



## **Home Protector Elite Insurance**

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## **WELCOME TO ARGUS**

We welcome You as a Policyholder of Argus Insurance Company (Europe) Limited, Malta Branch. We are a locally incorporated Branch associated with the Argus Insurance Group offering You an extensive insurance service.

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

Argus Insurance Company (Europe) Limited can be contacted at:

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Telephone: (+350) 200 79520  
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The Malta Branch of Argus Insurance Company (Europe) Limited No. OC 1216 is registered in Malta and licensed by the Malta Financial Services Authority (MFSA) to act as a third country branch of Argus Insurance Company (Europe) Limited, registered in Gibraltar No. 01862, licensed by the Gibraltar Financial Services Commission.

We will provide insurance in terms of this Policy and its Schedule and its applicable Endorsements for any Damage, Injury or legal Liability occurring within the territorial limits defined in the Policy during the insurance period, provided that You have paid the premium and abided by all the terms, conditions and endorsements of this Policy.

Please read this Policy to make sure You know what cover is provided. Any change in the details on the Proposal must be notified to Us immediately. Failure to do so may invalidate Your Policy. A copy of the Proposal is available on request.



**Alex Bonavia – Managing Director P & C**  
Argus Insurance Company (Europe) Limited

## **DEFINITIONS**

The words defined below will have the same meaning wherever they are shown in Your Policy or any Endorsement.

### **Accidental Loss and/or Damage**

Damage caused suddenly and unexpectedly by external means other than Your deliberate act.

### **Betterment**

Betterment means improvement of the item.

### **Bicycles**

Any pedal cycle, bicycle, tricycle, and/or scooter other than motorized or electronically assisted ones (including any accessories)

### **Buildings**

The structure of the Home including the Owner and/or Tenants Fixtures and Fittings and permanent interior decorations.

Buildings also include:

- a. all fixed glass, sanitary Fixtures and Fittings, boundary and garden walls, rubble walls, gates, hedges, fences, terraces, paths, drives, lawn, plants, shrubs, trees, ornamental ponds, fountains, or statues;
- b. fitted kitchens (including built-in appliances but excluding standalone appliances), bathrooms, built-in wardrobes, and shelving, rigid pergolas and canopies, solar, electrical and gas water heaters, service tanks, photovoltaic systems, lighting Fixtures and intelligent electrical systems, alarm systems, CCTV cameras, air-conditioning and ventilation equipment, stoves, fireplaces, including electric and gas units permanently installed to the structure;
- c. parquet flooring, wallpaper, fitted carpets and murals;
- d. radio and television aerials, satellite, dishes and masts;
- e. domestic fixed oil and fuel tanks including LPG tanks and cesspits;
- f. permanently built swimming pools including any machinery such as vacuum pumps, filters, skimmers, heaters and the like;
- g. tennis courts;
- h. stairs and passenger lifts;
- i. Your share of the common areas including drains, drain inspection covers, pipes, cables, underground pipes, and tanks providing services to or from the Buildings;
- j. underlying or interconnecting garages or car ports;
- k. Home Charging Equipment (for electric vehicles);
- l. Outbuildings.

## **Business Contents**

Business books, stationery, and other office supplies owned by You or for which You are legally responsible and which are used primarily for business, trade, professional or employment purposes excluding any stocks and any sort of production-type equipment.

## **Business Electronic Equipment**

Computer equipment, photocopiers, typewriters, fixed telecommunication equipment owned by You or for which You are legally responsible and used primarily for business, trade, professional or employment purposes excluding any stocks and any sort of production-type equipment.

## **Business Money**

Any Money used in connection with any business, trade, profession, or employment.

## **Company/We/Us/Our**

Argus Insurance Company (Europe) Limited.

## **Contents**

Contents shall consist of:

- a. household goods including furniture and furnishings;
- b. Electronic Equipment
- c. Personal Effects;
- d. Valuables;
- e. Money;

provided that:

- i. they belong to You or You are legally responsible for them (but only to the extent of Your financial liability as the owner);
- ii. they are mainly used for private domestic purposes.

The following items are not included:

- a. Vehicles and Craft, other than Domestic Vehicles and Bicycles;
- b. interior decorations (Interior decorations means the art of enhancing the interior of a space through furniture, colour schemes, and decorative elements to create a visually appealing and functional environment);
- c. property more specifically insured by any other insurance or Section of this Policy;
- d. living things other than household plants;
- e. property owned or used totally or partly for business purposes or connected with any employment other than Business Contents and/or Business Equipment;
- f. plans, drawings, securities (stocks & shares), certificates, or documents of any kind except those defined as Money;
- g. items defined as Buildings.

## **Consequential Loss**

The indirect damages or losses that occur as a result of a particular event or circumstance. These losses are not the immediate or direct result of the event itself but are secondary consequences that arise from it. They often include financial losses, such as lost profits and/or additional expenses, which occur as a consequence of the initial event or occurrence.

## **Domestic Pets**

Any dog or cat that is kept as a pet or companion animal within a household, excluding feral, wild, or exotic animals as well as any dog that is, or is crossed with American Bandogge/Bandogge Mastiff, American Pit Bull Terrier, American Staffordshire Bull Terrier, Australian Dingo, Boerboel, Bully Kutta, Perro de Presa Canario, Cane Corso, Czechoslovakian Wolfdog, Cao Castro Laboreiro, Central Asian Shepherd Dog, Dogo Argentino (Argentinian Mastiff), Dogue Brasileiro, Fila Brasileiro, Irish Staffordshire Bull Terrier, Japanese Tosa (Tosa Inu), Karakachan, Korean Jindo, Pit Bull Mastiff/Terrier, Greyhound, Saarloos Wolfhound, Wolf Hybrid, or any dog bred to possess the physical and behavioural traits of a fighting dog.

## **Domestic Employee**

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

## **Domestic Vehicles**

- a. Ride-on lawn mowers;
- b. Children's toy cars, motorcycles, quad bikes and similar toys, wheelchairs, mobility scooters, and invalid carriages, provided they are not designed to exceed a speed of six (6) kilometres per hour.

## **Electronic Equipment**

Free-standing, non-portable electronic equipment, including:

- a. audio and visual equipment,
- b. desktop computer and related equipment,
- c. game consoles,

that are not built-in and are not designed to be easily carried, moved frequently, or operated on battery power.

## **Endorsement**

A change or alteration to the terms of the Policy.

## **Excess**

The first part of any claim which You must pay Yourself.

## **Exclusion/s**

Something Your Policy does not cover You for.

## **Europe**

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

## **Family**

The Policyholder, along with any relatives, partners, and foster children who permanently reside with the Insured in the Home.

## **Fixtures and Fittings**

The permanent items within a property that are not easily removed. This includes built-in furniture, pipes, ducts, wires, cables, switches, service meters, fixed wall, ceiling and floor coverings other than rugs or unfitted carpets.

## **Geographical Area**

The location for which cover under this Policy applies, as stated in the Schedule.

## **Ground Heave**

The upward movement or lifting of the ground, often caused by factors like soil expansion or frost action.

## **Home / Private Residence**

Your residence used for personal and private personal purposes, which is of permanent and standard construction, located at the address specified on the Schedule.

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.

## **Home Charging Equipment**

Any electrical apparatus or installation, including but not limited to charging stations, cables, and connectors, permanently installed at the insured property for the purpose of charging electric or hybrid vehicles. This equipment must be used for domestic purposes and comply with applicable safety and regulatory standards. Temporary or portable charging devices are not included unless specifically endorsed within this policy.

## **Jewellery**

Articles of gold, silver or other precious metals and/or precious stones, intended for personal ornamentation or to be worn.

## **Malta or Maltese Islands**

The Republic islands of Malta, Gozo and Comino including any recognized sea passage in between.

## **Money**

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.

This does not include any Business Money, securities, certificates, promotional vouchers, air miles vouchers, credit notes, and lottery tickets of any kind.

## **Occupier/Tenant**

An occupier is the person who lives in the Home as their private residence, even if they are not the Owner.

## **Outbuildings**

Structures located within the boundaries of the insured property that are not physically attached to the main residential building. These structures must be used solely for domestic purposes and may include, but are not limited to, garages, sheds, greenhouses, carports, guest quarters, pool houses, wells, and workshops. Outbuildings do not include any structure used for commercial or business activities unless specifically endorsed within this Policy.

## **Owner**

The individual or legal entity holding legal title or ownership rights to the Home. The Owner is generally responsible for maintaining such insured property.

## **Period of Insurance**

Any time when We agree to cover Your risk after You pay the premium, as mentioned in the most recent Schedule.

## **Personal Effects**

Clothing, sports, musical and photographic equipment, tablets, laptops, notebooks, mobile phones, telescopes, binoculars, and other items of personal use which either belong to You or are Your legal responsibility and which You normally wear or carry with You.

Whilst Personal Effects does not include Valuables and Money, should You wish to cover portable electronic equipment, including but not limited to tablets, laptops, notebooks, and mobile phones against accidental damage, you should specify and insure these under Section 3 – Personal Possessions and Valuables.

## **Policyholder/Insured/You/Your**

The person named as the Policyholder in the Schedule and each member of the Policyholder's Family living in the Home.

## **Policy**

The Policy Wording, the Schedule, and any Endorsement(s), all of which are to be read together.

## Proposal

The proposal form that You have either completed or that has been completed on Your behalf. By signing it, You confirm that the information provided by You or on Your behalf is accurate and correct.

## Short Period Cancellation Rates

If You decide to terminate this Policy prior to the expiration date, any refund of premium may be based on rates set by the Company. The amount returned would be less than the pro-rata amount as it would include the costs borne by Us for early termination. Please reach out to Us should You wish a copy of such rates.

## Specified Personal Effects

Clothing, sports, musical and photographic equipment, tablets, laptops, notebooks, mobile phones, telescopes, binoculars, Valuables and other items of personal use which either belong to You or are Your legal responsibility and which You normally wear or carry with You and which are specifically and individually listed under Section 3 – Personal Possessions and Valuables of Your Policy.

Specified Personal Effects does not include Money.

## Sports Equipment

Clothes and other articles of personal use used as tools for the performance of amateur sports including any pedal cycles and bicycles.

## Sum Insured

The amount shown on the Schedule being the maximum amount payable for all claims which happen because of any one incident.

## Subsidence

Subsidence is the downward movement of land beneath a property, unrelated to the building's weight, which causes structural damage.

## Terrorism

The use of force or violence and/or 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.

## The Schedule

A brief document summarizing key information about Your insurance policy. It includes:

- a. the Sections chosen;
- b. the Period of Insurance;
- c. the Sum Insured;
- d. any special terms (**Endorsements**) that may apply to Your Policy;
- e. other relevant information.

## **Unattended**

When You are

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

## **Under Construction and/or Alteration**

Where Buildings are still under construction, incomplete, or undergoing structural or significant decorative works, and as a result, they lack the typical characteristics of a residence rendering them more vulnerable to risks such as storm, tempest, flood, and theft, as well as potential liabilities arising from the ownership or occupation of the property.

## **Unoccupied**

A Home that is not normally lived in by You or by anyone else with Your permission or is Unfurnished for ninety (90) consecutive days or more.

## **Unfurnished**

Does not contain enough furniture for normal living purposes.

## **Unspecified Personal Effects**

Clothes and personal items that You wear or carry, excluding portable electronic devices such as audio-visual equipment, computer equipment, laptops, tablets, mobile phones and their accessories, telescopes, and binoculars. Also excluded are items of glass, china, and other items of brittle nature, earthenware, hearing aids, musical instruments, contact lenses, micro lenses, corneal caps, Sports Equipment, Valuables, and Money.

## **Valuables**

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

## **Vehicles and Craft**

Any electrically or mechanically propelled or assisted vehicles, whether designed for adults or children, including:

- a. cars, motorcycles, quad bikes, electric and/or motorized scooters, trailers, carts, wagons, caravans, and horse boxes/transporters;
- b. parts, spares, and accessories (including keys and key fobs);
- c. drones, gliders or any other aircraft;
- d. boats, hovercraft, sailboards, windsurfers, and any other type of craft designed to be used in or on water.

**SECTION 1 - BUILDINGS****SECTION 2 - CONTENTS****COVERAGE**

You are covered against Accidental Loss and/or Damage to the Buildings and Contents of Your Home.

The most We will pay for any claim is the Sum Insured noted in the Schedule.

You are not covered for any loss or damage:

- a. resulting from wear and tear or any gradual operating cause
- b. caused by smoke from any agricultural or industrial activities or operations;
- c. resulting from Subsidence, Ground Heave, landslip, settling, movement, or shrinkage affecting any part of the Buildings or the land they stand on;
- d. to fences, gates, paths, driveways, rubble walls, hedges, trees, branches, shrubs, plants, or lawns due to storm, flood, or caused by felling or lopping by You or on Your behalf;
- e. when Your Home has been Unoccupied before the loss or damage is discovered or occurs, including loss or damage caused by:
  - i. acts of vandalism or malicious behaviour;
  - ii. riots, strikes, labour disputes, or political unrest;
  - iii. water leakage from washing machines, dishwashers, or other domestic appliances, water tanks, pipes, or fixed installations, including heating systems;
  - iv. leaks of oil or fuel from any fixed heating system.
  - v. theft or attempted theft.
- f. caused by pets or any animal You own or are responsible for, including chewing, scratching, tearing, denting, vomiting, or fouling;
- g. as a result of Your Buildings being Under Construction and/or Alteration;
- h. 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;
- i. to pools and/or water reservoirs and wells arising from structural works and/or road works in the vicinity of Your Home;
- j. to Vehicles and Craft, unmanned aerial devices, and any accessories specifically designed for use with them;
- k. to plans, drawings, securities, certificates, or documents of any kind except those defined as Money;
- l. to oil or water tanks, pipes, plumbing systems, appliances, waterbeds, or fish tanks, where the cause is normal wear and tear; however, We will cover any further damage resulting from causes not otherwise excluded;
- m. caused by cleaning, assembling, servicing, repairing, or dismantling of any Electronic Equipment;
- n. to records, discs, cassettes, tapes, films, remote control transmitters, and detached components of any Electronic Equipment;
- o. of an accidental nature to any electronic equipment such as but not limited to photographic equipment, tablets, laptops, notebooks, and mobile phones designed for portable use;

- p. to any equipment of an electronic nature caused by fluctuations of electricity whereby Your home is not protected by adequate over and under voltage protection devices as required under local Electrical Installation Regulations;
- q. 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;
- r. relating to the value of computer data or any discs, or the cost of restoring that data;
- s. specifically covered elsewhere under this Policy or to property more specifically insured by any other insurance;
- t. relating to consequential loss (including reduced value after items have been repaired or replaced).

## **EXTENSIONS TO SECTION 1 – BUILDINGS**

### **1. Pipes and Cables**

This extension will cover You for Accidental Loss and/or Damage to cables, drain inspection covers, underground drains, pipes, or tanks supplying the Buildings for which the You are responsible but excluding:

- a. Any costs for clearing a blockage which has not directly resulted in the service pipe breaking;
- b. Accidental Damage resulting during the repair or maintenance work to pipes and cables;
- c. Loss or damage as a consequence of Buildings being Under Construction and/or Alteration.

This Extension shall not be applicable when Your Home has been Unoccupied before the loss or damage is discovered or occurs.

The maximum amount that We will pay under this extension shall not exceed € 2,500 during any one Period of Insurance.

No Excess applies to this extension.

### **2. Professional Fees and Debris Removal**

This extension will cover You 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 expenses to comply with building regulations or local authority byelaws.

We will not pay for any costs that We have not approved in advance, or for costs related to building regulations or local authority byelaws resulting from a notice given to You before the loss or damage occurred.

The maximum amount payable by Us under this extension shall not exceed 10% of the Sum Insured on Buildings.

No Excess applies to this extension.

### **3. Purchaser's Interest following Sale of Your Home**

If You have agreed to sell Your Home under a promise of sale, the purchaser who bought the Home 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.

Provided that:

- a. this extension is not operative if the Buildings are otherwise insured by the contracting purchaser, and
- b. the amount payable does not exceed the purchaser's financial interest or the Buildings Sum Insured whichever is the lower amount.

### **4. Trace and Access Costs**

Following escape of water or oil from a household heating or water system, We will pay the reasonable and necessary costs that You incur in locating the source of the damage including the reinstatement of any wall, floor or ceiling removed or damaged during the search.

We will not pay under the extension for any costs incurred resulting from normal wear and tear which You could have prevented with proper routine maintenance or as a consequence of Buildings being Under Construction and/or Alteration.

The maximum amount that We will pay under this extension shall not exceed € 1,500 during any one Period of Insurance.

No Excess applies to this extension.

### **5. Damage following Emergency Service**

This extension will cover You for loss or damage to the Buildings caused when the fire, police, or ambulance services need to force entry due to a medical or life-threatening emergency involving You, or to prevent further damage to the Buildings.

The maximum amount We will pay under this extension shall not exceed € 2,500 during any one Period of Insurance.

No excess applies to this extension.

### **6. Air-conditioning and Energy Green Equipment**

This extension will cover You for loss or damage caused by mechanical or electrical breakdown to solar heating systems, photovoltaic systems, air conditioning equipment, electric vehicle wall boxes, which are permanently installed to the Buildings, provided that annual maintenance, is carried out as recommended by manufacturer or supplier.

You are not covered for any loss, costs, and expenses:

- a. for any equipment not installed by a certified installer;
- b. still under manufacturer's guarantee or for which the manufacturer, supplier, or installer is responsible, including losses arising from faulty design or materials, latent defects, or poor workmanship;
- c. relating to or in connection with maintenance services;
- d. for equipment which is more than five years old at the time of loss or damage;
- e. resulting from deterioration, wear and tear, vermin, climatic or atmospheric conditions, the action of light or any gradual operating cause;
- f. as a consequence of Buildings being Under Construction and/or Alteration;
- g. if the Home is Unoccupied.

The maximum amount We will pay under this extension shall not exceed € 1,500 for any one Period of Insurance.

No excess applies to this extension.

## **SPECIAL PROVISIONS TO SECTION 1 - BUILDINGS**

This Section of the Policy applies solely if You have opted to insure Your Buildings and if the term "Buildings" is listed on Your most recent Schedule. Coverage under this section is effective throughout the insurance period, subject to the defined limits and any specific exclusions, general exclusions, and general conditions outlined in this Policy.

### **Claims Settlement: The Buildings**

If the parts of the Buildings damaged by any of the causes insured are repaired or replaced, We will pay You the cost of any necessary work done without any reduction for wear, tear, or betterment if at the time of the loss:

- a. The Buildings are in good state of repair;
- b. The sum Insured is not less than the full value of reconstructing and finishings of the Buildings.

### **Underinsurance**

If, at the occurrence of loss or damage, the Sum Insured for Buildings is lower than the cost of rebuilding or replacing these as new, Our payment will be proportional to the respective Sum Insured for Your Buildings as compared to the total value of the property at the time of loss or damage.

### **Basis of Sum Insured**

As a requirement for the insurance provided under Section 1 - Buildings, the Sum Insured must reflect the complete rebuilding cost to restore the property to a condition equivalent to, but not

exceeding, its new state. This includes allowances for professional fees, debris removal, and related services.

### **Matching Sets, Suites, Carpets and Parquet**

We will pay for the cost of replacing individual items that are lost or damaged, as well as clearly identifiable areas of damage within sets or suites. However, We will not cover the cost of replacing companion pieces that are not affected or undamaged parts of sets or suites of furniture or part of a common design, sanitaryware and bathroom fitting even if matching replacements are not available.

If carpeting or parquet flooring is damaged beyond repair, only the damaged portion will be replaced, not the undamaged carpet or flooring in adjoining areas.

### **Automatic Reinstatement of Cover following a Loss**

The Sum Insured on Buildings will not be reduced following payment of a claim.

## **EXTENSIONS TO SECTION 2 - CONTENTS**

### **1. Temporary Removal**

This extension will cover You for Accidental Loss and/or Damage to the Contents of Your Home insured under this Policy:

- a. when the items are located in the open within the boundaries of Your property, including garden equipment and furniture; or
- b. while temporarily removed from Your Home and within Malta, including while in transit anywhere in Malta.

You are not covered for:

- a. Loss or damage caused by storm or flood to property not in a Building;
- b. Loss or Damage to Money;
- c. Loss or damage by theft unless force is used to gain entry into or exit from a Building;
- d. Loss or damage in a furniture depository or removed for sale or exhibition;
- e. Contents relocated to student accommodations;
- f. Loss or damage from a caravan, mobile home, or a motor home;
- g. Loss or damage that happens after the Home has been left Unoccupied.

The maximum amount that We will pay under this extension shall not exceed 20% of the Contents sum insured for any one claim.

No Excess applies to this extension.

### **2. Food in a Refrigerator/Freezer in Your Home**

This extension will cover You for the cost to replace Your food stored in Your refrigerator or freezer at Your Home, rendered unsuitable for human consumption due to:

- a. change in temperature;
- b. contamination by refrigerant or refrigerant fumes.

You are not covered for any loss or damage:

- a. due to the deliberate act of the power supply authority or the withholding or suspension of power by the authority;
- b. resulting from wilful neglect by You or Your household;
- c. to food not owned by You or held for business or trade purposes;
- d. if the premises are Unoccupied;
- e. caused by fluctuations of electricity whereby Your home is not protected by adequate overvoltage protection devices as required under local Electrical Installation Regulations.

The maximum amount that We will pay under this extension shall not exceed € 1,000 for any one Period of Insurance.

No Excess applies to this extension.

### **3. Gifts Extension**

We will automatically increase the Sum Insured on Contents:

- a. During the month of December, to cover Christmas gifts purchased and received.
- b. 30 days leading up to and directly following Your wedding or graduation of any Family member residing in Your Home, to cover gifts bought and received for such events.

You are not covered for any loss or damage by:

- a. storm or flood if items are not contained within a building.
- b. theft or attempted theft at the reception venue, Your Home or whilst being transported between any of these places unless it involves:
  - i. Forcible and violent entry to or exit (including holdup) from any building;
  - ii. Theft or attempted theft while in transit under Your personal custody

The maximum amount that We will pay under this extension shall not exceed 15% of Sum Insured under Contents subject to a limit of € 5,000 any one loss and subject to a sub limit of € 2,500 for Money or any one item any one Period of Insurance.

A Policy Excess of €100 each and every loss applies under this extension.

## 4. Domestic Employees and Guests Personal Effects

Subject to coverage offered under Section 2 – Contents, this extension will cover You for loss or damage to personal effects, other than Money, of Domestic Employees and/or non-paying Guests or Tenants while inside Your Home.

The maximum amount that We will pay under this extension shall not exceed € 1,000 for any one Period of Insurance.

No Excess applies to this extension.

## 5. Shopping Items

This extension will cover You for the cost of replacing food and other purchases that are lost or damaged while You, or a member of Your Household are transporting them to the Home anywhere within the Maltese Islands.

You are not covered for loss or damage from any Unattended vehicle unless the items are completely concealed within a closed compartment or locked boot.

The maximum amount that We will pay under this Extension shall not exceed € 350 for any one Period of Insurance.

No Excess applies to this extension.

## 6. Property Ownership Documents

Subject to limitations applicable under Section 2 – Contents, this extension will cover You for the cost of preparing new title deeds for the Premises if they are Accidentally Lost and/or Damaged whilst in Your Home or at the bank for safe keeping.

The maximum amount that We pay under this extension shall not exceed € 500 for any one Period of Insurance.

No Excess applies to this extension.

## 7. Lost Pet

This extension will cover You for the cost of advertising in Malta if Your pet dog or pet cat is stolen or lost in Malta.

Additionally, We will cover the expense of offering a reward to find a lost or stolen pet dog or cat, ensuring its safe return in good health.

Cover under this extension is subject to the lost pet carrying a microchip confirming You are its owner and that such pet lives with You at Your Home.

You are not covered for:

- a. any reward to You, Your relative or member of the Your Family,
- b. any claim not reported to the police authorities within 24 hours of discovery,
- c. any claim for advertising where You do not provide Us with copies of the adverts and receipts for the adverts placed,
- d. any claim for reward where You do not provide Us with a receipt containing the full name and address of the person.

The maximum amount that We will pay under this extension shall not exceed € 150 for any one claim in respect of advertising, € 250 any one claim in respect of a reward and € 500 for all claims in any one Period of Insurance.

No Excess applies to this extension.

## **8. Prams, strollers, and wheelchairs**

This extension will cover You for Accidental Loss of and/or Damage to Your pram, stroller or wheelchair happening anywhere in Malta.

However, We will not cover theft while left away from the Home unless in a locked building to which You have access to or from a locked vehicle which has been broken into by force and violent entry.

You are not covered for any loss or damage:

- a. caused by electrical or mechanical breakdown and any process of cleaning, repair, or alteration,
- b. caused by normal wear and tear,
- c. to related accessories unless stolen or damaged with the pram, stroller, or wheelchair,
- d. to tyres or wheels while in use,

The maximum amount that We will pay under this extension shall not exceed € 750 for any one Period of Insurance.

A Policy Excess of €50 each and every loss applies under this extension.

## **9. Personal Money & Credit Cards**

This extension will cover You for loss of personal Money in Malta and Your liability under the terms of any credit card or cash card (used solely for private and domestic purposes) agreement as a direct result of loss and subsequent unauthorized use in Malta.

You are not covered for:

- a. Business Money;
- b. loss not reported to the police and issuing authorities within 24 hours of discovery;

- c. any loss unless You shall have complied with the terms and conditions prescribed by the issuing authority;
- e. any loss following fraudulent use of the card by any family member or relative of yours;
- f. loss due to unexplained shortage;
- f. any loss due to confiscation, depreciation in value or errors or omissions in receipts, payments, or accountancy.

The maximum amount that We will pay under this extension shall not exceed € 1,000 for any one Period of Insurance.

## 10. Sports Equipment

This extension will cover You for Accidental Loss and/or Damage to Your Sports Equipment in Malta, excluding loss or damage to:

- a. motor assisted pedal cycles;
- b. pedal cycles whilst being used for racing, pace making, or trials;
- c. Sports Equipment used for business purposes;
- d. racquets, balls, sticks, bats, clubs, tyres, parachutes, sports clothing, sports eyewear, or diving/snorkelling/fishing equipment while in use;
- e. Any sports equipment by theft if this is left Unattended away from Your private residence unless it is stolen from a locked vehicle which has been broken into by using force and violence; or unless it is secured by a suitable security device to a permanent structure or to a motor vehicle.
- f. Your Sports Equipment when You are using it in any professional sporting activity.
- g. Sports Equipment more specifically insured by this or any other insurance policy.

The maximum amount that We will pay under this Extension shall not exceed € 750 for any one item and €1,000 in any one Period of Insurance.

## 11. Business Equipment & Contents

This extension will cover You for Accidental Loss and/or Damage to Your Business Electronic Equipment and Business Contents whilst in Your Home and subject that the Sum Insured of such Business Equipment and Business Contents is included in the Contents Sum Insured.

You are not covered for:

1. Loss or damage:
  - a. specifically covered elsewhere under this Policy or to property more specifically insured by any other insurance;
  - b. resulting from wear and tear or any gradual operating cause;
  - c. caused by cleaning, assembling, servicing, repairing, or dismantling of the equipment;
  - d. to records, discs, cassettes, tapes, films, remote control transmitters, and detached components;

- e. caused by fluctuations of electricity whereby Your Home is not protected by adequate overvoltage protection devices as required under local Electrical Installation Regulations;
- f. caused by Domestic Pets or domestic animals;
- g. to equipment designed for portable use while being transported, carried, or moved within or outside Your Home;
- h. resulting from mechanical or electrical breakdown.

2. The value of computer data or any disks, nor the cost of restoring that data.

3. Consequential Loss of any kind.

The maximum amount that We will pay under this extension shall not exceed € 2,500 for any one item and €5,000 any one claim in any one Period of Insurance.

A Policy Excess of €50 each and every loss applies under this extension.

## **SPECIAL PROVISIONS TO SECTION 2 - CONTENTS**

This Section of the policy shall only apply if You have chosen to insure Your Contents. Coverage under this section is effective throughout the insurance period, subject to the defined limits and any specific exclusions, general exclusions, and general conditions outlined in this Policy.

### **Claims Settlement: The Contents**

The maximum amount payable for any loss or damage from a single event is limited as follows:

- a) Overall – up to the Sum Insured specified in Section 2 for Contents.  
Claims covered under the Extension – Temporary Alternative Accommodation will be additionally compensated.
- b) An individual Valuable item – up to € 2,500 or 5% of the Sum Insured on Contents, whichever is lower, unless otherwise agreed upon by Insurers and stated in the policy Schedule.
- c) For all valuable items collectively – up to one-third of the total amount insured for Contents but not exceeding € 20,000 specifically for Jewellery unless stored securely in a safe approved by Us.

If, at the occurrence of loss or damage, the Sum Insured for Contents is lower than the cost of the new replacement value of the Contents, Our payment will be proportional to the respective Sum Insured for Your Contents in compared to the total replacement value of the Contents at the time of loss or damage.

## **Underinsurance**

If, at the occurrence of loss or damage, the Sum Insured for Contents is lower than the cost of replacing these as new, Our payment will be proportional to the respective sums insured for Your Contents as compared to the total value of the Contents at the time of loss or damage.

## **Basis of Sum Insured**

It is a condition of the insurance outlined in Section 2 that the Sum Insured reflects the entire cost of replacing the Contents with new items at the time of loss or damage. Provided the Sum Insured under this Section represents the full value of the property insured, We will only deduct depreciation for items of clothing or household linen.

## **Automatic Reinstatement of Cover following a Loss**

The Sum Insured on Contents will not be reduced following payment of a claim.

## **Matching Sets and Suites**

We will pay for the cost of replacing individual items that are lost or damaged, as well as clearly identifiable areas of damage within sets or suites. However, We will not cover the cost of replacing companion pieces that are not affected or undamaged parts of sets or suites of furniture or part of a common design even if matching replacements are not available.

## **EXTENSIONS TO SECTION 1 - BUILDINGS AND SECTION 2 - CONTENTS**

In the event both sections are insured, indemnification under these extensions is limited to one section only, i.e. not cumulative.

### **1. Damage by the Emergency Services**

This extension will cover You for loss or damage to the Buildings and/or Contents caused by fire, police, or ambulance services having to forcibly enter or exit Your Home due to an emergency.

The maximum amount payable under this extension is limited to €1,000 per incident and €3,000 in total during any one Period of Insurance.

No excess applies to this extension.

### **2. Fatal Injury Benefit**

We will pay the benefit noted below if You or any member of Your household passes away due to injuries sustained in Your Home as a consequence of fire, explosion, lightning, or assault by thieves, or anywhere in the Maltese islands following an accident while travelling as a fare-paying passenger by bus or licensed taxi or an assault in the street.

This compensation applies if the death occurs within three months of the incident.

Benefit:

The maximum amount that We will pay under this Extension shall not exceed € 5,000 for any one person and € 10,000 in any one Period of Insurance.

You are not covered for any claim for or resulting from:

- a. any person seeking compensation under this extension being under the influence of intoxicating liquor or drugs (other than drugs taken under medical supervision and not for the treatment of drug addiction);
- b. suicide or attempted suicide, or wilful exposure to danger (except in an attempt to save human life), or due to, contributed to, or accelerated by venereal infection;
- c. accidents occurring while the policyholder is engaged in any activities of a hazardous nature;
- d. injury consisting solely of or resulting directly or indirectly from illness, disease, disorder, or existing defect;
- e. actual or probable causal 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 Creutzfeld-Jakob disease (vCJD);
- f. injury sustained while suffering from insanity, venereal disease, Human Immunodeficiency Virus (HIV) and/or AIDS and/or any mutant derivatives or variations thereof, however caused;

No Excess applies to this extension.

### 3. Liability as an Occupier/Tenant

We will indemnify You against all sums for which You are found liable as Tenant of the Home (but not as Owner) in respect of damage to the Owner's Buildings.

You are not covered for:

- a. the cost of maintenance and normal redecoration;
- b. loss or damage when the Home is Unoccupied;
- c. any intentional or malicious damage caused by You as the Occupier;
- d. loss or damage as a consequence of Buildings being Under Construction and/or Alteration;
- e. any amount in excess of 15% of the Sum Insured on the Contents.

No Excess applies to this extension.

### 4. Loss of Metered Water, Oil and Refrigerant

This extension will cover You for loss of metered water, heating oil and cooling refrigerant following accidental damage to the fixed plumbing, water installation or fixed cooling or heating installations of Your Home.

The maximum amount that We will pay under this extension shall not exceed € 1,000 for any one claim.

This extension shall not apply if the Home is Unoccupied or if the loss or damage is a consequence of Buildings being Under Construction and/or Alteration.

No Excess applies to this extension.

## 5. Replacement Keys and Locks

Following the loss or theft of keys of external doors or safes within Your Home, We will pay for the cost of replacing such keys and/or locks subject to You lodging a Police report within 24 hours of such theft or loss.

The maximum amount We will pay under this extension shall not exceed € 500 for any one Period of Insurance.

No excess applies to this extension.

## 6. Fire Extinguishing Costs

This extension will cover You for the cost of replenishing firefighting appliances and civil protection costs following a fire at Your Home.

The maximum amount that We will pay under this extension shall not exceed € 1,000 for any one claim.

No Excess applies to this extension.

## 7. Court Attendance

We will reimburse You for loss of earnings and expenses You cannot get back as a result of serving as a juror in a Maltese Court for a period in excess of 14 days.

You are not covered for:

- a. Any period of service notified to You prior to inception of this insurance Policy;
- b. Earnings and/or expenses You can recover from any other source.

The most We will pay in respect of any one event is up to €30 per day and €500 in any one Period of Insurance.

## 8. Temporary Alternative Accommodation

If Your Home becomes uninhabitable due to a loss covered under Section 1 – Buildings and/or Section 2 – Contents of this Policy, We will cover the cost of rent that You would have paid, along with reasonable additional expenses for securing comparable accommodation for Your Family and pets who normally reside in Your Home.

We will also cover reasonable accommodation costs, with Our approval, if civil authorities prevent You from occupying Your Home because of loss or damage to nearby property that would have been covered under this section had it affected Your Buildings and/or Contents.

Coverage under the extension will apply for the duration required to restore Your Home to a liveable condition subject to a limit of 20% of the Buildings and/or Contents Sum Insured up to a maximum of €10,000 any one Period of Insurance.

No Excess applies to this extension.

## SECTION 3 - PERSONAL POSSESSIONS & VALUABLES

### COVERAGE

You are covered against Accidental Loss and/or Damage to Your Personal Effects and Valuables up to the amounts shown in the Schedule for:

- a. Unspecified Personal Effects whilst anywhere in Malta;
- b. Specified Personal Effects and Valuables anywhere within Europe.

The most We will pay in respect of Unspecified Personal Effects is €500 any one article and €1,000 in total any one Period of Insurance

You are not covered for:

- a. loss or damage deliberately caused by You, Your household, and/or Your Domestic Employees;
- b. loss or damage by deception unless deception is used only as a way to get into Your Home;
- c. loss of or damage to baggage shipped as freight, as well as loss of or damage to valuables in baggage while in transit by air and outside Your control;
- d. loss or damage during removals or while in a furniture store, salesroom, or exhibition.
- e. damage caused by any Domestic Pets or domestic animals;
- f. loss of or damage caused by; chipping or scratching, bruising, or denting, wear and tear, loss of value, rot, fungus, insects, vermin, atmospheric or climatic conditions, the effect of light or other gradual causes;
- g. loss of or damage caused by dyeing, cleaning, restoring, repairing, or dismantling items, or electrical and mechanical breakdown;
- h. theft of any property while left Unattended in an unlocked holiday accommodation;
- i. theft of any property from Your Home if it is occupied in whole or in part by anyone other than You; or when it is used to receive visitors in connection with Your business, trade, profession or employment, unless theft is accompanied by forcible and violent entry to or exit from Your Home;
- j. theft of Specified Personal Effects and Valuables from Your Home if this is Unoccupied;
- k. theft of Specified Personal Effects and Valuables from an Unattended motor vehicle and theft of any other insured property if left Unattended in a motor vehicle unless stolen from a locked and concealed boot or glove compartment of a locked vehicle that has been broken into by force or violence;
- l. loss or damage to portable electronic devices, including laptops, tablets, mobile phones, and similar equipment, if these items are not carried as hand luggage while traveling by any form of public transport, including aircraft, sea vessels, trains, buses, or coaches;

- m. theft or Loss of or damage to any pedal cycle which is left Unattended unless it is left in a locked building;
- n. loss or Damage to Sports Equipment while it is being used;
- o. unexplained disappearance or inventory shortage;
- p. any items (except mobile phones and laptops if covered under this section) owned or used either totally or partly for business purposes or connected with any employment,
- q. documents, films, tapes, records, cassettes, cartridges, or discs of any kind;
- r. confiscation or detention by customs or other officials;
- s. loss or damage resulting from the insured Buildings being Under Construction and/or Alteration;
- t. loss or damage specifically covered elsewhere under this Policy or to property more specifically insured by any other insurance.

**SPECIAL PROVISIONS TO SECTION 3 - PERSONAL POSSESSIONS & VALUABLES****Basis of Cover**

Subject to the terms and general conditions of the Policy, the basis of cover under this Section and the basis of settlement of any claims arising shall be the full cost of reinstatement, replacement, or repair except for:

- a. clothing, which will be subject to a deduction for wear and tear, and depreciation,
- b. any Betterment of the replaced item.

**Automatic Reinstatement of Cover following a Loss**

After payment of a loss for Specified Personal Effect or Valuables it is Your obligation to inform Us to update the list of such items noted in the Policy Schedule. An additional premium will be applied to the full value of the new item to be added to the Policy.

**Condition of Average**

If at the time of any loss or damage, the value of any specified item be greater than the Sum Insured, then You shall be considered as being Your own insurer for the difference and shall bear a proportional share of the loss.

**Excess**

The first €50 of each and every loss in respect of any Unspecified Personal Effects unless otherwise stated in the Schedule or by Endorsement.

In respect of Specified Personal Effects, the Excess shall be noted in the Schedule or by Endorsement.

**SPECIAL CONDITION TO SECTION 3 - PERSONAL POSSESSIONS & VALUABLES****Settings and/or Clasps Clause**

Jewellery having settings and/or clasps and exceeding € 2,500 in value must be checked by a competent jeweller every two years. Any defects must be rectified immediately, and written proof of such examination must be provided at the time of claim on such item/s.

## SECTION 4A - LIABILITY TO OTHERS

### COVERAGE

You are covered against any amount that You become legally liable to pay as compensation (including related claimant's costs and expenses agreed by Us) in respect of accidental:

1. death, bodily injury, or illness of any person:
  - a. other than You;
  - b. who is not Your employee.
2. damage to material property:
  - a. not belonging to You or
  - b. in Your custody or control or in that of Your Domestic Employee(s)

occurring anywhere in Malta during the Period of Insurance and arising from You being the Owner or Occupier of the Private Residence or in Your personal capacity or caused by Your Domestic Employees.

Solely in respect of this Section, in the event of Your Death, We will cover Your legal personal representatives against liability incurred by You for an event covered by this section.

The maximum We will pay 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 shall not exceed €1,500,000.

You are not covered for:

1. liability or costs and expenses arising from:
  - a. Your Death, injury, disease, or illness;
  - b. You passing on or transmitting any communicable disease or virus;
  - c. any wilful or malicious acts;
  - d. in connection with Your trade, business, or profession other than lodging of students at the insured property whilst You are still living in it;
  - e. Your ownership or occupation of any land or building other than the insured property;
  - f. or as a consequence of any agreement or contract unless liability would have existed otherwise;
  - g. the use, possession, or ownership of:
    - i. animals, other than Domestic Pets;
    - ii. firearms;
    - iii. motor Vehicles and Craft, other than Domestic Vehicles;

2. liability or costs and expenses:
  - a. where the Home is Under Construction and/or Alteration;
  - b. specifically covered elsewhere under this Policy or more specifically insured by any other insurance;
  - c. caused by goods sold, supplied, repaired, serviced, maintained, or manufactured by You;
  - d. by any remedial, professional, or other treatment.

## SECTION 4B - LIABILITY TO DOMESTIC STAFF

### COVERAGE

You are covered against any amount that You become legally liable to pay as compensation (including related claimant's costs and expenses agreed by Us) in respect of accidental death, bodily injury or illness of any Domestic Employee occurring at Your Home during the Period of Insurance.

The maximum We will pay 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 shall not exceed € 1,500,000.

Solely in respect of this Section, in the event of Your Death, We will cover Your legal personal representatives against liability incurred by You for an event covered by this section.

You are not covered for any liability or costs and expenses arising from:

- a. the Domestic Employee travelling, getting in or entering or alighting any Vehicle and Craft;
- b. transmission of any Communicable Disease or virus;
- c. or as a consequence of any agreement or contract unless liability would have existed otherwise;
- d. the Private Residence being Under Construction and/or Alteration.

Furthermore, We will not cover any liability or costs and expenses specifically covered elsewhere under this Policy or more specifically insured by any other insurance.

## SECTION 5 - 24/7 EMERGENCY HOME ASSISTANCE

This section is automatically included at no extra cost. No benefit will be payable unless You or a person calling on Your behalf notifies the Approved Emergency Contractor through the dedicated 24-hour Home Assistance contact number 99940248.

### DEFINITIONS

#### **Approved Emergency Contractor**

The individual/s or company appointed by Us to provide You with assistance and guidance together with the carrying out of the Emergency Repairs

#### **Emergency**

The result of a sudden and unforeseen event at Your Home that, if not dealt with quickly will:

- a. expose You or anyone else in the Private Residence to a health risk;
- b. cause a risk of or loss of or damage to Your Home and/or any of Your belongings.

#### **Emergency Repairs**

The Temporary Repair work undertaken by the Approved Emergency Contractor to fix the Emergency.

#### **Permanent Repair**

Repairs and/or work needed to put right the damage caused to Your Home by an Emergency.

#### **Temporary Repair**

A temporary quick fix that will resolve the Emergency, but which may need subsequent Permanent Repair.

#### **What to do in case of Emergency**

Please call Our Approved Emergency Contractor who will respond to Your call and provide You with guidance on how to immediately safeguard Yourself and Your Home.

If deemed necessary, the Approved Emergency Contractor will proceed with Emergency Repairs.

#### **What is covered under Emergency Home Assistance?**

We cover expenses for telephone assistance, callout, labour, parts, materials, and VAT. Payment to the Approved Contractor shall be made directly by Us.

## COVERAGE

### Emergency Assistance Cover

The following emergency assistance benefits are provided and managed by Argus Insurance Company (Europe) Ltd. Each service is subject to specific limits and conditions as outlined below.

### Burst Pipes and Leak Detection

In the event of sudden or unexpected damage to internal tap water piping, or leaks from sanitary fixtures, fittings, or fixed water installations within your home:

Cover includes: Callout and labour costs for emergency repairs.

Limit: Up to 2 hours of labour.

### Failure of Electrical Supply

If a total electrical failure occurs within your home due to a fault or damage to the fixed internal electrical installation:

Cover includes: Callout and labour for emergency repair.

Limit: Up to 2 hours of labour.

### Loss or Theft of Keys

If your home becomes insecure or access is impeded due to the loss or theft of keys, damaged locks, or accidental lock-in:

Cover includes: Callout and labour.

Limit: Up to 2 hours of labour.

### Breakage of Glass

This benefit applies only if external glass windows or external glass doors are broken by an insured peril and your home is rendered insecure.

Cover includes: Callout fees and labour costs for emergency temporary repairs, including, if needed, boarding up of the affected area where necessary to secure the property.

Limit: Up to 2 hours of labour per incident, including reasonable materials and supplies necessary for emergency boarding.

Moreover, please note that the client will be entitled to three calls per year.

The policy year shall be defined as the twelve (12) month period commencing from the policy inception date or each anniversary thereof.

**What is not covered (specific exclusions) See also General Exclusions.**

1. Claims arising directly or indirectly from or relating to the following:
  - a. external water supply pipes;
  - b. external/public electricity supply;
  - c. electrical supply to, or failure of burglar/fire alarm systems, CCTV surveillance or to swimming pools and their plumbing or filtration systems;
  - d. septic tanks;
  - e. burst or leaking flexible hoses;
  - f. leaking washing appliances that are fitted with a stop tap;
  - g. a leaking or dripping tap that needs a new washer;
  - h. natural disasters including floods, earthquakes, landslides, Ground Heave, subsidence, subterranean fire, volcanic eruptions, atypical cyclonic storms, falling objects from space and aerolites, and in general any extraordinary atmospheric, meteorological events.
2. Cost and expenses in connection with any maintenance services;
3. Any loss or damage resulting from faulty workmanship or use of faulty materials;
4. Cost of replacement parts other than those required to stop the Emergency or costs relating to the restoration of decorations, Fixtures, Fittings or landscape and the reinstatement of floors and pathways removed to deal with the Emergency;
5. Loss of keys for Outbuildings and garages;
6. Replacement of external overflows or replacing of cylinders, tanks, boilers, radiators, and sanitary ware;
7. Any pre-existing Loss or Damage arising from circumstances known to You prior to the effective date of this Section;
8. Any cost relating to the attempted repair by You or Your own contractor;
9. Loss or damage arising from disconnection or interruption of mains services by the deliberate act of the utility company concerned or any equipment or services which are the responsibility or property of the utility company;
10. Any cost resulting from the breakdown of, loss of or damage to domestic appliances or other mechanical equipment;
11. Any Emergency if Your Home is Unoccupied.
12. Any Emergency in Your Home if the Buildings are Under Construction and/or Alteration.

13. Loss or damage covered under any other Section of this Policy or any other insurance policies.

## GENERAL EXCLUSIONS

### WHAT WE DO NOT COVER

#### 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.

#### 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).

#### COMMUNICABLE DISEASE

We will not pay for any liability claims arising from the transmission of Communicable disease.

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

- a. 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
- b. 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
- c. 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.

Communicable Disease shall not include Legionellosis.

#### EXCESS

We will not pay for any Excess(es) shown in the Schedule.

#### EXISTING DAMAGE

Loss or damage that occurred prior to the commencement of coverage.

#### 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 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.

**WAR RISKS AND TERRORISM**

We will not pay for any death or disablement, 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.

**SONIC BANGS**

Loss or damage caused by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speed.

**SUBSIDENCE, LANDSLIP OR GROUND HEAVE**

We will not pay any damages or losses resulting from Subsidence, landslip, or Ground Heave. This also excludes:

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

**PROPERTY CYBER AND DATA EXCLUSION**

1. Notwithstanding any provision to the contrary within this Policy or any Endorsement thereto this Policy excludes any:
  - a. Cyber Loss;
  - b. loss, damage liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with 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;

regardless of any other cause or event contributing concurrently or in any other sequence thereto, unless damage by a cause not excluded in the Policy ensues and then the Insurer shall be liable only for such ensuing damage.

2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

3. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

**Definitions:**

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

**Cyber Act** means an unauthorised, malicious, or criminal act or series of related unauthorised, malicious, or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

**Cyber Incident** means:

- a. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- b. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

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

**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.

## **OTHER EXCLUSIONS**

**We will not pay for:**

- a. reduced value of an item after it has been repaired or replaced;
- b. fines, penalties, punitive or exemplary damages;
- c. loss or damaged caused deliberately by You;
- d. deception or fraud in which You or any member of the Household is concerned;
- e. the cost of routine maintenance and decoration;
- f. loss or damaged caused to property as a result of it undergoing any process such as maintaining, repairing, restoring, altering, setting up, dismantling, and washing;
- g. Vermin, insects, mildew, fungus, climatic or atmospheric conditions, rising damp, wet or dry rot.

## GENERAL CONDITIONS

### How To Use Your Policy

Please read this Policy Booklet together with Your Schedule and applicable Endorsements. These set out the cover You have chosen, plus any limits that apply. If You are not satisfied with the details or the Policy does not cover Your needs, please return the Schedule to Your insurance adviser.

### The Contract of Insurance

The policy is a contract between You and Argus Insurance Company (Europe) Limited and is based on the information You gave Us when You applied for this insurance. In return for Your premium, We will provide the cover shown in the Schedule during the Period of Insurance.

### Law Applicable to Contract

Unless You and We both agreed otherwise, this contract shall be subject to Maltese Law and to exclusive jurisdiction of the Maltese Courts.

### Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

### Changes We Need to Know About

Please tell Your Intermediary immediately if there are any changes which may affect this insurance for example:

1. The people to be insured;
2. The sums insured;
3. Your Home is left Unoccupied for more than 90 days consecutive; and/or
4. Criminal convictions or cautions of the people insured.

### Notification of a Claim

When You become aware of a possible claim under this Policy, You must notify Us in writing as soon as possible but not later than 30 days after any loss, damage, or accident. If there has been theft, attempted theft, vandalism, or any malicious act You must report it to the police immediately. You must at Your own expense provide Us with all details and evidence We request, including written estimates and proof of ownership or value.

Any writ, summons or other legal document served on You or any member of Your household in connection with a possible claim must be sent to Us immediately. You must not answer any correspondence without Our consent. You must also take every reasonable effort to recover any Home Contents that have been lost.

You, or any other person covered by this Policy, must not negotiate, admit, or deny responsibility without Our written consent.

## **Subrogation**

Before or after We pay Your claim under this policy You must, if We ask You, take, or allow Us to take in Your name, all the steps needed to enforce Your rights against any other person. We will pay any costs and expense involved.

## **Arbitration**

All differences arising out of the Policy shall be referred to the decision of an arbitrator appointed under current statutory provisions within one month after a written request by You or Us. An award must be made by the arbitrator before any court proceedings can be started against Us. If We refuse liability for a claim and this claim is not referred to arbitration within the period as defined by Legislation, the claim shall be deemed to have been withdrawn and cannot subsequently be revived.

## **Your Obligation to Exercise Care**

You must take all reasonable steps to prevent loss, damage or accident and maintain the insured property in a sound condition and good repair.

You must also tell Us as soon as possible about any change in the information You gave Us if it will affect this Policy. If You do not, Your Policy may not be valid, or You may not be properly covered.

## **Rights and Responsibilities**

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

## **Other Insurance**

If any loss, damage, or legal liability covered under this Policy is also covered by any other insurance, We will not pay more than Our rateable proportion of any claim.

## **Dishonest and/or Fraudulent Claims**

We will not pay any claim under this Policy if in any respect this is fraudulent or if any false declaration be made or used in support thereof. We will also not pay any claim if it is dishonest or exaggerated in any way.

We reserve the right to cancel cover immediately and We are entitled to tell the police or any other authority of any such dishonest claim.

### **Cancellation (Your Rights)**

You may cancel this Policy during the statutory cancellation period which is within 14 days of receipt of the Policy documents (applicable to new business); or the renewal date. This is done by writing to Us at the address noted on the last page of this document.

You may cancel the Policy outside the statutory cancellation period at any time by giving 7 days notice. If there has been no claim or incident likely to give rise to a claim during the current Period of Insurance, We will calculate the premium for the period You have been insured and refund any balance. If a claim has been submitted during the current Period of Insurance no premium refund will be given. Short Period Cancellation Rates may apply.

### **Cancellation (Our Rights)**

We may cancel this Policy by giving You at least 14 days' notice at Your last known address. If no claim is made or will arise, We will give You a refund on Your premium for any remaining period of cover subject to a small administration fee. If a claim is made or will arise, We will not give You a refund on Your premium. The Government stamp duty is non-refundable.

We can also cancel the Policy immediately if You do not pay the premium or do not make a payment under any credit agreement. You will not get a refund for any instalment You have already paid.

We reserve the right to amend premiums and Policy terms, conditions, exclusions, and endorsements.

Any change in circumstances may result in revised terms and conditions of this Policy from the date of the change. If You do not tell Us about any change, it may affect any claim You make.

## CLAIMS PROCEDURE – HOW TO CLAIM

If You are insured with Us through a Broker or Tied Insurance Intermediary and You need to make a claim under Your Policy or become aware of an incident which may lead to a claim, please contact Your Broker or Tied Insurance Intermediary as soon as You can.

The Broker / Tied Insurance Intermediary will assist you in filling in the claim form, collect all necessary information from You regarding the claim, such as details of the incident, supporting documents, and any other relevant information including Policy Excess (when applicable).

The Broker / Tied Insurance Intermediary will then submit the claim on Your behalf to Us, providing all required documentation and information.

We will then assess Your claim submitted by the Broker / Tied Insurance Intermediary by reviewing the provided documentation and investigate the circumstances of the claim.

If you are insured through a Broker, they will keep You informed throughout the claims process and will provide updates on the progress of the claim. In case you are insured through a Tied Insurance Intermediary, we will contact you directly to provide updates on the progress of the claim.

Depending on the outcome of the claim evaluation, We either approve the claim or deny the claim if it does not meet the Policy terms and conditions. If the claim is approved, You will receive compensation from Us as per the terms of the Policy. If the claim is denied, We will communicate the reasons for Our refusal to pay the claim to You.

Should You require any further information please contact Us:

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

or visit Us at Our offices:  
Trident Park, 8B Level 5,  
Notabile Gardens,  
Mdina Road,  
Central Business District Zone 2,  
Birkirkara CBD 2010  
Malta

For more information, you may visit our website [www.argus.mt](http://www.argus.mt).

### What documentation the claim handler may request?

The following provides examples of the types of claims one might encounter and the documentation the claims handler may need. The list of required claim documentation is extensive but not exhaustive, and the claims handler may ask for additional information and/or documentation to properly assess the claim. Furthermore, the claims handler may choose to enlist the services of a loss adjuster to aid in Your claim.

## Burst Pipe Claim

1. Trace and Access Report (including images)
2. Repair Invoices / Quotes
3. Photographs of the damages

## Accidental Damage / Lightning / Surge to Electronic Equipment

1. Technical Report stating the cause of damage and whether the item is repairable or not. If repairable, provide repair costs.
2. If item is not repairable, provide replacement quotation for like-for-like item.
3. Photographs of the damages
4. Copy of the original purchase receipt/s for the damaged item/s being claimed (if available)
5. For lightning or power fluctuations incidents, details of the overvoltage protection devices installed in your property as required under local Electrical Installation Regulations.

## For Burglary or Theft or Malicious Damage Claims

1. The police should be notified within 24 hours of You discovering the loss.
2. Please ensure to take all the necessary actions to minimise the loss and to secure the premises.
3. Any evidence which is required by the insurance, or the police should be preserved.
4. It is important that the inventory of stolen property and physical damage details including the appropriate costs are identical on both the police reports and the claim form.

## For Glass Claims

1. If loss occurs, proceed with replacement, as soon as possible. The onus is on You to prevent further loss due to weather and/or reduced security. It is important to retain photographic evidence of damages prior to any necessary replacement and submit to us relevant fiscal documentation clearly indicating type of glass used and its measurement.

## Other types of claims and/or liability claims

These should be promptly referred to Us, particularly in case of any injury, death, and/or damage to third party property.

It is important that if You receive a legal letter, You forward it to Us without responding so that We can advise You on Your next steps.

Furthermore, it is crucial that You never admit liability without obtaining Our Consent.

## When can I dispose of the damaged item?

It is important that any damaged items should not be disposed of prior to Our approval as this might prejudice the claim.

## PROTECTION AND COMPENSATION FUND

Protection and Compensation for Policyholders Under the Protection and Compensation Fund Regulations 2003, should Argus Insurance (Europe) Ltd be unable to meet all its liabilities to policyholders, compensation may be available. Full details are available on the Malta Financial Services Authority website [www.mfsa.com.mt](http://www.mfsa.com.mt)

## DATA PROTECTION AND HOW WE PROCESS DATA

Processing of personal data is regulated by the General Data Protection EU 2016/679 together with other laws which relate to privacy and electronic communications. In this clause, We refer to these laws as "Data Protection Law."

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

For clarity, Data Protection Law contemplates various grounds which may render processing of personal data lawful, including where it is necessary for a contract, mandate by law, it is in Your legitimate interest (and does not override Your policy, and/or if You give Us Your consent. Our Privacy Notice (which can also be accessed at [www.argus.com.mt](http://www.argus.com.mt)) or provide to You in hard copy upon request, explains how We process personal data. In providing Our services We act as an independent data controller and are, therefore responsible for complying with Data Protection Law in respect of any personal data We process. You are responsible for complying with Data Protection Law in respect of the personal data You process and, accordingly, where You disclose personal data to Us You confirm and warrant that such disclosure is fair and lawful, that where applicable and necessary You have obtained lawful consent from others for You to pass on their personal data to Us, to the Argus Group and third-parties to whom We disclose personal data (and for the Argus Group and said third-parties to share the personal data with Us), and otherwise it does not contravene Data Protection Law. Noting within this document relieves You of Your own direct responsibilities and liabilities under Data Protection.

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

**BASIS DATA PROTECTION INFORMATION**

**Controller:** Argus Insurance Company (Europe) Limited, Malta Branch

**Purpose:** Management of Insurance Agreement, creation of profiles for suitable enforcement of the insurance agreement, integral and centralised management of the relation with Argus Group and delivery of information and advertising on ARGUS Group, and delivery of information and advertising on Argus Group products and services.

**Recipients:** Data may be communicated to third parties and/or data transfers may be made to third party countries in the terms stipulated in the Additional Information.

**Rights:** You can exercise Your rights of access, rectification, removal, limitations, objection, and transferability, specified in the Additional Data Protection Information.

## COMPLAINTS PROCEDURE

### Our Commitment to Customer Service

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

Complaints Officer  
Argus Insurance Company (Europe) Limited, Malta Branch,  
Trident Park, 8B Level 5,  
Notabile Gardens,  
Mdina Road,  
Central Business District Zone 2,  
Birkirkara CBD 2010  
Malta.  
Email address: [complaints@argus.com.mt](mailto:complaints@argus.com.mt)  
Tel: +356 23422000.

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

3. Should you still not be satisfied with the way the complaint was resolved by Us, You may refer the complaint to the:

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

Freephone: 8007 2366  
Telephone: (+356) 21 249 245  
Email on: [complaint.info@financialarbiter.org.mt](mailto:complaint.info@financialarbiter.org.mt)



## Home Protector Elite Insurance

### Thank You for Your feedback

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

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



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

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