, game stations, computers, recording, audio and video equipment and **home** entertainment equipment, mirrors, plate-glass tops on furniture, fixed glass in furniture, ceramic hobs or tops in free-standing cookers.

Credit and Debit Cards means credit, charge, debit, cheque, bankers or cash dispenser cards.

Domestic Employee means a person employed to carry out domestic duties associated with **your home** and not employed by **you** in any capacity in connection with any business, trade, profession or employment.

Emergency means an unforeseen or sudden occurrence which results in damage to **your home** demanding immediate action to render the dwelling safe and/or secure the building against further loss or damage.

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

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

Exclusion means something **your Policy** does not cover **you** for.

Fixtures and Fittings means built-in furniture, built-in appliances, fixed glass and sanitary ware, pipes, ducts, tanks, wires, cables, switches, stoves or fireplaces, boilers, fixed wall, ceiling and floor coverings other than carpets.

Home means **your** private residence described as the risk address in **your Schedule** and its domestic **outbuildings** and garage(s) all used for domestic purposes including any part of the **home** used for business purposes as agreed by **us** in writing. Unless **we** have agreed otherwise, **your home** must be built of brick, stone or concrete and roofed with stones, slates, tiles, concrete, asphalt, metal sheets or slabs composed entirely of incombustible mineral ingredients.

Incident(s) mean(s) the sudden and unforeseen damage to **your home** as a consequence of which the **home** or its occupants are exposed to immediate risk of damage or injury.

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

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

Money means current legal tender, cheques, postal and **money** orders, current postage stamps (not being part of a stamp collection), travellers cheques, travel tickets, luncheon vouchers, gift tokens, bearer bonds, saving stamps and certificates, petrol coupons, pre-booked entertainment and event tickets, deeds, bills of exchange and phonecards.

Motor vehicle(s) or vehicle(s) mean(s) any **vehicle** intended for travel on land and/or sea and propelled by electrical and/or mechanical power, including but not limited to **motor vehicles**, motorcycles, bicycles, railed vehicles, watercraft, amphibious vehicles, caravans, aircraft and spacecraft (other than domestic garden equipment).

Outbuildings shall mean sheds, greenhouses, guests' quarters and other buildings which do not form part of the structure of the main building of **your home** and are used or occupied for domestic purposes.

Pedal Cycle means any **pedal cycle** which belongs to **you** or is **your** legal responsibility and any accessories which are attached to it.

Pathogenic pest means rats, mice, oriental wasp, American cockroach, cockroach, termites, wood borers, bed bugs and fleas.

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

Personal Belongings means luggage, clothing, sports, musical and photographic equipment, laptops, notebooks, mobile phones and other items which **you** normally wear or carry with **you**. All such items must either belong to **you** or be **your** legal responsibility.

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

Schedule means the document attaching to this **Policy** covering **your** name and address, the **period of insurance**, the sections of this **Policy** which apply, the premium **you** have to pay, the property which is insured, the amounts for which **you** are covered, details of any extensions or **Endorsement(s)** and other relevant details.

Sum Insured means the amount shown on the **Schedule** being the maximum amount payable for all claims which happen because of any one **incident**.

Unattended means when **you** are not in full view of or **you** are not in a position to prevent the unauthorised interference with **your** property or **vehicle**.

Unfurnished means **your home** is not sufficiently furnished for normal living purposes.

Unoccupied means not lived in by **you** or any other person with **your** permission.

Valuables means stamp, coin or medal collections, antiques (not including furniture), collectibles, pictures, paintings and other works of art, items of gold, platinum, silver or other precious metals, **jewellery**, watches and furs. No one single **valuable** is worth more than the amount 2(B) shown in the **Schedule** unless specially insured as a separate item.

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

You or **Your** or **Yourself** mean the Insured described in the **Schedule**, the husband or wife of the Insured, or the Insured's partner who permanently lives at the same address as the Insured and shares financial responsibilities (not including business partners or associates) or members of the Insured's family permanently residing with the insured.

SECTIONS 1 – BUILDINGS AND 2 – CONTENTS (STANDARD COVER)

The most we will pay for any claim is the Sum Insured.

You are covered against **accidental loss and/or damage** to the **buildings** and **contents** of **your home**.

We will not cover or pay for loss or damage:

- i. which happens gradually or is caused by smoke from any agricultural or industrial operations;
- ii. caused by subsidence, heave or landslip, movement, settlement or shrinkage in any part of the **buildings** or by movement of the land belonging to the **buildings**;
- iii. to fences, gates, paths, drives, rubble walls, hedges, trees, shrubs, plants and lawns caused by storm, flood, falling trees or branches;
- iv. while **your home** is **unoccupied** or **unfurnished** for more than 90 consecutive days prior to such loss or damage occurring or discovered caused by:
 - a. malicious people or vandals;
 - b. riot, strikes, labour or political disturbances;
 - c. water escaping from washing machines or dishwashers or any other domestic appliances or water tanks, pipes or fixed installations including heating systems;
 - d. oil or fuel escaping from a fixed heating installation;
 - e. theft or attempted theft.
- v. caused by, chewing, scratching, tearing, denting, vomiting or fouling by pets owned by **you** or under **your** control;
- vi. to hedges, trees, shrubs, plants and lawns caused by felling or lopping by **you** or on **your** behalf;
- vii. caused by demolition of or structural alteration or structural repair to **your home**;
- viii. caused by cracks to **your buildings** which do not impair the stability and/or soundness of **your home** arising from structural works and/or road works in the vicinity of **your home**;
- ix. to pools and/or water reservoirs arising from structural works and/or road works in the vicinity of **your home**;
- x. **motor vehicles**, caravans, trailers, boats, canoes, surfboards, sailboards, hovercraft, aircraft, gliders, unmanned aerial devices, electric scooters and any accessory which is designed to be used with any of these;
- xi. plans, drawings, securities, certificates or documents of any kind except those defined as **money**.
- xii. Loss or damage to any oil or water tank, pipe or apparatus, fixed plumbing installation, appliance, waterbed or fish tank itself if caused by normal wear and tear, however **we** will pay for any subsequent damage, which in itself results from a cause not otherwise excluded.

SECTION 1 - BUILDINGS (STANDARD EXTRA COVER)

The most **we** will pay for any claim in respect of any of the following is the limit shown on **your Schedule**.

1. Professional Fees and Debris Removal

We will pay for architects' and surveyors' fees to repair any loss or damage insured under this **Policy** and the cost of removing debris or propping up the damaged parts of the **buildings** including the costs of meeting building regulations or local authority bye-laws.

We will not pay any costs which are not agreed by **us** in advance or costs relating to building regulations or local authority bye-laws resulting from a notice served on **you** before the date of loss or damage.

2. Temporary Alternative Accommodation

If **your home** is made unfit to live in as a result of any **accidental loss and/or damage** insured under this **Policy**, **we** will pay for rent **you** would have paid including reasonable additional costs payable for comparable accommodation for **your** family and pets who normally live in **your home** during the period necessary to restore **your home** to a condition fit to live in.

3. Air-conditioning and Energy Saving Equipment

We will pay for loss or damage caused by mechanical or electrical breakdown to air-conditioning equipment, solar heating systems and photovoltaic systems which are permanently installed to the **buildings**, provided that at least annual maintenance is carried out.

We will not pay for costs and expenses:

- i. for the which the manufacturer or supplier is responsible;
- ii. in connection with maintenance services;
- iii. if the equipment is more than five years old at the time of loss or damage.

4. Trace and Access

We will pay the cost of locating and of removing and replacing any part of the **buildings** necessary to repair a household heating or water system which has caused an escape of water or oil.

5. Sale of your Home

If **you** have agreed to sell **your home**, the buyer who completes the purchase will have the benefit of the cover provided under this Section up to the date the contract is completed or up to the expiry date of the current **period of insurance** whichever comes first and provided the **buildings** are not otherwise insured by or on his behalf.

6. New Fixtures and Fittings

We will pay for loss or damage insured under this **Policy** to new **fixtures and fittings** whilst in the **home** for installation or in the course of installation provided that no structural alterations to the **Buildings** are required.

SECTION 2 - CONTENTS (STANDARD EXTRA COVER)

The most **we** will pay for any claim in respect of any of the following is the limit shown on **your Schedule**.

1. Temporary Alternative Accommodation

If **your home** is made unfit to live in as a result of any **accidental loss and/or damage** insured under this **Policy**, **we** will pay for rent **you** would have paid including reasonable additional costs payable for comparable accommodation for **your** family and pets who normally live in **your home** during the period necessary to restore **your home** to a condition fit to live in.

2. Contents not in your Home

We will pay for **accidental loss and/or damage** insured under this **Policy** to the **contents** of **your home**, excluding **personal belongings**:

- i. when these are in the open within the boundaries of the land belonging to **your home** including items of garden equipment and furniture; or
- ii. whilst temporarily removed from **your home** and remaining in **Malta** or in transit anywhere in **Malta**.

3. Christmas, Wedding and Graduation Gifts

We will automatically increase the **sum insured** on **contents** by the amount shown in the **Schedule** in the following circumstances:

- i. during December for Christmas gifts bought and received;
- ii. during the period one month before and one month after the wedding or graduation of any member of **your** family normally living in **your home** to cover any gifts bought and received for such occasion.

We will not pay while **your home** is **unoccupied** or **unfurnished** for more than 90 consecutive days prior to such loss or damage occurring or discovered.

4. Newly acquired Contents

We will automatically increase the **contents sum insured** by the amount shown in **your Schedule** for newly acquired **contents**. **You** must request cover (increase **your sum insured** and pay additional premium) for these within 30 days of their acquisition.

5. Food in a Refrigerator/Freezer in your Home

We will pay for the cost to replace **your** food contained in **your** refrigerator or **your** freezer, which is made unfit for human consumption, if this is damaged by:

- i. a rise or fall in temperature; or
- ii. contamination by refrigerant or refrigerant fumes.

We will not pay for loss or damage:

- i. resulting from **your** deliberate act or that of any power supply authority or the withholding or restricting of power by such an authority;
- ii. within the first 12 hours of such rise or fall in temperature.

6. Personal Money and Credit and Debit Cards

We will pay for loss of personal **money** in **Malta** and financial loss arising from any **credit and debit cards** issued in **Malta** to **you** being stolen or accidentally lost and subsequently used by someone other than **you**.

We will not pay for any loss due to confiscation, depreciation in value or errors or omissions in receipts, payments or accountancy or non-abidance with **credit and debit cards** regulations.

7. Pedal Cycles and Sports Equipment

We will pay for loss of or damage to **your pedal cycles** and **your** sports equipment in **Malta**.

We will not pay for:

- i. motor assisted **pedal cycles**;
- ii. loss or damage while the **pedal cycle** is being used for racing, pace making or trials;
- iii. loss or damage to tyres or accessories unless the **pedal cycle** is stolen or damaged at the same time;
- iv. when not in **your home** by theft or attempted theft unless the **pedal cycle** is in a locked building to which only **you** have access or if in the open the **pedal cycle** is attached to something which will not move and has been made secure by a security device;
- v. balls, shuttlecocks, racquet strings, fishing lines or attachments unless other sports equipment is lost or damaged at the same time;
- vi. **your** sports equipment when **you** are using it in any professional sporting activity.

8. Prams, Pushchairs and Wheelchairs

We will pay for **accidental loss and/or damage** insured under this **Policy** to prams, pushchairs and wheelchairs whilst anywhere in **Malta**.

Cover under this extension specifically excludes:

- i. Any damage to the relative accessories unless the pram, pushchair and/or wheelchair is stolen or damaged at the same time;
- ii. Tyres or wheels damaged while in use;
- iii. Theft of prams, pushchairs and wheelchairs whilst **unattended** unless in a locked building to which only **you** have access; or from a locked **vehicle** which has been broken into by using force and violence.

9. Fire Extinguishing Expenses

We will pay **you** the cost of replenishing fire fighting appliances and **accidental loss and/or damage** to such appliances following an insured fire in **your home**.

SECTIONS 1 - BUILDINGS AND 2 - CONTENTS (STANDARD EXTRA COVER)

The most **we** will pay for any claim in respect of any of the following is the limit shown on **your Schedule**.

1. Damage by the Emergency Services

We will pay for loss or damage to the **buildings** caused when the fire, police or ambulance services have to force in an entry or exit from **your home** because of an **emergency**.

2. Locks and Keys

If **you** lose the keys to the inside or outside doors of **your home** or to the safes or alarms in **your home** or they are stolen, or there is **accidental damage** to the locks of the outside doors, safes or alarms, **we** will either pay the cost of changing parts of the locks or, at **our** option, the cost to replace the locks.

3. Metered Water and Oil

We will pay for loss of metered water in **your home** caused by anything covered by this Section and the cost of oil lost from the domestic heating installation following damage caused by anything covered by this Section to any part of the domestic heating installation.

We will not pay while **your home** is **unoccupied** or **unfurnished** for more than 90 consecutive days prior to such loss or damage occurring or discovered.

4. Legal Expenses

We will pay **your** legal costs and expenses incurred by **you** for legal proceedings in the event of a dispute relating to:

- i. the purchase, hire, hire-purchase, service or repair of consumer goods;
- ii. contracts for the purchase of service for **home** improvements;
- iii. **your** ownership or occupation of **your** main **home**; and
- iv. **your** employment which is capable of being heard before an industrial tribunal.

This cover is being provided subject that **our** legal or other experts are satisfied that there is a reasonable prospect that **you** will be successful with **your** claim and the legal proceedings will be dealt by a court or other competent body in **Malta**.

5. Fatal Accident

We will pay the amount shown in the **Schedule** if any member of **your** family dies within 60 days of an injury caused by an accident in **your home**, an assault or fire in **your home**, an accident whilst travelling as a fare-paying passenger by bus or licensed taxi in **Malta** or an assault in the street.

6. Benefit for Court Attendance

We will pay for loss of earnings and expenses **you** cannot get back as a result of serving as a juror for a period in excess of 14 days.

Cover under this extension specifically excludes:

- i. Earnings and/or expenses recovered from any other source;
- ii. Cover for any persons other than **you**;
- iii. Any period of service notified to **you** prior to inception of this insurance **Policy**.

SECTION 3 – PERSONAL BELONGINGS AND VALUABLES (STANDARD COVER)

We will pay for **accidental loss and/or damage** to **your personal belongings** and **valuables** up to the amounts shown in the **Schedule** for:

- a. unspecified items whilst anywhere in **Malta**;
- b. specified items anywhere within Europe.

Cover under (b.) above may be extended to Worldwide, subject to the payment of an additional premium.

We will not cover or pay for loss or damage:

- i. which **you** have caused, allowed to happen, chose to ignore or not reported to the Police;
- ii. if **your home** is used to receive visitors in connection with **your** business operating from **your home** unless there is forcible and violent entry or exit into or from **your home** or entry is gained into **your home** by deception;
- iii. while **your home** is **unoccupied** or **unfurnished** for more than 90 consecutive days prior to such loss or damage occurring or discovered;
- iv. by deception unless deception is used only as a way to get into **your home**;
- v. theft or attempted theft from an **unattended vehicle** other than from a locked and concealed boot, concealed luggage compartment or closed glove compartment of a locked **vehicle** which has been broken into by the use of force or violence;
- vi. to sports racquets, sticks, bats, clubs, balls, tyres, parachutes, sports clothing, sports eyewear or diving/snorkelling equipment;
- vii. china, glass, earthenware and other items of a brittle nature;
- viii. contact lenses, corneal cap and micro lenses
- ix. hearing aids, unless specifically insured and specified in **your schedule**;
- x. to those items of **jewellery** having settings and/or clasps noted in the Specification List attaching to the **Schedule** of this **Policy** which have not been checked by a competent jeweller in accordance with the warranty referred to in the same Specification List;
- xi. specifically covered elsewhere under this **Policy** or to property more specifically insured by any other insurance;
- xii. to films, tapes, records, cassettes, cartridges or discs;
- xiii. any property while left **unattended** in an unlocked hotel room;
- xiv. to property used primarily for business, trade, professional or employment purposes except for mobile phones and computers;
- xv. caused by, chewing, scratching, tearing, denting, vomiting or fouling by pets owned by **you** or under **your** control;
- xvi. loss or damage during removals or while in a furniture store, sales room or exhibition hall.

SECTION 4 – YOUR LIABILITY TO OTHERS (STANDARD COVER)

We will cover **you** against **your** legal liability for damages, claimant's costs and expenses incurred solely as owner or occupier or in a personal capacity or as an employer of a **domestic employee** if anyone, other than **you**, is accidentally injured, falls ill or dies or if property, other than **yours** or is in **your** care, is accidentally lost or damaged.

We will also pay **your** defence costs and expenses if **we** agree to do so in advance.

This cover applies to **incidents** which take place during the **period of insurance** in **Malta**.

The maximum amount of indemnity that **we** will pay is the limit stated in the **Schedule** arising from any one event or one source or original cause, including defense costs and expenses.

In the event of **your** death, **we** will also cover **your** legal personal representatives in respect of **your** legal liability covered by this **Policy** provided that **your** legal personal representatives observe the terms of this **Policy** as far as they can apply.

We will not cover **your** liability:

- i. in connection with injury including death, disease or illness to **you**;
- ii. in connection with someone (other than a **domestic employee**) being injured or falling ill or dying while they are working for **you**;
- iii. in connection with ownership, possession or use by **you** or on **your** behalf of a **motor vehicle** licensed for road use, children's **motor vehicles**, go-karts, mechanically propelled or assisted **vehicles** (other than stair lifts, garden machinery and pedestrian-controlled vehicles), caravans, trailers, aircraft, hovercraft, boats (other than hand-propelled boats), mechanically propelled or assisted watercraft, sailboards and surf boards, toy and model watercraft, drones and electric scooters;
- iv. arising under any agreement unless **you** would still have been liable without the agreement;
- v. arising out of or in connection with **your** trade, business, profession or employment other than the lodging of students in **your home** while **you** are still living in it;
- vi. arising directly or indirectly from the transmission of any communicable disease or virus by **you**;
- vii. arising from **your** living in or occupying land or buildings other than **your home** or its grounds;
- viii. arising from animals, whether domestic or otherwise;
- ix. arising from deliberate or malicious acts;
- x. arising from the use of firearms irrespective of the type of propellant;
- xi. covered by any other insurance.
- xii. liability which happens because **you** own or occupy any land or building which is not one of the following:
 - **your buildings**;
 - any private home which **you** or any member of **your** family living permanently with **you** is temporarily living in;
 - any previous buildings which **you** occupied immediately before it was disposed of or sold.

SECTION 5 – HOME ASSISTANCE AND EMERGENCY SERVICES (STANDARD COVER)

Home Assistance is a 24 hour 365 days a year Emergency Service designed to assist you in the event of an emergency at your home.

No benefit shall be payable unless Middlesea Assist Ltd. has been notified and has authorised assistance through the medium of the emergency number stated in the Schedule.

The Policy Number stated in the Schedule must be quoted when calling for assistance and the relevant identification produced on request of our operator, tradesman or any other of our agents.

This service may only be requested by the parties named in the Schedule.

Definitions applicable to this Section of this **Policy**:

Emergency means a sudden and unforeseen **incident** at **your home** which immediately exposes **you** or a third party to a risk to their health or creates a risk of loss or damage to the property and/or any of **your** belongings or renders **your home** unfit for people to live in.

Emergency Repair means the repair necessary to render **your** property safe and/or secure against further loss or damage as a result of unforeseen or sudden occurrence which results in damage to **your** property necessitating immediate action. Depending on the nature of the repair and the circumstances, the **emergency** repair rendered might be a temporary one and further corrections or adjustments might be needed for the repair to become complete and permanent. The service is limited to a total of 3 interventions per year depending on the type of benefit used.

Middlesea Assist Ltd. undertakes to provide an **emergency** repair service to secure **your home** and prevent further loss or damage occurring following an emergency as a result of one of the following occurrences:

1. Burst Pipes and Leak Detection

In the case of a sudden or unexpected breakdown or damage to tap water piping, leaks from sanitary **fixtures and fittings** and fixed water installations inside **your home**.

We will cover the cost of the callout, and labour that are necessary for the **emergency repair** up to a maximum of 2 hours labour or the amount of €200 for each **incident** whichever is the lowest.

2. Failure of Electrical Supply

In the case of a complete failure of the electrical supply within **your home** as a result of a fault or damage to the fixed internal electrical installation.

We will cover the cost of the callout, and labour that are necessary for the **emergency repair** up to a maximum of 2 hours labour or the amount of €200 for each **incident** whichever is the lowest.

3. Loss or Theft of Keys

In the case of **your home** being made insecure or if entry is impeded due to loss or theft of keys or damage to locks as a result of theft or any other accidental cause or in the event that a member of **your** household may have locked himself/herself in a room.

In the event that a professional locksmith service is required, **you** may be required to settle the payment with the assistant on the spot and later request a refund versus a fiscal receipt without the need to open a claim.

We will cover the cost of the callout, and labour that are necessary for the **emergency repair** up to a maximum of 2 hours labour or the amount of €200 for each **incident** whichever is the lowest.

4. Breakage of Glass

In the case of a breakage of glazing to external windows or doors which render **your home** insecure.

We will cover the cost of the callout, and labour that are necessary for the **emergency repair** (which might consist of boarding) up to a maximum of 2 hours labour or the amount of €200 for each **incident** whichever is the lowest.

5. Property Surveillance and Custody

In the case that access to **your home** cannot be restored immediately, an appointment for a security guard will be scheduled at the first available convenience until access can be secured.

We will cover the cost of the security guard up to a maximum of 10 hours labour for each **incident**. This benefit is limited to a maximum of 1 intervention per year.

6. Janitor Services

In the case that **you** are rendered and certified immobile by a medical advisor, an appointment for a janitor service will be scheduled at the first available convenience.

We will cover the cost of the janitor services up to a maximum of 4 hours labour for each day which will constitute 1 **incident**.

Specific Condition – Cleaning products are to be provided by **you**.

7. Pest Vermin (Pest Control)

In the case **your home** or part thereof is infested with **pathogenic pest**, an appointment for a pest controller visit will be scheduled at the first available convenience.

We will cover the cost of the pest control services up to a maximum of €200 for each **incident** and a maximum of 1 intervention per year.

For the purposes of this extension, cover specifically excludes:

- mould;
- replacement of any of **your buildings** and/or **contents**;
- prevention treatment;
- treatment for non-**pathogenic pests** and phantom bugs;
- casual intruders such as but not limited to snakes, hedgehogs and bats.

In cases where the pest controller does not find evidence of the infestation, **you** will be liable for the costs of the service.

8. Psychological Assistance

In the case **you** suffer a covered fire or theft loss at **your home** and require psychological rehabilitation, an appointment will be scheduled at the first available convenience.

We will cover the cost of the psychological services up to a maximum of €200 for each **incident** and a maximum of 1 intervention per year.

Specific Condition - the event causing the distress must not be older than one (1) month from the date of the **incident**.

Conditions applicable to Emergency Covers 1 - 8 above:

In the event that the repairs and/or services exceed the amount stated above, **you** will be responsible for the difference which may become payable as an insurable loss under any other Sections of this **Policy**. **We** will not cover or pay for any material or spare parts.

The benefits provided under this Section of the **Policy** will be entirely managed by Middlesea Assist Ltd. **You** must not arrange for any repairs and/or services unless Middlesea Assist Ltd. has been notified and authorised such repairs and/or services.

We will not cover or pay for any of the following:

- i. the cost of replacement parts
- ii. costs and expenses in connection with maintenance services;
- iii. damage to **buildings** and **contents** of **your home**;
- iv. external overflows or replacement of cylinders, water heaters, boilers, radiators and sanitary ware;
- v. burst or leaking flexible hoses or leaking appliances that are fitted with a stop tap;
- vi. external water supplies, tanks and reservoirs, leaking or dripping tap;
- vii. loss of keys for **outbuildings**, garages and sheds;
- viii. loss or damage arising from or caused by natural disasters (floods, earthquakes, landslides, volcanic eruptions, atypical cyclonic storms, falling objects from space and aerolites, and in general any extraordinary atmospheric, meteorological events), subterranean fire, subsidence, landslide, ground heave, settlement or shrinkage.
- ix. external / public electricity supply;
- x. electrical supply to, or failure of burglar/fire alarm systems, CCTV surveillance or to swimming pools and their plumbing or filtration systems;
- xi. loss or damage arising from circumstances known to **you** prior to the effective date of this Section;
- xii. any cost relating to the attempted repair by **you** or **your** own contractor;
- xiii. any **emergency in your home** if it is **unoccupied** for more than 90 consecutive days;
- xiv. demolition, structural repairs or alterations to the property, faulty workmanship or using faulty materials;
- xv. costs relating to the restoration of decorations, fixtures, fittings or landscape and the reinstatement of floors and pathways removed to deal with the **emergency**;
- xvi. breakdown of, loss of or damage to domestic appliances or other mechanical equipment;
- xvii. loss or damage relating to permanent repairs more specifically insured as part of any other insurance policies;
- xviii. drainage installations, gulleys and drains;
- xix. damages arising from third party properties, including but not limited to third party shafts or roofs;
- xx. any liability arising out of the provision of security services, cleaning services, pest control visits and psychological assistance services.

WARRANTIES

The following warranty is deemed to apply only if noted as 'Applicable' in the **Schedule**:

Alarm Warranty

Warranted that **your home** is protected by the Alarm stated in the **Schedule**, installed, inspected and maintained under contract by a competent firm of Alarm Engineers and that the alarm be in full and effective operation whenever the premises are left **unattended** and the Alarm Company is informed immediately once any defect is discovered.

GENERAL EXCLUSIONS

We will not pay for any:

- i. **excess(es)** shown in the **Schedule**.
- ii. costs, expenses or fees for preparing any claim **you** make under this **Policy**;
- iii. costs and expenses in connection with maintenance services or for which a manufacturer, supplier or service provider is responsible under warranty or contract;
- iv. Loss or damage caused by:
 - Any gradually operating cause, deterioration or wear and tear, depreciation, loss of value, the lack of or faulty maintenance, the action of light or gradual ingress of water;
 - faulty or defective or poor design or workmanship, movement or settlement or shrinkage, defect in construction or installation, latent defects, the use of faulty or defective materials;
 - rust, corrosion, wet or dry rot, mould, vermin, insects, fungus, atmospheric or climatic conditions, mildew or rising damp;
 - process of cleaning, washing, repair, alteration or restoration;

however **we** will pay for any subsequent damage which in itself results from a cause not otherwise excluded.

- v. loss or damage caused by or resulting from mechanical, electrical or electronic breakdown unless such loss or damage is originally caused by an event which is covered by this **Policy**;
- vi. pet animals or birds;
- vii. loss or damage to business goods, stocks or equipment, **business money** and business or professional use of musical instruments, photographic and sporting equipment and accessories;
- viii. loss or damage to **money** or **credit and debit cards** (other than as provided for in this **Policy**), securities and documents of any kind;
- ix. loss or damage occurring or arising from an event which happens before this **Policy** commences;
- x. loss or damage caused by malicious computer codes or the failure of a computer chip or computer software to recognise a true calendar date;

- xi. fines, penalties, punitive or exemplary damages;
- xii. **Confiscation**
We will not pay for loss or damage as a result of the confiscation, commandeering, nationalisation, seizure, restraint, detention, appropriation, requisition, detention or destruction of or damage to property by order of any government, public or local authority or items held by customs or other officials;
- xiii. **Transmission or distribution lines**
We will not pay for loss or damage, cost or expense of whatsoever nature directly or indirectly caused to any transmission or distribution lines;
- xiv. **Seepage, pollution or contamination**
We will not pay for loss or damage caused by seepage, pollution or contamination unless directly caused by a sudden identifiable, unintended and unexpected **incident** occurring entirely at a specific time and place during the **period of insurance**;
- xv. **Deception**
We will not pay for a claim resulting from deception by **you**;
- xvi. **War**
We will not pay for loss or damage arising from or occasioned by war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising military or usurped power or any person or persons acting on behalf of or in connection with any organisation, the object of which include the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.
- xvii. **Riot and Civil Commotion**
We will not pay for loss, damage or liability occasioned by or happening through riot or civil commotion.
- xviii. **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.
- xix. **Radioactive Contamination**
We will not pay for loss or damage arising from or occasioned by:
 - 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 or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 - d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter;
 - e. any chemical, biological, bio-chemical or electromagnetic weapon.

xx. **Terrorism**

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 **endorsement** 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 **endorsement** 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.

xxi. **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 **your buildings**.

xxii. **Sanction Limitation and Exclusion Clause**

We will not pay for any claim or pay any benefit under this **Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, or any of its states.

xxiii. **Pairs and Sets**

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

xxiv. **Consequential Loss**

We will not pay for depreciation in value of **money** or of other property or any consequential loss (including reduced value after items have been repaired or replaced).

xxv. **Asbestos**

We will not pay for any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

xxvi. **Transmissible Spongiform Encephalopathies (TSE)**

We will not pay for any claims for losses relating to actual or probable casual elements (for example, prions) and any connected, possible illnesses in the area of transmissible spongiform encephalopathy (TSE) such as, for example, bovine spongiform encephalopathy (BSE), or new variant Creutzfeldt-Jakob disease (vCJD).

xxvii. **Genetically Modified Organisms**

We will not pay for legal liability directly or indirectly arising from or contributed to by modifications to a genetically modified organism's (GMO's) genetic material.

This **exclusion** applies to (but is not limited to)

- claims attributable to the genetic instability, inadequate characterisation or performance of GMOs;
- claims relating to blending or contamination i.e. damage resulting from the unintentional, non-agreed or improper blending or mixing of GMOs with other organisms or products or their pollination by GMOs;
- claims relating to environmental impairment, ecological damage, or damage to biodiversity.

For the purposes of this exclusion the terms:

- *organism* shall be taken to mean any biological or molecular unit either living or capable of reproducing or replicating itself, including but not limited to animals, plants, micro-organisms, cells, cell cultures and cell organelles, as well as biological units incapable of independent sexual reproduction, including but not limited to viruses, viroids, sterile domesticated animals, and cultured plants that are either sterile or solely capable of vegetative reproduction, as well as their seeds;
- *genetically modified organism (GMO)* shall be taken to mean organisms according to the preceding definition which have undergone, or whose precursors have undergone, or parts of which have undergone, a genetic engineering process which resulted in their genetic change in a manner unachievable through traditional breeding methods or natural genetic recombination.

xxviii. **Unmanned Aerial Vehicles Exclusion**

We will not pay for any loss or damage to or liability howsoever arising from and to unmanned aerial vehicles.

xxix. **Communicable Disease Exclusion -LMA5394**

Endorsement applicable to Section 1 - Buildings, Section 2 - Contents and Section 3 - Personal Belongings

1. Notwithstanding any provision to the contrary within this insurance agreement, this insurance agreement excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a communicable disease or the fear or threat (whether actual or perceived) of a communicable disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. As used herein, a communicable disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 2.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 2.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 2.3 the disease, substance or agent can cause or threaten 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.

xxx. General Exclusion for Pandemics:

Endorsement applicable to Section 4 - Liability

This insurance excludes loss, damage, cost or expense caused by, resulting from, arising out of or related to, either directly or indirectly, or any action taken to hinder, defend against or respond to any pandemic or fear or threat of a pandemic, including but not limited to:

- Coronavirus Disease (COVID-19);
- Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- Any mutation or variation of SARS-CoV-2;

This **exclusion** applies regardless of any other cause or event that in any way contributes concurrently or in any sequence to the loss, damage, cost or expense, and regardless whether or not there is any declaration of an outbreak of a Pandemic by the WHO or any authorised national or international body or legal jurisdiction.

For the purpose of this **exclusion**, a pandemic shall be defined as a widespread outbreak of a human infectious disease, i.e. a human-to-human spread of a virus (e.g. influenza, SARS-CoV-2) into at least three countries on two different continents.

xxxii. Cyber Loss Limited Exclusion Clause

Endorsement applicable to Section 1 – Buildings, Section 2 – Contents and Section 3 – Personal Belongings

1. Notwithstanding any provision to the contrary within this insurance agreement or any **endorsement** thereto, this insurance agreement excludes all loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
 - 1.1 any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System, unless subject to the provisions of the following paragraph 2.
 - 1.2 any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data.
2. Subject to the other terms, conditions and **exclusions** contained in this insurance agreement, this insurance agreement will cover physical damage to tangible property insured under the original policies and any Time Element Loss directly resulting therefrom.

Definitions

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

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

Time Element Loss means business interruption, contingent business interruption or any other consequential losses.

GENERAL CONDITIONS

1. Disclosure and Observance of Conditions

We will provide cover under this **Policy** only if the material information **you** gave **us** when applying for insurance or when making a claim is true as far as **you** know. To be covered by this **Policy**, **you** must keep to the terms, conditions and **Endorsement(s)** of this **Policy**.

2. Precautions

You must do all that **you** reasonably can to prevent loss or damage to property insured under this **Policy** and to maintain such property in a sound condition and in a good state of repair.

3. Claims Procedure (Your Duties)

As soon as **you** become aware of an event or cause that may lead to a claim under this **Policy**, but in no case not later than 60 days, **you** or **your** legal representatives must:

- i. tell **us** immediately and provide **us** at **your** own expense all the information and help **we** need;
- ii. tell the Police immediately about any property which has been lost, stolen or maliciously damaged;
- iii. do all **you** can to recover any lost or stolen property;
- iv. tell the issuing authority immediately about any lost or stolen **credit and debit cards**;
- v. forward **us** immediately and unanswered any writ, summons or other legal documents served on **you** or **your family** in connection with any claim or legal liability arising from injury or damage;
- vi. not discuss, admit, reject or negotiate on any claim with anyone else without **our** written permission.

4. Claims Procedure (Our Rights)

We will handle and settle **your** claims in the following manner:

- i. in the event of loss or damage to the property described in the **Schedule**, **we** can choose to settle **your** claim by either repairing or replacing the property or by making a payment. Unless otherwise specified, a deduction for wear and tear or depreciation will not be made;
- ii. **we** will not pay more than the Total **Sum Insured** specified in the **Schedule** for all claims resulting from one **incident** or accident. Similarly **we** will not pay more than one limit of liability shown in the **Schedule** for a single incident for liability cover;
- iii. provided that the **sum insured** for **Buildings** and that for **Contents** represents its and their full value respectively and the repair or replacement is carried out without delay, **we** will not, except for clothing and household linen, deduct an amount for wear and tear or depreciation;
- iv. if at the time of loss or damage the respective sums insured for **Buildings** and **Contents** are less than the cost of rebuilding or replacement as new, **we** will only pay in the same proportion as **your Buildings** or **Contents sum insured** bears to the full value of the property at the time of loss or damage;

- v. **we** will not pay for the cost of replacing any part of the **Buildings** or **Contents** which forms part of a matching set, a suite of furniture or part of a common design, sanitary ware, bathroom fittings or other articles (including **Valuables**) which is undamaged or not lost.

We will only pay the cost to replace the lost or damaged item or repair the clearly definable areas of damage. **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.

Payment will be limited to the value which such item or items may have as part of such suite or design;

- vi. **we** will not reduce the **sum insured** following a claim payment unless the claim relates to a total loss;
- vii. **we** may enter any **Building** where loss or damage has occurred;
- viii. following the settlement of any claim, any salvage becomes **our** property. **You** must not, however, abandon property to **us** but await **our** instructions as to its disposal;
- ix. **we** may take over and conduct in **your** name with complete and exclusive control, the defense or settlement of any claim;
- x. **we** may at **our** expense and for **our** own benefit start legal action in **your** name to recover compensation from others in respect of any amount paid or payable under this **Policy**;
- xi. for any claim or series of claims arising from one event involving legal liability covered by this **Policy**, **we** may either pay up to the limit shown in the **Schedule** less any amounts previously paid or any lower amount for which **we** can settle **your** claim. Once **we** have made the payment, **we** will have no further liability for **your** claim.

5. **Fraud**

Where fraud (including exaggeration) is detected, claims will not be paid and **we** may refer the matter to the Police for criminal prosecution. The **Policy** may not only be rendered invalid but **we** may also take other action consistent with **our** legal rights.

6. **Contribution**

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** proportionate share of that claim.

7. **Cancellation (Your Rights)**

- i. **You** may cancel this **Policy** at any time during its term. Any refund of premium will be worked out from the date **we** receive **your** cancellation instructions. Provided no claim or loss has arisen in the current **period of insurance**, **we** will return a pro-rata refund for the unexpired **period of insurance**, excluding the government duty.
- ii. If **you** have purchased the **policy** from our website and **you** are not entirely satisfied with the protection provided by the **policy**, **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** must be mailed to **us**.

8. Cancellation (Our Rights)

- i. **We** may cancel this **Policy** by sending **you** a registered letter giving **you** 7 days' notice to **your** last known address. **We** will refund the appropriate proportion of **your** premium worked out on a pro-rata basis from the date of **our** letter.
- ii. **We** may also cancel the **policy** immediately at **our** discretion and without notice if **you** do not pay the premium. **You** will not get a refund for any part payments already made.

9. 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. **We** will write to **you** to inform **you** of this option and must then write and tell **us** if **you** want to proceed. An arbitrator will be appointed in accordance with the statutory provisions in force at the time as amended or replaced from time to time. The apportionment of the costs and expenses of the arbitration will be determined by the arbitrator. The making of an award is a condition precedent to any right of action against **us**.

Using the arbitration procedure does not preclude **you** from appealing against the arbitrator's decision in a court of law.

10. Identification

This **Policy** including the **Endorsement(s)**, **Schedules** and Specifications, shall be read together as one contract.

11. Changes in Your circumstances

You must tell **Us** as soon as possible in writing about any change which may affect this insurance particularly:

- i. change of address;
- ii. structural alteration to **Your Home**;
- iii. if **You** intend to use the **Home** for any reason other than private residential purposes except:
 - if **You** use the **Home** for office or clinic-type work; or
 - if **You** accommodate students while **you** are still living in the **Home**;
 - if **You** intend to lend, let or sub-let the **Home**;
 - if the **Home** will be **unoccupied**.

You must also notify **Us** as soon as possible 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.

We will then advise **You** of any change in terms. If **You** are in any doubt please ask **Us** or **Your** insurance advisor.

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 be then 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.